Open Citizen Comment Procedure

1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.

2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

Rolla City Council Meeting
Monday, August 17, 2015
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman John Meusch

I. PUBLIC HEARINGS
A) Ordinance Setting the 2015 Tax Rate – (Finance Director Steffanie Rogers) – First/Final Readings

II. SPECIAL PRESENTATIONS
A) Your Community Health Center – Ms. Amy Beechner-McCarthy, CEO
B) Rolla Municipal Utilities (RMU) FY 2015 Third Quarter Report – RMU General Manager Rodney Bourne

III. OLD BUSINESS
A) Ordinance Authorizing the Mayor to Execute an Agreement and Work Order No. 1 with Alta Planning + Design, Inc., for a Complete Streets Policy Strategy – (Public Works Director Steve Hargis) – Final Reading
B) Ordinance Amending Section 34-1 of Rolla City Code Pertaining to the “Health Authority” – (City Administrator John Butz) – Final Reading

IV. NEW BUSINESS
A) Motion Abating Nuisance at 107 W. 3rd Street (Over $1,000) – (Steve Flowers, Codes Administrator) - Motion
B) Ordinance Approving the Resubdivision of a Portion of Lots 1, 2, 6 and 7, Block 18, Frisco Subdivision (Lin) – (Community Development Director John Petersen) – First/Final Readings
C) Ordinance Approving the Final Plat of Deer Crossing East III (Renick) – (Community Development Director John Petersen) – First/Final Readings
D) Ordinance Approving the Aviation Consultant Agreement withaviation for Terminal Building Design – (City Administrator John Butz) – First Reading
E) Ordinance Approving Grant Agreement for Airport Terminal Building Design Services – (City Administrator John Butz) – First Reading
F) Motion Approving Parks and Recreation Director Search Committee – (City Administrator John Butz) – Motion
V. CLAIMS and/or FISCAL TRANSACTIONS
None.

VI. MAYOR/CITY COUNCIL COMMENTS
A) Motion Reappointing Mr. Matthew Z. Williams (August 2019) to the Board of Public Works-
Motion

VII. CITIZEN COMMUNICATION
A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
Pursuant to RSMo. 610.021, the Rolla City Council will discuss the following in Closed
Session: Litigation

X. ADJOURNMENT
Council is asked to consider the proposed ordinance establishing the 2015 real estate tax levy for the City of Rolla. State law requires that the tax rates be certified to the County Clerk by September 1. Due to the State time requirements, a first and final reading of the proposed ordinance is requested at this time.

<table>
<thead>
<tr>
<th>Tax Levy Rates:</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Municipal Purposes</td>
<td>$ 0.4539</td>
<td>$ 0.4539</td>
</tr>
<tr>
<td>Public Library Purposes</td>
<td>0.1894</td>
<td>3.1894</td>
</tr>
<tr>
<td>Public Park Purposes</td>
<td>0.1118</td>
<td>3.1118</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td><strong>$ 0.7550</strong></td>
<td><strong>$ 3.7550</strong></td>
</tr>
</tbody>
</table>

Projected Revenues Budgeted in 2016 For 2015 Assessed Valuation:

- General $ 23,568 Increase from current year revenues
- Library 9,883 Increase from current year revenues
- Park 5,769 Increase from current year revenues

Staff is recommending a motion to approve the ordinance to set the 2015 tax rates.
ORDINANCE NO. _________

AN ORDINANCE FIXING THE TAX LEVY FOR GENERAL REVENUE, LIBRARY AND PARK BY THE CITY OF ROLLA, MISSOURI, FOR THE YEAR 2015.

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

Section 1: There is hereby levied a tax on each and every one hundred dollars ($100.00) assessed valuation of all taxable real property within the corporate limits of the City of Rolla, Missouri, made taxable by law, for the year 2015, the following sums and amounts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Municipal Purposes</td>
<td>$0.4539</td>
</tr>
<tr>
<td>Public Library Purposes</td>
<td>0.1894</td>
</tr>
<tr>
<td>Park Purposes</td>
<td>0.1118</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$0.7550</strong></td>
</tr>
</tbody>
</table>

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


APPROVED:

ATTEST: ___________________________  MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

I.A.2.
NOTICE OF PUBLIC HEARING

Public Notice is hereby given by the Rolla City Council that a Public Hearing will be held at 6:30 p.m. on Monday, August 17, 2015, in City of Rolla Council Chambers, 901 North Elm Street for the purpose of considering the 2015 tax rates as follows:

For General Municipal Purposes $ 0.4539
For Public Library Purposes $ 0.1894
For Public Park Purposes $ 0.1118

NOTICE OF 2014 AGGREGATE ASSESSED VALUATION

State Assessed Railroad & Utility - Real Estate $ 1,045,329
Local Railroad & Utility - Real Estate 80,160
Real Estate - Residential 118,641,330
Real Estate - Agricultural & Horticultural 45,400
Real Estate - Forest Crop & Mineral Rights 0
Real Estate - Industrial, etc. 87,104,690
State Assessed Railroad & Utility - Personal Property 0
Local Railroad & Utility - Personal Property 0
Personal Property 0

Current Valuation $ 206,916,909
TIF Assessed Valuation $ 1,428,830
Total Current Valuation $ 205,488,079
New Construction $ 1,975,500

NOTICE OF 2015 AGGREGATE ASSESSED VALUATION

State Assessed Railroad & Utility - Real Estate $ 1,005,479
Local Railroad & Utility - Real Estate 147,820
Real Estate - Residential 120,712,130
Real Estate - Agricultural & Horticultural 172,260
Real Estate - Forest Crop & Mineral Rights 0
Real Estate - Industrial, etc. 89,658,720
State Assessed Railroad & Utility - Personal Property 0
Local Railroad & Utility - Personal Property 0
Personal Property 0

Current Valuation $ 211,696,409
TIF Assessed Valuation $ 1,029,280
Total Current Valuation $ 210,667,129 (x 2.5)
New Construction $ 3,935,650

PROJECTED REVENUE FOR 2015 AGGREGATE ASSESSED VALUATION

General $ 956,218
Library $ 399,004
Park $ 235,526

All persons interested for or against the proposed tax rates may be present at said Public Hearing and will be heard.

Given under my hand and Seal of the City of Rolla, Missouri, this 7th day of August 2015.

[Signature]
Carol Daniels
City Clerk
# TABLE OF CONTENTS

- Rolla Board of Public Works Statement 3
- Third Quarter Financial Recap 4
- Status of Pending Projects 5
- Miscellaneous 6-7
A STATEMENT BY THE
BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

1. To give the best possible service to the Citizens of Rolla.

2. To accumulate funds for the payment of the indebtedness. (Bond Issue and Revenue Certificates).

3. To build up reserve funds for any emergency and for replacement of machinery and equipment.

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

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

Next Monday, November 13th, our offices will open in our new building, formerly the Negro U.S.O Building, 102 W. 9th Street. All business will be transacted from this location after that date. The Rolla Free Public Library will occupy the second floor, and the State Board of Health and the County Agent the basement of this building. These quarters are furnished to the above organizations without cost as a public service of the Rolla Municipal Utilities.

Rolla Board of Public Works

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

Rolla Herald - November 1945
THIRD QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>3rd Quarter FYTD 2014</th>
<th>3rd Quarter FYTD 2015</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING REVENUES</td>
<td>$23,450,422</td>
<td>$23,018,569</td>
<td>($431,854)</td>
</tr>
<tr>
<td>OPERATING EXPENSES</td>
<td>($24,162,034)</td>
<td>($23,196,661)</td>
<td>($965,373)</td>
</tr>
<tr>
<td>OPERATING INCOME</td>
<td>($711,612)</td>
<td>($178,093)</td>
<td>$533,519</td>
</tr>
<tr>
<td>OTHER INCOME &amp; EXP.</td>
<td>$441,372</td>
<td>$407,107</td>
<td>($34,265)</td>
</tr>
<tr>
<td>NET INCOME</td>
<td>($270,240)</td>
<td>$229,014</td>
<td>$499,255</td>
</tr>
</tbody>
</table>

Upon completion of the third quarter of FY 2015, Operating Revenues are down ($431,854) as compared to last year. Operating Expenses are down ($965,373) for the same period resulting in an Operating Income of ($178,093), which is up $533,519. When combined with miscellaneous income and expenses, RMU experienced a Net income of $229,014, which is up $499,255 as compared to the third quarter of FY2014.
STATUS OF PENDING PROJECTS

ELECTRIC DEPARTMENT

- ELECTRICAL EXTENSIONS/UPGRADES

  o RMU Fiber and Communications - HyPoint Industrial Park; Fiber optic cable installation. Started October 17, 2014; Ongoing.
  o Claire Court PUD, Highway E - Underground 12kV distribution system installation. Started May 5, 2015; Ongoing.
  o 808-906 Collegiate Blvd Miner Village, (student housing) - Convert existing 4kV distribution system to 12kV system. Started May 5, 2015; Completed May 26, 2015.
  o Johnson Laird Subdivision - Rebuild existing 4kV overhead distribution system. Resumed May 15, 2015; Ongoing.
  o Industrial-Grove Substations - New three-phase 12kV overhead distribution tie-line. Started June 5, 2015; Ongoing.
Downtown North Substation - Replace two (2) existing underground feeder circuits. Started June 8, 2015; Ongoing.

#19 St. Patrick Lane, St Patrick School - New three-phase underground primary, transformer and meter installation. Started June 10, 2015; Completed June 30, 2015.

RMU HyPoint Well #3 - New three-phase underground primary, transformer and meter installation. Started June 25, 2015; Ongoing.

**POWER PRODUCTION**

- RMU Cat Generators; MIRMA Utility Test (requirement) - Generator breaker, relay and dielectric testing by Fletcher Reinhardt Service Company. Started May 26, 2015; Completed June 10, 2015.

**WATER DEPARTMENT**

- **WATER MAIN INSTALLATION**
  - Wellington Place - Replace existing 6" ductile iron with 8" PVC. Started March 31, 2015; Completed June 5, 2015.
  - Greentree Road from 10th Street to Whitney Lane - Replace existing 6" ductile iron water main with 8" PVC. Started June 8, 2015; Ongoing.
  - Forum Shopping Center - Replace existing 8" ductile iron water main with 8" PVC; installed 40 ft 6" PVC; 480 ft 8" PVC. Started June 26, 2015; Completed July 8, 2015.

- **13 WATER TAPS**

- **1 FIRE HYDRANT**

**MISCELLANEOUS**

- Street repairs for RMU water projects - University Park Subdivision, Arkansas Avenue; 6,516.13 square feet at $2.24 per square foot. Total $14,596.13.
- Pacific Crest Transformer, Bridge School Substation - Transformer oil testing and analysis by United Power Services, Inc. Indicated gasses exceed IEEE limits. Advised to remove from service and retest immediately.
- Pacific Crest Transformer, Bridge School Substation - 12mVa transformer shipped to Jordan Transformer July 9, 2015 for untanking, inspection and report of findings.
- RMU Well #14 - Staff removed existing building from site June 8, 2015 for new wellhouse construction.

**MoPEP UPDATE**

- Implementation of the MoPEP Infrastructure Modernization Grant program began.
- Authorization to perform additional refunding of bonds for Plum Point, Iatan 2, and Prairie State were approved for later this year. These are early refunding
opportunities to lower RMU's future cost and will only be executed if market conditions allow.

- Fredricktown's gas turbines are getting close to commercial operation. The facility has been completed, but delays with Ameren permitting the electrical interconnection has delayed the startup.

- **PERSONNEL**
  - Missouri Department of Natural Resources Distribution System Certification Class, Springfield, MO. May 21, 2015. Two RMU employees attended.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance – Final Reading

ITEM/SUBJECT: Alta Planning + Design, Inc. Agreement and Work Order No. 1 – Complete Street Policy Development

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: 08/17/15

**************************************************************************************

COMMENTARY:

The Public Works Department requested qualification statements from professional firms to assist the department in the development and implementation of a complete streets strategy to assist us in addressing the needs of all users of transportation facilities serving our community.

We recommend Alta Planning + Design, Inc.

Attached is an ordinance and proposed professional agreements for this project.

The deliverable for this project will be a formal complete Streets Policy and Implementation Strategy for the City of Rolla.

We will be developing this policy with the help of the Consultant, City Staff and members of the community who represent all transportation users.

This strategy will be essential for us to effectively develop:

- City-wide Sidewalks Capital Improvement Plan
- City-wide Multi Use Trails Capital Improvement Plan
- City-wide Bicycle Route Capital Improvement Plan
- Safe Routes to Schools Capital Improvement Plan
- On and Off Street Parking Capital Improvement Plan

Staff sent out links containing additional information on Complete Street Planning & Design Standards. We also reached out to staff members at the Missouri University of Science & Technology. Ms. Angela B. Rolufs, Director, Office of Sustainable Energy and Environmental Engineering (OSE3) and Joel Burken, Associate Department Chair and Professor, Civil, Architectural and Environmental Engineering/Director, Environmental Research Center for Emerging Contaminants, both with the Missouri University of Science & Technology will be in attendance to present a short presenting on partnering opportunities with the university. Mr. Paul Wojciechowski from Alta Planning + Design, Inc. will be present and available for questions.

Staff is seeking final approval of the ordinance authorizing the Mayor to enter into the Agreement with Alta Planning & Design for the development and implementation of a complete street strategy for the City of Rolla.

ITEM NO. III. A.1.
ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI CERTAIN AGREEMENTS BETWEEN THE CITY OF ROLLA, MISSOURI AND ALTA PLANNING + DESIGN, INC., FOR THE DEVELOPMENT AND IMPLEMENTATION OF A COMPLETE STREETS STRATEGY.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a certain agreement between the City of Rolla, Missouri and Alta Planning + Design, Inc., a copy of said agreement being attached hereto and marked Exhibit A – Professional Services Agreement.

Section 2: 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, Work Order No. 1 between the City of Rolla, Missouri and Alta Planning + Design, Inc., a copy of said Work Order being attached hereto and marked Exhibit B – Work Order No. 1.


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR

III . A . 2.
PROFESSIONAL SERVICES AGREEMENT
City of Rolla, MO - On-Call Complete Street and Bikeway Planning and Implementation Services

PREAMBLE

This Agreement, effective as of June __, 20__ is by and between Alta Planning + Design, Inc., hereinafter called "CONSULTANT", and the City of Rolla, Missouri, hereinafter called "CLIENT".

The CLIENT has need for the services of a professional firm with the particular training, ability, knowledge, and experience possessed by the CONSULTANT; therefore, subject to the terms and conditions set forth below, the parties hereto mutually covenant and agree as follows:

1. SCOPE OF AGREEMENT

The CONSULTANT shall perform its duties and obligations under this Agreement ("Services") as outlined in the Agreement documents, consisting of the terms and conditions set forth herein, the attached Exhibits, and any Work Order(s) and/or amendments referencing this Agreement as may be executed by written agreement of the parties. In the event of any conflict between the Agreement documents, the relevant Work Order(s) and Exhibits attached thereto shall supersede. If CLIENT is bound to a Prime Agreement with a project OWNER in connection with any Services authorized hereunder, CONSULTANT shall be bound to the applicable portions thereof that prescribe CONSULTANT's obligations to CLIENT and OWNER.

This Agreement represents the entire understanding between the parties and shall supersede any prior representation or Agreement, written or oral. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

Amount of Payment: CONSULTANT shall be compensated for all goods, materials, expenses, and services as set forth in all attached Work Order(s) and Exhibits. Any hourly rates listed are applicable to the current calendar year and may be updated annually.

Invoicing and Manner of Payment: The invoices shall describe the Services performed, as detailed in any attached Work Order(s) and/or Exhibits. CONSULTANT shall send invoices to CLIENT's Technical Representative, as identified in any relevant Work Order or Exhibit. CLIENT shall render payment upon any acceptable invoice within 15 days following receipt from CONSULTANT.

2. STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Consultant shall not be held responsible for any defects or delays caused by events outside of Consultant's reasonable control. CLIENT acknowledges CONSULTANT has no obligation to commence work for the project(s) under this Agreement until this Agreement and any relevant Work Order(s) are fully executed and effective. CONSULTANT's completion shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to any default or defect in CONSULTANT performance.

