Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Tuesday, February 16, 2016
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman John Meusch

I. PUBLIC HEARINGS
   A) Ordinance Approving a Conditional Use Permit for the Operation of a Nursing Home Facility in an R-1 (Single Family District) Zoned Area at 1000 Lions Club Drive (Clearpath) - (Community Development Director John Petersen) – First Reading

II. SPECIAL PRESENTATIONS
   A) Rolla Municipal Utilities (RMU) FY 2016 First Quarter Report – (RMU General Manager Rodney Bourne)

III. OLD BUSINESS
   A) Ordinance Repealing Sections 31-23 Through 31-35 of the Rolla City Code and Enacting New Sections In Lieu Thereof Pertaining to the Parks and Recreation Advisory Board – (City Administrator John Butz) – Final Reading

IV. NEW BUSINESS
   A) Ordinance Authorizing Traffic Safety Grant Application – (Police Chief Sean Fagan) – First Reading

   B) Ordinance Authorizing the Mayor to Execute an Airport Aid Agreement with MoDOT – (City Administrator John Butz) – First Reading

   C) Ordinance Authorizing the Mayor to Execute a State Aviation Trust Fund Project Consultant Agreement with Jvation, Inc. – (City Administrator John Butz) – First Reading

   D) Request by McCutchen Apartments (Seniors’ Housing) for MHDC Tax Credits – (City Administrator John Butz) – Motion
V. CLAIMS and/or FISCAL TRANSACTIONS
   None.

VI. MAYOR/CITY COUNCIL COMMENTS

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
   Pursuant to RSMo. 610.021, the Rolla City Council will discuss the following in Closed
   Session: None.

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED:
Public Hearing/First Reading

ITEM/SUBJECT: Request to approve a Conditional Use Permit (CUP) required for the establishment of a Nursing Home Facility in an R-1 (Single Family District) zone located at 1000 East Lion’s Club Drive.

DATE: 2-16-2016

GENERAL INFORMATION

CASE #: 1-2-15

Applicant(s): Rolla, Missouri Assisted Living Property investment, LLC and Clearpath Senior Holdings LLC 337 West Lockwood Avenue, Suite 500, St Louis Mo 63119, Phone number: 314-918-9600. The CUP application is based on real property tax assessment records and the signed application for the CUP Real Estate form.

Status of Applicant: The applicant (buyer), Mr. Jim Eiesenhart, Principal with Rolla, Missouri Assisted Living Property Investment, LLC with a signed Real Estate Option Agreement to purchase said Real Estate (see Exhibit B Legal Description of the subject property) from Ms. Carolyn Holt (seller) contingent upon the successfully completion of the components of the Real Estate Option Agreement.

Current Zoning/Use: The subject property is zoned R-1 (Single Family District) zoning. The property is undeveloped. Under the Rolla City Code, Chapter 42, Article III Zoning, Division 16, “Conditional Use Permit”) the development of a nursing home facilities are allowed in an R-1 district as a CUP if approved by the Planning and Zoning Commission and City Council. The property has never been included as part of a subdivision plat.

The applicant is requested the issuance of a CUP intended to provide the Planning and Zoning Commission and City Council with the opportunity for discretionary review of plans to construct a nursing home which may not be specifically allowed in an R-1 zoning, but may be deemed desirable or in the public interest to locate in that zoning district.

R-1 zoning permits single family residential development at a maximum density of 7 dwelling units per acre. Other uses, such as churches and group homes, would be eligible without a change in zoning.

Location/Tract Size: The subject property is located at 1000 East Lion’s Club Drive. Please see attached General Warranty Deed. Account # 10258 at the Phelps County Assessor’ Office will further provide location information. The tract size is 7.77 acres.

I. A.
**Proposed Zoning/Use:** The applicant requests that the Planning and Zoning and the City Council approve the use of the subject property to a CUP to permit the development of a 50 bed nursing facility.

**Surrounding Zoning/Land Use:**

- North --- R-1 / single family/open space
- South --- R-R/ Privately owned open space
- East --- R-R/ two homes/single family
- West --- R-1/ single family

**FINDINGS:** The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve, approve with conditions or deny the rezoning request.

1. **Neighborhood character/impact:** There will be no negative impact of this project on the adjoining neighborhood. The abundance of vacant property, whether public or private, will sharply reduce impacts from noise or light infiltration from traffic along Lion’s Club Drive. The nursing home will be single story and all activities will be focused to the interior spaces. A landscaping plan implemented by the developer will also reduce impact.

2. **Consistency with the Rolla 2020 Comprehensive Plan Update:** The Future Land Use Map found in the Rolla 2020 Comprehensive Plan Update adopted by the City Council in 2006 shows the subject property as being suitable for residential land use.

