Note: Please turn off all cell phones and pagers during the meeting.

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.

AGENDA OF THE ROLLA CITY COUNCIL
Tuesday, September 8, 2015
City Hall Council Chambers
901 North Elm Street
6:30 P.M.

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: JONATHAN HINES, MONTY JORDAN, MATTHEW CROWELL, MATTHEW MILLER, KELLY LONG, SUSAN EUDALY, DON MORRIS, JOHN MEUSCH, JIM WILLIAMS, BRIAN WOOLLEY, STEVEN JUNG AND WALT BOWE

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COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jim Williams

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   2) City Council Meeting – August 3, 2015
   3) City Council Meeting – August 17, 2015
   4) City Council Meeting Closed Session – August 17, 2015

II. PUBLIC HEARINGS
A) Ordinance Approving the Development of a FERC at 1100 Highway 72 Event Center –
   (Community Development Director John Petersen) – First Reading
B) Ordinance Considering the City of Rolla Fiscal Year 2015/2016 Budget –
   (City Administrator John Butz) – First Reading

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
E) Planning and Zoning Commission Preliminary Meeting Minutes – August 11, 2015
F) Municipal Court Monthly Reports – July and August 2015
H) Fire Department Monthly Report – August 2015
V. OLD BUSINESS
   A) Ordinance Approving the Aviation Consultant Agreement with Adviation for Terminal Building Design — (City Administrator John Butz) — Final Reading
   B) Ordinance Approving Grant Agreement for Airport Terminal Building Design Services — (City Administrator John Butz) — Final Reading

VI. NEW BUSINESS
   A) Ordinance Approving the Resubdivision of Lot 17, Oak Knoll Estates (Happy Jack’s Subdivision) (Frost) — (Community Development Director John Petersen) — First Reading
   B) Motion Authorizing the Destruction of Certain Records — (Finance Director Steffanie Rogers) — Motion
   C) Ordinances Repealing Ordinances 4189 & 4195 Pertaining to STP-Urban Program Agreements for Projects STP-5200(914) & STP -5200(916) — (Public Works Director Steve Hargis) — First Readings
   D) Ordinance Authorizing the Mayor to Execute Grant Amendment #1 for Rolla National Airport Entrance Road and T-Hangar Apron — (City Administrator John Butz) — First/Final Readings
   E) Motion Considering the Columbus Day Holiday on Monday, October 12 — (City Administrator John Butz) - Motion

VII. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Bid for Fire Department Extrication Equipment — (Interim Fire Chief Ron Smith) - Motion

VIII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION
   Pursuant to Section 610.021 RSMo, the City Council will discuss the following issues in Closed Session:
   1) Potential Litigation

XII. ADJOURNMENT
ROLLA CITY COUNCIL AND
PHELPS COUNTY COMMISSIONERS
WORKSHOP MINUTES
MONDAY, JULY 27, 2015; 5 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Matthew Crowell, Kelly Long, Don Morris, John K. Meusch, Jim Williams, Brian Woolley, Steven Jung, and Walt Bowe

Council Members Absent: Monty Jordan, Matthew Miller, and Susan J. Eudaly

Department Directors in Attendance: Public Works Director Steve Hargis, Community Development Director John Petersen, and Police Chief Sean Fagan

City Officials in Attendance: City Administrator John Butz, City Engineer Darin Pryor, and City Clerk Carol Daniels

Phelps County Officials in Attendance: Presiding Phelps County Commissioner Randy Verkamp, Phelps County Commissioner Larry Stratman, Phelps County Commissioner Gary Hicks, and Phelps County Clerk Pamela Grow

Others in Attendance: Mark Spykerman, Attorney at Law, Gilmore and Bell, P.C.

Mayor Magdits called the meeting to order at approximately 5:05 p.m. and welcomed County Commissioners Mr. Randy Verkamp, Mr. Larry Stratman, and Mr. Gary Hicks and County Clerk Pamela Grow.

Mayor Magdits said the proposed large, complex projects involve cooperation between the City of Rolla and the County of Phelps. He thanked the County officials for attending. He also thanked the Council and City staff for putting in another night’s work this month.

Mayor Magdits provided some background on why the workshop was scheduled. He noted the City solicited a redevelopment proposal and a company called UTW was selected by the City to be the preferred developer for what the City has called Rolla West. He noted UTW’s proposal is based on a vision of $90 to $100 million in capital costs in the form of construction, the possible job creation of 300 to 600 people, both full and part-time employees, and a projected $80 to $120 million a year in retail sales. Mayor Magdits said the types of stores that would go there would likely be destination stores, so this would be a regional shopping center.

JULY 27, 2015

I. A. I.
Mayor Magdits indicated the City has been working with the developer and Gilmore and Bell, who represents the City’s legal interest, and have taken it to a point where we have to begin initiating some actions. The developer has received good interest and has had letters of interest from certain junior box stores, but does not believe they yet have an anchor store.

Mayor Magdits said the developer is requesting TIF (Tax Increment Financing) due to the topography, which is anything but flat. Additionally, the site is also going to take a certain amount of infrastructure for effective ingress/egress for a development of that particular size and the amount of traffic it would entail. Mayor Magdits noted the third reason is a certain amount of incentives will have to be offered by the developer to secure the lead anchor.

Mayor Magdits said the other project that will be discussed tonight is transportation. He noted that for at least 20 years the City has discussed certain components of transportation, i.e., Ridgeview, Highway 63. Mayor Magdits pointed out that in the last several citizen surveys, traffic congestion comes up as an issue that citizens are asking the City to potentially address.

Mayor Magdits indicated he mentioned at the last Council Meeting that he and City Administrator John Butz have agreed to a timetable that is aggressive as far as action is concerned pertaining to Tax Increment Financing (TIF) and a Transportation Development District (TDD). He pointed out there are about 26 to 28 mile markers between now and December 21. Six or eight of these mile markers require formal action by the City and, in some cases, the County as well. He explained tonight’s meeting is not to get into depth about those projects and where roads are going to go and cost, etc., rather it is take a step back and look at these two mechanisms. As we begin to make some of these decisions in the next couple of weeks, you need to have a good handle and feel comfortable with the decisions you are going to be asked to make.

Mr. Mark Spykerman, Gilmore and Bell, addressed the Council and said throughout the process of considering TIF and the TDD, either he or Mr. Mark Grimm from Gilmore and Bell, will likely be at every City Council or County Commission meeting where this is discussed.

Mr. Spykerman then provided an overview of the process for implementing both the TIF and the TDD and why it will take until next spring to work through 28-mile markers. He entertained questions and comments during and after his presentation.

JULY 27, 2015
Councilman Bowe entered the meeting at approximately 5:23 p.m.

City Administrator John Butz referred the Council and the Commissioners to the timelines for the TIF and TDD, which were provided to those attending. He said there would be many opportunities for questions and answers. He reported that on August 20, staff would be meeting with HNTB.

After further dialogue, Mayor Magdits thanked everyone for attending.

The workshop adjourned at 6:20 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK  MAYOR

JULY 27, 2015
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 3, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Monty Jordan, Matthew Crowell, Matthew Miller, Kelly Long, Susan J. Eudaly, Don Morris, John Meusch, Jim Williams, Brian Woolley, Steven Jung, and Walt Bowe

Council Members Absent: None.

Department Directors in Attendance: Public Works Director Steve Hargis, Police Chief Sean Fagan, Finance Director Steffanie Rogers, Environmental Services Director Brady Wilson, and Community Development Director John Petersen

Other City Officials in Attendance: City Administrator John Butz, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked a member of the Rolla Ministerial Alliance to give the invocation.

Mayor Magdits then asked Councilman Don Morris to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

A motion was made by Williams and seconded by Morris to approve the consent agenda as submitted. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. The consent agenda consisted of the following:

(A) Approval of the Rolla City Council Minutes for the following:
   1) City Council Meeting – July 6, 2015
   2) City Council Meeting – July 20, 2015

II. PUBLIC HEARINGS

None.

III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

None.

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

Mayor Magdits referred the Council to (A) the June 2015 Environmental Services Department Monthly Report; (B) the June 2015, Police Department Monthly Report; (C) the June 2015 Animal Control Division Monthly Report; (D) the June 2015 Rolla Municipal Utilities Monthly Report; (E) the June 22, 2015, Rolla Board of Public Works Meeting Minutes; (F) the June 30, 2015, Development Review Committee Meeting Minutes, and; (G) the July 14, 2015, Planning and Zoning Commission Preliminary Meeting Minutes.

V. OLD BUSINESS

(A) Ordinance Approving the Final Plat of Blue’s Lake Plat No. II (Citizens Bank of Newburg): Community Development Director John Petersen explained the request is to split one lot, consisting of about 7.96 acres, into two lots. Lot 1 would contain 5.07 acres and Lot 2 would consist of 2.89 acres. The applicant is requesting the subdivision to facilitate the sale of the property.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4220: AN ORDINANCE APPROVING A FINAL PLAT OF BLUE’S LAKE PLAT NO. II, A MINOR SUBDIVISION BEING A REPLAT OF A PORTION OF LOT 1, BLUE’S LAKE PLAT NO. 6 AND A PART OF W1/2 SW1/4 SEC. 10, T37N, R8W ROLLA, PHELPS COUNTY, MISSOURI (CITIZENS BANK OF NEWBURG). A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Crowell, Eudaly, Jung, Hines, Jordan, Miller, Bowe, Williams, Meusch, Long, Morris, and Woolley. Nays; None. Absent; None. Motion carried. The ordinance passed.

(B) 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 recalled during the Council’s last meeting, Mr. Paul Wojciechowski with Alta Planning + Design, Inc., provided an overview of the complete streets policy strategy proposal for Rolla. The City’s attorneys have reviewed the contract and a couple of amendments were made. Mr. Hargis asked the Council to consider the final reading of the subject ordinance.

AUGUST 3, 2015

I.A.S.
V. OLD BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Execute an Agreement and Work Order No. 1 with Alta Planning + Design, Inc., for a Complete Streets Policy Strategy (continued): After much discussion, Mayor Magdits asked Mr. Hargis to provide the Council with a copy of the Missouri Livable Streets Initiative in order to give them a better understanding of the complete streets policy. Additionally, he asked Mr. Hargis to provide some tangible examples on how the complete streets policy would be used, beyond bike paths, Missouri S&T, and how it might work in a particular neighborhood.

A motion was made by Long and seconded by Jordan to set aside consideration of the subject ordinance until the next Council meeting. A voice vote on the motion showed twelve ayes, zero nays, zero absent. Motion carried.

VI. NEW BUSINESS

(A) Ordinance Amending Section 34-1 of Rolla City Code Pertaining to the “Health Authority”: City Administrator John Butz explained that recently Phelps/Maries County Health Department Administrator Jodi Waltman approached the City about Section 34-1 in the Rolla City Code, which establishes the health authority. Mr. Butz informed the Council the City delegates the authority to the Health Department to conduct hotel/motel and food establishment inspections. He said there is an enforcement mechanism if either a hotel/motel or restaurant is not in compliance and is not achieving our objectives in getting in compliance the City has the ability to issue a temporary shutdown of the business, under the City’s health authority. Mr. Butz pointed out that according to Rolla City Code, the health authority includes the Health Department Administrator and the City’s Codes Administrator. In the situation, which recently occurred, the City’s Codes Administrator was on vacation. Mr. Butz suggested amending the City Code to reflect the Codes Administrator “or his/her designee” so a position can step in during the interim to address the enforcement mechanisms of the health code.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.

AUGUST 3, 2015
VI. NEW BUSINESS (continued)

(B) Resolution Authorizing the Mayor to Execute a Contract with BlueBit Networks for Rolla National Airport Tower Access: City Administrator John Butz mentioned that since the Council’s recent discussion on this issue, he contacted BlueBit Networks and negotiated a $300/month amount for tower access. Additionally, rather than a five-year renewal, it would be subject to a thirty-six month renewal and an inflationary adjustment that would be applied to the renewals. Mr. Butz noted the exact same arrangement has been done by this company in the City of Bourbon where the City’s Counselor, Lance Thurman is also the City Attorney and they have previously been through this process.

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1844: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT FOR TOWER ACCESS BETWEEN BLUEBIT NETWORKS AND THE CITY OF ROLLA, MISSOURI. A motion was made by Eudaly and seconded by Long to approve the proposed resolution. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

VII. CLAIMS and/or FISCAL TRANSACTIONS

None.

VIII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council.

Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, said after listening to Public Works Director Steve Hargis’ presentation, he wanted to mention that in the past he has commented about possible ways to beautify the city or improve traffic flow. Most recently, he noted he addressed the Council about straightening Eighteenth Street from the railroad tracks around Walnut Street up to Highway 63. Mr. Sager indicated during the last Council meeting he spoke about beautifying the city by putting an aerator in Ber Juan Park Lake. He said he is sure there are many people in the city who could give the Council the benefit of their experiences with traffic flow and beautifying the city.
VIII. CITIZEN COMMUNICATION (continued)

(A) Open Citizen Communication (continued): Mr. Sager stated he thinks the Council needs to obtain citizen input on the complete streets strategy project because they are the ones who can tell the Council what really needs to be done. He noted another example is at the corner of Eighth and Park Streets by the Post Office. Mr. Sager informed the Council he has seen an “almost accident” at this corner, which he said could be easily solved. He pointed out there are no stop signs on Eighth Street as you are approaching Park Street. Mr. Sager explained someone places mail in the receptacle on Park Street and then does not realize they are pulling out into Eighth Street and the traffic is not stopping. He suggested installing a stop sign on Eighth at Park Street, which is a simple thing to improve traffic flow.