3. TERMINATION

A. Parties' Right to Terminate for Convenience: This Agreement may be terminated at any time by mutual written consent of the parties.

B. CLIENT's Right to Terminate for Convenience: CLIENT may terminate this Agreement for any
City of Rolla, Missouri – On-Call Complete Street and Bikeway Services
Alta Planning + Design, Inc.

reason after 10 days’ prior written notice to CONSULTANT.

C. CONSULTANT’s Right to Terminate for Cause: CONSULTANT may terminate this Agreement after 10 days’ prior written notice to CLIENT if CLIENT breaches this Agreement or fails to pay CONSULTANT pursuant to the terms of this Agreement and CLIENT fails to cure within 10 business days after receipt of CONSULTANT’s notice, or such longer period of cure as CONSULTANT may specify in such notice.

D. Remedies: In the event of termination, CONSULTANT shall be entitled to full payment for Work completed and accepted by CLIENT. CLIENT shall have any remedy available to it in law or equity.

CONSULTANT’s Tender Upon Termination: Upon receiving or issuing a notice of termination of this Agreement, CONSULTANT shall immediately cease all activities under this Agreement, unless otherwise agreed by the parties.

4. INSURANCE

The CONSULTANT shall obtain prior to the commencement of the Agreement, and shall maintain in full force and effect for the term of this Agreement, at the CONSULTANT’s expense, a commercial general liability policy and automobile liability insurance policy for the protection of the CONSULTANT, its officers, agents, and employees and the CLIENT. If the insurance policy is issued on a “claims made” basis, then the CONSULTANT shall continue to obtain and maintain coverage for not less than three years following the completion of the Agreement. The policy shall be issued by a company authorized to do business in the project area, protecting the CONSULTANT against liability for personal and bodily injury, contractual liability, death and property damage, and any other applicable losses or damages with limits not less than

(a) $1,000,000 per occurrence and $2,000,000 in the aggregate for commercial general liability insurance policies, and

(b) $1,000,000 per occurrence, combined single-limit or $1,000,000 bodily injury and $1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the CLIENT with a certificate of insurance and an endorsement thereto naming the CLIENT as an additional primary insured. The certificate of insurance shall ensure if any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

5. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT shall provide the CLIENT evidence of professional liability coverage in an amount not less than $1,000,000 per claim. The CONSULTANT shall keep in force the professional liability policy for at least one year after the expiration of the Agreement with the CLIENT.

6. INDEMNIFICATION

Subject to and without waiving CLIENT’S sovereign immunity, CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

Agreed to and initialed by:

CONSULTANT: ___________  CLIENT: ___________
7. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products and all material contained in the reports (graphics, photos, etc.) shall remain the property of the CONSULTANT. Delivery of materials produced as a direct result of the specific Services performed under this Agreement shall constitute for CLIENT a perpetual, royalty-free license to use said materials for the purpose for which they were intended. Any unauthorized transfer, reproduction or re-use of products delivered by CONSULTANT in connection with Services performed under this Agreement shall be at CLIENT’s sole risk. The CONSULTANT accepts no responsibility for the use of the product beyond the intended purpose of this Agreement.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the project pursuant to this Agreement, shall become exclusively the property of the CONSULTANT.

The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Agreement by the CONSULTANT or CLIENT personnel, or jointly by the CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate at their sole risk.

Material already in the CONSULTANT’s possession, independently developed by the CONSULTANT outside the scope of this Agreement or rightfully obtained by the CONSULTANT from third parties, shall belong to the CONSULTANT.

8. CHANGES

This Agreement may be amended only by written instrument signed by both the CONSULTANT and the CLIENT.

11. LEGAL VENUE

The terms of this Agreement shall be interpreted and governed according to the laws of the state in which the majority of the project work is performed.

12. DISPUTES

Prior to filing any claims related to this Agreement in the court of law, the parties shall endeavor in good faith to resolve disputes arising in connection to this agreement by a panel consisting of authorized representatives with the authority to execute agreements between the parties.

ALTA PLANNING + DESIGN, Inc.  CLIENT

By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
Business Address: 901 N. Elm Street
711 SE Grand Avenue  Rolla, Missouri 65402
Portland, OR 97214 573-364-8659
503-230-9862 phone
Employer ID #: 68-0465555

Agreed to and initialed by:  CONSULTANT: __________  CLIENT: __________
EXHIBIT B

WORK ORDER NO. 1

In accordance with the Professional Services Agreement between Alta Planning + Design, Inc. ("CONSULTANT"), and City of Rolla, Missouri ("CLIENT"), dated August 17, 2015, this Work Order describes the scope, schedule, and payment terms for CONSULTANT’s Services on the Project known as:

Complete Street Policy Development

CONSULTANT Technical Representative: Paul Wojciechowski
Address: Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, Oregon 97214
Telephone No.: 503.230.9862
Email: paulw@altaplanning.com

CLIENT Technical Representative: Steve Hargis
Address: City of Rolla, Missouri
901 N. Elm Street
Rolla, MO 65402
Telephone No.: 573-364-8659
Email: shargis@rollacity.org

SERVICES. The Services shall be described in the Exhibit(s) to this Work Order.

SCHEDULE. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT & INVOICES. For satisfactory completion of the Services described herein, CONSULTANT shall invoice CLIENT for a total amount not to exceed $29,074, in accordance with the Schedule of Fees and Charges attached to this Work Order. The hourly rates listed (if any) are for the current calendar year and may be updated annually. The staff, labor categories and hours listed are subject to change as needed during the course of the performance of Services.

Services performed under this Work Order will be billed on a Fixed-Fee basis. Invoices will be submitted monthly showing progress toward milestones or current percent complete for each task.

TERMS AND CONDITIONS. The terms and conditions of the Professional Services Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of duly authorized representatives of the parties.

Alta Planning + Design, Inc.

08/17/2015
Signature
Date
Steve Durrant, Principal

CLIENT

08/17/2015
Signature
Date

Printed Name, Title

Printed Name, Title
BACKGROUND
The Rolla Complete Streets Strategy aims to assist in addressing active transportation integrated with motor vehicle traffic objectives that will coordinate development of complete streets policies and implementable active transportation strategies allowing integration with new development, the University and motor vehicle travel through the city.
This study will:
- Identify achievable opportunities for deployment of complete streets strategies in a way that recognizes the diversity of urban and rural contexts in the City of Rolla;
- Identify principles for integration of “complete streets thinking” into the local, collector and arterial network and land use planning within the City in coordination with the University and MoDOT;
- Evaluate the development, maintenance, and project development process to determine specific opportunities for consideration of complete streets concepts;
- Identify specific locations that could serve as opportunities for low cost “early action” complete streets;
- Consult with City to develop a citywide list of Complete Streets projects in conjunction with current plans for shared lane markings, bike lanes and trails for future funding opportunities;
- Identify possible incentives for the planning and development of complete streets projects in the City;
- Recommend complete streets policies to ensure complete streets strategies considered during all transportation infrastructure project development;
- Develop a City Complete Streets policy to be passed by the City Council as a resolution that is context sensitive and supports University, business and community efforts;

Users are defined to include motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods and users of public transportation in a manner that is suitable to the rural, suburban or urban context.
Development of complete streets increases the potential for reduction in vehicle miles traveled by providing safe mobility choices where previously they may not have existed. Implementation of safe access to schools where barriers currently exist will also promote active transportation and could lead to reduced emissions and trips made by automobile to schools.
The advocacy group Smart Growth America notes that nearly 40 percent of all vehicle trips are less than 3 miles, 17 percent are less than a mile, and of that 17 percent, 47 percent are made by a car. The reasoning behind some of these statistics is that 73 percent of Americans have no access to sidewalks or bike lanes, making the car their best and safest option. Over two-thirds of Americans suggest that they want more transportation options so that they have more freedom to choose how they move about. This is important because 30 percent of Americans do not drive. As a result of these statistics there has been a shift toward more multi-modal policies and legislation to support additional mobility choices.
The complete streets strategy would integrate efforts of the City of Rolla, Missouri University of Science and Technology and Missouri Department of Transportation to create a planning framework for a comprehensive complete street system throughout the City of Rolla that can safely serve all modes of transportation. The specific benefits of a citywide complete streets strategy and a safe routes to school strategy include:
PART I - COMPLETE STREETS STRATEGY

Task 1: Project Initiation/Management

Task 1.1: Project Kick-Off Meeting

The Consultant shall participate in an in-person project kick-off meeting to confirm the scope of the project, project schedules, project management and communication protocol, and grant procedures and expectations. This meeting will also initiate project work through discussion of potential Complete Streets strategies with City of Rolla staff to identify goals and objectives to guide decision-making throughout the planning process. The group will also discuss potential Technical Advisory Committee (TAC) members as well as tailored strategies for involving schools and other stakeholders.

The Consultant shall take minutes during the meeting and provide the City project manager with a summary of decisions and action items.

Deliverables
- Kick-off meeting summary
- Draft project goals and objectives

Task 1.2: Staff Coordination

Efficient project coordination and communication will be crucial to the success of this project, keeping it on time and within budget. The Consultant shall work with the City of Rolla project manager and other key staff to establish communication and decision-making protocols during project initiation. The Consultant shall assist with key decisions during the process.

The Consultant shall support the City of Rolla staff in establishing a Technical Advisory Committee (TAC) involving key stakeholders. Consultant shall work closely with staff to provide clarity around TAC roles and expectations in the planning process. No more than two (2) TAC meetings will be held throughout the project process to solicit input on priorities, project deliverables and processes, and to help formulate strategies for sustaining Complete Street efforts over time. E-mail communication with TAC members will also be used to publicize and organize project events, and to receive input on individual draft deliverables. It is anticipated that the City of Rolla project manager will provide consolidated non-contradictory comments from the TAC for document revisions.

Deliverables
- Monthly team meeting agendas, materials, and minutes (6 meetings anticipated)
- Final TAC roster with contact information
- Agendas, materials, and minutes for up to two TAC Meetings:
o TAC Meeting 1: Project Kick-Off, Identify Goals and Objectives
o TAC Meeting 2: Complete Streets Case Studies, Draft Complete Streets Strategy

Deliverables shall be provided in accordance with Exhibit B, Schedule.

Task 1.3: Task Management
The Consultant shall be responsible for day-to-day management of all tasks. Consultant members working on active tasks will participate in bi-weekly phone calls to coordinate with the client project manager. This will enable the Consultant to complete the project on schedule and within budget.

Deliverables
- Bi-weekly coordination calls, as needed

Task 2: Rolla Needs Assessment

Task 2.1: Needs Assessment
The Consultant shall prepare a literature review to assess potential toolkit strategies that consider land use contexts and arterial characteristics rather than geographic setting. The review will recommend specific toolkits that are particularly relevant to The City of Rolla. All GIS based information or drawings will be prepared by the City.

The Consultant shall solicit actions the City of Rolla or the University has undertaken to determine relevant current activities that support Complete Streets policies and activities, as well as expectations about future implementation of Complete Streets. During the initial TAC meeting the consultant will ask about existing activities, policies and General Plan language, key local priorities for Complete Streets implementation, current processes in place to promote Complete Streets projects, and barriers that are challenging to implementation. Stakeholders such as the hospital and Missouri S & T will be a part of the TAC and will have key input to the policy. The Consultant shall review best practices for application to the City of Rolla and provided a draft set of materials to confirm that local Complete Streets policy examples for this process.

To understand the variety of contexts in The City of Rolla, the Consultant shall prepare an assessment of Complete Streets strategies. The assessment will at a minimum consider degree of development, abutting land use, proximity to transit, existing and planned street width, and volume of traffic served. The Consultant shall prepare a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis of the state of Complete Streets in Rolla.

The Consultant shall develop a Complete Streets implementation approach, based on the other data collected for this task as well as local jurisdiction awareness of and progress toward Complete Streets policy adoption and implementation. Future task work will take into account the level of understanding and acceptance of how Complete Streets benefits communities. The outreach and strategy development will be an opportunity to educate participants about the value and importance of Complete Streets efforts. The Consultant shall develop an overall strategy that will recommend how best to integrate a Complete Streets component into City of Rolla operations and plans.

Deliverables
- Summary of City of Rolla needs and strategy to incorporate Complete Street Policy into city public works, parks and planning activities.
Task 2.2: Define Goals/Objectives

In coordination with the project team and TAC, goals and objectives for the strategy will be defined. Goals could include, but are not limited to:

- Active transportation promotion
- Shifting travel modes from single occupancy vehicles
- Education about the benefits of active transportation, including public health, livability, and other benefits
- Connectivity between active transportation and transit networks.

The Consultant shall identify key areas of inter-department coordination and partnerships outside the City with key stakeholders including specific roadway corridors and existing opportunities.

The Consultant shall present the draft goals and objectives to the TAC to solicit input from these key stakeholders in The City of Rolla. These presentations will be an opportunity to promote the benefits of Complete Streets and educate partners of the value of implementing Complete Streets policies and strategies locally.

The City of Rolla will collect comments from the stakeholders and provide a single set of internally-consistent comments.

Deliverables

- Draft and final goals and objectives
- Presentations to key stakeholders

Task 2.3: Research Complete Streets Case Studies

The Consultant shall develop three case studies highlighting lessons learned and benefits from adopting Complete Streets policies. Case studies will be based on best-practice from the Consultant’s library of national examples from communities with similar characteristics in terms of demographics and community form.

The case study analysis will highlight lessons learned and tips for overcoming challenges to include these resources in The City of Rolla strategy.

The Consultant shall compile an appendix of resources that cover Complete Streets education and awareness building, policy, and implementation. This task will identify tools and resources that the City of Rolla can use to implement the Complete Streets policy, and will account for an applicable range of roadway and land use contexts, as well as demographic characteristics and community goals. These resources will be collected into a user-friendly guide that directs users to the most relevant resources for a particular context or concern.

The Consultant shall develop a PowerPoint presentation to outline success stories, lessons learned, and strategies for overcoming challenges to implementation. It will be presented to the TAC and recorded to be posted online for other audiences to view later.

The Consultant shall develop a Complete Streets Policy using feedback gleaned from Task 2.1, Task 2.2, and current best practices. The policy will at a minimum include considerations and options for different contexts. The City of Rolla will collect comments and edits from the stakeholders and provide a single set of internally-consistent comments.

Deliverables

- Summary of Complete Streets case studies applicable to The City of Rolla
- Appendix of resources that cover Complete Streets education and awareness building, policy, and implementation
- PowerPoint presentation of complete street success stories
- Draft Complete Streets policy
Final Complete Streets policy

Deliverables shall be provided in accordance with Exhibit B, Schedule.

Task 3: Develop Complete Streets Strategy

Task 3.1: Prepare Draft Complete Streets Strategy

The Consultant shall prepare a draft Complete Streets strategy based on the goals and objectives vetted through project stakeholders in Task 2 and approved by the City of Rolla. The strategy will focus on actionable first steps and specific resources, specifically:

- **Principles for integration of “Complete Streets thinking” into street network and land use planning within the City.** The principles will use the urban and rural contexts in The City of Rolla as a framework to recommend specific language and action items to be incorporated into City policies, potentially including a design review process, development and involvement of a Bicycle Pedestrian Advisory Committee, or checklists. This will include a discussion of strategies for identifying and prioritizing specific Complete Streets improvements within each jurisdiction to be incorporated into the General Plan update and infrastructure planning processes. Action items will take into account land use and roadway context, as well as community goals and priorities.

- **Strategies for identification of early-action projects that can launch Complete Streets implementation.** The Consultant shall identify specific lower-cost Complete Streets projects to initiate efforts and build public support and awareness of Complete Streets concepts. Information gathered in previous tasks will inform a menu of potential early-action projects for local jurisdictions to consider implementing, such as corridors that impact several jurisdictions, high-priority bicycle or pedestrian projects, or other previously-identified corridors. This will include the implementation of bikeways identified by the City to date.

- **Incentives for planning and developing Complete Streets projects.** Incentives will consider options offered in other jurisdictions, ranging from technical assistance to integration into the evaluation process for City of Rolla grant applications. Funding and financing options will be identified to determine evaluation criteria that may strengthen particular projects and result in early implementation.