3. **Adequacy of utilities & public services:** All public utilities and services are available to the subject property to support the development plan as outlined in this report. The developer will be required to carry the cost of extending utilities in to the project area.

4. **Impact on streets and parking:** The proposed development will rely on vehicular access to Lion’s Club Drive for traffic generated within the development. There will be one point of ingress and egress. Traffic flow will not be allowed through neighboring streets. Rolla’s standards for off-street parking require one space for each three beds plus one for each two employees for a total of 40 + spaces. This project should require 16 paved spaces for residents plus up to 10 additional spaces for employees/visitors. The Public Works Director has determined that the proposed project would not have an adverse impact on traffic flow or vehicle capacity. Traffic flow is an important consideration when examining potential neighborhood impact. The developer has estimated that there will be a total of between 40 to 50 trips generated in a typical 24 hour period (just 2 trips per hour on average.) The proposed development would not permit traffic flow through the neighborhood.

5. **Physical characteristics:** No part of the property proposed for designation as a CUP is located within an identified 100 year flood plain. The developer will be responsible to provide a storm water improvement plan and an erosion control/sediment plan that would apply during construction. Development of the type described in this report will not be adversely impacted by the existing slope.

6. **Suitability for rezoning:** The subject property as described in this report is suitable for the proposed CUP from R-1 district zoning.

\[I.A.2.\]
PUBLIC COMMENT/ISSUES:  The proposed CUP was advertised in the RDN on January 23/24, 2016. Notice was sent to adjoining property owners within 185’. There was no opposition forwarded for the proposed CUP.

CONTINGENCIES TO THE CUP AGREEMENT:

1. The applicant shall first obtain approval of the Clearpath Holdings project from the City.
2. The City’s Environmental Services Department and the applicant shall determine the most efficient location on site for identifying a place where solid waste disposal facilities might be located.
3. The City’s Public Works Department arrive at a mutually agreed upon decision regarding ingress/egress to any private driveway from Lion’s Club Drive.
4. Rolla Municipal Utilities and the applicant shall arrive at a mutually agreeable decision regarding electrical and water connections to the property.

PLANNING COMMISSION REVIEW AND RECOMMENDATION: The Planning and Zoning Commission voted unanimously to recommend to the City Council that the proposed CUP be approved with any conditions included.

ACTION REQUIRED: Motion to recommend approval, approve with condition, or deny the request to rezone the subject property and submit to City Council.

ATTACHMENTS:
Zoning Request from applicant
Zoning area map
Affidavit of publication
APPLICATION FOR CONDITIONAL USE PERMIT

Submit to:
Community Development Department
PO Box 979 901 North Elm St
Rolla, MO 65402 Rolla, MO 65401
Phone: 573-364-5333 Fax: 573-426-6978

The signers of this application ask that the City Council of Rolla, Missouri, approve the Conditional Use Permit, as described below, on the following tract of land (legal description must be printed below or attached as an exhibit):

Address of above described property: 1000 East Lions Club Drive
Zoning of the subject property: R-1
Present use of property: Vacant Land
Proposed conditional use: Senior Living Facility

NOTE: Application for this Conditional Use Permit shall be made under the provisions of Section 42-234 of the Rolla Planning and Zoning Code, a portion of which is attached, and shall be accompanied by a Site Plan and other material necessary to show conformance with the code. Refer to Attachment A for required Site Plan content.

Attach to this application written responses to the following:

1. State how the proposed conditional use will comply with the standards in Section 42-234.2 pertaining to relevant District regulations, traffic impact, location and size of the conditional use in relation to neighboring land uses, parking, utility capacity, and storm water management. Refer to Attachment B for standards list.

2. State how the proposed conditional use is to be designed, arranged and operated to ensure that the development and use of neighboring property is not limited or adversely impacted, and that the value, use and reasonable enjoyment of such property will not be impaired if the conditional use is granted.

An Equal Opportunity Employer
We, the undersigned, do attest to the truth and correctness of all facts and information presented with this application. Further, we agree to pay the advertising costs for the public hearings as required by the Planning and Zoning Code.

CURRENT PROPERTY OWNER'S NAME(S):

Name of current property owners(s): Jim Eisenhart

If a corporation: Corporation official: ________________________________

(corporate seal)

Mailing address: 337 West Lockwood Avenue, St. Louis MO 63119

Telephone number: 314-918-9600 Fax: ____________________________

PROPERTY OWNER'S SIGNATURE: ________________________________

(If corporation, corporate official's signature)

APPLICANT'S NAME (if different from the owner)

I hereby certify that I am authorized to represent all of the property owners of the above referenced tract in this proceeding. A power of attorney is attached.