No one else present addressed the Council.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Animal Shelter Open House: Mayor Magdits reminded everyone of the Rolla Animal Shelter Open House, scheduled for Saturday, August 8, 2015, from 11 a.m. to 1 p.m. He said the City has great staff at the Animal Shelter and would like to showcase what they do. Additionally, Mayor Magdits said the open house is to put into perspective the current facilities and limitations.

X. COMMENTS FOR THE GOOD OF THE ORDER
None.

XI. CLOSED SESSION
None.

XII. ADJOURNMENT
Having no further business, the meeting adjourned at 7:22 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK                                  MAYOR

AUGUST 3, 2015
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 17, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: Matthew Miller

Department Directors in Attendance: Public Works Director Steve Hargis, Environmental Services Director Brady Wilson, Police Chief Sean Fagan, Interim Fire Chief Ron Smith, Community Development Director John Petersen, Interim Parks and Recreation Director Ken Kwantes, and Finance Director Steffanie Rogers

Other City Officials in Attendance: City Administrator John Butz, City Counselor Lance Thurman, and City Clerk Carol Daniels

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked a member of the Rolla Ministerial Alliance to give the invocation.

Councilman John Meusch led in the Pledge of Allegiance.

I. PUBLIC HEARINGS

(A) Ordinance Setting the 2015 Tax Rate: Finance Director Steffanie Rogers referred the Council to the calculations for the 2015 tax rate settings. She noted the State’s calculations were confirmed and the tax rate for 2015 remains the same as 2014. Ms. Rogers asked the Council to consider the first and final readings of the proposed ordinance, since it must be certified to the Phelps County Clerk by September 1, 2015.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the proposed 2015 tax rates.

Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, stated he does not mind paying taxes, but does mind some of the things that are done with his taxes and he objects to the proposed tax rates. Mr. Sager noted there are so many wastes of money in this City, i.e. Rolla Regional Economic Commission (RREC), $100,000 year; money to out of town developers. Mr. Sager focused on the November 2014 election and how the City wasted
I. PUBLIC HEARINGS (continued)

(A) Ordinance Setting the 2015 Tax Rate (continued): $18,000. He explained the City put Proposition P on the ballot for November 2014 and then a couple of weeks before the election the City discovered it was illegal to do so and the court suppressed the counting of the ballots. However, the City still had to pay $18,000 for the election. Mr. Sager emphasized there is no way that anyone can say the City got anything for this money. He told the Council he is of the opinion the City should put the $18,000 back in the City treasury before going to the citizens and ask them to pay any more taxes because there is absolutely no excuse for wasting money this way.

No one else present addressed the Council. Mayor Magdits closed the public hearing.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4221: AN ORDINANCE FIXING THE TAX LEVY FOR GENERAL REVENUE, LIBRARY AND PARK BY THE CITY OF ROLLA, MISSOURI, FOR THE YEAR 2015. A motion was made by Eudaly and seconded by Morris to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, one nay, and one absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Hines, Long, Jung, Williams, Jordan, Eudaly, Crowell, Meusch, Woolley, Morris, and Bowe. Nays; None. Absent; Miller. Motion carried.

II. SPECIAL PRESENTATIONS

(A) Your Community Health Center: Ms. Amy Beechner-McCarthy, Chief Executive Officer of Your Community Health Center, 1050 West Tenth Street, Suite 480, PCRMC Medical Office Building, Rolla, Missouri, informed the Council that it has been in operation since February 27, 2014. She explained it is a federally qualified health care center and their federal designation occurred in October 2013. Ms. Beechner-McCarthy said the reason the Health Center was designated as a federally qualified health care center was based on need because 41% of the population in Phelps County earns income below 200% of the federal poverty level. She asked the Council to please let people know about the Health Center’s services. Additionally, she told the Council that on April 23, 2016, the Health Center would be hosting a progressive dinner to help raise funds and awareness for a larger facility. Ms. Beechner-McCarthy explained the Health Center
II. SPECIAL PRESENTATIONS (continued)

(A) Your Community Health Center (continued): plans to ask for $500,000 in NAP (Neighborhood Assistance Program) Credits. She asked the City to consider donating some of its hours with the Meramec Regional Planning Commission (MRPC).

(B) Rolla Municipal Utilities (RMU) FY 2015 Third Quarter Report: Rolla Municipal Utilities General Manager Rodney Bourne provided a brief overview of the Rolla Municipal Utilities’ (RMU) FY 2015 Third Quarter Report. He mentioned the complete report is available for review at www.rollamunicipalutilities.org. Additionally, Mr. Bourne highlighted portions of RMU’s FY 2016 budget.

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 said staff is seeking approval of an ordinance that would authorize the Mayor to enter into a professional services agreement with Alta Planning + Design, Inc. The main function of these consultants would be to assist the City in implementing a complete streets strategy for Rolla. Mr. Hargis explained, in essence, the City is looking for help in how to gauge what the community would like to see in the way of specific guidelines and strategies that might be incorporated to enhance Rolla’s transportation system. He recalled that during its last meeting, the Council discussed reaching out to Missouri University of Science & Technology (Missouri S&T) for their assistance. Mr. Hargis reported he contacted Ms. Angela B. Rolufs, Director, Office of Sustainable Energy and Environmental Engineering, and Dr. Joel Burken, Associate Department Chair and Professor, Civil, Architectural and Environmental Engineering/Director, Environmental Research Center for Emerging Contaminants.

Ms. Rolufs addressed the Council and said she was excited when Mr. Hargis called and asked for assistance with this project because it fits so well with what she does on campus and, it fits well with the entire strategic plan. She explained the campus’ main goal is to educate our students. However, we want to educate them to be responsible citizens who can engage with our community. Ms. Rolufs said they also have a goal to lead sustainability, by example, including environmental sustainability, and the social and economic aspects of sustainability. She noted that in the campus’ raw strategic plan, it has a specific action item, which is to make the campus more walkable and friendlier for bicycles and pedestrians.
COUNCIL MEETING MINUTES
AUGUST 17, 2015
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III. OLD BUSINESS (continued)

(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 (continued): Ms. Rolufs then introduced student Mr. Adam McMikle, who has been working with her on the campus strategic planning committee. He is the president of the student council and is very involved in the bicycle club.

Mr. McMikle informed the Council that Ms. Rolufs has done wonderful things for the campus and continues to host great conversations with the students about sustaining campus life and enriching it overall through holistic means.

Dr. Burken said he believes this is a great opportunity because we know we are going to have considerable infrastructure investment and would be considering all modes of transportation. It would be advantageous for safety, ease, and satisfaction with living in Rolla. He noted the bike racks on campus and downtown are rapidly filling up and the parking spaces are full and beyond capacity in many cases. Dr. Burken said this is the way to look at alleviating some of those issues for our downtown area where we mesh with campus. Dr. Burken noted that overall, the campus has over 8,700 students, which is more than double our lull of about 15 years ago, and there is no plan on capping it. The University is going to keep expanding as long as it remains one of the best investments in education.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4222: 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. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Eudaly, Meusch, Jordan, Williams, Hines, Jung, Long, Bowe, and Morris. Nays; Woolley and Crowell. Absent; Miller. Motion carried. The ordinance passed.

(B) Ordinance Amending Section 34-1 of the Rolla City Code Pertaining to the
“Health Authority”: City Administrator John Butz noted City Code currently limits the City’s flexibility when working with the Health Authority, particularly in restaurants and hotels when quick action is needed. The Health Authority is currently established as the Health Director for the County and the City’s Codes Administrator. Mr. Butz explained
III. OLD BUSINESS (continued)

(B) Ordinance Amending Section 34-1 of the Rolla City Code Pertaining to the “Health Authority” (continued): The subject ordinance allows the City, in the absence of the Codes Administrator, to have a designee. He noted staff would establish the designee administratively with the City’s Codes Administrator, Steve Flowers.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4223: 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. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jung, Jordan, Hines, Woolley, Williams, Bowe, Crowell, Meusch, Long, Eudaly, and Morris. Nays; None. Absent; Miller. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Motion Abating Nuisance at 107 W. 3rd Street (Over $1,000): Codes Administrator Steve Flowers provided a brief history on the subject property located at 107 West Third Street. He informed the Council that the taxes on this property have not been paid for 2013 and 2014 and, if not paid in 2015, the property would be up for sale by the County Collector in August 2016. Mr. Flowers told the Council the City currently has a Special Tax Bill against the property for $898.26, which includes administrative fees and interest. He explained City staff is recommending abatement of the nuisance on this property by removing the debris, demolishing the shed, boarding up all windows, and covering the hole in the chimney. Mr. Flowers indicated staff obtained three bids to abate this nuisance with the lowest bid being $1,300.00. After discussion, a motion was made by Williams and seconded by Morris to authorize the abatement of the nuisance at 107 W. Third Street, for $1,300.00, with Harris Lawn Care. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(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 explained the property owner is requesting the resubdivision of his property by consolidating a portion of Lots 1, 2, 6 and 7, in Block 18, of the Frisco Subdivision into one lot. The new subdivision would be called Arkansas Plaza. Mr. Petersen noted the
IV. NEW BUSINESS (continued)

(B) Ordinance Approving the Resubdivision of a Portion of Lots 1, 2, 6, and 7, Block 18, Frisco Subdivision (Lin) (continued): property consists of .36 acres or 15,681 square feet and the property is zoned R-3 (Multi-Family District). He reported the Planning and Zoning Commission recommend approval of the requested subdivision. Mr. Petersen added the developer's representative has submitted a letter asking the Council to consider the first and final readings of the subject ordinance at this meeting.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4224: 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 50 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) (ARKANSAS PLAZA). A motion was made by Williams and seconded by Morris to suspend the rules and the ordinance be read for its final reading, by title. A hand count on the motion showed six ayes, five nays, and one absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Bowe, Woolley, Williams, Hines, Jung, Meusch, Jordan, Morris, Long, Eudaly, and Crowell. Nays; None. Absent; Miller. Motion carried. The ordinance passed.

(C) Ordinance Approving the Final Plat of Deer Crossing East III (Renick): Community Development Director John Petersen informed the Council that Mr. John Renick is requesting the resubdivision of Deer Crossing East II. He said the subdivision, which includes Lots 3 through 13, consists of a total of 7.2 acres. Either Lot 15 would be dedicated to the City as public parkland or the developer would pay $4,392 as a fee-in-lieu-of contribution. Mr. Petersen said staff is proposing Lot 15 be transferred to the City to meet park dedication requirements and to expand the hiking and biking trail system.

Interim Parks and Recreation Director Ken Kwantes indicated Lot 15 is located adjacent to the existing bike trail. Usually, staff would recommend fee-in-lieu-of parkland. However, this property ties in with the City's existing bike trail and it is a key component because it gives the Park Department access and helps staff get its equipment across the street.
IV. NEW BUSINESS (continued)

(C) Ordinance Approving the Final Plat of Deer Crossing East III (Renick) (continued): City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4225: 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. (RENNICK). A motion was made by Eudaly and seconded by Long to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Jordan to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Williams, Jordan, Jung, Eudaly, Woolley, Bowe, Crowell, Meusch, Long, Morris, and Hines. Nays; None. Absent; Miller. Motion carried. The ordinance passed.

(D) Ordinance Approving the Aviation Consultant Agreement with Jviation for Terminal Building Design: City Administrator John Butz explained the City receives what is called “non-primary entitlement” at the Rolla National Airport from the State of Missouri. He said the City would like to obligate its 2012 funds of about $63,000 that are about to expire to do the design work for a new terminal building and have a contract in place that provides the design and construction and administration services. Mr. Butz said the City would construct the terminal whenever the Council is ready. He said staff believes the City will have the funding next year once the 2015 entitlement is received. Mr. Butz said the total project would be about $600,000 including design and construction. Jviation is the firm selected by the City about four years ago to provide the aviation consulting.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: 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 AVIATION PROJECT CONSULTANT AGREEMENT AT THE ROLLA NATIONAL AIRPORT.

(E) Ordinance Approving Grant Agreement for Airport Terminal Building Design Services: City Administrator John Butz explained the subject grant agreement covers 90% of the funding for professional services pertaining to the airport terminal building.
IV. NEW BUSINESS (continued)

(E) Ordinance Approving Grant Agreement for Airport Terminal Building Design Services (continued): City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.

(F) Motion Approving Parks and Recreation Director Search Committee: City Administrator John Butz explained the structure for the Parks and Recreation Director search is similar to what was used for the police chief and fire chief searches. He noted it would be an open search and both internal and external candidates are encouraged to apply. Mr. Butz said it would take about four months to go through the process. He said the proposed Search Committee consists of the following: City Administrator John Butz, Council Representatives Walt Bowe and Mayor Lou Magdits, Parks and Recreation Commission representative Dr. Bill Moorkamp, Retired and Interim Parks Director Ken Kwantes, Community representative Kevin Edwards, and Ex-officio member Mr. Keith Kilmer of Kilmer Investigations.