Deliverables
- White paper of draft Complete Streets Strategy

Task 3.2: Prepare Final Complete Streets Strategy

The Consultant shall draft a Final Complete Streets strategy for The City of Rolla. The strategy will help move the City towards successful adoption and implementation of Complete Streets policies and practices. The strategy will include the following:

- Context-specific principles for Complete Streets integration into existing land use plans and other relevant codes (e.g. zoning ordinances, municipal codes, general plans)

- Recommendations for building awareness of and support for Complete Streets among residents, policy makers, public health advocates, planners, and transportation engineers

- Model Complete Streets policy language to be included in local jurisdiction’s General Plans

- City principles for Complete Streets adoption and implementation for City of Rolla staff (e.g., invest in Complete Streets first near schools)
Incentive resources to promote Complete Streets

Deliverables
- Final City of Rolla Complete Streets Implementation Strategy

Task 3.3: Present Strategy to City Council
The Consultant shall present the strategy to the staff and City Council for review and input at a work session, and subsequent Council meeting. The Consultant will collect comments and edits from the work session to finalize the strategy.

Deliverables
- Presentation of Complete Streets implementation strategy to City Council

City Responsibilities: GIS mapping, drawings, traffic counts and analysis, meeting venues, web notification on website.

Exhibit B
Estimated Schedule

Consultant shall commence performance of Services and proceed toward completion of deliverables as directed by Client, and complete work by December 1, 2015.

Exhibit C
Schedule of Fees and Charges

Fixed Fee:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Task 1 Project Initiation</td>
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</tr>
<tr>
<td>Task 2 Rolla Needs Assessment</td>
<td>$13,642</td>
</tr>
<tr>
<td>Task 3 Develop Complete Streets Strategy</td>
<td>$8,388</td>
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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance to Amend Sec. 34-1 of City Code Pertaining to the Health Authority

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: August 17, 2015

COMMENTARY:

An issue recently surfaced with regards to a health concern at an existing business. The City of Rolla has adopted a Health Code that delegates authority to the Phelps County Health Department and our “Health Authority.” The “Authority” includes the City’s Building Codes Administrator but provides no alternative in his/her absence. We encounter potentially significant health issues in some restaurants and hotels/motels periodically and in extreme cases do not have the ability to wait days before taking definitive action. The simple change to Sec. 34-1 allows the Codes Administrator to appoint an alternative (designee) in his absence.

We do not discuss health issues often with Council so I am including our current regulations on same as well as some of the inspection forms that are used.

Recommendation: Final Reading
ORDINANCE NO. _______

AN ORDINANCE REPEALING SECTION 34-1 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 34-1 IN LIEU THEREOF RELATING TO RESTAURANTS AND OTHER FOOD-SERVICE ESTABLISHMENTS.

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

Section 1: That Section 34-1 of the Code of the City of Rolla, Missouri, relating to restaurants and other food-service establishments, is hereby repealed and a new Section 34-1 is hereby enacted in lieu thereof as follows:

Sec. 34-1. Authority.

Health authority shall mean the Phelps/Maries County Health Department and the City of Rolla Building Codes Administrator or his/her designee.

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


APPROVED:

ATTEST: ___________________________ MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

III. 8. 2.
Chapter 34 – Restaurants and Other Food-Service Establishments

Sec. 34-1. AUTHORITY

Health authority shall mean the Phelps/Maries County Health Department and the City of Rolla Building Codes Administrator. (Ord. 1205, §4; Ord. 3013, § 1.)

Sec. 34-2. ENFORCEMENT INTERPRETATION

The issuance, suspension and revocation of operating permits and other available enforcement remedies shall be conducted in accordance with the provisions of this Chapter. Food service and retail food establishments shall comply with sanitation requirements set forth in the 1999 Missouri Food Code. Inspections to determine compliance with the food code will be conducted by the health authority. The 1999 Missouri Food Code including any future updates, amendments or revisions stipulated by the Missouri Department of Health and Senior Services is incorporated herein as if fully set out herein. (Ord. 2211, §1.)

Sec. 34-3. TEMPORARY FOOD SERVICE AND RETAIL FOOD ESTABLISHMENTS

As a general rule, temporary food service or retail food establishments must comply with all provisions of this Chapter applicable to their operation. The health authority may impose additional requirements, such as prohibiting sale of certain potentially hazardous foods when deemed necessary to prevent public health or prevent illness. The health authority may also relax or modify specific requirements for these physical facilities when in his/her opinion no imminent health hazard will result. (Ord. 1205, § G.)

Sec. 34-4. PERMITS

(a) Required. It shall be unlawful to operate a food service or retail food establishment within the city, or its police jurisdiction, without a valid operating permit issued by the health authority and a city of Rolla business license. Only those who comply with the requirements of this Chapter and pay a required fee shall be entitled to receive and retain such a permit. A valid operating permit and a copy of the most recent health inspection shall be conspicuously posted in every food service and retail food establishment.

(b) Issuance. Each year, all persons, corporations or other entities desiring to operate or continue operating a food service or retail food establishment within the city or its police jurisdiction shall make written application to the health authority for an operating permit and pay a required fee. Application forms are provided by the health authority and must be filled out completely and bear the signature of the applicant or applicants. For permit renewals, a previous year’s tax statement indicating annual gross food sales must be included. An application for a temporary food service or retail food establishment shall also include the dates of the proposed operation.

For new establishments, upon receipt of an application the health authority shall conduct an inspection of the proposed food service or retail food establishment to determine compliance with the provisions of this Chapter. When the health authority determines that the establishment meets applicable requirements of this Chapter, an operating permit will be issued to the applicant.

Operating permits are valid from July 1 through June 30 of the following year or from the date of issuance through June 30 of the current permit year. Operating permits for temporary food service establishments will be issued for a period not to exceed fourteen days. Permits are non-transferable.
(c) Suspension. Permits may be temporarily suspended or revoked by the health authority for failure of the holder to comply with the requirements of this Chapter. Notwithstanding other provisions of this Chapter, whenever the health authority finds unsanitary or other conditions in the operation of a food service or retail food establishment which, in their judgment, constitute a substantial hazard to the public health, they may without warning, notice or hearing, issue a written notice to the permit holder or operator citing such condition, specifying the corrective action to be taken, and specifying the time period within which such action shall be taken.

If deemed necessary, such order shall state that the establishment's operating permit is immediately suspended or revoked, and all food service or retail food operations are to be immediately discontinued. Any person issued such an order shall comply immediately therewith, but upon written petition to the health authority, shall be afforded a hearing as soon as possible.

(d) Reinstatement. A person who has their operating permit suspended or revoked may, at any time, make application for a re-inspection of their establishment for the purpose of reinstatement of the operating permit. Within ten days following receipt of a written request, including a statement signed by the applicant that in his/her opinion the conditions causing suspension or revocation of the permit have been corrected, the health authority shall make a re-inspection. If the applicant is in compliance with the requirements of this Chapter, the operating permit shall be reinstated.

(e) Revocation. In cases of serious or repeated violations of the requirements of this Chapter, or interference with the health authority in the performance of their duties, an operating permit may be permanently revoked. Prior to such action, the health authority shall notify the permit holder in writing, specifying the reasons the operating permit is subject to revocation and advising them the permit will be permanently revoked five days following service of the notice unless a request for hearing is filed with the health authority, by the permit holder within the five day period. A permit may be suspended for cause pending its revocation or a hearing relative thereto.

(f) Hearings. The Rolla City Council shall conduct hearings provided for in this Section at a time and place designated by the council. Based upon the record of such hearing, the council shall make a finding and shall sustain, modify or rescind any official notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the operating permit holder by the health authority. (Ord. 1205, §2.)

Sec 34-5. INSPECTIONS

(a) Generally. At least once during the calendar year, the health authority shall inspect each food service and retail food establishment located in the city, or its police jurisdiction, and shall make as many additional inspections and re-inspections as are necessary to ensure compliance with this Chapter.

(b) Access to establishments. The health authority, after proper identification, shall be permitted to enter, at any reasonable time, any food service or retail food establishment within the city, or its police jurisdiction, for the purpose of making inspections to determine compliance with this Chapter. They shall be permitted to examine all records of the establishment relevant to daily operations including food and supplies purchased, received or used, and persons employed.

(c) Issuance of notices. When the health authority conducts an inspection of a food service or retail food establishment and discovers requirements of Section 34-1 through 34-9 of this Chapter have been violated, they shall notify the operating permit holder or operator of such violations by means of an inspection report form or other written notice. In such notification, the health authority shall:

(1) Specify the specific violations identified during the inspection.
(2) Establish a specific and reasonable compliance schedule for correction of the identified violations.

(3) Indicate in writing that failure to comply with the provisions of this Chapter or any notice issued pursuant to this Chapter may result in immediate suspension of the operating permit.

(4) Indicate in writing that an opportunity for an appeal of any notice of inspection findings will be provided if a written request for a hearing is filed with the health authority within the period of time established in the inspection report.

(d) Service of notices. Notices provided for in this Section shall be deemed properly served when the original or copy of the notice has been delivered personally to the permit holder or person in charge, or has been sent by registered or certified mail, return receipt requested, to the last known address of the permit holder. A copy of the notice shall be filed with the records of the health authority. (Ord. 1205, §H; Ord. 3013, § 3.)

Sec. 34-6. EXAMINATION AND CONDEMNATION OF FOOD

Food may be examined or sampled by the health authority as often as deemed necessary to determine its condition. The health authority may, upon written notice to the owner or person in charge order the immediate denaturing and disposal of any food they determine to be, or have probable cause to believe is adulterated, misbranded or otherwise unwholesome. They may also place said products under a hold order pending further investigation or laboratory testing. Under a hold order, food shall be permitted to be suitably stored but not served, sold or provided to the public with or without charge. It shall also be unlawful for any person to remove or alter a hold order, notice or tag placed on food by the health authority, and neither such food nor the containers thereof shall be relabeled, repacked, reprocessed, altered, transported, disposed of, or destroyed without permission of the health authority except by order of a court of competent jurisdiction. After the owner or person in charge has had a hearing as provided for in paragraph (f) of Section 34-4 and on the basis of evidence produced at such hearing, or on the basis of their examination in the event a written request for a hearing is not received within ten days, the health authority may vacate the hold order, or may by written order direct the owner or person in charge of the food which was placed under the hold order to denature or destroy such food or to bring it into compliance with the provisions of this Chapter; provided, that such order of the health authority to denature or destroy such food or bring it into compliance with the provisions of this Chapter shall be stayed if the order is appealed to a court of competent jurisdiction within three days. (Ord. 1205, §H.)

Sec. 34-7. FOOD SERVICE OR RETAIL FOOD ESTABLISHMENTS OUTSIDE JURISDICTIONS OF THE HEALTH AUTHORITY

Food from food service and retail food establishments outside the jurisdiction of the health authority of the city may be sold within the city if such food service and retail food establishment conform to the provisions of this Chapter or to substantially equivalent provisions. To determine the extent of compliance with such provisions, the health authority may accept reports from responsible authorities in other jurisdictions where such food service or retail food establishments are located. (Ord. 1205, § H.)

Sec. 34-8. PLAN REVIEW OF FUTURE CONSTRUCTION

When a food service or retail food establishment is hereafter constructed or extensively remodeled, or when an existing structure is converted for use as a food service or retail food establishment, properly prepared plans and specifications for such construction, remodeling or alteration, showing layout, arrangement and construction
materials of work areas, and the location, size and type of fixed equipment and facilities, shall be submitted to the health authority for approval before such work is begun. (Ord. 1205, § H.)

Sec. 34-9. PROCEDURE WHEN INFECTION IS Suspected

When the health authority has reasonable cause to suspect possibility of disease transmission from any food service establishment employee, the health authority shall secure a morbidity history of the suspected employee, or make such other investigation as may be indicated, and take appropriate action. The health authority may require any or all of the following measures:

(a) The immediate exclusion of the employee from all food service establishments;

(b) The immediate closure of the food service establishments concerned until, in the opinion of the health authority, no further danger of disease outbreak exists;

(c) Restriction of the employee’s services to some area of the establishment where there would be no danger of transmitting disease; and

(d) Appropriate medical and laboratory examinations of the employee in question, of other employees, and of their bodily discharges. (Ord. 1205, § H.)

Secs. 34-10 to 34-20. RESERVED.
(c) Equipment types to include items such as stoves, refrigerators, handsinks and work tables; and

(H) A statement signed by the applicant that:
   (1) Attest to the accuracy of the information provided in the application, and
   (2) Affirms that the applicant will:
      (a) Comply with this Code;
      (b) Allow the regulatory authority access to the food establishment, and
      (c) Provide records specified under §§ 3-203.12 and 5-205.13 and Subparagraph 8-201.14; and

(I) Other information required by the regulatory authority.

8-302.20 Preoperational Inspections. The regulatory authority shall conduct one (1) or more preoperational inspections to verify that the food establishment is constructed and equipped as specified in law and in accordance with the provisions of this Code.

8-303.10 Issuance of Approval to Open. The regulatory authority shall issue an approval to open to the applicant after:
   (A) A properly completed Mo Form #1 (11-12), Approval to Open is submitted;
   (B) Evidence that standard procedures are in place;
   (C) The required plans, specifications, and information are reviewed and approved; and
   (D) A preoperational inspection as specified in § 8-302.20 shows that the establishment is built or remodeled in accordance with the approved plans and specifications and that the establishment is in compliance with this Code.

8-303.20 Denial of Approval to Open, Notice. If an application for approval to open is denied, the regulatory authority shall provide the applicant with a notice that includes:
   (A) The specific reasons and Code citations for the denial;
   (B) The actions, if any, that the applicant must take to qualify for approval to open; and
   (C) Advisement of the applicant’s right of appeal and the process and timeframes for appeal to the department as specified in Chapter 536, RSMo.

8-303.30 Failure to Obtain Approval to Open. Any food establishment found to be operating without the required approval to open may be issued a closing order by the department. If so, the facility will cease operation and remain closed until the operator has met the provisions of this Code and an approval to operate has been issued.

8-304.11 Responsibilities of the Operator. Food establishments requiring approval to open shall develop written standard procedures. These procedures shall include at a minimum:
   (A) A cleaning schedule for the establishment and equipment;
   (B) An employee illness policy;
   (C) A procedure to verify adequate food cooling temperatures;
   (D) A procedure to verify adequate food cooking temperatures; and
   (E) Equipment monitoring procedures, including proper cleaning and sanitization of utensils by a commercial dish machine and documentation of refrigeration temperatures.

8-404.11 Ceasing Operations and Reporting.
   (A) Except as specified in § (B) of this section, an operator shall immediately discontinue operations and notify the regulatory authority if an imminent health hazard may exist because of an emergency such as a fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross unsanitary occurrence or condition, or other circumstance that may endanger public health.

   (B) An operator need not discontinue operations in an area of an establishment that is
Fire Inspection Report

Type: ___Regular ___New ___Home ___Complaint

Business Address
Business Phone
Manager’s Name
Owner’s Name
Emergency Contact
Type of Occupancy
KNOX Box Location

___ No Violations

___ Violations  Violations requiring corrective action are marked below. Re-inspections will be conducted after ___ days.

___ Address
___ Aisles
___ Alarm System
___ Building Repairs
___ Chemicals
___ Combustibles
___ Doors
___ Electricity
___ Exit Lights/Signs
___ Exits
___ Extinguishers
___ Fire Door
___ Fire Escape
___ Firewalls/Enclosures
___ Fixed Extinguisher Systems
___ Flammable Liquids
___ Heating
___ Housekeeping
___ Open Flame Devices
___ Paint Spraying
___ Sprinkler System
___ Stairs
___ Standpipes/Hose Cabinets
___ Other Violations

Remarks:

Inspection Date
Inspected By
Shift/Station
Approved
Not Approved

Received By
Title

Re-Inspection Date
Inspected By
Approved
Not Approved

City of Rolla Fire & Rescue
1490 East Tenth Street, Rolla, MO 65401
Phone: (573) 364-3989, Fax: (573) 364-3224
Based on an inspection this day, the items noted below identify noncompliance in operations or facilities which must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any time limits for corrections specified in this notice may result in cessation of your food operation.