Name of applicant: ________________________________

If corporation, Corporate official: ________________________________

(Name and title)

Mailing address: ________________________________

Telephone number: ________________________________ Fax: ________________________________

What is the applicant's legal interest in the property?

______________________________

APPLICANT'S SIGNATURE: ________________________________

(If corporation, need signature of one official)

A check for $62.50, payable to the Rolla Daily News for advertising, will be provided when this application is filed.

NOTE: The Planning and Zoning Commission holds a regularly scheduled meeting each month (contact the Community Development Department for a current processing schedule). This application must be submitted no later than the application deadline for re-zoning proposals. All the elements of the application must be complete when filed or the materials will be returned to the applicant and will not be placed on the Planning and Zoning Commission agenda.
Notice of Public Hearing: A public hearing will be held by the Rolla Planning and Zoning Commission on Tuesday, February 9, 2016 at 5:30 pm at the Rolla City Hall, 901 N. Elm Street. The Rolla City Council will hold a public hearing on Tuesday, February 16, 2016, at 6:30 pm in the Council Chambers at the Rolla City Hall, to consider the approval of a Conditional Use Permit (CUP) for a nursing home (Clearpath) at 1000 East Lion’s Club Drive. At this public hearing any interested persons may present evidence regarding the proposed CUP. Any objections to the request should be filed with the Community Development Department of the City of Rolla. For more information, call 573-426-6070. (Clearpath)

Affidavit of Publication
STATE OF MISSOURI

County of Phelps

I, Paul Hackbart, being duly sworn according to law, state that I am the Editor of the Rolla Daily News, a daily newspaper of general circulation in the County of Phelps, State of Missouri, that said newspaper is a newspaper of general circulation in said county, and has been admitted to the post office as second class matter in the city of publication, that has been published regularly and consecutively for a period of three years next prior to the publication of the first advertisement herein mentioned; that is has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a period of time; that the advertisement, a copy of which is attached hereto, was published in said newspaper in issues published on and bearing the following dates and numbers:


Affiant further states that said newspaper in which such notice was published complies with the provisions of Sec. 493.050, Revised Statutes of Missouri 1969.

Paul Hackbart, Editor
Subscribed and sworn to before me this 23rd day of January, 2016

My commission expires 5-22-18.

Notary Public
Publication Fee $62.50
Request to approve a Conditional Use Permit (CUP) for the establishment of a Nursing Home Facility in a R-1 (Single Family District) Zoning at 1000 East Lions Club Drive (Clearpath)

Location Map

Area of interest - O

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 ROLLAPW.D. Mapping Office
October, 2015
<table>
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<th>ACCT #</th>
<th>OWNER</th>
<th>SITE ADDRESS</th>
<th>MAILING ADDRESS</th>
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<td>123580 STATE ROUTE BB ROLLA MO 65401-33673</td>
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<td>10262.00</td>
<td>BARRACK, CHARLOTTE J</td>
<td>1297 HIGHWAY 0 ROLLA MO 65401-33682</td>
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<td>KREISLER, LEON &amp; HELEN M-TRUST</td>
<td>1014 Carriage Lane ROLLA MO 65401-33666</td>
<td>802 LAUREL DR ROLLA MO 65401-33666</td>
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<td>1325 Eagle Ridge Run Bel Air MD 21014-0000 33656</td>
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<td>208 VICTORIA LANE</td>
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<td>DON MORRIS</td>
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<tr>
<td></td>
<td>STEVE BOWLES</td>
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Since the date of this survey, conditions beyond the knowledge or control of Archer-Elgin Surveying and Engineering, LLC may have altered the validity of this survey and circumstances shown or noted hereon.

NOTES:
1. Plot represents original survey of lands shown. Trees are points of lands located at 1987-075. Trees are subject to conditions, assessments, coding and other land use regulations and any other facts which are not accurate and current. The surveyor does not guarantee the validity of boundaries or assessability.
2. The survey was conducted in accordance with the current "Missouri Minimum Standards for Property Surveying" (KCSR 15-10).
4. Dimensions shown are measured. For recent dimensions, see documents or surveys.
5. Only the land documents noted herein were provided to or discovered by surveyor. No other survey or other record the surveyor was provided surveys.
6. There is a possible error in the coordinate system of India.