A motion was made by Jordan and seconded by Long to approve the Parks Director Search Committee and process as submitted. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

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: A motion was made by Williams and seconded by Eudaly to reappoint Mr. Matthew Z. Williams to the Board of Public Works. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.
VI. MAYOR/CITY COUNCIL COMMENTS (continued)

(B) Complete Streets Strategy: Councilman Matthew Crowell stated he does not want it to appear that he is opposed to the concept of “complete streets,” because he believes it is a good idea and is glad the City is taking this step. He explained he is just not convinced the City needs to spend the $30,000 to have somebody tell us that. Because as Missouri S&T, Public Works Director Steve Hargis, and many of the Council pointed out, we already know what we need to do. We need to take into consideration bike and walking paths, etc. Mr. Crowell said he wants to make it clear that he supports it and it is a good idea, but emphasized he is still not convinced the $30,000 is money well spent.

VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council.

Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, thanked Public Works Director Steve Hargis for painting the white lines and arrows on Park Street in the front of the Post Office. He recalled that during the Council’s last meeting, he mentioned this was an accident waiting to happen. Mr. Sager suggested adding “cross traffic does not stop” signs at the intersection.

Mr. Sager showed the Council pictures of Ber Juan Pond before and after the rain last weekend. He noted almost all of the pond scum is gone. Mr. Sager said if the City cannot afford a few thousand dollars for an aerator, maybe the Council can learn to make it rain.

No one else present addressed the Council.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Animal Shelter Open House: Councilwoman Susan Eudaly thanked everyone for their attendance and support of the recent Animal Shelter Open House.

(B) Budget Meetings: City Administrator John Butz informed the Council the City’s Finance/Audit Committee would be meeting on August 24 in the Third Floor Conference Room at 5:30 p.m. to review the proposed FY 2016 budget.
VIII. COMMENTS FOR THE GOOD OF THE ORDER (continued)

(B) Budget Meetings (continued): Mr. Butz indicated the City Council budget workshop would be held on Tuesday, September 1, 2015, at 5:30 p.m. in the Council Chambers.

(C) Major Transportation Plan Meetings: City Administrator John Butz recalled that about a month ago City staff announced some public meetings pertaining to the major transportation plan. He noted a public meeting had been scheduled for this Thursday, August 20. However, since it has been such a large project and undertaking, the City is not prepared to have this meeting.

IX. CLOSED SESSION

A motion was made by Williams and seconded by Jordan to adjourn into closed session pursuant to 610.021 RSMo. to discuss litigation. A roll call vote on the motion showed the following: Ayes; Bowe, Woolley, Williams, Hines, Long, Meusch, Jordan, Morris, Crowell, Eudaly, and Jung. Nays; None. Absent: Miller. Motion carried.

The Council adjourned into Closed Session at approximately 8:12 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 8:47 p.m.

City Counselor Lance Thurman reported that during Closed Session the Council discussed one matter of litigation. No final action was taken.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at 8:48 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

AUGUST 17, 2015
MEMORANDUM

TO: Planning & Zoning Commission Members
FROM: John Petersen, Community Development Director
DATE: September 8, 2015
SUBJECT: Application to approve the establishment of a Family Entertainment and Recreation Complex – (FERC) at 1100 Hwy 72 East. (Barrack)

DATE: September 8, 2015

GENERAL INFORMATION:

CASE #: 7-11-15

Applicant(s): Charlotte J. Barrack Trust, 1297 Highway O, Rolla, Missouri, 65401; 573-341-5488.

Status of Applicant: The Charlotte J. Barrack Trust is the owner of the property.

Current Zoning/Use: Current zoning is C-2 (general retail district) zoning. The proposed FERC could be a mixed use recreation and entertainment venue, which might include a restaurant, where the sale and consumption of alcoholic beverages could take place. Uses permitted in C-2 zone include food establishments, recreation facilities, cage fights, social gatherings like weddings, hobby shows such as knife and gun shows, etc.

Proposed Action: The owner has requested that the Planning and Zoning Commission recommend approval of a FERC for the entire building and site to the City Council. The Charlotte Barrack Trust owns the property and intends to lease space for business purposes and other uses consistent with C-2 zoning ordinance. The operation of a bar/tavern or night club on property zoned C-2 is permitted through an approved FERC as specified under City Ordinance 4103, Chapter 42, Section 42-232.(see staff memorandum accompanying the FERC application).

Location: The property is located at 1100 Hwy 72 East behind the Family Center Building. A legal description of the subject property is attached below.

FINDINGS:
The Rolla City Council may consider the following findings in their decision to approve or deny the request for a FERC.

1. The subject property is currently zoned C-2, which permits the sale and consumption of alcoholic beverages on-premise. Alcoholic beverages will be sold by vendors licensed as required in Rolla with a limit of 40 days per year.
2. The building footprint is 21,641 sq. ft. The lot size is 2.41 acres. There is adequate space to accommodate required off-street parking. All necessary utility and drainage services are provided.
3. The building is large enough to allow an occupancy level of 400 persons as determined by the Codes Administrator, with no less than 100 parking spaces on-premise. Parking spaces set-a-side for the public shall be paved. The project meets lot coverage limits and setbacks are not a problem for this FERC.

4. The building has undergone extensive remodeling in the recent past to help meet all relevant zoning, building and fire codes. In addition, the project complies with ADA requirements concerning ramps, public toilets, etc.

PUBLIC COMMENTS / ISSUES
The proposed FERC was advertised in the Rolla Daily News on August 15/16, 2015. The primary concerns voiced by neighbors after this meeting where the generation of exterior noise produced by musical concerts that could be heard beyond the borders of the subject property and the establishment of a bar/tavern or night club, replacing the restaurant as a source of liquor sales.

CITY ACTION
The Planning and Zoning Commission met on September 8, 2015 to consider it’s recommendation to the City Council. The City Council, at their September 8th 2015 public hearing meeting conducted a public hearing on the establishment of a FERC ordinance and had a first reading. The City Council will meet again on September 21, 2015 to have a second and final reading for the FERC.

STAFF COMMENT AND RECOMMENDED CONDITIONS:
It is the opinion of the Staff that this FERC, if approved, would not pose a serious detriment to

ACTION REQUIRED:
Motion to recommend approval or denial of the proposed FERC at 1100 Hwy 72 East as specified in the application (list any factors you consider important for your decision).

ATTACHMENTS:
Area maps
Affidavit of publication

CC: Charlotte Barrack
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE ESTABLISHMENT OF A FAMILY ENTERTAINMENT AND RECREATION COMPLEX (FERC) AT 1100 HIGHWAY 72 EAST IN THE CITY OF ROLLA, MISSOURI (BARRACK)

WHEREAS, a public notice was duly published in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri, on September 8, 2015, at the hour of 6:30 p.m.; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on September 8, 2015, and recommended the City Council approve the rezoning of the subject property as proposed by the applicant without conditions; and

WHEREAS, a public hearing was held at the time and place provided by said notice; and

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts and a zoning map in accordance with a comprehensive plan, be and the same is hereby amended by changing the zoning and classification of the following property situated within the City of Rolla, Missouri, and described as follows: 1100 Highway 72 Event Center to permit the development of a FERC (Family Entertainment and Recreation Complex).

SECTION 2: This ordinance shall be in full force and effect from and after the date of its passage and approval by the Rolla City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 8th DAY OF SEPTEMBER 2015.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

[Signature]
APPLICATION FOR A
FAMILY ENTERTAINMENT AND RECREATION CENTER (FERC)
LICENSE AND CONDITIONAL USE PERMIT

1. Applicant: Hwy 72 Event Center
Charlotte J. Barrack, Owner
1297 Highway O, Rolla, MO 65401
573-364-1671
573-578-8274

2. Address: 1100 Highway 72
Rolla, Missouri 65401

3. Amusement Devices: There will be no permanently placed coin or token
operated video amusement devices. The facility will be
rented as an empty building except for chairs, tables,
concession equipment and the miniature golf course.

4. Safety Plan: See Drawing

5. Parking Layout: See Drawing (100 parking spaces provided)

6. Hours of Operation: Will vary depending on tenant. No bands or DJ or loud
music after 11:00 p.m. Sunday -- Thursday and midnight
on Friday and Saturday nights. Nothing herein exempts
the Event Center from adherence to any City ordinance.

7. Maximum Occupancy: 400

8. Alcohol: Some tenants will desire alcoholic beverages to be sold at their event.
In these cases, alcoholic beverages will be sold by a vendor already
licensed in the City of Rolla. There will be a maximum of 40 days per
year that alcoholic beverages will be sold. Each time this occurs the
vendor will be required to get a caterer’s license through the normal
process. If the tenant is a non-profit organization, they will be
required to get a picnic license.

9. The facility will be rented typically on a daily, weekend or weekly basis to
persons, groups and companies for personal events or business activities. All
uses of the building will be in accordance with C-2 zoning and the terms of the
FERC license.
10. Some events will be held at the facility where the tenant will be making taxable sales whether it be for admission charges, services or items they sell. On these occasions, they will be required to present their sales tax license, if such is required by the State of Missouri, and a copy of same will be kept on file for a year.

11. The concession stand will be operated by different organizations at different times. If the operator is a “for profit” company, they will be required to present their sales tax license, if such is required by the State of Missouri, and a copy will be kept on file for a year. A “not for profit” organization shall be required to submit sales taxes even though certain licenses shall not apply. Concession operators shall be required to get a health permit if required by the Phelps County Health Department.

12. The Highway 72 Event Center shall be required to get a business license and sales tax license which will cover all incidental facility uses and rentals. Any event sponsor not covered by the 72 Highway Event Center license will be required to get a separate business license. Where there are multiple vendors at an event, only the event sponsor is required to have a business license.

The above statements are true and correct to the best of my knowledge.

Charlotte J. Barrack  
8/05/15

I.A.S.
An application to consider creating a Family Entertainment and Recreation Complex (FERC) at 1100 Highway 72 East (Barrak)
Building distances from the proposed FERC (Barrak)

Location Map

Area of Interest

Zoning Classification

NZ - No Zone
C-O - Office District
C-1 - Neighborhood Business District
C-2 - General Retail District
C-3 - Highway Commercial District
M-1 - Light Manufacturing
M-2 - Heavy Manufacturing
GI - Government and Institutional
CC - Center City
R-1 - Single Family District
R-2 - Two Family District
R-3 - Multi-Family District
R-R - Rural Residential District
PUD - Planned Unit Development

City of ROLLA

P.W.D. Mapping Office
August, 2015
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Consideration of FY 2015-16 Budget

BUDGET APPROPRIATION: $28.4 Million

DATE: Sept. 8, 2015

COMMENTARY:

Attached is the proposed budget for FY 2016. The budget provides more flexibility than any we have seen for the last several years as FY 2015 sales tax growth should exceed 4% and we anticipate sales tax growth of 2% in FY 2016. The budget and all corresponding funds are balanced with anticipated revenues and unrestricted fund balances but there remains very little margin for unexpected revenue losses or unplanned expenses.

The budget includes spending down of the $3 million lease/financing approved in FY 2015 for the Street Fund to complete the last 2 miles of deficient streets in the south side and funding to ultimately replace over 1,000 street lights with high-efficiency LED lighting. The budget also includes a $175,000 lease financing of the SCBA (breathing) system for Rolla Fire.

The result of several years of stagnating revenues despite improved conditions in FY 2015 and 2016 the City has eliminated 10 full-time positions over the last 4 years. With better growth this year’s priorities lie with rebuilding cash reserves and providing better pay for remaining City employees. Most significantly the passage of Prop P (1/4 cent sales tax for traditional parks and recreation) provides full funding for the maintenance of City parks and frees up $200,000 – 300,000 of General Fund support. In addition a 2% drop in retirement expense (fully-funded pension plan) is a significant relief to all funds.

The budget does include a few user fee increases to meet operating cost increases as follows: sewer rate increase (5.5%); Rec. Center membership fee increase (pending), and T-hangar rental fee increase (5%). Discussion on youth and senior parks and recreation fees continue to be discussed.

Recommendation: First Reading.
ORDINANCE NO. ____________

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015, AND APPROPRIATING FUNDS PURSUANT THERETO.

WHEREAS, the City Administrator has presented to the City Council an annual budget for the fiscal year beginning on October 1, 2015, and

WHEREAS, a public meeting on the budget was conducted on September 2, 2015, and the required public hearing scheduled on September 8, 2015, at which hearing citizens were given an opportunity to be heard:

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

Section 1: The annual budget for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2015, a copy of which is attached hereto and made a part thereof as if fully set forth herein, having been heretofore submitted by the City Administrator, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said budget.

Section 3: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 8th DAY OF SEPTEMBER 2015.