**RISK FACTORS AND INTERVENTIONS**

### Management and Personnel
- 2-1 Supervision
- 2-2 Employee Health
- 2-3 Personal Cleanliness
- 2-4 Hygienic Practices

### Food
- 3-1 Characteristics
- 3-2 Sources, Specifications, and Original Containers and Records
- 3-3 Protection From Contamination After Receiving
- 3-4 Destruction Of Organisms Of Public Health Concern
- 3-5 Limitation Of Growth Of Organisms Of Public Health Concern
- 3-6 Food Identity, Presentation, and On-Premises Labeling
- 3-7 Contaminated Food
- 3-8 Special Requirements for Highly Susceptible Populations

### Equipment, Utensils, and Linens
- 4-1 Materials For Construction and Repair
- 4-2 Design and Construction
- 4-3 Numbers and Practices
- 4-4 Location and Installation
- 4-5 Maintenance and Operation
- 4-6 Cleaning Of Equipment and Utensils
- 4-7 Sanitization Of Equipment and Utensils
- 4-8 Laundering
- 4-9 Protection Of Clean Items

### Water, Plumbing, and Waste
- 5-1 Water
- 5-2 Plumbing System
## Risk Factors and Interventions

### Water, Plumbing, and Waste
- 5-3 Mobile Water Tank and Mobile Food Establishment Water Tank
- 5-4 Sewage, Other Liquid Waste, and Rainwater
- 5-5 Refuse, Recyclables, and Returnables

### Physical Facilities
- 6-1 Materials For Construction and Repair
- 6-2 Design, Construction, and Installation
- 6-3 Numbers and Capacities
- 6-4 Location and Placement
- 6-5 Maintenance and Operation

### Poisonous or Toxic Materials
- 7-1 Labeling and Identification
- 7-2 Operational Supplies and Applications
- 7-3 Stock and Retail Sale

### Compliance and Enforcement
- 8-1 Modifications
- 8-2 HACCP Plan
- 8-3 Qualifications and Responsibilities
- 8-4 Ceasing Operations and Reporting

---

### Acknowledgement of Critical and Non-Critical Items

By initialing here, you, as the person in charge, acknowledge the following:
- I am receiving the inspection report based on today's inspection, this inspection denoted 0 critical violations and 0 non-critical violations of the food code.
- I am aware of each violation and the compliance date for each violation.
- I have had ample opportunity to discuss each violation with the official who conducted the inspection.

---

### Inspection Information

**Received by (Person in Charge/Title):**
/

**Inspector/Telephone Number:**
/

**EPHS No.:**

**FOLLOW-UP:**
- [ ] Yes
- [ ] No

**Date of Follow-Up:**
III. B. 10.
MEMO

To: Steve Flowers
FROM: Kathleen McMeen
DATE: August 13, 2015
RE: Abatement Bids for 107 West 3rd Street

Steve,

Find attached 3 bids for abatement of nuisance violations of the property referenced above. I have been dealing with this property since 8/15/2014. The property has been involved in probate since the pasting of its owner Mary Ann Pogue on 5/14/2004. At this time the probate attorney, James Crump has resigned, the heirs of the property cannot be contacted and do not want to be responsible for the residence. The bids are for securing the property by boarding up several unsecure entries, cutting down a large amount of overgrown, rank vegetation that is infringing on the neighbors new fence, and hauling away several dump truck loads of trash and tearing down a small shed that has been broken into by the neighbors and used for storage of more trash. The lowest bid is from Harris Lawn Care of $1,300, then Daniels Lawn Care at $1,450 and Mike Atkinson at the highest, $2,400. David Harris, with the low bid, has the equipment (skid steer, backhoe and dump truck) to do the job well and already does grass abatements for the City. He has a City business license and is insured and feels he can have the job done in one day weather permitting. By having this done now by the City it will make the neighbors happy and secure the property until the tax sale next year.

Thank you,

Kathleen McMeen
Community Development
Codes/Zoning Inspector
Phone: (573) 426-6975

Current City Lien on Property is $898.26 for past abatements

IAI
Nuisance/Property Maintenance Violation Notification

August 29, 2014

Mary Ann Pogue Estate
PO Box 1412
Rolla, MO 65402

RE: Unsafe Building/Trash/High Weeds Brush on Property
   Account #: 7697
   Address: 107 West 3rd Street, Rolla

This notice is to inform you that a complaint has been filed with our office in regards to the property at the address listed above. Upon investigation, it has been determined that a Nuisance/Property Maintenance condition does exist. The items indicated on the attached inspection sheet are in violation of Sections 6, 28 and 303/305, Article I or II, of the City of Rolla Code or the 2000 International Property Maintenance Code. In order to promote public safety, health and general welfare, and to protect life and property, these conditions must be corrected within 30 days of the above listed date. If not, the City will abate the nuisance and all cost and administrative-fees will be placed as a special tax lien against the property. You have the right to appeal this decision to the Property Maintenance Board of Appeals. A written application must be filed with our office within 20 days of the above date.

Please examine the attached inspection sheet for the details of the infractions to the specific Sections.

If you have any questions, please call (573) 364-5333 or 426-6975.

Thank you for your cooperation.

Kathleen McMeen
Zoning/Codes Inspector
City of Rolla
Nuisance/Property Maintenance
Notification of Violation

Address 107 West 3rd St. Date 8/15/2014

Inspector K. McMeen

Abbreviation(s):

☐ Junked, abandoned or unlicensed vehicle parked on property. (Section 302.8 of the IPMC).
☒ Exterior surfaces of building with peeling, flaking and chipped paint requiring repainting. (Section 303.2 of the IPMC)
☒ Exterior stairway, deck, porch or balcony structurally unsound and in need of repair. (Section 303.10 of the IPMC)
☒ Garbage or rubbish deposited over property. (Section 305, 2000 IPMC)
☐ Plumbing fixtures in need of repair or not in a safe and sanitary condition. (Section 504.1 of the IPMC)
☐ Heating facilities in need of repair. (Section 602 of the IPMC)
☐ Unsafe chimney or vent or other mechanical systems are not in a safe working condition. (Section 603 of the IPMC)
☐ Electrical system hazards. (Section 604 and 605 of the IPMC)
☒ Dangerous or unsafe building. (Section 6-25 of the Rolla City Code)
☒ Broken windows or unsecured entries into buildings. (Section 6-32 of the Rolla City Code)
☒ Old appliances, automobile parts, scrap iron or other metals or other worn out machines remaining on property. (Section 28-2(a) of the Rolla City Code)
☐ Shrubs, hedges and limbs of trees projecting over a sidewalk or street at a height of less than ten (10) feet. (Section 28-2(g) of the Rolla City Code)
☐ Ponds or pools containing unclean water. (Section 28-2(i) of the Rolla City Code)
☒ Unlawful open storage on porches, under carports or breezeways, in open garages not equipped with a door or storage inside yards or similar area visible from the public right-of-way. (Section 28-2(n) of the Rolla City Code)
☐ Manure, animal matter or excrement that might be offensive to the sight or smell or a menace to health, safety, peace or comfort of the public. (Section 28-2(b) of the Rolla City Code)
☒ Materials or items deposited which might become breeding places or which might harbor mosquitoes, ants, flies, rats, mice or other insects, animals or vermin. (Section 28-2(b) of the Rolla City Code)
☒ Substances or things that cause an odor disagreeable to the surrounding neighborhood. (Section 28-2(j) of the Rolla City Code)
☒ Brush piled on property. (Section 28-11(a)-(c) of the Rolla City Code) Needs to be cut within 5 days.
☒ High grass/weeds. (exceeding 12" high or per Section 28-11 of the Rolla City Code) Needs to be cut within 5 days.
□ Fence, Sign or accessory structure not properly maintained or in unsafe condition. (Section 42-227.3, 42-244.4(d) of the Rolla City Code and Section 302.7 of the IPMC)

☐ Other:

Must be brought up to code standards.

Any questions please call: 364-5333 or 426-6715

Thank you.

Date Corrected 8/15/2014 Re-inspected by

The items listed above is in violation of Sec. 6, 28 or 42 of the Rolla City Code and the 2000 International Property Maintenance Code. You will be given 30 days (unless otherwise noted) to correct these conditions. Any cost incurred by the City for the abatement of the above mentioned violations, as well as any fine or administrative cost, shall be placed as a special tax lien against the property. Also, any person who shall violate tot fail to comply with any provisions of this code shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate offense. A summons to appear will also be issued for the violation. You have the right to appeal this decision to the Property Maintenance Board of Appeals. A written application must be filed with our office within 20 days of receipt of this letter. Please contact the City of Rolla Community Development Department @ 364-5333 in regards to the correction of the above deficiencies.

Date A.7.
Stop by P&N to get OBIT
Nuisance Investigation Report

I herein request an investigation of the property maintenance violation or nuisance described below:

107 W 3rd St, Rolla, MO

The house is half way boarded up, but trash all over property,
very dangerous kids playing in it and animal going
in and out all the time

Location (be specific): 107 W 3rd St Rolla MO

Person(s) responsible for the condition (if known): 2

How long has this condition existed? 11 years or more

Have you reported this condition to the person responsible? √ Yes □ No

Was this condition been reported to the Community Development Department previously? √ Yes □ No

If reported previously, when? 6 months ago

By making this request for an investigation, I acknowledge that the Community Development Department may take all necessary steps consistent with the appropriate laws to investigate and effect correction if such is warranted. Such action may involve referral to other departments for appropriate action. Legal action may require the need for court appearance and testimony to collaborate the conditions stated in this complaint.

Person requesting the investigation:

Name: [Signature] Date: 4/9/15

Address: 63 W 3rd St Rolla Phone Number: 573-462-4444

For Community Development Department Use:

<table>
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<tr>
<th>Complaint</th>
<th>Yes</th>
<th>No</th>
<th>Date</th>
<th>Action Taken</th>
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<th>No</th>
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<table>
<thead>
<tr>
<th>Complaint Status</th>
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<th>No</th>
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<tr>
<td>Abated</td>
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<td>Awaiting Legal Action</td>
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Inspector: Date:

IV A.P.
## Information for Parcel 7697, Tax Year 2014 Payable 2015

### Property Information

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>2014</th>
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<tbody>
<tr>
<td>Alternate Parcel Number</td>
<td>71 09 1 0 11 001 072 063 009</td>
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<tr>
<td>Tax Code</td>
<td>31 8000 - 31 80 0 0 0</td>
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<tr>
<td>Land Use</td>
<td>CI - CITY</td>
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<tr>
<td>Mailing Name and Address</td>
<td>POGUE, MARY ANN ESTATE CONNIE JAMES 2464 HIGHWAY 19 N SALEM, MO 65560</td>
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<tr>
<td>Site Address</td>
<td>107 W 3RD STREET ROLLA 65401</td>
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<tr>
<td>Acres</td>
<td>0.0800</td>
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<tr>
<td>Legal Description</td>
<td>E1/2 LOT 1, BLK 11 CITY OF ROLLA</td>
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### Assessed Value

| 3,440 |

### Payments

| Tax Billed | $1,005.89 |
| Penalty Billed | $242.67 |
| Cost Billed | $0.00 |
| Total Billed | $1,248.67 |
| Amount Paid | $0.00 |
| Total Unpaid | $1,248.67 |

### Tax Due Amounts

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Contact the Collector:

collector@phelpsmo.org
573-458-6155

View Cart (empty)

Current Page

Full Report

Pay Taxes

Billing & Collection

Payment History

Legal Description

Names

Redemption

Site Addresses

Taxing Bodies

Start a New Search
Go to the County Website
Phelps County GIS
Phelps County Camera
Tax Sale Information
Internet Disclaimer

http://phelpsmo.devnetnode.com/view/RE/7697

8/13/2015
200 N. Main St., Suite 129, Rolla, MO 65401

Online Property Inquiry

Information for Parcel 7697, Tax Year 2014 Payable 2015

<table>
<thead>
<tr>
<th>Property Information</th>
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<tbody>
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<td>Tax Year</td>
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<tr>
<td>Land Use</td>
<td>CI CITY</td>
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<td>Owner Name and Address</td>
<td>POGUE, MARY ANN ESTATE</td>
</tr>
<tr>
<td></td>
<td>CONNIE JAMES</td>
</tr>
<tr>
<td></td>
<td>2464 HIGHWAY 19 N</td>
</tr>
<tr>
<td></td>
<td>SALEM, MO 65560</td>
</tr>
<tr>
<td>Mailing Name and Address</td>
<td>POGUE, MARY ANN ESTATE</td>
</tr>
<tr>
<td></td>
<td>CONNIE JAMES</td>
</tr>
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<td></td>
<td>2464 HIGHWAY 19 N</td>
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<td></td>
<td>SALEM, MO 65560</td>
</tr>
<tr>
<td>Site Address</td>
<td>107 W 3RD STREET</td>
</tr>
<tr>
<td></td>
<td>ROLLA 65401</td>
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<tr>
<td>Acreage</td>
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<td>Assessed Value</td>
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<td>Tax Rate</td>
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<tr>
<td>Legal Description</td>
<td>E1/2 LOT 1, BLK 11 CITY OF ROLLA</td>
</tr>
</tbody>
</table>

Total Tax          | $1,248.67 |

<table>
<thead>
<tr>
<th>Payment History</th>
<th>Total Due</th>
<th>Total Paid</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$236.63</td>
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<tr>
<td>2010</td>
<td>$270.10</td>
<td>$270.10</td>
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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED: First/ Final Reading

SUBJECT: An Ordinance approving the re-subdivision of the west half Lot 1 and Lot 2, the north half of Lot 6, the east 50 feet of Lot 7, in Block 18, Frisco Subdivision and a fractional part of Section 1, Township 37 north, Range west Rolla, Missouri. (Zhenhong)

DATE: August 17, 2015

GENERAL INFORMATION:

CASE #: 7-10-15

OWNER/APPLICANT(s): Zhenhong Lin, Rolla, Missouri 65401, Mr Zhenhong owns the property based on real property tax assessment records, account # 6437.

LOCATION: The subject property is located at the southeast intersection of Arkansas Avenue and Iowa Street consisting of .36 acres or 15,681 sq. ft. This tract is large enough to accommodate seven (7) units. The building footprint must not exceed 6,272 sq.ft. (or 40% of the entire property) and 25% of the total site must be preserved as open space. A maximum of 8 bedrooms may be provided for each unit in a multi-family district – and there shall be provided at least .66 off-street parking spaces per bedroom.

LOTS / ZONING: Zoning for this entire parcel is R-3 (multi-family district). The proposed re-subdivision will establish a new lot (Lot 1) for the Arkansas Avenue addition.

PUBLIC COMMENT/ISSUES: The DRC met on July 28, 2015 to review the re-subdivision plat. All the proposed changes were made as requested by the Public Works Department and the Rolla Municipal Utilities. All fees will be paid before permits are issued.

CITY ACTION: The Planning and Zoning Commission reviewed this amendment to the revised Arkansas Avenue Subdivision on August 11, 2015 and recommended approval of the plat.

Lortz Surveying
ORDINANCE NO. ________

AN ORDINANCE APPROVING THE ELIMINATION OF INTERIOR LOT LINES AND THE DESIGNATION OF A NEW LOT 1, A RE-PLAT OF THE WEST HALF OF LOTS 1 AND 2, THE NORTH HALF OF LOT 6, THE EAST 30 FEET OF LOT 7, IN BLOCK 18, OF THE FRISCO SUBDIVISION, AND A FRACTIONAL PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 WEST ROLLA, MISSOURI, LOT 15, A PLAT LOCATED IN ROLLA, MISSOURI. (LIN)

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

Section 1: The re-plat of a portion of the Frisco Subdivision, having been reviewed by the Planning and Zoning Commission at their July 14, 2015 meeting as a preliminary plat and considered as a final plat at their August 11, 2015 meeting.

Section 2: That the following legal description applies to this re-plat of the Frisco Subdivision concerning the west half of Lots 1 and 2, the north half of Lot 6, and the east 30 feet of Lot 7, in Block 18, Frisco Subdivision, and a fractional part of Section 1, Township 37 north, Range 8 west Rolla, Missouri, consisting of .36 acres, prepared by and signed by Lortz Surveying, LLC, Dated August 2, 2015, Survey Number L – 415.

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST 2015.