ELGIN SURVEYING & ENGINEERING, INC.
310 EAST SIXTH STREET, ROLLA, MISSOURI 65401
PHONE: (573) 564-4182, FAX: (573) 264-4782

Survey Prorom Part
NS 1/4, SE 1/4 Sec 16, T37N, R68W
Rolla, Phelps County, Missouri

Joe Morgan
Rolla, Missouri

Drawn: 11/1/04
Checked: 11/1/04

R11621A
ORDINANCE NO. ________

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW THE OPERATION OF A NURSING HOME FACILITY IN AN R-1 (SINGLE-FAMILY DISTRICT) ZONED AREA AT 1000 LIONS CLUB DRIVE. (CLEARPATH)

WHEREAS, an application for a Conditional User Permit (CUP) was duly filed with the Community Development Department by the property owner requesting that a 7.77 acre tract located at 1000 Lion’s Club Drive be designated as a CUP, according to the Basic Zoning ordinance of the City of Rolla, Missouri, as amended, so as to allow the operation of a nursing home in an R-1 (Single-Family District) zoned parcel, hereinafter described; and

WHEREAS, a public notice was published on January 23, 2016 in the Rolla Daily News for the designation of a CUP 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; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on February 9, 2016, at 5:30 p.m. in the City Council Chambers and conducted a public hearing and the Rolla City Council met at 6:30 p.m. on February 16, 2016, in the City Council Chambers and conducted a public hearing; and

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the Planning and Zoning Commission and the City Council at the hearings by those citizens favoring the establishment of a CUP as described and by those citizens opposing said change, the City Council found that the proposed rezoning would promote public health, safety, morals, and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which zoning ordinance adopts zoning regulations, use districts, and a zoning map in accordance with the comprehensive plan as hereby amended by changing the zoning classification of the property situated within the City of Rolla Missouri, and described as follows:

A fractional part of the Northeast Quarter of the Southeast Quarter of Section 13, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southwest Corner of the Northeast Quarter of the Southeast Quarter of said Section 13; thence North 0°33'00" East, 9.27 feet along the West line of said Northeast Quarter of the Southwest Quarter to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 1997-875; thence North 89°03'50" East, 50.02 feet along the South line of said Document No. 1997-875 parcel to the true point of beginning of the hereinafter described tract: Thence North 0°33'00" East, 289.76 feet to the southerly right of way of Lions Club Drive; thence northeasterly 35.58 feet along the arc of a curve, concave southeasterly with a radius of 710.00 feet the chord of which is North 74°30'20" East, 35.58 feet, and, North 75°56'30" East, 245.80 feet, and, northeasterly 96.76 feet along the arc of a curve, concave northwesterly with a radius of 1240.00 feet the chord of which is North 73°42'20" East, 96.74 feet, and, North 71°28'10" East, 256.64 feet, and, northeasterly 99.93 feet along the arc of a curve, concave northeasterly with a radius of 490.00 feet the chord of which is North 65°37'40" East, 99.75 feet all along said southerly right of way to the South line of Ponzer Third Addition; thence North 89°47'20" East, 49.31 feet along the South line of said Ponzer Third Addition to the southwest corner of Municipal Acres No. 2; thence North 89°37'00" East, 115.26 feet along the South line of said Municipal Acres No. 2; thence South 1°18'10" West, 93.54 feet partially along the West line of a parcel described in Phelps County Deed Records at Document No. 1998-1375 to its southwest corner; thence South 4°41'10" West, 60.33 feet to the northermost corner of a parcel described in Phelps County Deed Records at Document No. 1997-2417; thence South 7°03'20" West, 342.30 feet along the West line of said Document No. 1997-2417 parcel to the aforesaid
Ordinance No. ____________
Page 2

South line of parcel 1997-875; thence South 88°32'40" West, 340.55 feet, and, South 89°03'50"
West, 477.64 feet all along said South line to the true point of beginning. Above described tract
contains 7.77 acres, more or less, per plat of survey R-11621A, dated December 15, 2004, by
Elgin Surveying & Engineering, Inc.

SECTION 2: SPECIAL PLAT RESTRICTION AND RESTRICTIVE COVENANT AS TO
THE ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS. The undersigned owners of the
tract of land herein platted do hereby impose upon said property and do hereby make the following
restrictive covenant: No construction may be commenced upon the above-described property until all
necessary building and construction permits have been issued by the City of Rolla, Missouri and that it is
understood by the undersigned that no such permits shall be issued for any lots herein platted until the
completion of all public improvements appertaining to such lots or until a cash bond equal to the
reasonable costs of completing such public improvements has been received and approved by the City of
Rolla, Missouri. The above-mentioned public improvements shall be completed pursuant to the
agreement between the undersigned and the City of Rolla, Missouri for the completion of such
improvements as required by this article of the City Code of Rolla, Missouri.