APPROVED:

ATTEST: ___________________________ MAYOR

____________________________
CITY CLERK

APPROVED AS TO FORM:

____________________________
CITY COUNSELOR

II. B. 2.
September 8, 2015

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

Dear Mayor and Council:

Pursuant to the requirements of Section 67.020 of the Revised Statutes of Missouri, the Fiscal Year 2015-16 Budget is hereby submitted. This Budget has been prepared in conjunction with the Mayor, Council and Department Directors who have anticipated the needs of their departments realistically in relation to both available money and department demands.

In every respect the 2015-165 Budget meets the legal requirement that expenditures not exceed anticipated revenues plus any unencumbered fund balance from the previous year. The 2015-16 Budget will begin on October 1, 2015. The budget represents a total yearly program of $28,427,448 offset by anticipated revenues of $26,555,790. The budget anticipates a more significant pay adjustment (ave 3.5%) for qualifying full-time City employees with increased growth projections, elimination of full-time positions, and a reduction in our LAGERS retirement contribution. The budget includes additional park funding with the passage of Prop P (1/4 cent sales tax effective Oct 2015) and includes significant street work with lease proceeds approved in FY 2015 ($3 million) to complete street reconstruction projects in the south side area. The budget does anticipate a 5% increase in sewer use fees and anticipates modest fee increases for The Centre, parks, and airport T-hangar rentals.

The 2015-16 Budget is submitted with the belief that it represents a worthy effort to obtain a balanced program for the ensuing year. The 2015-16 Budget expresses on paper and in dollars the never-ending struggle to provide Rolla citizens the most service possible for each tax dollar spent.

Sincerely,

John Butz  
City Administrator  

JB/ms
# STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

**ALL FUNDS**  
**City of Rolla**  
**Fiscal Year 2015 - 2016**

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Proposed 2016</th>
<th>% of Budget</th>
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<td></td>
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<tr>
<td>Sales/Property Tax</td>
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<td>1%</td>
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<tr>
<td>Intergovernmental</td>
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<td>828,900</td>
<td>1,391,400</td>
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<td>Charges for Service</td>
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<td>8,673,254</td>
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<td>Fines &amp; Forfeitures</td>
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<td>188,419</td>
<td>203,000</td>
<td>199,000</td>
<td>1%</td>
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<tr>
<td>Misc. Income</td>
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<td>1,275,661</td>
<td>1,361,110</td>
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<td>Bond Proceeds</td>
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<td>3,010,000</td>
<td>175,000</td>
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<td><strong>Total Revenues</strong></td>
<td>$30,384,334</td>
<td>$24,291,508</td>
<td>$27,252,135</td>
<td>$26,555,790</td>
<td>100%</td>
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</table>

| **EXPENDITURES**   |            |            |                |               |             |
| Personnel          | 11,581,805 | 12,116,258 | 12,008,311     | 12,417,325    | 44%         |
| Supplies & Bldg. Mtn. | 1,324,624 | 1,308,116  | 1,295,425      | 1,213,400     | 4%          |
| Services           | 3,589,039  | 3,301,823  | 3,238,806      | 3,385,965     | 12%         |
| Maintenance & Imp. | 3,011,899  | 2,705,748  | 2,475,869      | 2,709,467     | 10%         |
| Capital Exp.       | 9,608,677  | 8,061,235  | 5,896,550      | 8,691,291     | 31%         |
| **Total Expenditures** | $29,117,044 | $27,493,180 | $24,915,081    | $28,427,448   | 100%        |

| **EXCESS REVENUES OVER EXPENDITURES** | $1,267,290 | $(3,201,672) | $2,337,054 | $(1,871,658) |

| **FUND TRANSFERS** |        | $25,000   |        | $(676)  | $-        |

| **TOTAL REVENUES OVER EXPENDITURES** | $1,292,290 | $(3,201,672) | $2,336,378 | $(1,871,658) |

| **BEGINNING FUND BALANCE (10/1)** | $10,127,747 | $11,420,036 | $8,218,364 | $10,554,742 |

| **ENDING FUND BALANCE - ALL FUNDS (9/30)** | $11,420,036 | $8,218,364 | $10,554,742 | $8,683,084 |

**FOOTNOTES:**

- **RESTRICTED CASH**  
  $9,562,548  
  $6,054,989  
  $8,034,336  
  $5,774,741

- **PROJECTED UNRESTRICTED CASH**  
  $1,857,488  
  $2,163,375  
  $2,520,406  
  $2,908,343

*6/4/2015*
# Statement of Revenues, Expenditures and Fund Balance

## General Fund

City of Rolla  
Fiscal Year 2015 - 2016

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Proposed 2016</th>
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</thead>
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<tr>
<td><strong>Revenues</strong></td>
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<td>155,397</td>
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<td>145,000</td>
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<td>Intergovernmental Revenue</td>
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<td>356,413</td>
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<td>Fines and Forfeitures</td>
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<td>188,419</td>
<td>203,000</td>
<td>199,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>117,945</td>
<td>52,755</td>
<td>41,300</td>
<td>102,800</td>
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<td>Lease Proceeds</td>
<td>455,274</td>
<td>0</td>
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<td>175,000</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>10,097,465</td>
<td>9,884,240</td>
<td>10,073,100</td>
<td>10,382,800</td>
</tr>
</tbody>
</table>

| **Expenditures**       |            |            |                |               |
| Administrative         | 574,366    | 574,692    | 596,955        | 586,926       |
| City Administration    | 380,028    | 313,298    | 320,408        | 299,650       |
| Library                | 193,976    | 201,405    | 212,092        | 227,675       |
| Finance                | 491,829    | 530,167    | 543,251        | 541,740       |
| Legal Service          | 62,643     | 57,402     | 60,892         | 63,700        |
| City Court             | 73,852     | 84,618     | 80,932         | 84,220        |
| 911/Communications     | 1,005,733  | 1,005,809  | 1,032,745      | 1,110,480     |
| Animal Control         | 136,293    | 159,031    | 134,885        | 137,505       |
| Police                 | 3,167,476  | 3,380,904  | 3,215,030      | 3,495,970     |
| Fire                   | 2,990,786  | 2,581,983  | 2,622,927      | 2,929,170     |
| Buildings              | 89,321     | 97,829     | 92,325         | 94,310        |
| Engineering            | 688,843    | 678,010    | 677,807        | 704,537       |
| Community Development  | 386,724    | 384,936    | 372,259        | 365,900       |
| Economic Development   | 195,322    | 231,202    | 291,838        | 262,440       |
| **Total Expenditures** | 10,438,193 | 10,281,287 | 10,255,246     | 10,904,123    |

| **Excess of Revenues Over Expenditures** | (340,728) | (397,047) | (182,146) | (521,323) |

| **Fund Transfers**     |            |            |                |               |
| From Street Fund       | 464,527    | 344,700    | 429,000        | 492,500       |
| To Park Fund           | (250,000)  | (325,000)  | (250,000)      | 49,275        |
| To Airport Fund        | (176,881)  | (217,000)  | (243,000)      | (250,000)     |
| From Sewer, Env Svs & Recreation Fund | 859,359 | 667,700 | 488,500 | 432,400 |

| **Total Revenues Over Expenditures** | 556,277 | 73,353 | 242,354 | 202,852 |

| **Beginning Fund Balance (10/1)** | 542,757 | 1,099,034 | 1,172,387 | 1,414,741 |

| **Ending Fund Balance (9/30)** | 1,099,034 | 1,172,387 | 1,414,741 | 1,617,593 |

**Footnotes:**  
*Restricted Cash*  
910,775 948,068 932,445 954,665

**Projected Unrestricted Cash**  
188,259 224,319 482,296 662,928

9/4/2015
## STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

**SANITARY SEWER FUND**

City of Rolla  
Fiscal Year 2015 - 2016

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Adopted 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges for Services</td>
<td>2,788,227</td>
<td>2,843,904</td>
<td>2,876,000</td>
<td>3,021,850</td>
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<tr>
<td>Grants</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Income</td>
<td>327,686</td>
<td>171,267</td>
<td>10,550</td>
<td>71,000</td>
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<td>Bond Proceeds</td>
<td>4,080,000</td>
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<td>0</td>
<td>0</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>7,195,914</td>
<td>3,015,171</td>
<td>2,886,550</td>
<td>3,092,850</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**    |            |            |                |              |
| Personnel           | 696,422    | 727,901    | 732,575        | 766,975      |
| Supplies & Bldg. Mntc. | 281,316   | 288,349    | 289,000        | 381,250      |
| Services            | 656,693    | 471,513    | 187,312        | 308,390      |
| Maintenance & Imp.  | 639,327    | 352,478    | 373,000        | 396,000      |
| Capital Expenditures| 2,435,723  | 3,563,954  | 1,410,546      | 1,336,000    |
| **Total Expenditures** | 4,709,480 | 5,404,195  | 2,992,433      | 3,188,615    |

| **EXCESS OF REVENUES OVER EXPENDITURES** |            |            |                |              |
|                                          | 2,486,434  | (2,389,024) | (105,883)      | (95,765)     |

| **FUND TRANSFERS** |            |            |                |              |
| To General Fund    | (390,340)  | (1,105,100) | (170,700)      | (224,700)    |

| **TOTAL REVENUES OVER EXPENDITURES** |            |            |                |              |
|                                      | 2,096,094  | (3,494,424) | (276,583)      | (320,465)    |

| **BEGINNING CASH BALANCE (10/1)**    |            |            |                |              |
|                                      | 3,156,209  | 5,252,303  | 1,757,879      | 1,481,296    |

| **ENDING CASH BALANCE (9/30)**       |            |            |                |              |
|                                      | 5,252,303  | 1,757,879  | 1,481,296      | 1,160,831    |

| **FOOTNOTES:**                      |            |            |                |              |
| Restricted Cash                     | 4,699,603  | 1,190,055  | 890,000        | 504,524      |

| Projected Unrestricted Cash         | 552,700    | 567,824    | 591,296        | 656,307      |

**NOTE:** Depreciation expense is not included in the FY15 & FY16 budget. This will be factored into the audit.

II. B. 4. 9/4/2015
# STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

City of Rolla

ENVIRONMENTAL SERVICES FUND

Fiscal Year 2015 - 2016

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Proposed 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges for Services</td>
<td>2,587,952</td>
<td>2,548,255</td>
<td>2,714,400</td>
<td>2,814,400</td>
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<tr>
<td>Recyclable Sales</td>
<td>324,191</td>
<td>323,327</td>
<td>270,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>19,002</td>
<td>8,472</td>
<td>25,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Misc. Income (Veh. Mntc.)</td>
<td>273,181</td>
<td>340,373</td>
<td>320,000</td>
<td>325,000</td>
</tr>
<tr>
<td>Other Income</td>
<td>179,245</td>
<td>75,513</td>
<td>109,900</td>
<td>69,100</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>3,393,572</strong></td>
<td><strong>3,295,941</strong></td>
<td><strong>3,439,300</strong></td>
<td><strong>3,523,500</strong></td>
</tr>
</tbody>
</table>

| EXPENDITURES         |            |            |                |               |
| Recycling Division   | 429,263    | 507,631    | 659,864        | 454,620       |
| Sanitation Division  | 3,484,036  | 2,600,921  | 2,173,064      | 2,299,200     |
| Vehicle Maintenance Division | 372,707 | 365,379    | 399,607        | 396,290       |
| **Total Expenditures** | **4,286,005** | **3,473,931** | **3,232,535** | **3,150,110** |

| EXCESS OF REVENUES OVER EXPENDITURES | (892,434) | (177,991) | 206,765 | 373,390 |

| FUND TRANSFERS       |            |            |                |               |
| To General Fund      | (225,165)  | (202,300)  | (156,700)      | (143,800)     |
| **TOTAL REVENUES OVER EXPENDITURES** | (1,117,599) | (380,291) | 50,065 | 229,590 |

| BEGINNING CASH BALANCE (10/1) | 2,061,373 | 943,775    | 563,484        | 613,549       |
| ENDING CASH BALANCE (9/30)   | 943,775   | 563,484    | 613,549        | 843,139       |

FOOTNOTES:

REstricted Cash

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Proposed 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECTED UNRESTRICTED CASH</strong></td>
<td>849,935</td>
<td>548,484</td>
<td>588,549</td>
</tr>
</tbody>
</table>

NOTE: Depreciation expense is not included in the FY15 & FY16 budget. This will be factored into the audit.
### Statement of Revenues, Expenditures and Fund Balance