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

IV.8.2.
FINAL PLAT OF
ARKANSAS PLAZA
A RESUBDIVISION OF THE WEST HALF LOT 1 AND LOT 2, THE NORTH HALF OF LOT 6, THE
EAST 50 FEET OF LOT 7, IN BLOCK 18, FRISCO SUBDIVISION AND A FRACTIONAL PART OF
SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 WEST
ROLLA, MISSOURI

RECEIVED AUG 4 X 2015

DESCRIPTION

ALL OF THE WEST ONE-HALF OF LOT ONE AND THIS ARE ALL OF THE
NORTH ONE-HALF OF LOT SIX, ALL IN BLOCK EIGHT OF FRISCO
SUBDIVISION IN ROLLA, TOWNSHIP 37 NORTH, RANGE 8 WEST, ROLLA
COUNTY, MISSOURI. AND THE EAST FIFTY FEET OF THE WEST HALF OF
LOT SEVEN, THIS IS THE INTENT TO CONVEY A TRACT OF LAND FIFTY
FEET IN THE SOUTH LINE OF ARKANSAS AVENUE AND EXTENDING
SOUTH ONE HUNDRED FIFTY FEET.

IMPROVEMENT ACCEPTANCE

SHEILA HARMS, DIRECTOR OF PUBLIC WORKS
RODNEY BOURNE, GENERAL MANAGER
ROLLA MUNICIPAL UTILITIES

KEN KAWASHE, DEPUTY DIRECTOR OF PARKS

COUNTY & CITY TAX RELEASE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE
COUNTY OF ROLLA AND THE CITY OF ROLLA AGAINST THE
REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN
FULL FOR 2015 AND ALL PRIOR YEARS.

DARRIS D. HAYES
COLLECTOR OF REVENUE
PHILADELPHIA COUNTY, MISSOURI

RECORDS' CERTIFICATE

THE PLAT WAS FILED FOR RECORD IN MY OFFICE THIS
DAY OF
2015, PLAT RECORDED AT CABEL
SURE
ROBIN KIRKLAND
RECORDS OF DEEDS
PHILADELPHIA COUNTY, MISSOURI

PLANNING AND ZONING APPROVAL

APPROVED THE
DAY OF
2015,
BY THE PLANNING AND ZONING COMMISSION OF ROLLA, MISSOURI

PAUL E. REESE, CHAIRMAN

ACKNOWLEDGMENT OF APPROVAL BY CITY COUNCIL

THIS IS TO ACKNOWLEDGE THAT THE CITY COUNCIL OF THE CITY OF
ROLLA, MISSOURI, HAS APPROVED THE ABOVE PLAT AND IT IS HEREBY
FILED FOR RECORD IN THE OFFICE OF THE RECORDERS OF IDEAL, ROLLA,
COUNTY, MISSOURI.

LOUIS J. HALE, JR.
MAYOR, CITY OF ROLLA

LORTZ SURVEYING, LLC

Special Plat Restriction And Restrictive
Covenant As To The Issuance Of Building
Or Construction Permits

The undersigned owners of the tract of land hereby designated do hereby
reservatory the following restrictive and restrictive conditions upon the above described
land. The undersigned owners of the tract of land hereby designated do hereby
reservatory the following restrictive and restrictive conditions upon the above described
land.
August 3, 2015

Dear Council Members,

On behalf of Zhenhong Lin, I would like to make a request for a first and final reading for the acceptance of Arkansas Plaza, a subdivision to the City of Rolla.

Sincerely,

Jason Lortz, PLS
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development    ACTION REQUESTED: First/Final Reading

SUBJECT: Final Plat review of Deer Crossing East III Subdivision. (Renick).

DATE: August 17, 2015

GENERAL INFORMATION

CASE #: 7-8-15

OWNER: John and Sharon Renick, 511 Christy Drive, Rolla, Missouri, 65401. Phone: 573-364-0317.

LOCATION: Deer Crossing East III Subdivision is a largely vacant tract located in the heart of Rolla situated between Winchester Drive to the south, Southview Drive to the east, Green Acres Park to the north and Hickory Hills Subdivision/English Hills Subdivisions to the west. The property is surrounded by single-family detached dwelling units, vacant: private and public parkland.

LOTS/ZONING: The Deer Crossing Subdivision consists of a total of 77.1 acres. Lots 3 through 13 consist of 7.2 acres while Lot 14 consists of 69.35 acres intended by the owner to be available for long term development plans. Lot 15 (.55 acres) will be dedicated as public parkland to improve accessibility for the existing biking/hiking trail and to satisfy the City's Parkland Dedication or fee-in-lieu-of cash contribution of ($4,392) based on the formula prescribed in Chapter 42 of the Planning and Zoning Code. All of the subject property is zoned R-1 single family.

PUBLIC COMMENT/ISSUES: The Development Review Committee met on June 30, 2015 and reviewed the subdivision plat. All the proposed changes have been made as requested by the Public Works Department and the Rolla Municipal Utilities. All fees have been paid before the Final plat is submitted to City Council. All required public improvements, storm water management, easement dedication and park dedication requirements related to lot 14 (69.35 acres) are waived until such time that Lot 14 is further subdivided. Lot 15 is proposed to be transferred to the City to meet parkland dedication requirements and to expand the hiking and biking trail system.

CITY ACTION: The Planning and Zoning Commission reviewed the preliminary plat on July 14, 2015. Following review, the Planning and Zoning Commission recommended approval to the City Council on August 11, 2015 following the review of the Final Plat for Deer Crossing Subdivision.

P&Z COMMISSION RECOMMENDATION: Approval of the subdivision plat.

IV. C. I.
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE FINAL PLAT OF DEER CROSSING EAST III, A MAJOR SUBDIVISION IN ROLLA, MISSOURI, BEING A RE PLAT OF LOT 1, DEER CROSSING EAST II, PHELPS COUNTY, MISSOURI. (RENICK)

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

SECTION 1: Site Description: All of Lot 1 of Deer Crossing East II, Rolla, Missouri, and, all of the Southwest Quarter of the Southwest Quarter of Section 12, Township 37 North, Range 8 West, Phelps County, Missouri, except that portion lying within the right-of-way of Southview Drive consisting of 77.10 acres, more or less; and

SECTION 2: That all required public improvements, storm water management requirements, and parkland dedication requirements related to Lot 14 are waived until such time Lot 14 is further subdivided. Lot 15 shall be conveyed to the City of Rolla to satisfy the storm water management and parkland dedication requirements for Lot 2, Deer Crossing II and for Lots 3 through 13 as created by this plat; and

SECTION 3: That the undersigned owners of this property do hereby impose upon said property covenants stating that no construction may be commenced upon the above described property until all necessary building and construction permits have been obtained from the City and that it is understood by the undersigned that no such permits shall be issued for any lots herein platted until the completion of all public improvements appertaining to such lots or until a cash bond equal to the reasonable costs of completing such improvements has been received and approved by City officials. The above mentioned public improvements shall be completed pursuant to the agreement between the undersigned and the City of Rolla for the completion of such improvements as required by this Article of the Rolla City Code, Missouri; and

SECTION 4: That this Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds


APPROVED:

__________________________
Mayor

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
August 11, 2015

Mr. John Peterson, Director
Community Development Department
City of Rolla
P.O. Box 979
Rolla, Missouri 65401

Dear Mr. Peterson,

Please accept this letter as our formal request for a first and final reading of the plat of Deer Crossing East III when said plat is presented to the City Council on August 17, 2015.

We are making this request to expedite the conveyance of Lot 9 on said plat to a prospective buyer wishing to begin preparation and development of the building lot and potential home construction as soon as possible to take advantage of the late summer and early fall weather.

We appreciate your consideration in regards to this matter.

Sincerely,

John and Sharon Renick
511 Christy Drive
Rolla, Missouri
johnrenick@aol.com
573.368.1854

Cc: Sylvester Furse, PLS
    Archer-Elgin Surveying & Engineering, LLC
    310 East 6th Street
    Rolla, Missouri 65401
    573.364.6363
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: First Reading

ITEM/SUBJECT: Consulting Design Services – Airport Terminal (Office) Project

BUDGET APPROPRIATION: $108,000 (City-$10,800) DATE: August 17, 2015

COMMENTARY:

With the City’s substantial investment at RNA for both aviation services and infrastructure now complete, the City’s aviation capital improvement plan includes a new terminal station facility and a business development plan – both grant eligible projects. The City received a Tentative Allocation Letter on May 28, 2015 approving $610,000 from the City’s “non-primary entitlement (NPE)” funding allocation covering years 2012-2015. The 90/10 grant funds cover both design services and construction.

Attached is the Aviation Project Consultant Agreement between the City and Jviation for $108,000, which covers design, bidding, construction observation, and compliance. Jviation was selected as the City’s aviation consultant in 2011/12 and the State allows a five-year period for said services. The grant requires that all other aviation needs are currently satisfied, that the Exhibit A property map is updated, as well as a defined location of the terminal building be reflected on the Airport Layout Plan. Jviation has obtained the State’s approval on same.

There is some urgency on the terminal building design services in that the remaining balance of 2012 NPE funds ($63,103) needs to be obligated within the next months or we forfeit those funds. We are awaiting the MoDOT grant agreement on this project before final reading will occur.

Recommendation: First reading of ordinance.
ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND JVIATION, INC., PERTAINING TO AN AVIATION PROJECT CONSULTANT AGREEMENT AT THE ROLLA NATIONAL AIRPORT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain agreement between the City of Rolla, Missouri and Jviation, Inc., pertaining to an aviation project consultant agreement at the Rolla National Airport. A copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
Interior Samples – new Terminal Buildings
May 28, 2015

City of Rolla
Attn: John Butz
City Administrator
901 N. Elm
Rolla, MO 65402

RE: Tentative Allocation (TA) Letter
Project 15-056A-1
Terminal Building
Rolla National Airport

Dear Mr. Butz:

Please consider this letter as authorization to negotiate a consultant agreement for the project shown above. As shown on your grant application, the current estimate for the project is $610,000. We expect to utilize the airport’s 2012-2015 non-primary entitlement (NPE) funding for this project. A local match of 10% will be required for all funding. We currently have $63,103 in 2012 NPE and $150,000 each for 2013 through 2015. Please note that at current estimates, this will not be enough 2012-2015 NPE to reimburse for all project costs. However, as we work to close out two prior projects, it appears there will be additional 2012 NPE released. If you are still short of money after this is released, it can be possible to reimburse the City from future funds (2016 NPE) when those funds come. However, that is not without risk to the City. If you wish to pursue this, I encourage you to speak with me. If it is determined that more funding will be needed, please coordinate with our office to ensure funding will be available.

Tamara Pitts with our office will be the project manager and her phone number is 573-526-5571.

This project was not specifically included in your request for qualifications when selecting Aviation as your consultant, but the selection is within the five year allowable period. In accordance with paragraph 4 of Section 2.6.2 in FAA Advisory Circular 150/5100-14E, I agree that this project was not able to be reasonably foreseen and is eligible for inclusion with the original selection as long as the City agrees with this addition. If the City does not agree, a new consultant solicitation will be required.

I understand that there is currently FAA equipment in the existing terminal building that will likely need to be moved to the new terminal building. It appears this work may require a reimbursable agreement with the FAA. Please ensure you follow appropriate FAA processes to avoid potentially significant project delays.

Since this project is considered “revenue-generating”, it can only proceed if all airside needs for the next three years have been met or can be met with only NPE and local funds. Please submit a letter
showing that all of your airside needs have been met or can be met with only NPE and local funds. Tamara can help with the format of such a letter.

The existing terminal building shows up on the airport’s Airport Layout Plan (ALP). However, if the new terminal will be relocated, you will need to submit an ALP update to our office before proceeding. I believe a pen-and-ink update will suffice in order to initiate the project, with a regular ALP as-built update after the work is complete. This work does not relieve the sponsor of the responsibility to initiate an airspace review of the improvements through the FAA’s form 7460-I.

Please ensure that the airport’s Exhibit A property map is up-to-date as well. This map shows the airport property with parcel descriptions. This is a specific requirement when accepting a 2014 or newer federal grant. If the Exhibit A is not current, that work should be included either with the design of this project or as a separate project concurrent with this one.

Please note the following requirements:

1. Any additional work added to the project must be coordinated with our office.

2. Only eligible expenses for work associated with projects placed in a grant are reimbursable. Only those expenses determined to be necessary and reasonable will be eligible for reimbursement.

3. The official and public notification that MoDOT has allocated funds for this project at your airport will be the issuance of a grant.

4. In order to ensure future eligibility for federal and/or state participation, any work performed prior to receipt of a grant must be in accordance with all applicable FAA standards and requirements. Although funds have not been officially allocated for this project, we encourage you to coordinate with our office in the same manner as if the project was initiated. This coordination will help prevent misunderstandings about eligibility of work performed.

5. Additional grant and project information may be obtained from our website at: http://www.modot.org/othertransportation/aviation/aviationgrantdoc.htm

If you should have any questions, please feel free to contact me at 573-526-3619.

Sincerely,

Bryan Gregory, P.E.
Aviation Operations Manager

CC: Tamara Pitts, MoDOT (email)
Steve Hargis, City of Rolla (email)
Darrin Bacon, City of Rolla (email)
Joe Pestka, Jviation (email)
AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 01/01/11)

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

WITNESSETH:

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

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

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

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

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.
(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

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

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

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

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

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

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

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

(M) "SAFETEA-LU" means the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

(N) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.
(O) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) **SCOPE OF SERVICES:**

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

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

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

(4) **INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:**

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

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.
(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

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

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

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

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.
(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

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

(7) **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

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

(B) **Consultant's Certification Regarding DBE Participation:** The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. **Policy:** It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of SAFETEA-LU apply to this Agreement.

2. **Obligation of the Consultant to DBE's:** The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or
in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBE’s have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

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

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

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

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

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

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

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

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

7. **Documentation of Good Faith Efforts to Meet the DBE Goal:** The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

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

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

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

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

   E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
F. Provided interested DBE’s with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE’s, and not rejecting DBE’s as unqualified without sound reasons, based on a thorough investigation of their capabilities.

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

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

8. **DBE Participation Obtained by Consultant:** The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<table>
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<tr>
<th>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</th>
<th>TYPE OF DBE SERVICE</th>
<th>TOTAL $ VALUE OF THE DBE SUBCONTRACT</th>
<th>CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL</th>
<th>% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL</th>
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9. **Good Faith Efforts to Obtain DBE Participation:** If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): N/A.

(8) **SUBCONSULTANTS:**

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

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<th>FIRM NAME</th>
<th>COMPLETE ADDRESS</th>
<th>NATURE OF SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrity Engineering, Inc.</td>
<td>1714 E. 10th Street Rolla, Mo 65401</td>
<td>Structural, MEP, etc.</td>
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(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT or the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

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

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

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

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

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

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.
(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds $25,000. Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of $107,790.80, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

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

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

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

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.
4. The additions to productive salaries for items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

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

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

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are performed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms
and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

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

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

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

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

4. Court proceedings;
5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.
(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

      II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

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

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

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

      III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor."
IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with AutoCAD 2012. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

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

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

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant’s receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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

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

(F) Not withstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

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

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

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

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

(16) INSURANCE:

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

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

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

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;
2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

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

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

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

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or MoDOT, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

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

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

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant 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 Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive
possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

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

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) **Incorporation of Provision:** The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or MoDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) **AVIATION FEDERAL AND STATE CLAUSES:**

(A) **Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):**

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.
(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor or the FAA.


Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

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

   B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

   C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor, MoDOT or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

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

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

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(F) Energy Policy and Conservation Act:

The consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE</th>
<th>Ryan Lorton, Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSULTANT'S NAME</td>
<td>Jviation, Inc.</td>
</tr>
<tr>
<td>CONSULTANT'S ADDRESS</td>
<td>931 Wildwood Drive, Suite 101 Jefferson City, MO 65109</td>
</tr>
<tr>
<td>PHONE</td>
<td>573-636-3200</td>
</tr>
<tr>
<td>FAX</td>
<td>573-636-3201</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:Ryan.Lorton@jviation.com">Ryan.Lorton@jviation.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

(27) **PAYMENT BOND:** In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are $25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(28) **CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

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

(A) **Exhibit I:** Project Description.

(B) **Exhibit II:** Scope of Services.

(C) **Exhibit IIA:** Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards

(D) **Exhibit III:** Services Provided by the Sponsor.