SECTION 3: CONTINGENCIES TO THE CUP AGREEMENT:

1 The applicant shall first obtain approval of the Clearpath Holdings project from the City.
2 The City’s Environmental Services Department and the applicant shall determine the most
efficient location on site for identifying a place where solid waste disposal facilities might be
located.
3 The City’s Public Works Department will arrive at a mutually agreed upon decision regarding
ingress/egress to any private driveway from Lion’s Club Drive.
4 Rolla Municipal Utilities and the applicant shall arrive at a mutually agreeable decision regarding
electrical and water connections to the property.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY
THE MAYOR THIS 16TH DAY OF FEBRUARY 2016.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

I.A.11.
TABLE OF CONTENTS

Board of Public Works Statement 3
First Quarter Financial Recap 4
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A STATEMENT BY THE
BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

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

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

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

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

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

Next Monday, November 12th, our offices will open in our new building, formerly the Negro U. S. O Building, 102 W. 9th Street. All business will be transacted from this location after that date. The Rolla Free Public Library will occupy the second floor, and the State Board of Health and the County Agent the basement of this building. These quarters are furnished to the above organizations without cost as a public service of the Rolla Municipal Utilities.

Rolla Board of Public Works

H. E. CASTLEMAN, President
F. H. FRAME, Vice-President
R. E. SCHUMAN, Secretary
F. A. CAMERON, Member
FIRST QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

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<th>1st Quarter FY 2016</th>
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<td>OPERATING INCOME</td>
<td>($555,220)</td>
<td>($329,708)</td>
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<td>OTHER INCOME &amp; EXP.</td>
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<td>NET INCOME</td>
<td>($435,092)</td>
<td>($229,768)</td>
<td>($205,324)</td>
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</tbody>
</table>

Upon completion of the first quarter of FY 2016, Operating Revenues are down $335,500 as compared to last year. Operating Expenses are down $561,011 for the same period resulting in an Operating Income of ($329,708), which is $225,512 improved than the previous year. When combined with miscellaneous income and expenses, RMU experienced a Net Income of ($229,768), which is improved $205,324 as compared to the first quarter of FY2015.
STATUS OF PENDING PROJECTS

ELECTRIC DEPARTMENT

- ELECTRICAL EXTENSIONS/UPGRADES

  o Downtown North Substation - Replace (2) two existing underground feeder circuits. Started June 8, 2015. Ongoing.
- LED streetlight replacement project - Replace existing HPS fixtures with new LED fixtures on existing metered and non-metered streetlight circuits. Started December 1, 2015. Ongoing.
WATER DEPARTMENT

• WATER MAIN INSTALLATION
  o Foxcreek, Old English and Whitehall Roads - Replace existing 4", 6" and 8" ductile iron water main with 8" PVC. Started September 1, 2015. Completed December 29, 2015.
  o Brighton Court - Replace existing 4" and 6" ductile iron water main with 8" PVC. Started January 1, 2016. Ongoing.

• THREE (3) WATER TAPS
• SIX (6) FIRE HYDRANTS
MISCELLANEOUS

• **TRAINING**
  - Missouri Department of Natural Resources Revised Total Coliform Rule (RTCR) held in Rolla, MO January 12, 2016. Three employees attended.

• **PERSONNEL**
  - Retirees; Gloria Roberts retired January 18, 2016 and Susan Watkins retired February 1, 2016.

• **PRESENTATIONS**
  - AARP meeting held in Rolla, MO.

• **SUBSTATION TRANSFORMERS**
  - Transformer oil testing and analysis by United Power Systems, Inc. Samples taken October 1-2, 2015. Received test results, December 18, 2015.

• **MoPEP/MJMEUC UPDATES**
  - The Service & Rates Committee met on November 13, 2015. The committee recommended not pursuing any additional MC Power projects beyond the initial six projects (Butler plus 5 additional including Rolla) at this time. In January the same committee was presented a revised proposal from MC Power for up to three solar gardens. This proposal will be presented to the MoPEP Board at their March meeting.
  - Wind farm proposal was tabled.
  - RMU has an increased balance of $500,305 from the MoPEP Grant Program. This is up from last year ($198,277). These funds are allocated from the 10% additional revenues collected from the membership as required by the Bond Covenants. 75% of those funds are used in a grant program to reimburse members that improve electric facilities. The funds are not RMU's until payment has been made through the grant program. A portion of the remaining 25% are scheduled for special projects within the Pool including improving member cyber security and tracking reliability this year.
  - The committee requested staff continue investigating how economic incentive/retention rates could be developed on a Pool-wide basis.
• **MPUA UPDATES**
  - Power plants are running smoothly and longer runtimes helping to keep wholesale costs down.
  - MJMEUC is working at developing renewable offerings on a retail basis. Several large entities have expressed interest in purchasing power specifically from renewables.
  - Due to additional refinancing on power projects (Iatan/Plum Point), there was an annual savings of over $700,000 to the membership.
  - The end of the year marked the first year of MoPEP scheduling power in-house. This brought a six figure savings to the membership.

• **ANNUAL AUDIT**
  - The annual audit of RMU for Fiscal Year 2015 was presented during December 22, 2015 regular Board of Public Works session. RMU received an "unmodified opinion" which is the best that can be given.