**Airport Fund**  
City of Rolla  
Fiscal Year 2015 - 2016

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Adopted 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges for Services</td>
<td>248,618</td>
<td>265,170</td>
<td>195,000</td>
<td>205,000</td>
</tr>
<tr>
<td>Other Income</td>
<td>122,836</td>
<td>62,721</td>
<td>62,305</td>
<td>66,205</td>
</tr>
<tr>
<td>Grants</td>
<td>866,127</td>
<td>446,673</td>
<td>390,000</td>
<td>615,000</td>
</tr>
<tr>
<td>Lease Proceeds</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>1,237,582</td>
<td>774,565</td>
<td>647,305</td>
<td>886,205</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
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</tr>
<tr>
<td>Personnel</td>
<td>125,084</td>
<td>144,711</td>
<td>143,830</td>
<td>148,085</td>
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<td>Supplies &amp; Bldg. Maintenance</td>
<td>13,495</td>
<td>14,985</td>
<td>16,775</td>
<td>16,830</td>
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<tr>
<td>Services</td>
<td>400,403</td>
<td>345,399</td>
<td>219,088</td>
<td>272,850</td>
</tr>
<tr>
<td>Maintenance &amp; Improvements</td>
<td>26,588</td>
<td>32,792</td>
<td>32,500</td>
<td>26,800</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>1,263,902</td>
<td>890,279</td>
<td>427,500</td>
<td>665,000</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>1,829,472</td>
<td>1,428,166</td>
<td>839,693</td>
<td>1,129,665</td>
</tr>
<tr>
<td><strong>Excess of Revenues over Expenditures</strong></td>
<td>(591,890)</td>
<td>(653,602)</td>
<td>(192,388)</td>
<td>(243,360)</td>
</tr>
<tr>
<td><strong>Fund Transfers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From General Fund &amp; Sewer/Street</td>
<td>256,881</td>
<td>962,000</td>
<td>243,000</td>
<td>250,000</td>
</tr>
<tr>
<td>To General Fund</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenues over Expenditures</strong></td>
<td>(335,009)</td>
<td>308,398</td>
<td>50,612</td>
<td>6,640</td>
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</table>

**Beginning Fund Balance (10/1)**  
35,037 (299,971) 8,427 59,039

**Ending Fund Balance (9/30)**  
(299,971) 8,427 59,039 65,679

9/4/2015
## STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

**Cemetery Trust Fund**  
City of Rolla  
Fiscal Year 2015-2016

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Adopted 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eternal Care</td>
<td>10,700</td>
<td>14,900</td>
<td>14,000</td>
<td>14,000</td>
</tr>
<tr>
<td>Other Income</td>
<td>5,721</td>
<td>1,466</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>16,421</td>
<td>16,366</td>
<td>15,500</td>
<td>15,500</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>5,721</td>
<td>1,466</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>5,721</strong></td>
<td><strong>1,466</strong></td>
<td><strong>1,500</strong></td>
<td><strong>1,500</strong></td>
</tr>
</tbody>
</table>

**EXCESS OF REVENUES OVER EXPENDITURES**  
10,700 14,900 14,000 14,000

**FUND TRANSFERS**  
From General Fund  
To General Fund  
0 0 0 0

**TOTAL REVENUES OVER EXPENDITURES**  
10,700 14,900 14,000 14,000

**BEGINNING FUND BALANCE (10/1)**  
277,470 288,170 303,070 317,070

**ENDING FUND BALANCE (9/30)**  
288,170 303,070 317,070 331,070

II. B. 9. 9/4/2015
# Statement of Revenues, Expenditures and Fund Balance
## Street/Capital Improvement Fund
### City of Rolla
#### Fiscal Year 2015 - 2016

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Adopted 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>4,365,441</td>
<td>4,515,113</td>
<td>4,674,000</td>
<td>4,765,500</td>
</tr>
<tr>
<td>Grants</td>
<td>144,543</td>
<td>161,683</td>
<td>160,000</td>
<td>530,500</td>
</tr>
<tr>
<td>Other Income</td>
<td>451,635</td>
<td>520,544</td>
<td>452,500</td>
<td>718,000</td>
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<tr>
<td>Bond Proceeds</td>
<td>0</td>
<td>0</td>
<td>3,000,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>4,961,618</td>
<td>5,197,340</td>
<td>8,286,500</td>
<td>6,014,000</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Personnel</td>
<td>1,019,006</td>
<td>1,039,753</td>
<td>1,059,780</td>
<td>1,090,715</td>
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<td>Supplies &amp; Bldg. Maintenance</td>
<td>201,154</td>
<td>214,518</td>
<td>214,800</td>
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<td>Services</td>
<td>87,953</td>
<td>85,770</td>
<td>267,150</td>
<td>308,425</td>
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<tr>
<td>Maintenance &amp; Improvements</td>
<td>1,265,991</td>
<td>1,195,265</td>
<td>1,019,796</td>
<td>1,199,000</td>
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<tr>
<td>Capital Expenditures</td>
<td>2,359,406</td>
<td>1,923,979</td>
<td>2,675,281</td>
<td>4,583,500</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>4,933,510</td>
<td>4,459,285</td>
<td>5,236,807</td>
<td>7,210,190</td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUES OVER EXPENDITURES</strong></td>
<td>28,108</td>
<td>738,055</td>
<td>3,049,693</td>
<td>(1,196,190)</td>
</tr>
<tr>
<td><strong>FUND TRANSFERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From/To Sewer/Airport Fund</td>
<td>25,000</td>
<td>0</td>
<td>(100,000)</td>
<td>0</td>
</tr>
<tr>
<td>To General Fund</td>
<td>(464,527)</td>
<td>(344,700)</td>
<td>(428,976)</td>
<td>(492,500)</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES OVER EXPENDITURES</strong></td>
<td>(411,419)</td>
<td>393,355</td>
<td>2,520,717</td>
<td>(1,688,690)</td>
</tr>
<tr>
<td><strong>BEGINNING FUND BALANCE (10/1)</strong></td>
<td>654,417</td>
<td>242,998</td>
<td>636,353</td>
<td>3,157,070</td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE (9/30)</strong></td>
<td>242,998</td>
<td>636,353</td>
<td>3,157,070</td>
<td>1,468,380</td>
</tr>
<tr>
<td><strong>FOOTNOTES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted Cash</td>
<td>10,500</td>
<td>25,000</td>
<td>2,651,320</td>
<td>995,000</td>
</tr>
<tr>
<td>Projected Unrestricted Cash</td>
<td>232,498</td>
<td>611,353</td>
<td>505,750</td>
<td>473,380</td>
</tr>
</tbody>
</table>

*9/4/2015*
# Statement of Revenues, Expenditures and Fund Balance

**Recreation (Centre) Fund**

**City of Rolla**

**Fiscal Year 2015 - 2016**

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Proposed 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>1,895,230</td>
<td>538,910</td>
<td>4,800</td>
<td>0</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>1,072,326</td>
<td>1,087,949</td>
<td>1,107,725</td>
<td>1,119,350</td>
</tr>
<tr>
<td>Other Income</td>
<td>89,243</td>
<td>39,578</td>
<td>20,350</td>
<td>19,500</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>3,056,799</strong></td>
<td><strong>1,666,437</strong></td>
<td><strong>1,132,875</strong></td>
<td><strong>1,138,850</strong></td>
</tr>
</tbody>
</table>

|                |            |            |                |               |
| **Expenditures**|            |            |                |               |
| Guest Services Division | 221,281   | 214,780    | 216,486        | 220,800       |
| Indoor Recreation Division | 122,028      | 156,985      | 158,871        | 147,500       |
| Aquatics Division | 723,526   | 208,067    | 213,060        | 219,160       |
| Fitness Division | 148,959   | 141,714    | 127,612        | 138,000       |
| Administration Division | 491,921     | 479,937     | 411,990        | 430,885       |
| Custodial Division | 307,803    | 327,452    | 266,641        | 267,650       |
| **Total Expenditures** | **2,015,517** | **1,528,935** | **1,394,660** | **1,423,995** |

|                |            |            |                |               |
| **Excess of Revenues Over Expenditures** |            |            | (261,785)      | (285,145)     |

|                |            |            |                |               |
| **Fund Transfers** |            |            |                |               |
| To General Fund | (200,000)  | 0          | 0              | 0             |
| From General Fund | (73,854)  | (105,000)  | (61,800)       | (63,900)      |
| **Total Revenues Over Expenditures** | **767,428** | **32,501** | **323,585** | **349,045** |

|                |            |            |                |               |
| **Beginning Fund Balance (10/1)** |            |            |                |               |
|                | 2,906,523  | 3,673,951  | 3,706,452      | 3,382,867     |

|                |            |            |                |               |
| **Ending Fund Balance (9/30)** |            |            |                |               |
|                | 3,673,951  | 3,706,452  | 3,382,867      | 3,033,822     |

**Footnotes:**

- **Restricted Cash**
  - Audit 2013: 3,494,326
  - Audit 2014: 3,503,484
  - Estimated 2015: 3,143,104
  - Proposed 2016: 2,880,000

- **Projected Unrestricted Cash**
  - 2013: 179,625
  - 2014: 202,968
  - 2015: 239,763
  - 2016: 153,822
# Statement of Revenues, Expenditures and Fund Balance

**Parks Fund**  
City of Rolla  
Fiscal Year 2015 - 2016

## Revenues

<table>
<thead>
<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Proposed 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>228,803</td>
<td>232,563</td>
<td>238,800</td>
<td>1,289,000</td>
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<td>Charges for Services</td>
<td>163,607</td>
<td>197,441</td>
<td>189,500</td>
<td>202,000</td>
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<tr>
<td>Other Income</td>
<td>10,721</td>
<td>6,466</td>
<td>342,620</td>
<td>9,000</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>403,132</strong></td>
<td><strong>436,471</strong></td>
<td><strong>770,920</strong></td>
<td><strong>1,500,000</strong></td>
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## Expenditures

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<thead>
<tr>
<th>Division</th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Proposed 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Division</td>
<td>57,225</td>
<td>60,725</td>
<td>118,590</td>
<td>459,750</td>
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<td>Maintenance Division</td>
<td>0</td>
<td>0</td>
<td>70,810</td>
<td>68,960</td>
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<tr>
<td>Parks Division</td>
<td>536,476</td>
<td>590,390</td>
<td>506,440</td>
<td>573,450</td>
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<tr>
<td>Splashzone Division</td>
<td>123,893</td>
<td>140,762</td>
<td>134,267</td>
<td>180,275</td>
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<tr>
<td>Outdoor Recreation Division</td>
<td>120,646</td>
<td>124,036</td>
<td>132,100</td>
<td>136,925</td>
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<td><strong>Total Expenditures</strong></td>
<td><strong>838,240</strong></td>
<td><strong>915,913</strong></td>
<td><strong>962,207</strong></td>
<td><strong>1,419,350</strong></td>
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</table>

## Excess of Revenues over Expenditures

|          | (435,108) | (479,442) | (191,287) | 80,650 |

## Fund Transfers

| To General Fund | 0 | 0 | (29,500) | (49,275) |
| From General Fund | 200,000 | 325,000 | 279,500 | 0 |

## Total Revenues over Expenditures

|          | (235,108) | (154,442) | 58,713 | 31,375 |

## Beginning Fund Balance (10/1)

|          | 389,550 | 154,442 | 0 | 58,713 |

## Ending Fund Balance (9/30)

|          | 154,442 | 0 | 58,713 | 90,088 |

### Footnotes

**Restricted Cash**

|          | - | - | 5,000 | 7,000 |

**Projected Unrestricted Cash**

|          | 0 | 0 | 53,713 | 83,088 |
STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
PARK LAND RESERVE FUND
City of Rolla
Fiscal Year 2015-2016

<table>
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<tr>
<th></th>
<th>Audit 2013</th>
<th>Audit 2014</th>
<th>Estimated 2015</th>
<th>Adopted 2016</th>
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<td>Other Income</td>
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<td></td>
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<tr>
<td></td>
<td>21,830</td>
<td>4,977</td>
<td>85</td>
<td>2,085</td>
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<td>21,830</td>
<td>4,977</td>
<td>85</td>
<td>2,085</td>
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<td><strong>EXPENDITURES</strong></td>
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<td>Miscellaneous</td>
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<td>0</td>
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<td>Capital Improvements</td>
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<td>(39,075)</td>
<td>4,977</td>
<td>85</td>
<td>2,085</td>
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<td><strong>FUND TRANSFERS</strong></td>
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<tr>
<td>To General Fund</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>TOTAL REVENUES OVER EXPENDITURES</strong></td>
<td>(39,075)</td>
<td>4,977</td>
<td>85</td>
<td>2,085</td>
</tr>
<tr>
<td>BEGINNING FUND BALANCE (10/1)</td>
<td>104,410</td>
<td>65,335</td>
<td>70,312</td>
<td>70,397</td>
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<td>ENDING FUND BALANCE (9/30)</td>
<td>65,335</td>
<td>70,312</td>
<td>70,397</td>
<td>72,482</td>
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# Materials Collected & Shipped