(E) **Exhibit IV:** Derivation of Consultant Project Costs.

(F) **Exhibit V:** Engineering Basic and Special Services - Cost Breakdown.

(G) **Exhibit VI:** Performance Schedule
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the 15th day of July, 2015.

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

Sponsor:
City of Rolla, Missouri

By: ____________________________
Signature

Title: ____________________________

Consultant:
Jviation, Inc.

By: ____________________________
Signature

Title: Principal

ATTEST:

By: ____________________________
Signature

Title: ____________________________

ATTEST:

By: ____________________________
Signature

Title: Administrative Assistant
EXHIBIT I

PROJECT DESCRIPTION

1. Construct new terminal building.
Exhibit II
SCOPE OF SERVICES
FOR
Rolla National Airport
Vichy, Missouri
Construct New Terminal Building

This project will consist of Design Development, Construction Design Documents and Technical Specifications, along with the Bidding Phase, Preconstruction and Construction Phase Services for the project as described below. These services include preparing the Engineer’s Design Report and Construction Safety and Phasing Plan along with Construction Administration for compliance with FAA Grant requirements, periodic on-site Construction Coordination, and Post Construction Coordination as needed for the New Terminal Building project, at the Rolla National Airport.

PROJECT DESCRIPTION:

Terminal Building
Design of a new Terminal Building including utilities and surrounding site work. The work will include a phased removal of the existing terminal to accommodate FAA and NWS equipment relocations. The FAA and NWS equipment relocations will be by the FAA and NWS; however, design coordination with both the FAA and NWS will occur to ensure the new terminal will accommodate the required equipment. The new construction of the Terminal Building also consists of the following elements:

Services to be provided for the New Terminal Building project include, but are not limited to, civil/site design, architectural design, structural, plumbing, fire protection, mechanical, electrical, and electronic engineering, as required for the complete design. Assisting the Sponsor with the bid solicitation and selection is also included. Work shall follow criteria set forth by the Federal Aviation Administration (FAA) and per permit and review requirements of the City of Rolla, statewide adopted building codes and any other applicable code. Project design management, client communications, civil site and utility engineering, and architecture will be provided by Jviation, Inc. and Integrity Engineering, Inc. (Design Team).

Construction phasing concerns will be addressed during the design phase to include the haul routes and access to the project site. A Construction Safety and Phasing Plan (CSPP) will be completed to incorporate requirements and to assess potential risk factors that will exist during construction.

All Phases
The Engineer will coordinate with the Sponsor to determine phasing of the project.

The fees will be broken into two parts for the new terminal building, Part A - Basic Services; 1) Preliminary Design Phase, 2) Design Phase, and 3) Bidding Phase, and Part B – Special Services; 4) Pre-Construction Coordination Phase, 5) Construction Coordination Phase, and 6) Post Construction Coordination Phase. Additional design services that will be completed by subconsultants include the geotechnical investigation; topographical survey; architectural services; structural engineering; and mechanical, electrical, and plumbing (MEP) engineering. These subconsultant services will be included in Part B-Special Services and included within this scope of work, and Part C – Planning Services; 7) Exhibit “A” Property Line Map Update. Parts A, B and C are described in more detail below.
PART A - BASIC SERVICES: Terminal Building

Part A – Basic Services will consist of the Preliminary Design Phase, Design Phase, and Bidding Phase. The direct subcontract costs for Architectural, Structural, MEP, and Civil Design Services including Topographical Survey and Geotechnical Investigation are included in Part B.

1.0 Preliminary Design Phase

1.1 Preliminary Meetings with the Sponsor and MoDOT. Meetings will be held with the Sponsor to determine project critical dates, the feasibility of the proposed work, and the establishment of the project scope of work. Various meetings during the design phase will also be conducted to review the progress of the design and discuss construction details, proposed time frame of the construction, and special requirements of the project. It is anticipated that there will be a minimum of 2 meetings with the Sponsor and/or MoDOT.

1.2 Prepare Project Scope of Work. This task includes establishing the scope of work through meetings with the Sponsor. This also includes drafting the contract for the work to be completed by the Engineer for the Sponsor.

1.3 Coordinate Architectural, Structural, MEP, and Civil Design Services including Topographical Survey and Geotechnical Investigation. This task includes coordination with the Architect/Engineer for development of the building scope, coordination with the Architect/Engineer during design, and reviewing the project specifications and plan sheets.

1.4 Coordinate FAA and NWS Building Requirements. This task includes coordination with the FAA and NWS Representatives for development of the building scope, space, and equipment needs during design, and reviewing the design specifications and plan sheets for compliance. The Architect/Engineer subconsultant will assist with this work.

1.5 Coordinate Utility Services. This task includes coordination with the Utility Companies for development of the utility scope, coordination with the utility companies during design, and reviewing the specifications and plan sheets for incorporation into the project documents. The Architect/Engineer subconsultant will assist with this work.

1.6 Prepare State/Federal Grant Application. This task consists of preparing the grant application for submittal to MoDOT. The application will be submitted during the initial portion of the project.

2.0 Design Phase

2.1 Review Preliminary Contract Documents. The Engineer will review the preliminary Contract Documents as prepared by Subconsultant as early as possible during the design phase and will ensure a copy is submitted to the Sponsor for review by the Sponsor's attorney.

2.2 Preliminary Plans and Review. The Engineer will review the drawings to be prepared by Subconsultant to ensure compliance with FAA, NWS, and Sponsor requirements. The Engineer will assist in the development of the below plan sheets:

- Safety and Phasing Plans (4 Sheets) – Depicts overall airport layout and schematically identifies key project elements. Also, depicts the phasing of the project.
- Operations Plan (3 Sheets) – Identifies to the Contractor the operating procedures for the project and Airport.
2.3 Review Preliminary Technical Specifications. The Engineer will review the technical specifications to be prepared by Subconsultant necessary for the intended work. MoDOT Aviation Standard Specifications will be followed as appropriate. Discussions with MoDOT and the Sponsor will provide guidance to the Engineer and Subconsultant in the use of appropriate technical specifications.

2.4 Review Preliminary Special Provisions. The Engineer will review Special Provisions prepared by Subconsultant. The Engineer will prepare the below Special Provisions including but are not limited to the following items:

- Airport Security
- Additional Quality Control Requirements
- Pre-Construction Conference
- Accident Prevention
- Guarantees/Insurance/Taxes/Permits
- Safety Standards and Impacts
- Additional Acceptance Testing Issues
- Project Closeout Forms

2.5 Prepare Environmental Clearance Letter. Due to the nature of the projected work for this project, a Categorical Exclusion or other Environmental work should not be necessary. The Engineer will prepare an Environmental Clearance Letter for the Sponsor to be submitted to MoDOT to satisfy the requirements for environmental clearance for this project.

2.6 Compile/Submit Permits. Permits that can be identified during the design phase of the project will be identified in the Special Provisions of the Contract Documents for the Contractor's benefit. This task will include the compilation of the design documents required for said permits. The Contractor will be responsible for any permits including any surface discharge requirements, Storm Water Management Construction Plan Permit, Zoning permits, and Building Permits. The Sponsor will pay for the costs for any permit and/or application fees handled by the Design Team. The Design Team will prepare a Land Disturbance permit application if applicable for this work. All other design permit applications are to be handled by Subconsultant or the City of Rolla.

2.7 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment, particularly cranes, during construction will require a FAA Form 7460 to be sent to the FAA a minimum of 90 days prior to the start of construction for approval. The proposed new Terminal Building will also require a FAA Form 7460 to be sent to the FAA for the permanent structure.

2.8 Prepare Design Engineer's Report. During the preparation of the preliminary plans and specifications, a design report will be prepared. The report will include the summary of the project, schedule for the completion of the design, bidding and construction of the work, and a detailed description of the work. The design report will also contain any alternative design concepts that were investigated and evaluated. An Engineer's cost estimate will be included with the report. A 90% submittal of the Engineer's report will be sent to the MoDOT for review and concurrence of the design intent.

2.9 Plans Review at 90% Complete. When the Construction Plans are approximately 90% complete, a Final Office Review (FOR) will be held to review the Construction Drawings including review of the Architectural, Structural and MEP documents. Copies of the plans will be provided to the Sponsor. The project will be reviewed with the MoDOT to obtain their concurrence with the design.
2.10 In House Quality Control. Prior to the final set of Construction Drawings, Specifications and Contract Documents being submitted to the Sponsor, a thorough in-house quality control review of the documents will be conducted including review of the Architectural, Structural and MEP documents. This process will include an independent review of the Construction Drawings, Specifications and Contract Documents being submitted, by a licensed Engineer, other than the Engineer whom performed the design of the project, comments offered by the Engineer that performed the review and revisions to the Construction Drawings, Specifications and Contract Documents accordingly.

2.11 Submit Final Plans and Specifications. A final set of Construction Drawings, Technical Specifications, and Contract Documents will be prepared by Subconsultant which incorporates all revisions, modifications and corrections determined during the Sponsor review. Half-size (11” X 17”) Construction Drawings will be provided to the Sponsor and MoDOT.

3.0 Bidding Phase

3.1 Advertise for Bids. Required advertisement dates, and bidding dates will be established. The Engineer will submit notification, on behalf of the Sponsor, to MoDOT for the upcoming project. Invitations for bids will be emailed to selected firms to assure local Contractors and material suppliers are aware of the pending project. The Architect/Engineer subconsultant will assist with this work.

3.2 Attend Pre-Bid Meeting. The Engineer will attend the Pre-Bid Meeting. The Subconsultant will conduct the Pre-Bid Meeting with potential contractors and the Sponsor to review the project and answer questions. The meeting will be conducted at the Airport and will include a site inspection.

3.3 Assist with the Preparation of Addenda. The Engineer will assist the Subcontractor with any necessary addenda.

3.4 Assist with Bid opening. The Engineer will attend and assist with a bid opening at the Sponsor’s location. The Architect/Engineer subconsultant will assist with this work.

3.5 Assist with Review of Bid Proposals. The Engineer will assist the Subcontractor with review of all the bid proposals submitted.

3.6 Assist with Recommendation of Award. The Engineer will assist the Subcontractor with preparation of a recommendation of award for the Sponsor to accept or reject the bids as submitted.

PART B - SPECIAL SERVICES: Terminal Building

Part B - Special Services will consist of the pre-construction coordination phase, construction coordination phase, and post construction phase. Also included are direct subcontract costs; such as topographical survey, geotechnical investigation, structural engineering, MEP engineering, and minimal quality assurance testing (by Subconsultant) verification during construction.

4.0 Pre-Construction Coordination Phase

4.1 Prepare Construction Contract and Documents. This task consists of assisting with the preparation of the Construction Contracts and Documents for construction services. The Engineer will prepare the Notice of Award, Notice to Proceed, and Contract Agreements for the Sponsor’s approval and signatures. Appropriate copies will be submitted to the successful contractor(s) for their signatures. A
PDF of the plans and specifications for the Contractor’s use during construction will be provided by the Engineer.

4.2 Prepare Project Files. This task is to assure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Documents. Clerical will prepare the quantity sheet, testing sheets, construction report format, etc.

4.3 Prepare/Conduct Pre-Construction Meeting. This task is to assure the pre-construction meeting has been scheduled and all necessary parties have been informed. The Engineer will conduct a pre-construction meeting to review FAA requirements prior to commencing construction. The meeting will be held at the airport and will be attended by the Sponsor, MoDOT (if possible), FAA (if possible), NWS (if possible), Architect/Engineer, subcontractors, and airport tenants affected by the project.

4.4 Prepare Construction Management Plan. The Construction Management Plan (CMP) will prepared by the Engineer. The Engineer will obtain the contractor’s Quality Control Plan (QC). After reviewing the QC Plan, the Engineer will prepare the CMP, which requires data to be extracted from the QC Plan and combined with Airport information and engineering information for project responsibilities. The CMP may be revised or issued to the Contractor for use.

4.5 Review Contractor’s Safety Plan Compliance Document. This task includes the review and comment on the Contractor’s Safety Plan Compliance Document (SPCD) as required per FAA Advisory Circular 150/5370-2F, “Operation Safety on Airports during Construction.” The Engineer will review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2F and the Contract’s Construction Safety and Phasing Plan (CSPP). The bid documents will address the requirement for the Contractor to submit a SPCD. The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD and provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information.

5.0 Construction Coordination Phase

This phase will consist of providing necessary construction coordination supervision for the duration of the project. See specific sections below for durations and requirements. The construction of this project is estimated to take 150 Calendar days.

5.1 Office Assistance. Office staff, CADD personnel, and clerical staff will be required to assist the Field Engineer as necessary during construction. Specific items to be accomplished include compiling and sending additional information requested from the office to the project site, providing secondary opinions on issues arising during construction, maintaining project files as necessary (field files are mirrored in the office for continuity) and various other items necessary in day to day operations. The Design Team will perform this work.

5.2 Field Inspection/Coordination. The Project Manager will make onsite visits, as required, to deal with construction issues as necessary for the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of one (1) site visit to the project during construction.
The Resident Engineer or any additional field personnel will attend meetings every other week and coordinate all related agendas, paperwork, and notifications for the Sponsor.

5.3 Resident Engineer. The Resident Engineer will be on-site approximately one day every other week during the vertical construction of the building. It is assumed that the Resident Engineer will be able to complete some weekly project documentation in the course of their shift on-site. The Resident Engineer will provide necessary design clarification and construction coordination for the civil site work and perform a portion of the coordination to include all project meetings. The Resident Engineer will consult with the Architect/Engineer prior to providing design clarification in matters related to the vertical construction. The Resident Engineer will be required to provide Sponsor’s representative services and civil inspection, for the project.

The Architect/Engineer subconsultant will assist with the on-site inspections and will work part-time, on-site twice per week during the project construction.

5.4 Review Construction Submittals and Request for Information Submittals (RFI’s). This task will consist of reviewing the shop drawings and material submittal data from the contractor and assisting the sub-consultant with approvals.

5.5 Assist with Change Orders/Supplemental Agreements. This task will consist of reviewing and assisting with the change orders/supplemental agreement data from the contractor and assisting the subconsultant with documentation.

5.6 Review Payroll Forms. This task includes conducting random employee interviews and reviewing the weekly payroll records as required by the FAA to confirm compliance with Davis-Bacon wage rates. The Engineer will perform this work.

5.7 Calculate Construction Quantities. Engineering and Architectural field personnel will maintain record of the progress and will review the quantity records with the Contractor on a periodic basis in accordance with the established Schedule of Values. The Design Team will perform this work.

5.8 Periodic Cost Estimates. Engineering and Architectural field personnel will prepare the periodic cost estimates and review the quantities with the Contractor. The Design Team, Sponsor, and Contractor will resolve discrepancies or disagreements with the contractor’s records. The Engineer will then submit the period cost estimate to the Sponsor for payment. The Design Team will perform this work.

5.9 Prepare/Submit Weekly Reports. The Resident Engineer will prepare a weekly status and DBE reports using the MoDOT/FAA’s standard forms for the duration of the project. FAA Form 5370-1 “Construction Progress and Inspection Report” will be filled out and submitted to the Sponsor, MoDOT, and Design Team. The weekly status report will be reviewed by the Project Manager. The weekly status reports will be submitted to the Sponsor, MoDOT, and office personnel.

5.10 Review QC/QA Testing Results. The Resident Engineer will review and coordinate revisions by the contractor to QC/QA submittals performed as part of the acceptance testing required by standard
specifications. This will occur on a weekly basis and at project completion prior to submittal to the MoDOT and Sponsor.

6.0 Post Construction Coordination Phase

This phase will consist of project close out and site cleanup.

6.1 Conduct Final Inspection/Punchlist. The Project Manager, Resident Engineer, and Architect/Engineer subconsultant, along with the Sponsor, MoDOT (if available), FAA (if available), and NWS (if available) will conduct the final inspection. All acceptance test summaries must be accepted by the MoDOT prior to final inspection.

6.2 Prepare Clean-up Item List. The Resident Engineer and Architect/Engineer subconsultant will assure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

6.3 Review Record Drawings. The Record Drawings will be reviewed for accuracy to ensure they reflect modifications made during construction. All drafting for the Final Record Drawings will be completed by the subconsultant. One electronic copy (in acceptable format) will be submitted to the Sponsor and MoDOT.