• **RMU METER TESTING AND REPLACEMENT PROGRAM**
  - This program is proposed in an effort to minimize lost revenue through inaccurate water meters. The proposed program consists of testing the top ten meters based on consumption, which includes all 4" and 6" meters in service, as well as 20% of all 3", 2" and 1.5" meters annually. The City of Rolla has agreed to share the cost pending Council approval.
  - This program results in testing all meters, sized 1.5" and larger, at a minimum every 5 years. Approximately 38.6% of FY15 water sales were measured through this group of water meters which totals 202 meters, or 2.6% of all meters in the system.
  - In addition, the proposed program includes testing 10% of the 1" meters and 150 (or 2%) of the 5/8" meters in the first year of the program. Testing of a representative sample of meters will provide an estimate of the accuracy of all meters within the system.
  - Based on the results of the first year testing, RMU will develop a long term plan for continued testing and water meter replacement.
**RELIABILITY STATISTICS**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAI</td>
<td>99.9926%</td>
<td>99.9926%</td>
<td>99.9898%</td>
</tr>
<tr>
<td>CAIDI (Long)</td>
<td>45.75 min</td>
<td>20.533 min</td>
<td>17.719 min</td>
</tr>
<tr>
<td>SAIDI (Long)</td>
<td>38.535 min</td>
<td>70.486 min</td>
<td>51.476 min</td>
</tr>
<tr>
<td>SAIFI</td>
<td>2.431</td>
<td>3.433</td>
<td>2.9</td>
</tr>
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</table>

ASAI – Average Service Availability Index (customer minutes available/total customer minutes, as a %)

CAIDI – Customer Average interruption Duration Index (average minutes interrupted per interrupted customer)

SAIDI – System Average Interruption Duration Index (average minutes interrupted per customer for all customers)

SAIFI (All-in) – System Average Interruption Frequency Index (# of short interruptions per customer for all customers)

<table>
<thead>
<tr>
<th>Outage Causes</th>
<th>'06</th>
<th>'07</th>
<th>'08</th>
<th>'09</th>
<th>'10</th>
<th>'11</th>
<th>'12</th>
<th>'13</th>
<th>'14</th>
<th>'15</th>
<th>Change '14-'15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Supply</td>
<td>6</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0%</td>
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<tr>
<td>Equipment</td>
<td>21</td>
<td>18</td>
<td>24</td>
<td>32</td>
<td>34</td>
<td>42</td>
<td>29</td>
<td>19</td>
<td>31</td>
<td>13</td>
<td>-58%</td>
</tr>
<tr>
<td>Natural</td>
<td>22</td>
<td>45</td>
<td>81</td>
<td>35</td>
<td>63</td>
<td>63</td>
<td>50</td>
<td>38</td>
<td>62</td>
<td>43</td>
<td>-31%</td>
</tr>
<tr>
<td>Utility Human Error</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>200%</td>
</tr>
<tr>
<td>Non-Utility Incident</td>
<td>5</td>
<td>3</td>
<td>15</td>
<td>10</td>
<td>2</td>
<td>17</td>
<td>4</td>
<td>13</td>
<td>7</td>
<td>2</td>
<td>-71%</td>
</tr>
<tr>
<td>Unknown</td>
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<td>1</td>
<td>3</td>
<td>10</td>
<td>14</td>
<td>11</td>
<td>26</td>
<td>11</td>
<td>16</td>
<td>26</td>
<td>60%</td>
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<tr>
<td>Totals</td>
<td>65</td>
<td>67</td>
<td>124</td>
<td>89</td>
<td>117</td>
<td>138</td>
<td>111</td>
<td>84</td>
<td>117</td>
<td>86</td>
<td>-27%</td>
</tr>
</tbody>
</table>

*Scheduled outages NOT included.*

*Statistics based on calendar year.*
RELIABILITY STATISTICS
Customers wait in the dark less time than investor-owned systems. RMU’s CAIDI for calendar year 2015 is 17.719 minutes.

*2014 Date (Latest available information from report of MoPSC)
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Ordinance to Amend to the Park and Recreation Advisory Board

BUDGET APPROPRIATION (IF APPLICABLE) N/A  DATE: February 16, 2016

COMMENTARY: As briefly discussed at the last Council Meeting, the Mayor has proposed, with discussion from the current Parks and Recreation Advisory Commission, to restructure the Committee with two targeted efforts. The Park Advisory Committee proposes a five (5) member advisory committee to focus on the traditional parks system, outdoor recreation, and SplashZone with particular emphasis on Prop P. The Park Advisory Committee is proposed to meet no less than quarterly.