**From Recycling Center**
*(Based on Calendar Year)*

<table>
<thead>
<tr>
<th>Material</th>
<th>July 2015</th>
<th>June 2015</th>
<th>July 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>107.8 ton</td>
<td>131.2 ton</td>
<td>130.4 ton</td>
<td>858.2 ton</td>
<td>845.7 ton</td>
<td>1,516.0 ton</td>
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<tr>
<td>Newspaper</td>
<td>39.5 ton</td>
<td>60.5 ton</td>
<td>43.4 ton</td>
<td>293.6 ton</td>
<td>286.1 ton</td>
<td>422.4 ton</td>
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<tr>
<td>High Grade Paper</td>
<td>20.7 ton</td>
<td>20.0 ton</td>
<td>21.9 ton</td>
<td>188.1 ton</td>
<td>192.5 ton</td>
<td>341.6 ton</td>
</tr>
<tr>
<td>Aluminum</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>1.4 ton</td>
<td>5.1 ton</td>
<td>5.6 ton</td>
<td>10.7 ton</td>
</tr>
<tr>
<td>Tin/Steel Cans</td>
<td>4.7 ton</td>
<td>6.0 ton</td>
<td>4.6 ton</td>
<td>35.8 ton</td>
<td>38.4 ton</td>
<td>65.4 ton</td>
</tr>
<tr>
<td>Plastic</td>
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<td>11.0 ton</td>
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<td>79.3 ton</td>
<td>116.4 ton</td>
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<tr>
<td>Glass</td>
<td>17.7 ton</td>
<td>20.7 ton</td>
<td>23.7 ton</td>
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<td>129.1 ton</td>
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<td>Batteries</td>
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<td>0.0 ton</td>
<td>0.0 ton</td>
<td>1.6 ton</td>
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<td>0.4 ton</td>
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<tr>
<td>Electronic Waste</td>
<td>3.0 ton</td>
<td>0.0 ton</td>
<td>3.9 ton</td>
<td>20.7 ton</td>
<td>25.0 ton</td>
<td>40.8 ton</td>
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<tr>
<td>Household HW</td>
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<td>0.0 ton</td>
<td>0.0 ton</td>
<td>4.0 ton</td>
<td>1.7 ton</td>
<td>4.6 ton</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>195.1 ton</td>
<td>260.4 ton</td>
<td>240.3 ton</td>
<td>1,623.5 ton</td>
<td>1,603.8 ton</td>
<td>2,764.5 ton</td>
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## Services Provided

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<tr>
<th>Type of Service</th>
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<th>June 2015</th>
<th>July 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Pick-ups</td>
<td>85</td>
<td>146</td>
<td>112</td>
<td>587</td>
<td>590</td>
<td>963</td>
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<tr>
<td>Paper Shredding</td>
<td>19.5 hours</td>
<td>8.0 hours</td>
<td>19.0 hours</td>
<td>69.0 hours</td>
<td>73.0 hours</td>
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<td>Reported Trash Nuisances</td>
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<td>53</td>
<td>34</td>
<td>326</td>
<td>233</td>
<td>419</td>
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<td>Households Dropping Off</td>
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<td>87</td>
<td>74</td>
<td>503</td>
<td>480</td>
<td>840</td>
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<td>Hazardous Waste</td>
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## Disposal Tonnage

**(Sanitation Division)**

<table>
<thead>
<tr>
<th>Material</th>
<th>July 2015</th>
<th>June 2015</th>
<th>July 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse</td>
<td>1,367.4 ton</td>
<td>1,383.8 ton</td>
<td>1,458.8 ton</td>
<td>9,393.6 ton</td>
<td>9,957.1 ton</td>
<td>16,687.9 ton</td>
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<tr>
<td>Abandoned Vehicle</td>
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<td>Abandoned/Recovered Prop</td>
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<table>
<thead>
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<th>CFS</th>
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<td>Intoxicated Person</td>
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<td>Juvenile Complaint</td>
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<td>Keep the Peace/Standby</td>
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<td>Kidnapping</td>
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<td>Leave without Pay</td>
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<td>Malicious Mischief</td>
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Total 2976
July 2015

**Part I Crimes**

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### ANIMAL CONTROL MONTHLY TOTALS

#### July 2015

### ANIMALS IMPOUNDED

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<th>Feline</th>
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<th>Wildlife</th>
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<th>2014 YTD Total</th>
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<th>2014 YTD Total</th>
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### ADDITIONAL STATISTICS

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<td>93.33%</td>
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<td>Total Incinerator Hours</td>
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---

IV. **Co.**
MEMBERS AND OTHERS IN ATTENDANCE:

Everett Briggs, Public Works
Kathy Cochran, Com. Dev.
Ron Smith, Fire Dept.
Sylvester Furse, Archer-Elgin

John Petersen, Com. Dev.
David Forshee, Public Works
Brady Wilson, Environmental Serv.

The following item was discussed:

1. **Subdivision: Deer Crossing East III (Preliminary Subdivision Plat) (Renick):**
   Public Works requested minor revisions to the subdivision plat. The Community Development Department requested subdivision and plat filing fees.

2. **Easement Vacation for Lots 5 and 6 of Cedar Trail PUD:** There were no questions or concerns regarding the vacation

3. **Subdivision: Arkansas Plaza:** It was determined that no parkland fees will be required since this is a Resubdivision. Minor corrections were suggested for the subdivision plat.
The following item was discussed:

1. **Family Entertainment and Recreation Complex (FERC) to be known as Hwy 72 Event Center:** Discussion opened with the zoning of the area required to be a C-2. Further discussion covered Maximum Occupancy of building; Parking Lot requirements to accommodate 100 spaces, to meet Noise Ordinance from 11:00 p.m. to 7:00 a.m. and Hours of Operation week days until 11:00 p.m. and weekends Friday and Saturday nights until 12:00 midnight. This facility will need to meet the requirements of the City to obtain a Liquor License.
   a. Charlotte Barrack owner of facility gave the Committee an overview of the business future plans. Main events examples are: Wedding Receptions, Home Expo and Company Christmas Parties, etc. Strictly event driven.
   b. Ken Kwantes had concerns about the fence that runs along the property on North side. Questioned if fence was intact and no boards missing. Felt the important of this in the community so no one parks on side streets.
   c. Ron Smith (Fire Dept) had concerns about sprinkler system with the whole building in the winter not being heated. Would require an inspection to determine if wet or dry system.

2. **Re-Subdivision: Happy Jack:** Final Plat review of Lot 17 in Oak Knoll Estates and a part of the Northeast Quarter of the Southeast Quarter of Section 14: Township 37. Owner: Jack Frost Properties LLC 1077 Thompson Drive, Rolla, Missouri 65401.
a. Property consists of a large vacant tract located at 911 Rolla Street south of Lariat Lane to the north. The committee discussed rezoning may be required since it is currently R-R District. Front lot will fall under the “Flag Lot”. Back Lot will then have the frontage that it needs.

b. Committee had concerns about these lots being added together and the accessibility for further development and utility company including Fire Department equipment reaching location. Mr. Lortz proposed the concern about tying in sewer line and the possibility of grinder pumps upon development. Important to check what Easement exist and cost.

c. Everett Briggs explained that lot 17 will no longer exist, it will be part of 3. Lots 1, 2 and 3 will then reside.

d. Mr. Lortz advised that Mr. Frost intent is to sell said lots.

e. Mr. Lortz will meet with Mr. Frost about proceeding and that all requirements are met.

f. Final Plat will be reviewed by the Planning and Zoning Commission on Sept 8, 2015 for recommendation to City Council. Mr. Frost must meet the requirements from Rolla Municipal Utilities and Public Works Department which include improvements, storm water management, easement dedication and park land dedication (or fee-in-lieu) shall be satisfied before said date.
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY AUGUST, 11 2015, 5:30 P.M.

Presiding: Paul Stigall, Chairperson

Commission Members Present: Steve Shields, Russell Schmidt, Robert Anderson, Monte Shields and Janice Martin

Commission Members Absent: Matt Miller, Don Brown and Jack Morris

City Officials in Attendance: Community Development Director John Petersen, Assistant Planner, Kathy Cochran and Roben Griggs.

Chairperson Stigall called the meeting to order at 5:30 p.m.

Kathy Cochran, who will be retiring, was recognized and presented a certificate of appreciation for 20 years of service to the City of Rolla.

I. APPROVAL OF MINUTES
The July 14, 2015 minutes were approved.

II. REPORT ON CITY COUNCIL ACTIONS
Mr. Petersen reported on the actions from the July 20, 2015 City Council Meeting.

III. PUBLIC HEARINGS
None

IV. OLD BUSINESS
A Approve the final subdivision plat of Deer Crossing East III (Renick).
Mr. Petersen presented the final subdivision plat of Deer Crossing East III. The property is located South of Winchester Drive, East of Southview Drive and to the North of Green Aces Park. There are 77.1 acres in the subdivision. Lots 3 through 13 consist of 7.2 acres and Lot 14 is 69.35 acres. Lot 15 will be dedicated to the City as cash-in-lieu of Parkland to approve accessibility for the existing biking/hiking plat. The Development Review Committee met on June 30th and reviewed the plat. Subdivision fees were requested along with easements for the plat. To date, all fees associated with the plat have been met. The Staff recommendation is that the City Council approve the subdivision plat.

IV. E. I.
After a brief discussion among the Planning and Zoning Commission Members, a motion was made.

A motion was made by Schmidt, seconded by Monte Shields to recommend that the City Council approve the plat of Deer Crossing East III. The motion was unanimously approved.

V. NEW BUSINESS
A Approve the final plat of Arkansas Plaza (Zhenhong Lin).

Mr. Petersen presented the proposed final subdivision plat of Arkansas Plaza. Mr. Petersen stated that the reason for the subdivision was to realign the lots so that multi-family units may be constructed on the property. The zoning for the tract is R-3 zoning. The plat was reviewed by the Development Review Committee and suggested corrections to the plat. To date all subdivision fees have been paid. The Staff recommendation is to forward the subdivision plat to the City Council for their approval.

A motion was made by Monte Shields, seconded by Steven Shields to recommend that the City Council approve the plat of Arkansas Plaza. The motion was unanimously approved.

VI. REPORT FROM CHAIRPERSON, COMMITTEES OR STAFF
None

VII. OTHER BUSINESS – CITIZENS COMMENTS
None

Meeting adjourned at 5:45 P.M.
Minutes prepared by Kathy Cochran, Assistant Planner
BANK NAME: First Community National Bank - Rolla
BANK ACCOUNT NUMBER: 0299537

OTHER GENERAL LEDGER ACCOUNTS

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<td>5016 CVC Surcharge State</td>
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TOTAL OTHER GENERAL LEDGER ACCOUNTS 18,643.00

NOTE
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

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NOTE
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*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.*

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Totals: 8,102.00 8,102.00 42,253.68 42,253.68 27,168.84 27,168.84

No exceptions noted

*Information Displayed Per User Security Authorization*
*Confidential - For Court Use Only*
**BANK NAME:** First Community National Bank - Rolla  
**BANK ACCOUNT NUMBER:** 0299537

### OTHER GENERAL LEDGER ACCOUNTS

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<td>5010 Board Bill-DFT</td>
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**TOTAL OTHER GENERAL LEDGER ACCOUNTS**  
21,416.84

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**NOTE**  
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.*

*Confidential - For Court Use Only*
Enhanced Enterprise Zone Annual Meeting Minutes

July 29, 2015

Members Attending: Keith Strassner (Chairman), Doug Cresswell, Ted Day, Larry Stratman

Members Excused/Absent: Bill Marshall, Jane Haskell, Don Morris

Others in Attendance: Com Dev Director John Petersen, City Administrator John Butz, RREC Executive Director Cyndra Lorey

The Rolla Enhanced Enterprise Zone Board met at 4 pm on Wednesday, July 29th to conduct the Annual Meeting. The meeting was called to order by Chairman Strassner. The first order of business was a review of the 2015 Annual EEZ Activity Report prepared by John Petersen. Following an update of contact information the Report was approved with Doug Cresswell making the motion and seconded by Ted Day. The report indicates that while there were no tax abatements provided in the EEZ City Finance records indicate 11 new businesses registered in the City of Rolla (1,496 total) providing an estimate 60 new jobs. Real property investment was reported to have increased $12 million from July 2014 – June 2015.

The second order of business was a brief update on economic activity from RREC Exec Director Cyndra Lorey. Cyndra reviewed the “Prospect and Project Activity Report – 2015” recently presented to the RREC board. Cyndra noted that there have been less inquiries/leads coming out of the MO Partnership – the key recruiting arm of MO DED.

The Board had general discussion on warehousing, manufacturing and retail opportunities including an update on HyPoint West, the Airport and Rolla West.

There being no further business the meeting was adjourned at 5:15 pm.
CITY OF ROLLA
CITY COUNCIL AGENDA

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

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

BUDGET APPROPRIATION: $108,000 (City-$10,800) DATE: Sept. 8, 2015

COMMENTARY:

Attached is the Aviation Project Consultant Agreement between the City and Jviation for $108,000, which covers design, bidding, construction observation, and compliance for a new terminal (office) building at RNA. 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 this month or we forfeit those funds. The Airport Advisory Committee reviewed this project and fully endorsed same due to the deteriorating condition of the existing (1940’s vintage) frame terminal building.

Recommendation: Final 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 8th DAY OF SEPTEMBER 2015.

APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR

\[\text{Initial} \ A.2.\]
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 databases, 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>
<thead>
<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):

<table>
<thead>
<tr>
<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>
</tr>
</tbody>
</table>

(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 $107,750.80, 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.

[Signature]

Rev. 01/01/11
4. The additions to productive salaries for Items 9(¢) 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 completed 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
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.