6.4 Prepare Engineering Final Construction Report. The Engineer will prepare the final construction report with the assistance of the Sponsor. The Project Manager will review and clerical will complete the typing for the final construction report. Clerical will also prepare the required project closeout statements. One copy of the construction report, prepared according to the current Central Region’s construction/final report guidance, will be submitted to the Sponsor and one copy submitted to the MoDOT.

6.5 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, surveying costs, testing cost and construction costs associated with project and assemble a total project summary. The summary will be compared with the available funding.

6.6 Assist with Audit. When requested by the Airport, MoDOT, or FAA, the Design Team will assist with any project audit. The Design Team with the assistance of the Sponsor will provide files requested that are pertinent to the project cost and completion.

Special Considerations

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

Architectural, Structural, MEP, and Civil Design Services including Topographical Survey and Geotechnical Investigation; and Construction Phase Services (Sub to Engineer):
The Architect/Engineer services will include:

1. Architectural, structural, plumbing, site, mechanical and electrical design in relation to the following components: design documents, details, preparation of a specification manual and contract documents, and plan set.
2. Topographical survey of the project site.
3. Geotechnical Investigation of the project site.
4. Construction Phase Services

The Architect/Engineer will prepare the Contract Documents including the invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review by the Sponsor’s attorney.

The Architect/Engineer will prepare the technical specifications necessary for the intended work. MoDOT Aviation Standard Specifications will be followed as appropriate. Discussions with MoDOT and the Sponsor will provide guidance to the Engineer in the use of appropriate technical specifications.

The Architect/Engineer will prepare special provisions to address, or expound on, conditions that require additional clarification.

The Architect/Engineer will inventory existing utilities. This task includes reviewing record drawings and consulting with the local utility companies to identify all utilities within the project site, if any. This will include the coordination of possible relocations if necessary.

The Architect/Engineer will perform a drainage investigation and develop a storm sewer system to eliminate as much overland flow as possible. The standard “Rational” method will be used and will tie to existing analyzed basins.

The Architect/Engineer will prepare project plans. The following list of drawings will be used as a guideline. Drawings may be added/removed during the design phase as required.

- Cover Sheet (1 Sheet) – Project title/project numbers, funding agencies.
- Index of Drawings, Summary of Approximate Quantities, and General Notes (2 Sheets) – Lists all the drawings in the plan set, approximate quantities, general notes, and legends where applicable.
- Project Layout and Safety Drawing Plan (1 Sheet) – Depicts overall airport layout and schematically identifies key project elements. Also identifies contractor access, storage and staging areas.
- Construction Phasing/Operations Plan (3 Sheets) – Identifies to the Contractor the phasing requirements and operating procedures for the project. Jviation to provide to Subconsultant.
- Terminal Architectural Layout Plan (1 Sheet) – Depicts the interior layout requirements for the Terminal building.
- Terminal Architectural Elevations (2 sheets) – Depicts the exterior layout requirements for the Terminal Building.
- Terminal Architectural Building Sections (1 sheet) – Depicts the sectional layout requirements for the Terminal building.
- Terminal Electrical Layout Plan (1 Sheet) – Depicts the electrical layout for the Terminal building.
- Terminal Mechanical Layout Plan (1 Sheet) – Depicts the HVAC layout for the Terminal Building.
- Terminal Plumbing Layout Plan (1 Sheet) – Depicts the plumbing layout for the Terminal Building.
Terminal Electrical, Mechanical, and Plumbing Details (3 Sheets) – Depicts the electrical, mechanical, and plumbing details for the Terminal Building.

Grading & Drainage Layout Plan (2 Sheets) – Depicts the site work around the Terminal Building including grading and drainage layout for the project.

Spot Elevation and Erosion Control Plan (1 sheet) – Depicts the spot elevations for the project as well as the seeding limits and erosion control items.

Drainage and Erosion Control Details (1 sheet) – Specifies details for drainage and erosion control.

Utility Layout Plan (1 sheet) – Depicts utility site layout.

PLAN SET TOTALING 22 SHEETS

The Architect/Engineer will assist during project construction. Services include: inspection, QA testing services, cost estimates and pay applications, change order work, and contractor submittal reviews.

The Architect/Engineer will prepare the record drawings after project completion and assist with information for the final construction closeout report.
Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: [http://www.faa.gov/airports/resources/advisory_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/).

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<td>Standards for Specifying Construction of Airports</td>
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<tr>
<td>150/5370-11B</td>
<td>Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement</td>
</tr>
<tr>
<td>150/5370-12A</td>
<td>Quality Control of Construction for Airport Grant Projects</td>
</tr>
<tr>
<td>150/5370-13A</td>
<td>Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
</tr>
<tr>
<td>150/5370-14A</td>
<td>Hot Mix Asphalt Paving Handbook</td>
</tr>
<tr>
<td>150/5370-16</td>
<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
</tr>
<tr>
<td>150/5380-6C</td>
<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
</tr>
<tr>
<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
</tr>
<tr>
<td>150/5380-9</td>
<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
</tr>
</tbody>
</table>

Exhibit IIA -3
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>150/5390-2C</td>
<td>Heliport Design</td>
</tr>
<tr>
<td>FAA</td>
<td>910 - Predesign Conference</td>
</tr>
<tr>
<td>FAA</td>
<td>920 – Engineer's Report (&amp; Pavement Design)</td>
</tr>
<tr>
<td>FAA</td>
<td>950 – Sponsor Modifications to FAA Standards</td>
</tr>
<tr>
<td>FAA</td>
<td>960 – Operational Safety on Airport During Construction</td>
</tr>
<tr>
<td>FAA</td>
<td>1040 – Preconstruction Conference</td>
</tr>
<tr>
<td>FAA</td>
<td>1100 – Runway Commissioning</td>
</tr>
<tr>
<td>FAA</td>
<td>1310 – Environmental Site Assessment</td>
</tr>
<tr>
<td>FAA</td>
<td>1750 - Pavement Maintenance</td>
</tr>
<tr>
<td>FAA</td>
<td>Engineering Briefs</td>
</tr>
<tr>
<td>MoDOT</td>
<td>MoDOT DBE Program</td>
</tr>
</tbody>
</table>

The MoDOT DBE Program is available on the MoDOT website at the following address: [http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm](http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm).
EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.


11. Designate contact person (see paragraph 22-A).

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN
# Exhibit IV

## Derivation of Consultant Project Costs

### Rolla National Airport

**Rolla, Missouri**

**Design/Bidding Services**

*June 15, 2015*

## 1 Direct Salary Costs:

<table>
<thead>
<tr>
<th>Title</th>
<th>Hours</th>
<th>Rate/Hour</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>3</td>
<td>$80.00</td>
<td>$240.00</td>
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<tr>
<td>Project Manager</td>
<td>21</td>
<td>56.00</td>
<td>1,176.00</td>
</tr>
<tr>
<td>Project Engineer/Architect</td>
<td>10</td>
<td>45.00</td>
<td>810.00</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>4</td>
<td>63.00</td>
<td>172.00</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>69</td>
<td>41.00</td>
<td>2,829.00</td>
</tr>
<tr>
<td>Associate Planner</td>
<td>0</td>
<td>36.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Designer</td>
<td>0</td>
<td>36.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Draftsman/Surveyor</td>
<td>18</td>
<td>30.00</td>
<td>540.00</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>0</td>
<td>30.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>12</td>
<td>28.00</td>
<td>336.00</td>
</tr>
</tbody>
</table>

**Total Direct Salary Costs**

= $6,103.00

## 2 Labor and General Administrative Overhead:

**Percentage of Direct Salary Costs**

@ 157.22%  

= $11,424.82

## 3 Subtotal:

**Items 1 and 2**

= $17,527.82

## 4 Profit:

15% of Item 3 Subtotal*  

= $2,629.17

*Note: 0-15% Typical

## 5 Out-of-Pocket Expenses:

<table>
<thead>
<tr>
<th>Expense Type</th>
<th>Quantity</th>
<th>Rate/Hour</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Mileage</td>
<td>770 Miles</td>
<td>$0.575</td>
<td>$442.75</td>
</tr>
<tr>
<td>b. Meals (per diem)</td>
<td>0 Days</td>
<td>$46.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Lodging (per diem)</td>
<td>0 Nights</td>
<td>$83.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Auto Rental</td>
<td>0 Days</td>
<td>$50.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>e. Airline/Travel</td>
<td>0 Trips</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>f. Computer</td>
<td>0 Hours</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>g. Misc. (materials/supplies/shipping/transportation taxes/etc.)</td>
<td></td>
<td></td>
<td>$210.00</td>
</tr>
</tbody>
</table>

**Total Out-of-Pocket Expenses**

= $652.75 Not to Exceed

## 6 Subcontract Costs:

a. Integrity Engineering, Inc.: (structural, MEP, etc.)

= $36,500.00

b. Name of firm: type of work

= $0.00

c. Name of firm: type of work

= $0.00

**Total Subcontract Costs**

= $36,500.00 Lump Sum

## 7 Maximum Total Fee:

**Items 1, 2, 3, 4, 5 and 6**

= $57,309.74 Lump Sum

---

*Exhibit IV - 1  updated 12/2011*
**EXHIBIT C**

**DERIVATION OF CONSULTANT PROJECT COSTS**

Rolla National Airport  
VICHY, MISSOURI  

**DESIGN/BIDDING W/GEOTECH SERVICES**  
June 30, 2015

1 **DIRECT SALARY COSTS:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Manager (Eng V)</td>
<td>29</td>
<td>39.00</td>
<td>780.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>0</td>
<td>32.75</td>
<td>0.00</td>
</tr>
<tr>
<td>Architect II</td>
<td>0.00</td>
<td>27.00</td>
<td>2,700.00</td>
</tr>
<tr>
<td>Structural Engineer (Eng IV)</td>
<td>95</td>
<td>35.50</td>
<td>3,372.50</td>
</tr>
<tr>
<td>Electrical MEP Engineer (Eng I)</td>
<td>25</td>
<td>32.75</td>
<td>818.75</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>90</td>
<td>32.00</td>
<td>2,880.00</td>
</tr>
<tr>
<td>Designer/drafter</td>
<td>100</td>
<td>18.50</td>
<td>1,850.00</td>
</tr>
<tr>
<td>Geologist</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Admin assistant</td>
<td>12</td>
<td>14.00</td>
<td>182.00</td>
</tr>
</tbody>
</table>

Total Direct Salary Costs = $12,583.25

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 143.00 % = $18,497.38

3 **SUBTOTAL:**

Items 1 and 2 = $31,080.63

4 **PROFIT:**

14 % of Item 3 Subtotal* = $4,351.29  
*Note: 0-15% Typical

5 **OUT-OF-POCKET EXPENSES:**

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Mileage</td>
<td>205 Miles @</td>
<td>$0.58 / Mile</td>
<td>$117.88</td>
</tr>
<tr>
<td>b. Meals</td>
<td>0 Days @</td>
<td>$0.00 / Day</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Motel</td>
<td>0 Nights @</td>
<td>$0.00 / Night</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Plots &amp; prints</td>
<td>300 Prints @</td>
<td>$3.00 / each</td>
<td>$900.00</td>
</tr>
<tr>
<td>e. Materials and Supplies</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Out-of-Pocket Expenses = $1,017.88 Not to Exceed

6 **SUBCONTRACT COSTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Name of firm: type of work</td>
<td>$0.00</td>
</tr>
<tr>
<td>b. Name of firm: type of work</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Name of firm: type of work</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

= $0.00 Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $36,449.79 Not to exceed

Exhibit C - 1  
updated 6/30/15
### EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

ROLLA NATIONAL AIRPORT  
ROLLA, MISSOURI

CONSTRUCTION SERVICES  
June 15, 2015

1 **DIRECT SALARY COSTS:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>2</td>
<td>$50.00</td>
<td>$160.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>6</td>
<td>$56.00</td>
<td>336.00</td>
</tr>
<tr>
<td>Project Architect</td>
<td>1</td>
<td>45.00</td>
<td>315.00</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>.99</td>
<td>41.00</td>
<td>8,077.00</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Draftsman/Surveyor</td>
<td>0</td>
<td>30.00</td>
<td>120.00</td>
</tr>
<tr>
<td>Geologist</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Secretary</td>
<td>26</td>
<td>28.00</td>
<td>728.00</td>
</tr>
</tbody>
</table>

Total Direct Salary Costs = $9,736.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 187.50 % = $18,225.79

3 **SUBTOTAL:**

Items 1 and 2 = $27,961.79

4 **PROFIT:**

15 % of Item 3 Subtotal = $4,184.27

5 **OUT-OF-POCKET EXPENSES:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Mileage</td>
<td>2200 Miles @ $0.58 / Mile</td>
<td>$1,265.00</td>
</tr>
<tr>
<td>b. Meals</td>
<td>0 Days @ $0.00 / Day</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Motel</td>
<td>0 Nights @ $0.00 / Night</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Computer</td>
<td>0 Hours @ $0.00 / Hour</td>
<td>$0.00</td>
</tr>
<tr>
<td>e. Misc. (Materials, Supplies, Shipping, etc.)</td>
<td>= $60.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Out-Of-Pocket Expenses = $1,325.00 Not to Exceed

6 **SUBCONTRACT COSTS:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Integrity Engineering (part-time inspection)</td>
<td>= $17,000.00</td>
</tr>
<tr>
<td>b. Name of firm: type of work</td>
<td>= $0.00</td>
</tr>
<tr>
<td>c. Name of firm: type of work</td>
<td>= $0.00</td>
</tr>
</tbody>
</table>

= $17,000.00 Not to Exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $50,481.06

*Exhibit IV - 1*
# EXHIBIT C
DERIVATION OF CONSULTANT PROJECT COSTS
Rolla National Airport
VICHY, MISSOURI

<table>
<thead>
<tr>
<th>CONSTRUCTION PHASE SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2015</td>
</tr>
</tbody>
</table>

## 1 DIRECT SALARY COSTS:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Project Manager (Eng V)</td>
<td>24</td>
<td>39.00</td>
<td>936.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>12</td>
<td>32.75</td>
<td>393.00</td>
</tr>
<tr>
<td>Architect II</td>
<td>40</td>
<td>27.00</td>
<td>1,080.00</td>
</tr>
<tr>
<td>Structural Engineer (Eng. IV)</td>
<td>26</td>
<td>35.50</td>
<td>994.00</td>
</tr>
<tr>
<td>Electrical/Mech Eng. (Eng III)</td>
<td>35</td>
<td>32.75</td>
<td>1,146.25</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>0</td>
<td>32.00</td>
<td>0.00</td>
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<tr>
<td>Designer/drafter</td>
<td>60</td>
<td>18.50</td>
<td>1,110.00</td>
</tr>
<tr>
<td>Geologist</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Admin assistant</td>
<td>14</td>
<td>14.00</td>
<td>198.00</td>
</tr>
</tbody>
</table>

Total Direct Salary Costs = $5,855.25

## 2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 147.00% = $8,607.22

## 3 SUBTOTAL:

Items 1 and 2 = $14,462.47

## 4 PROFIT:

14% of Item 3 Subtotal* = $2,024.75
*Note: 0-15% Typical

Subtotal = $16,487.21 Lump Sum Fee

## 5 OUT-OF-POCKET EXPENSES:

- Mileage: 798 Miles @ $0.68 / Mile = $458.85
- Meals: 0 Days @ $0.00 / Day = $0.00
- Motel: 0 Nights @ $0.00 / Night = $0.00
- Plots & prints: 18 Prints @ $3.00 / each = $54.00
- Materials and Supplies = $0.00

Total Out-of-Pocket Expenses = $512.85 Not to Exceed

## 6 SUBCONTRACT COSTS:

- Name of firm: type of work = $0.00
- Name of firm: type of work = $0.00
- Name of firm: type of work = $0.00

## 7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $17,000.06 Not to exceed

Exhibit C -2 updated 6/30/15
### PART A - BASIC SERVICES

#### Pre-Engineering Design Phase

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Principal Engineer</th>
<th>Project Manager</th>
<th>Project Engineer/Architect</th>
<th>Associate Engineer</th>
<th>Electrical Engineer</th>
<th>Delineation/ Surveyor</th>
<th>Cad.</th>
<th>Total Hours</th>
<th>Task</th>
<th>Max Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>1.1.2</td>
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<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.1.7</td>
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<tr>
<td>1.1.9</td>
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</tr>
<tr>
<td>1.1.10</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Direct Salary Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate/Day</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Engineering Design Phase</td>
<td>26</td>
<td>$220.00</td>
<td>$5,720</td>
</tr>
</tbody>
</table>