The Recreation Board is a very targeted effort to focus on key partnerships and opportunities pertaining to community health and fitness and best management practices for the fitness industry. This Board is proposed to have five (5) members and slated to meet monthly. The goal is to provide a path for financial sustainability over the next 2-3 years.

Based on comments received at the last meeting, the ordinance has a number of minor edits (highlighted in red) for final consideration. Once approved, the Mayor will submit names to both Committees for Council consideration.

Recommendation: Final Reading

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


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

Section 1: That Article IV, Parks and Recreation Commission, Sections 31-23 through 31-35 of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, are hereby repealed and a new Article IV, Parks and Recreation Commission, Sections 31-23 through 31-35 are hereby enacted in lieu thereof to read as follows:

ARTICLE IV. PARKS AND RECREATION COMMISSIONS

Division. I. Parks Advisory Commission

Sec. 31-23. Duties.

There is hereby established the Parks Advisory Commission of the City of Rolla (also known as the Parks Commission).

The duties of the Parks Commission shall include, but are not limited to, the following:

a) To ensure the economic viability of the Parks facilities by providing direct input to the management team on such matters as capital planning, program development, outdoor recreation programs, marketing and community relations.

b) Function as an interface between the Parks and Recreation Director, Parks Staff and the community.

c) Establish and maintain a good working relationship with governmental entities, residents and civic organization in our community which are, or which would like to be, active in Parks and Recreation

d) Provide appropriate input into the City’s Budget Plan for the Parks Fund including policies, cost of operations, fees, and charges. The Commission shall review and comment on the draft Parks Fund budget prepared by the Parks Director no less than sixty (60) days prior to delivery to the Rolla City Council in August of each budget cycle.

e) To advise City Administration and Parks staff on maximizing usage of park facilities while recovering reasonable operation costs. Administration shall, not less
often than annually and more often as the Council shall direct, report to the Council the
number of users of outdoor facilities and programs, revenues generated from user fees
and the schedule of fees for use thereof. Nothing herein contained shall prevent the
Council, by resolution, from changing the schedule of user fees.

e)(f) The Commission shall provide at least annually input on the performance of the
Director as it relates to the parks system. The Commission shall assist the Director and
City Administrator in preparing annual goals and objectives. A Commission
representative should be included in the hiring of the Director.

Sec. 31-24. Members.

Parks Commission Members

a) The Parks Commission shall consist of five (5) voting members representing
various park user groups (i.e. naturalist, youth sports, sports leagues, ecologist, and
business community). The members shall serve for a term of (3) three years or until their
successors are appointed and confirmed as set forth in this section. The first appointees
upon formation shall be appointed for staggered terms, one (1) member being appointed
for a one-year term, two (2) members being appointed for a two-year term, and two (2)
members being appointed for a three-year term.

b) The Mayor, City Administrator, and the Parks and Recreation Director may act as
ex officio, non-voting members of the Parks Commission. Members shall be appointed
by the Mayor with the consent of the City Council. The Parks and Recreation Director
shall transmit no less than quarterly to the Advisory Committee and City Council all
pertinent information regarding park operations and minutes of Commission meetings.

c) Only the five (5) voting members of the Parks Commission shall cast votes. A
quorum is defined as a majority of the voting membership.

d) The anniversary date for appointment or reappointment of expiring Parks
Commission terms shall be April October 1 of the appropriate year. An annual meeting
of the Parks Commission shall be held in the month of April October, and the officers of
the Parks Commission shall be elected at that meeting.

e) The failure to support the Parks Commission through active participation at its
meetings may be cause for removal. (Active participation is defined as attending all
scheduled meetings with an allowance of two (2) meetings missed per year but only for
extenuating circumstances). Members are encouraged to participate in special events
throughout the park system. The Chairman shall contact those missing two (2) scheduled
meetings. At the next meeting, the Chairman shall report to the Parks Commission and may recommend to the Mayor and City Council removal from the Parks Commission of such a member.

f) When a vacancy occurs, the Parks and Recreation Director shall notify the Mayor that a vacancy does exist. In case of a vacancy due to death, resignation or disqualification, the unexpired term shall be filled by an appointment by the Mayor with consent of the City Council.

Sec. 31-25. Officers.

The Parks Commission shall elect its own officers in accordance with the following guidelines:

(a) Officers elected shall include:

**Chairman:** Duties are to preside at all meetings of the Commission. He or she shall be a member Ex-Officio of all Standing and Special Committees. In case a vacancy occurs in the office of the Chairman, the Vice-Chairman shall become Chairman and a new vice chairman shall be elected.

**Vice-Chairman:** The Vice-Chairman shall fulfill the duties of the Chairman when the latter, for any reason, is unable to act in his/her capacity as Chairman.

**Secretary:** The Secretary shall prepare the records of all scheduled Parks Commission meetings. The secretary shall record attendance, service hours, and voting and election results. City personnel shall assist the secretary in this task as requested.