Jviation, Inc.
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 150/5370-21, “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 150/5370-21 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 resubmittal 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, CAD/D 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 (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 subconsultant 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 DBI 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 contraction 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):

V. A. 20.

Aviation, Inc. 7 of 9

Aviation Project No. YIII 15.01
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.
Rolla National Airport
Construct New Terminal Building
June 15, 2015

- 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.
## EXHIBIT IV

**DERIVATION OF CONSULTANT PROJECT COSTS**

ROLLA NATIONAL AIRPORT  
ROLLA, MISSOURI

**DESIGN/BIDDING SERVICES**  
June 15, 2015

### 1 DIRECT SALARY COSTS:

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Total Direct Salary Costs = $6,103.00

### 2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 147.20 % = $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

Subtotal $20,156.99 Lump Sum Fee

### 5 OUT-OF-POCKET EXPENSES:

- Mileage: 770 Miles @ $0.575 / Mile = $442.75
- Meals (per diem): 0 Days @ $45.00 / Day = $0.00
- Lodging (per diem): 0 Nights @ $83.00 / Night = $0.00
- Auto Rental: 0 Days @ $50.00 / Day = $0.00
- Airline/Travel: 0 Trips @ $500.00 / Trip = $0.00
- Computer: 0 Hours @ $0.00 / Hour = $0.00
- Misc. (materials/supplies/shipping/lodging taxes/etc.): = $210.00

Total Out-of-Pocket Expenses = $652.75 Not to Exceed

### 6 SUBCONTRACT COSTS:

- Integrity Engineering, Inc.: (structural, MEP, etc.) = $36,500.00
- Name of firm: type of work = $0.00
- Name of firm: type of work = $0.00

= $36,500.00 Lump Sum

### 7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $57,309.74 Lump Sum
EXHIBIT C

DERIVATION OF CONSULTANT PROJECT COSTS

Rolla National Airport
VICHY, MISSOURI

DESIGN/BIDDING WIGEOTECH SERVICES
June 30, 2015

1 DIRECT SALARY COSTS:

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<td>Senior Designer</td>
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<td>Designer/drafter</td>
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<tr>
<td>Admin assistant</td>
<td>10</td>
<td>14.00</td>
<td>140.00</td>
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</table>

Total Direct Salary Costs = $12,583.25

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 150% = $18,497.36

3 SUBTOTAL:

Items 1 and 2 = $31,080.63

4 PROFIT:

14% of Item 3 Subtotal* = $4,351.29

*Note: 0-15% Typical

Subtotal $35,431.92 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage 200 Miles @ $0.58 / Mile = $117.88
b. Meals 9 Days @ $0.00 / Day = $0.00
c. Materiel 9 Nights @ $0.00 / Night = $0.00
d. Plots & prints 300 Prints @ $3.00 / each = $900.00
e. Materials and Supplies = $0.00

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

6 SUBCONTRACT COSTS:

a. Name of firm: Type of work = $0.00
b. Name of firm: Type of work = $0.00
c. Name of firm: Type of work = $0.00

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:

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<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
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<tr>
<td>Secretary</td>
<td>26</td>
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Total Direct Salary Costs = $9,736.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 197.20% = $18,225.79

3 SUBTOTAL:

  Items 1 and 2 = $27,961.79

4 PROFIT:

  15% of Item 3 Subtotal = $4,194.27

  Subtotal = $32,156.06 Not to Exceed

5 OUT-OF-POCKET EXPENSES:

  a. Mileage 2200 Miles @ $0.58/Mile = $1,265.00
  b. Meals 0 Days @ $0.00/Day = $0.00
  c. Motel 0 Nights @ $0.00/Night = $0.00
  d. Computer 0 Hours @ $0.00/Hour = $0.00
  e. Misc. (Materials, Supplies, Shipping, etc...) = $80.00

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

6 SUBCONTRACT COSTS:

  a. Integrity Engineering (part-time inspection) = $17,000.00
  b. Name of firm: type of work = $0.00
  c. Name of firm: type of work = $0.00

  = $17,000.00 Not to Exceed

7 MAXIMUM TOTAL FEE:

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

Exhibit IV - 1

V A 25
EXHIBIT C

DERIVATION OF CONSULTANT PROJECT COSTS

Rolla National Airport  
VICHY, MISSOURI

| Construction Phase Services  
June 30, 2015

1 DIRECT SALARY COSTS:

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<tr>
<th>TITLE</th>
<th>HOURS</th>
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Total Direct Salary Costs = $5,855.25

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 14.33% % = $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

5 OUT-OF-POCKET EXPENSES:

Subtotal $16,487.21 Lump Sum Fee

6 SUBCONTRACT COSTS:

a. Name of firm: type of work = $0.00
b. Name of firm: type of work = $0.00
c. 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

V. A. 26.
### PART A - BASIC SERVICES

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#### Direct Operating Costs

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### Operating Expenses

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### Miscellaneous Expenses

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### Marketing Expenses

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### Training and Supplies

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### TOTAL PART A - BASIC SERVICES

$26,755.75
### PART B - SPECIAL SERVICES

<table>
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<th>Item No</th>
<th>Principal Engineer</th>
<th>Project Manager</th>
<th>Project Eng/ Alderman</th>
<th>Associate Engineer</th>
<th>Electrical Engineer</th>
<th>Direction/ Superintendent</th>
<th>Clinical</th>
<th>Total Items</th>
<th>Qty</th>
<th>Cts/ Unit</th>
<th>Cost</th>
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**Total for Special Services**

**Total for Special Services:** $13,618.89

---

**TOTAL PART B - SPECIAL SERVICES:** $13,618.89
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

   As Required

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
CITY OF ROLLA
CITY COUNCIL AGENDA

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

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

BUDGET APPROPRIATION: $113,546 DATE: Sept 8, 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.

The Grant Agreement has been revised by MoDOT to increase the grant award from $97,011 to $113,546 and the City's matching funds from $10,779 to $12,616 (90/10 grant) towards eligible costs of terminal building design, bid process and construction observation services.

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

Recommendation: Final reading of ordinance.

ITEM NO.  \( \checkmark \).
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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 8th DAY OF SEPTEMBER 2015.

APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR

V. B. 2.
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

- 1 -
SECTION III - PLANNING

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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 One Hundred Thirteen Thousand Five Hundred Forty-Six Dollars ($113,546) 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 ($12,779).

(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.
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
e-mail: 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

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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, aviation 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 aviation 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, schools, 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 ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

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

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

\[ \sqrt{. \ . \ . \ 19} \]
(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

By ____________________

Title ____________________

Attest:

__________________________
Secretary to the Commission

Approved as to Form:

__________________________
Commission Counsel

CITY OF ROLLA

By ____________________

Title ____________________

Attest:

By ____________________

Title ____________________

Ordinance No. ______________
(if applicable)

V. B. 23.
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 ____________________________
MEMORANDUM

TO: Planning & Zoning Commission Members
FROM: John Petersen, Community Development Director
DATE: September 8, 2015
SUBJECT: Final Plat review of Happy Jack’s Subdivision, a re-subdivision of Lot 17 in Oak Knoll Estates and part of the Northeast Quarter of the Southwest Quarter of Section 14 Rolla, Missouri. (Frost)

GENERAL INFORMATION

CASE #: 8-11-15

OWNER: Jack Frost Properties LLC, 10777 Thompson Drive, Rolla, Missouri, 65401.

LEGAL DESCRIPTION: The following legal description applies to this re-plat of Lot 17 in Oak Knoll Estates Addition being a part of the northeast quarter of the southwest quarter of Section 14, Township 37, consisting of Lot 1 (.50 acre), Lot 2 (.65 acre) and Lot 3 (1.70 acre) Happy Jack’s subdivision in Rolla, Missouri, comprising a total 2.85 acres, prepared by and signed by Lortz Surveying LLC. Dated July 2015.

LOCATION: Happy Jack’s Subdivision is a largely vacant tract consisting of single residential housing unit located in the heart of Rolla situated at 911 Rolla Street south of Lariat Lane to the north. The property is surrounded by single-family detached dwelling units and vacant private property. The Phelps County account number is 10813 which also further defines the location of the subject property.

ZONING/Lot: The subject property is zoned R-R (Rural Residential District) which requires individual lots to be at least 40,000 sq. ft. in area before development may occur. Rezoning may be required in this instance using the “Flag Lot”.

PUBLIC COMMENT/ISSUES: The Development Review Committee will meet on August 25, 2015 to review the subdivision plat. All the proposed changes have been made as requested by the Public Works Department and the Rolla Municipal Utilities. All fees will be paid before the Final plat is submitted to City Council. All required public improvements, storm water management, easement dedication and park land dedication (or fee- in- lieu) shall be satisfied.

CITY ACTION: The Planning and Zoning Commission will review the final plat on September 8, 2015 and will make a recommendation to the City Council following the review of the Final Plat.

STAFF RECOMMENDATION: Staff recommends that the Planning and Zoning Commission recommend approval of the subdivision plat to the City Council.
ORDINANCE NO. ____________

AN ORDINANCE APPROVING THE FINAL PLAT OF HAPPY JACK’S SUBDIVISION, LOT 17 IN OAK KNOLL ESTATES AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 8 WEST (FROST).

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

SECTION 1: That the re-plat of Oak Knoll Estates being a minor subdivision in Rolla, Missouri, having been reviewed by the Planning and Zoning Commission and approved the City Council.

SECTION 2: That the following legal description applies to this re-plat of Lot 17 in Oak Knoll Estates Addition and Lots 1 through 3 of the Happy Jack’s Subdivision, being a part of the northeast quarter of the southeast quarter of Section 14, Township 37 North, Range 8 West prepared by Lortz Surveying LLC., dated July 2015.

SECTION 3: 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 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 8th DAY OF SEPTEMBER 2015.

APPROVED:

_______________________
Mayor

ATTEST:

_______________________
City Clerk

APPROVED AS TO FORM:

_______________________
City Counselor

VI. A.2.
August 31, 2015

Development Review Committee  
Attn: John Peterson, Community Development  
P.O. Box 979  
Rolla, MO 65402

Dear Mr. Peterson,

On August 25, 2015, the Development Review Committee met to review the Happy Jack’s Subdivision. During the meeting, we discussed a setback issue with the possible location of a single family dwelling on the proposed Lot 2.

After reviewing International Fire Codes 2000, Sections 502 & 503 the following rule applies:

503.1.1  
"Approved fire apparatus access road shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall extend to within 150 feet of all portions of the facility or any portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility."

The lot depth and potential construction area exceeds the 150 foot distance requirement for fire apparatus road access if measured from Rolla Street.

As discussed, we request the following condition be placed into the plat and/or Ordinance: “A fire apparatus access road must be provided per International Fire Code 2000 Section 502 and 503 for Lot 2 of the Happy Jack’s Subdivision.”

Sincerely,

Ronald E. Smith  
Assistant Fire Chief

VI 4.5.
DEPARTMENT: Steffanie D. Rogers  
Finance Director  

ACTION REQUESTED: Motion  

DATE: September 8, 2015  

BUDGET APPROPRIATION: $0.00  

SUBJECT: A Motion to Authorize Destruction of Certain Records  

COMMENTARY: Chapter 109 of the Revised Statutes of Missouri outlines the prescribed procedure for the destruction of older City records. According to this chapter, a recorded vote by the Council to approve destruction of records is required. Below is a listing of the records, which is being proposed for elimination.

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>CONTENTS</th>
<th>DESTROY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002 – 2003</td>
<td>Case Files (microfilmed)</td>
<td>2015</td>
</tr>
<tr>
<td>July 10 – Feb 12</td>
<td>Police Hiring Processes</td>
<td>2015</td>
</tr>
</tbody>
</table>

Recommendation: Consider a motion to authorize the destruction of the above-listed records.
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinances 1st Readings

ITEM/SUBJECT: STP PROJECTS

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 09/08/2015

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

COMMENTARY:

At previous meetings, the City Council passed ORDINANCE 4189 for STP-5200 (916) Installing Pavement Markings at Various Locations Throughout City and ORDINANCE 4195 for STP-5200 (914) Replacement of High Pressure Sodium (HPS) Bulb with Light Emitting Diode (LED) Bulbs at Various Locations Throughout City within a twelve month period.

Both of these projects have hit snags and staff is requesting that both ordinances be repealed.

STP-5200 (916) for the pavement marks did not receive approval from Federal Highway.

STP-5200 (914) for LED replacement funding required extensive engineering on our part to receive the okay to proceed with federal funds.

We are recommending that both of these projects be done entirely with City funds and look for future funding opportunities for our STP Entitlement Funding.

Staff recommends repealing the ordinances.
ORDINANCE NO. __________________

AN ORDINANCE REPEALING ORDINANCE NO. 4189, WHICH AUTHORIZED THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN STP-URBAN PROGRAM AGREEMENT FOR PROJECT STP-5200(916) WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That Ordinance No. 4189, which authorized the Mayor to execute on behalf of the City of Rolla, Missouri, a certain STP-Urban Program Agreement for Project STP-5200(916), with the Missouri Highways and Transportation Commission, is hereby repealed.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 8th DAY OF SEPTEMBER 2015.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
ORDINANCE NO. ___________

AN ORDINANCE REPEALING ORDINANCE NO. 4195, WHICH AUTHORIZED THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN STP-URBAN PROGRAM AGREEMENT FOR PROJECT STP-5200(914) WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That Ordinance No. 4195, which authorized the Mayor to execute on behalf of the City of Rolla, Missouri, a certain STP-Urban Program Agreement for Project STP-5200(914), with the Missouri Highways and Transportation Commission, is hereby repealed.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 8th DAY OF SEPTEMBER 2015.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

VI. L.3.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator  ACTION REQUESTED: First/Final Readings

ITEM/SUBJECT: MoDOT Grant Amendment for Airport Entrance Road and T-Hangar Apron

BUDGET APPROPRIATION: $9,878 Revenue

DATE: Sept. 8, 2015

COMMENTARY:

The City entered into a grant agreement with MoDOT to repave the Airport entrance road, parking lot and apron area in March 2014 and the work was completed that summer (total project cost of $231,109). The paving work came in a bit higher than budgeted due to some soft spots around the hangar, but was approved by MoDOT for completion. This agreement reimburses the City for the additional cost at 93%. This amendment will close out our 2011 and 2012 entitlement funds but does need to be finalized this month.