#### Estimated Total Task Hours

Total: 26 hours

---

### PART A - BASIC SERVICES (CONT.)

#### Bid/Proposal Phase

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Principal Engineer</th>
<th>Project Manager</th>
<th>Project Engineer/Architect</th>
<th>Associate Engineer</th>
<th>Electrical Engineer</th>
<th>Delineation/ Surveyor</th>
<th>Cad.</th>
<th>Total Hours</th>
<th>Task</th>
<th>Max Cost</th>
</tr>
</thead>
<tbody>
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#### Direct Salary Cost

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<th>Description</th>
<th>Hours</th>
<th>Rate/Day</th>
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<tr>
<td>Bid/Proposal Phase</td>
<td>26</td>
<td>$220.00</td>
<td>$5,720</td>
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#### Estimated Total Task Hours

Total: 26 hours

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### TOTAL PART A - BASIC SERVICES

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<th>Description</th>
<th>Hours</th>
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<tr>
<td>Total Task Hours</td>
<td>52</td>
<td>$220.00</td>
<td>$11,440</td>
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Grand Total:

$5,720 + $5,720 = $11,440
EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

A. Preliminary Phase

B. Design Phase

1. Submittal of Preliminary Design Report

   75 calendar days after receipt of NTP

2. Plans & Specifications

   a. Submittal of 100% Plans and Contract Documents/Specifications for review

      120 calendar days after receipt of NTP


      30 calendar days after receipt of review comments

C. Bidding Phase

   As Required

Exhibit VI - 1
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: First Reading

ITEM/SUBJECT: Ordinance to Approve the MoDOT Grant Agreement for Terminal Building Design/Observation

BUDGET APPROPRIATION: $97,011 DATE: August 17, 2015

COMMENTARY:

Attached is the MoDOT Aviation grant agreement reimbursing the City for 90% of the cost for professional services with respect to the Airport Terminal (office) Building. The building project is not scheduled until 2016, but this grant agreement allows us to proceed with building design, and more importantly allows us to obligate our 2012 Non-Primary Entitlement (NPE) allocation - City receives $150,000/year in entitlement funds to maintain airport infrastructure and aviation services.

(Note: The "Aviation – Grant Programs, Documentation, Guidance – 33 pages, available for viewing in City Clerk’s Office)

Recommendation: First reading of ordinance.

ITEM NO. IV. E.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 AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI DEPARTMENT OF TRANSPORTATION REGARDING A STATE BLOCK GRANT AGREEMENT FOR TERMINAL BUILDING DESIGN AT THE ROLLA NATIONAL AIRPORT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain agreement between the City of Rolla, Missouri and the Missouri Department of Transportation regarding a State Block Grant Agreement for Terminal Building Design at the Rolla National Airport. A copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement
--Federal Authorization - Airport and Airway Improvement
    Act of 1982 (as amended)
--Project Description - Planning, Land/Easement Appraisals
    and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
34. SPECIAL CONDITIONS
SECTION III - PLANNING

35. AIRPORT LAYOUT PLAN
36. AIRPORT PROPERTY MAP
37. ENVIRONMENTAL IMPACT EVALUATION
38. EXHIBIT "A" PROPERTY MAP

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

39. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

40. ENGINEER'S DESIGN REPORT
41. GEOMETRIC DESIGN CRITERIA
42. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

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

SECTION VII - GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
--Certificate of sponsor's attorney
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

Design Terminal Building;

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

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

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to August 31, 2016. The Commission’s chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

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

(4) **AMOUNT OF GRANT:** The initial amount of this grant is not to exceed Ninety Seven Thousand Eleven Dollars ($97,011) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

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

(5) **AMOUNT OF MATCHING FUNDS:** The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Ten Thousand Seven Hundred Seventy-Nine Dollars ($10,779).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) **ALLOWABLE COSTS:** Block grant funds shall not be used for any costs that are ineligible as defined in the Airport and Airway Improvement Act of 1982 (as amended) and in Title 49, Code of Federal Regulations (hereinafter, “CFR”), Part 18.

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

(8) **EXPIRATION OF GRANT OFFER:** This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before September 25, 2015 or such subsequent date as may be prescribed in writing by the Commission.

(9) **FEDERAL SHARE OF COSTS:** Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary of the United States Department of Transportation (hereinafter, “USDOT”) shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

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

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

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

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

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

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

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.
(A) If the Sponsor expends five hundred thousand dollars ($500,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Office of Management and Budget (hereinafter, "OMB") Circular A-133. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Sponsor expends less than five hundred thousand dollars ($500,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

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

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

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

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall incorporate the FAA Standard Airport Lease/Agreement provisions into all leases/agreements for use of airport property other than the public use areas. In addition to these provisions, these leases/agreements must provide for fair market value income and prohibit exclusive rights.
(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases/agreements' terms and payments at least every five (5) years.

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

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

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

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

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

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

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.
(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

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

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.
(18) **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

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

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

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

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

(24) **INDEMNIFICATION:**

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

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 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.

(C) 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.

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

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

**Commission:**
Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

**Sponsor:**
John Butz
City Administrator
City of Rolla
P.O. Box 979
Rolla, MO 65402
573-426-6948
573-426-6947 Fax
jbutz@rollacity.org
or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) **DURATION OF GRANT OBLIGATIONS:** Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

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

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

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

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

(29) **PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS:** Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars ($100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars ($100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.
(30) **ASSIGNMENT:** The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

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

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

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

(A) **Lobbying and Influencing Federal Employees:** All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

   This requirement affects grants or portions of a grant exceeding one hundred thousand dollars ($100,000).

(B) **Buy America Requirements:** Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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

(D) **Navigational Aids:** Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational...
aid funded under the AIP (block grant) program during the useful life of the equipment. The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under Federal Aviation Regulation Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment, except for instrument landing systems.

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

(F) Notice to Bidders - Required Language: The Sponsor shall include the following special provision when advertising for bids: "Notice to all potential bidders on federally funded airport construction projects: As mandated by Executive Order 12818, issued by President George Bush on October 23, 1992, a Job Special Provision will be inserted into and made a part of every contract for federally funded airport construction projects, awarded from this or future notices of lettings."

(G) Airport Job Special Provision - Required Language: The Sponsor shall include the following special provisions in contracts for federally funded airport construction projects. "By entering into this contract, the Contractor agrees to comply with all applicable terms of Executive Order 12818, issued by President George Bush on October 23, 1992, prohibiting certain contractual requirements, and prohibiting discrimination against certain persons or entities on the basis of whether or not labor organization Agreements or affiliations exist. The Contractor further agrees to include within its contracts and subcontracts governing this work, a provision that requires those contractors or subcontractors to comply with Executive Order 12818 (except as may be exempted by the terms of the executive order itself).

The contractor understands, and agrees to inform its own contractors and subcontractors, that failure to comply with Executive Order 12818 will subject them to disciplinary action as appropriate, including, but not limited to, debarment, suspension, termination of the contract for default, or the withholding of payments. The Contractor also understands that the Sponsor has not adopted any policies or contractual provisions which violate Executive Order 12818."

(H) Grant Made on Preliminary Plans and Specifications and/or Estimates: This grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. Within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and
specifications shall be considered a reference to the final plans and specifications as accepted.

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

(I) **Sponsor's Disadvantaged Business Enterprise (DBE) Program:**
When the grant amount exceeds two hundred fifty thousand dollars ($250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(J) **Disadvantaged Business Enterprise Required Statements:**

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

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

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

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

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

   "MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE"
Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 et seq.).

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

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

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

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

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

(K) DISADVANTAGED BUSINESS ENTERPRISES - PROFESSIONAL SERVICES: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in
consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

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

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

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

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

(38) **EXHIBIT "A" PROPERTY MAP:** The Sponsor shall develop (or update) an Exhibit "A" Property Map, which clearly shows by appropriate legal description all airport land owned by the Sponsor, including land and interests in land in the runway approach areas, plus any areas or tracts/parcels of land proposed to be acquired in connection with this project. In addition, the map must indicate by appropriate symbols or other markings the property interest (fee title, avigation easement, etc.) the Sponsor holds in each tract/parcel of airport land and the property interest to be acquired in each tract/parcel of land in connection with this project.

(39) **RUNWAY PROTECTION ZONE:** The Sponsor agrees to prevent the erection or creation of any obstruction, residence, structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. Any existing obstructions, structures, facilities or uses, including use of equipment that could interfere with electronic guidance or communication systems for aircraft, within the Runway Protection Zone shall be cleared or discontinued unless approved by the Commission and the FAA. The Sponsor shall also take any and all steps necessary by fee ownership or avigation easement to ensure that the land within the designated Runway Protection Zone will not include anything that violates FAA standards, is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schoo's, office buildings, shopping centers, and stadiums.
golf courses or any other uses restricted by FAA standards.

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

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

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

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

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(43) **CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS:** In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

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

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

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.
(45) **WAGE LAWS:** The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

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

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

(48) **NOTICE TO PROCEED:** After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

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

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

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

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

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

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

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

   (51) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

   (52) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

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

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

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

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

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

(56) **RECORD DRAWINGS:** The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Commission will forward one (1) set of the updated ALP to the FAA central region office.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this ____ day of ________________, 20__.  
Executed by the Commission this ____ day of ________________, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  

CITY OF ROLLA

By __________________________  
Title __________________________

Attest:  

Secretary to the Commission

Approved as to Form:  

Commission Counsel  

By __________________________  
Title __________________________

Attest:  

Secretary to the Commission

Ordinance No. ____________________  
(if applicable)
CERTIFICATE OF SPONSOR'S ATTORNEY

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

SPONSOR: City of Rolla

________________________________________
Name of Sponsor's Attorney (typed)

________________________________________
Signature of Sponsor's Attorney

Date ____________________________
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Formation of Parks Director Search Committee

BUDGET APPROPRIATION: $5,000±   DATE: August 17, 2015

COMMENTARY:

With the retirement of Parks Director Scott Caron in June 2015 we are ready to begin the process of finding the next Director of Parks & Recreation. Administration prefers an open search process focusing on professionals throughout the Midwest. Our goal will be to identify the best 3-5 candidates to take the Rolla Parks Department to the next level – both of delivering the traditional park services with passage of Prop P and operating the Centre with maximum efficiency. Staff plans to coordinate the search process with the support of a search committee.

Key steps would include:

1) Position profile – review and edit current job description. Create job flyer and position advertisement (2-3 weeks).
2) Advertisement – place ads in print and in on-line sources (MPRA, NRPA, MML, RDN) (5-6 weeks).
3) Screening Process – Preliminary screening of applicants to identify up to 10 most qualified candidates (2-3 weeks).
4) Interview Process – narrow search to no more than 5 candidates. Schedule and conduct personal interviews (2-3 weeks).
5) Vetting and Background – Reference checks using signed waivers on top 3 candidates (2 weeks)
6) Psychological Testing (optional)
7) Council Review and Recommendation (2 weeks)
8) Job offer extended (1 week)
9) Presentation and Start Date (2 – 4 weeks)

To assist in the entire process a Search Committee made up of the following is recommended:

Search Committee
1) City Administrator John Butz
2) Council Representatives Walt Bowe and Mayor Lou Magdits
3) Park/Rec Advisory Committee Rep – Dr. Bill Moorkamp
4) Ken Kwantes (Retired and Interim Park Director)
5) Community Representative – Kevin Edwards
   Ex-officio Chief Keith Kilmer (Kilmer Investigations)

Recommendation: Motion to approve the Search Committee and process.

ITEM NO. IV. F.1.
Director of Parks & Recreation Search

The Rolla Community

Rolla, Missouri (population 19,651) was established in 1861 and is the county seat of Phelps County (Pop 44,000) in south central Missouri. Rolla is located on Highway 44 and State Highway 63 and conveniently situated 100 miles from St. Louis, Springfield and Columbia, Missouri.

Rolla is home to the Missouri University of Science & Technology (S&T) and the Phelps County Regional Medical Center (PCRMC.)

Fort Leonard Wood, a Maneuver Support Center of Excellence for the United States Army is 25 miles to the west in adjoining Pulaski County. Rolla boasts a vibrant regional business community, quality public and private schools, well-respected public safety services and a quality parks system.

City Government

The City of Rolla is a Third Class City governed by a mayor and twelve council members (among six wards). Mayor Louis J. Magdits, IV was elected in April 2014 following 20+ years on City Council.

City Council members serve two year staggered terms and have a reputation for stability and cooperation. The Mayor and Council hire a City Administrator whose duty it is to oversee the daily operations of a $26 million budget employing nearly 200 full-time employees.

All department directors including the Parks Director report directly to the City Administrator.

Rolla Parks Department Responsibilities

The Rolla Parks Department is made up of 32 parks ranging from our signature park, Ber Juan, to small undeveloped green spaces. The Parks Department also manages the 63,000 SF recreation center and SplashZone—both approaching 15 years in operation. The Department also manages and maintains the historic Rolla Cemetery. The Park system maintains some 220 acres of land, 6 ball fields, tennis courts, and numerous playgrounds and walking trails. Rolla voters approved a dedicated sales tax in 2015 to help maintain the traditional park system.
Minimum Qualifications for Parks & Recreation Director

- Extensive knowledge of parks and recreation services with a strong focus on business applications; 6 years progressive supervisory/management experience.
- NRPA Certified Leisure Professional (or ability to obtain within one year).
- Bachelor’s Degree or equivalent combination of education and specialized training.
- Posses a valid driver’s license and have a good driving record.
- Be able to undergo and pass a medical examination, drug screening and background investigation.

The Rolla Parks Department
is made up of 15 full-time
staff overseeing some 32
parks and 220 acres of
land. The crown jewel of
the park system is The
Centre—Rolla’s premier
rec facility.

Parks & Recreation Director Responsibilities

- The daily business operations of The Centre with a goal of maximizing user fee revenues to cover all operational costs.
- The development of a vision for the Rolla Parks Department within the context of the needs of the community; always looking for opportunities to benefit the community and to resolve challenges facing the department and community.
- The development of department policies, guidelines, rules and regulations and their fair and impartial application to all members of the department and the community.
- The promotion and maintenance of great working relationships with area service providers including Missouri S&T, Rolla Public Schools, PCRMC and Mercy Health providers, home-schoolers and other social service organizations.
- The creation and maintenance of effective communication with elected officials, the city management team and within the department.
- Creation of recreation programs for all ages and interests including you, adult, family, and senior services.
The Ideal Candidate for Parks & Recreation Director

- Be a strong and highly ethical leader with strong business skills and a creative and entrepreneurial spirit. A manager who possess the ability to cultivate and build trust within the department, city government and the community.

- Understand, recognize and respect the management and governance of city government and how the Parks Department fits into overall city functions and the larger management team.

- Possess a management style that is collaborative in nature but someone who also expects to be held accountable for the actions and performance of the department.

- Have a strong business/marketing background to pursue new avenues for Centre members and park users through traditional and social media outlets.

- Recognizes the value of publicly provided recreation but one who is able to focus on the recreation center’s business model of covering operating costs through user fees.

- Have the ability to evaluate resources that are available, understand that resources are not unlimited, and decide how to best utilize those resources in a cost-effective manner.

- Have a working knowledge of general management skills including basic accounting principles, budget development and management; knowledge of personnel practices including FLSA/FMLA; have a working understanding of the Missouri Sunshine Law and records management.

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The ideal candidate for this position will be a strong business manager with a commitment to sustainable services for park and recreation users of all ages.

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Parks & Recreation Director Salary

The City of Rolla is offering a competitive salary commensurate with experience, along with a comprehensive benefit package (health, dental and retirement).

(Salary range $57,000 - $75,000)

How to Apply
Interested applicants should forward a cover letter and resume to:

City of Rolla
City Administrator John Butz
Rolla City Hall
P.O. Box 979
Rolla, MO 65401

admin@rollacity.org

For more about us, please visit our webpage at: www.rollacity.org