Staff is requesting a first and final reading of the attached ordinance.
ORDINANCE NO.________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AMENDMENT #1 TO A CERTAIN STATE BLOCK GRANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, PROJECT NO. 12-056A-1B, AIRPORT IMPROVEMENT PROGRAM.

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 Amendment #1 to a State Block Grant agreement between the City of Rolla, Missouri, and the Missouri Highways and Transportation Commission, Project No. 12-156A-1B, Airport Improvement Program, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 8th DAY OF SEPTEMBER 2015.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

\[\text{Signature}\]
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT

AMENDMENT #1

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on March 6, 2014, and executed by the Commission on March 26, 2014, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Two Hundred Thirty-One Thousand One Hundred Nine Dollars ($231,109) to the Sponsor to assist with Rehab Entrance Road and T-Hangar Apron Area; Reconstruct Parking Lot Area; and

WHEREAS, the Commission previously approved funds for Rehab Entrance Road and T-Hangar Apron Area; Reconstruct Parking Lot Area; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Rehab Entrance Road and T-Hangar Apron Area; Reconstruct Parking Lot Area.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Rehab Entrance Road and T-Hangar Apron Area; Reconstruct Parking Lot Area.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Nine Thousand Eight Hundred Seventy-Eight Dollars ($9,878) for Rehab Entrance Road and T-Hangar Apron Area; Reconstruct Parking Lot Area subject to the following conditions:

(A) The Original Agreement was funded with One Hundred Forty-Nine Thousand Nine Hundred Thirty Dollars ($149,930) at ninety-five percent (95%) of
eligible project costs and Eighty-One Thousand One Hundred Seventy-Nine Dollars ($81,179) at ninety percent (90%) of eligible project costs. However, due to underruns on Project 12-056A-1, the funding used to cover eligible project costs changed to Two Hundred Four Thousand Five Hundred Thirty-Three Dollars ($204,533) at ninety-five percent (95%) of eligible project costs and Thirty-Six Thousand Four Hundred Fifty-Four Dollars ($36,454) at ninety percent of eligible project costs.

(B) The Original Agreement included a total of Sixteen Thousand Nine Hundred Twelve Dollars ($16,912) in local matching funds, which represents Seven Thousand Eight Hundred Ninety-One Dollars ($7,891) at five percent (5%) of eligible project costs and Nine Thousand Twenty-One Dollars ($9,021) at ten percent (10%) of eligible project costs. However, due to underruns on Project 12-056A-1, the amount of local match required changed to Fourteen Thousand Eight Hundred Sixteen Dollars ($14,816), which represents Ten Thousand Seven Hundred Sixty-Four Dollars ($10,764) at five percent (5%) of eligible project costs and Four Thousand Fifty-Two Dollars ($4,052) at ten percent (10%) of eligible project costs.

(C) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(D) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before September 30, 2015, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of December 31, 2014 will be extended to December 31, 2015, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

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

Executed by the Sponsor this ___ day of _____________, 20___.

Executed by the Commission this ___ day of _____________, 20___.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Title ____________________________

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF ROLLA

By ____________________________

Title ____________________________

By ____________________________

Title ____________________________

Approved as to Form:

Title ____________________________

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 that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF ROLLA

________________________________________________________________________
Name of Sponsor's Attorney (typed)

________________________________________________________________________
Signature of Sponsor's Attorney

Date ___________________________
COMMENTARY: Most local governments along with County, State and banking institutions enjoy the Columbus Day Holiday scheduled for Monday, October 12th this year. The City of Rolla does not officially celebrate the holiday though it is traditionally a very slow workday as most folks presume offices are closed. Council granted the holiday last year, and we discussed making it a permanent holiday in our personnel manual. We have not completed a final review of those rules so the question has again surfaced.

Officially, City employees enjoy 10 full holidays, one personal day, and a ½ day on Christmas Eve (on most years). There are 12 State holidays including Washington’s Birthday, Truman Day, and Columbus Day, but not including the day after Thanksgiving.

The City Employee Advisory Committee (EAC) revisited the issue and again requests Council’s/Administration’s consideration for same. In addition to a day off affecting productivity, we compensate public safety officers who do not enjoy the benefits of the holiday.

Recommendation: Motion to grant the Columbus Day Holiday on Monday, October 12th
The City of Rolla Fire & Rescue opened bids on September 1, 2015 for extrication equipment. We asked bidders to include the base extrication equipment, with the optional items bid separately based on the budget allowance. The department received two bids.

<table>
<thead>
<tr>
<th>Bid Description</th>
<th>Fire Master</th>
<th>Jon's Fire Apparatus</th>
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<tbody>
<tr>
<td>Two (2) Sets Extircation Equip.</td>
<td>$36,313.96</td>
<td>$36,535.00</td>
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<tr>
<td>Option #1</td>
<td>$2,104.95</td>
<td>$2,640.00</td>
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<tr>
<td>Option #2</td>
<td>$2,679.85</td>
<td>$2,795.00</td>
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<tr>
<td><strong>Bid Total</strong></td>
<td><strong>$41,298.76</strong></td>
<td><strong>$41,970.00</strong></td>
</tr>
</tbody>
</table>

This purchase will provide two completed sets of extrication equipment which will be placed into service on both front line fire apparatus. In addition, Option #1 will provide a hydraulic confined space cutter and Option #2 will provide a hydraulic confined space spreader. See attached documentation.

Due to ongoing maintenance issues and parts no longer readily available for these units, the purchase will replace two sets of existing extrication equipment. The average life expectancy of this equipment is 15 years. Set #1 was purchased in 1997. Set #2 was purchased in 1998. We plan to sell the existing equipment on GovDeals.

The Fire Department recommends the City Council accept the total bid from Fire Master with both options for a purchase price of $41,298.76.
Features: This pump features two tool connections and two tool simultaneous use.
The Mach III Outlaw has two separate pumping circuits that operate independently. The Mach III Outlaw has our patented Overdrive feature. This feature allows one tool to be used at twice the speed by combining the flow from both pump circuits into one, giving that tool more power to cut or spread.

<table>
<thead>
<tr>
<th>Engine Type</th>
<th>ART.593.338.2</th>
<th>ART.593.338.2E</th>
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</thead>
<tbody>
<tr>
<td>Engine HP</td>
<td>5.5 HP</td>
<td>ELECTRIC (220V)</td>
</tr>
<tr>
<td>Length (in/mm)</td>
<td>20/508</td>
<td>20/508</td>
</tr>
<tr>
<td>Width (in/mm)</td>
<td>15/381</td>
<td>12/305</td>
</tr>
<tr>
<td>Depth (in/mm)</td>
<td>19.5/495</td>
<td>20/508</td>
</tr>
<tr>
<td>Weight (lbs/kg)</td>
<td>70/31.8</td>
<td>96/43.5 with Fluid</td>
</tr>
<tr>
<td>NFPA Compliant</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>No Load Amperage</td>
<td>NA</td>
<td>10.5</td>
</tr>
<tr>
<td>Full Load Amperage</td>
<td>NA</td>
<td>18.5</td>
</tr>
<tr>
<td>Shipping Weight (lbs/kg)</td>
<td>82/35.8</td>
<td>106/48</td>
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<tr>
<td>Box Size (R3/M3)</td>
<td>6.25/.177</td>
<td>6.25/.177</td>
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<tr>
<td>Box Dimensions (in/mm)</td>
<td>24 x 18 x 25</td>
<td>24 x 18 x 25</td>
</tr>
<tr>
<td></td>
<td>610 x 457 x 635</td>
<td>610 x 457 x 635</td>
</tr>
</tbody>
</table>

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GENESIS
RESCUE SYSTEMS

C 236 CUTTER

SPECIFICATIONS:

LENGTH (In/mm): 33/838
WIDTH (In/mm): 10.4/265
DEPTH (In/mm): 9.3/236
WEIGHT (lbs/kg): 43.9/19.9
BLADE OPENING (In/mm): 8.0/204
OPERATING PRESSURE (psi/bar): 10,500/720
MAX CUTTING FORCE (lbf/KN): 236,250/1050
NFPA COMPLIANT: YES
SHIPPING WT (lbs/kg): 45/20.4
BOX SIZE (ft³/m³): 2.16/0.061
BOX DIMENSIONS (In/mm): 36x11.5x9/914x292x229

ART. 593.585.7

1936 NFPA
ISO 9001
TUV

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VII. A. 3.
GENESIS
RESCUE SYSTEMS

S 49XL SPREADER

SPECIFICATIONS:
LENGTH (in/mm): 33.5/851
WIDTH (in/mm): 9.7/245
DEPTH (in/mm): 8.2/208
WEIGHT (lbs/kg): 45.2/20.5
SPREADING DISTANCE (in/mm): 28/710
OPERATING PRESSURE (psi/bar): 10,500/720
MAX SPREADING FORCE (lbf/kN): 74,115/329.4
MAX PULLING FORCE (lbf/kN): 10,935/48.6
NFPA COMPLIANT: YES
NFPA 1936 LSF (lbf/kN): 11,250/50
NFPA 1936 HSF (lbf/kN): 13,455/59.8
NFPA 1936 LPF (lbf/kN): 8,887/39.5
NFPA 1936 HPF (lbf/kN): 10,935/48.6
SHIPPING WT (lbs/kg): 50.6/22.9
BOX SIZE (ft³/m³): 4.67/0.132
BOX DIMENSIONS (in/mm): 42x16x12/
1067x406x305

ART. 593.363.3

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GENESIS
RESCUE SYSTEMS

ALL 9 CUTTER

SPECIFICATIONS:

LENGTH (in/mm): 33.7/855
WIDTH (in/mm): 10.8/273
DEPTH (in/mm): 9.2/234
WEIGHT (lbs/kg): 48.3/21.9
BLADE OPENING (in/mm): 7.1/180
OPERATING PRESSURE (psi/bar): 10,500/720
MAX CUTTING FORCE (lbf/kN): 369,000/1640
NFPA COMPLIANT: YES
SHIPPING WT (lbs/kg): 56/25.4
BOX SIZE (ft³/m³): 2.16/0.061
BOX DIMENSIONS (in/mm): 36x11.5x9
  914x292x229

1936 NFPA
ISO 9001
TUV

ART.593.535.0

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Vil. A.S.
# C30 Mini Cutter

**SPECIFICATIONS:**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
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<td>LENGTH (in/mm):</td>
<td>11/280</td>
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<tr>
<td>WIDTH (in/mm):</td>
<td>2.5/64</td>
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<tr>
<td>DEPTH (in/mm):</td>
<td>6.5/165</td>
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<tr>
<td>WEIGHT (lbs/kg):</td>
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<td>BLADE OPENING (in/mm):</td>
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<tr>
<td>OPERATING PRESSURE (psi/bar):</td>
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<tr>
<td>MAX CUTTING FORCE (lbf/KN):</td>
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<tr>
<td>NFPA 1936 LEVEL RATING:</td>
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<tr>
<td>NFPA COMPLIANT:</td>
<td>No</td>
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<tr>
<td>SHIPPING WT (lbs/kg):</td>
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<tr>
<td>BOX SIZE (ft³/m³):</td>
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<tr>
<td>BOX DIMENSIONS (in/mm):</td>
<td>21 x 12 x 4.75</td>
</tr>
<tr>
<td></td>
<td>533 x 305 x 121</td>
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</tbody>
</table>

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S 20 Wedge Spreader
ART.182.286.1

Length (in/mm) 24.0/609
Width (in/mm) 5.9/150
Depth (in/mm) 7.5/191
Weight (lbs/kgs) 20.5/9.3
Spreading Distance (in/mm) 2.4/61
Spreading Force Up To (lbs/kN) 55,800/248
Max. Operating Pressure (psi/bar) 10,500/720
NFPA Compliant Yes
Shipping Weight (lbs/kgs) 25/11.3
Box Size (ft³/M³) 2.16/.061
Box Dimensions (in/mm) 36 x 11.5 x 9
914 x 292 x 229

Features: Constructed of high strength, aircraft grade, aluminum alloy forgings with a wear resistant anodized finish. The S20 Wedge spreader can be inserted into the smallest gaps, only 1/8"/3 mm. The S20 Wedge spreader has a variable speed, “deadman” control with load holding capability and over-pressurization relief. NFPA 1936 Compliant.