(b) The Parks Commission may form subcommittees for designated periods of time to work on specific projects. Such subcommittees shall report their findings and recommendations to the Parks Commission, which shall make any final recommendation to the Parks and Recreation Director. Each said subcommittee shall be dissolved when work on the assigned project is determined to be completed by the Parks Commission.

Sec. 31-26. Meetings.

The regular meetings of the Parks Commission shall be held in the evening of the third Wednesday of the first month of each quarter (January, April, July, and October) at a designated time and date, or special meetings on the call of the Chairman. The regular meeting place shall be at the Rolla Recreation Center. A notice and tentative agenda of all meetings must be posted
on the Public Notice Bulletin Board at City Hall and at the Recreation Center. All meetings are open to the public.

Sec. 31-27. Ordinances pertaining to the Parks and Recreation activities.

No ordinance pertaining to the Outdoor Aquatic Center or Parks system shall be considered by the City Council without first referring same to the Parks Commission and receiving its recommendation with reference thereto; provided, however, that if no recommendation is received from the Commission within a period of thirty (30) days after the matter is referred to the Commission, then the City Council may take action without such recommendation.

Sec. 31-28. Limitations.

The Parks Commission shall be a recommending body only and shall make its recommendations to the Parks and Recreation Director who in turn will report recommendations to the City Council for the operation and maintenance of the park and outdoor recreation system consisting of parks and park amenities, open spaces, playgrounds, the outdoor pool, gardens and other recreational areas owned or used by the City for its final determination as to what action should be taken. The City Council may from time to time delegate certain authority and responsibilities to the Parks Commission as deemed necessary and appropriate.

Secs. 31-29 to 31-30. Reserved.

Division 2. Health and Recreation Center Board

Sec. 31-31. Duties.

There is hereby established the Health and Recreation Center Board of the City of Rolla, hereinafter referred to as “Board”.

The duties of the Board shall include, but are not limited to, the following:

a. To ensure the fiscal sustainability of the Health and Recreation Center by providing direct input to the management team on such matters as marketing and public relations, health and fitness management, and business management and accounting.
b. As a publicly funded enterprise, the Centre should be a leader in community health and wellness. The Board should assist the Director in researching and implementing best management practices for the health, fitness and recreation industry.

c. Function as an interface between the Parks and Recreation staff and the community.

d. Establish, leverage, and maintain good working partnerships with other governmental entities, health institutions, and civic organizations in promoting community health and wellness.

e. Provide appropriate input into the City's Budget Plan for the Rec Center Fund including cost of operations, fees, and charges. The Board shall review and comment on the draft Rec Center Fund budget prepared by the Parks Director no less than sixty (60) days prior to delivery to the Rolla City Council in August of each budget cycle.

f. To advise the City Administration and Parks staff on maximizing usage of the Rec Center while recovering all reasonable operation costs. (The Centre shall strive to recover all operating costs from membership and program fees). Administration shall, not less often than annually and more often as the Council shall direct, report to the Council the number of users of facilities and programs, revenues generated from user fees as well as projected use of the facilities for the coming year and the schedule of fees for use thereof.

g. The Board shall provide at least annually input on the performance of the Director as it relates to the facility. The Board shall assist the Director and City Administrator in preparing annual goals and objectives. A Board representative should be included in the hiring of the Director.

Sec. 31-32. Members.

Health and Recreation Center Board Members

a. The Parks and Recreation Commission shall consist of five (5) voting members representing various business principles nominated by the Mayor and approved by the City Council. The members shall serve for a term of (3) three years or until their successors are appointed and confirmed as set forth in this section; provided, however, that the first appointees shall be appointed for staggered terms, one (1) member being appointed for a one-year term, two (2) members being appointed for a two-year term, and two (2) members being appointed for a three-year term.

b. The Mayor, City Administrator, and the Parks & Recreation Director may act as ex officio, non-voting members of the Board. Members shall be appointed by the Mayor with the consent of the City Council. The Parks and Recreation Director shall transmit monthly to the Advisory Committee all pertinent information as determined by the Board and City Administrator and submit monthly a summary report to the City Council.

c. Only the five (5) voting members of the Board shall cast votes. A quorum is defined as a majority of the voting membership.

d. The anniversary date for appointment or reappointment of expiring Board members shall be April 1 of the appropriate year. An annual meeting of the Board shall be held
in the month of **April**/October, and the officers of the Board shall be elected at that meeting.

c. The failure to support the Board through active participation at its meetings may be cause for removal. (Active participation is defined as attending all scheduled meetings with an allowance of three (3) meetings missed per year but only for extenuating circumstances). Members are encouraged to participate in special events. The Chairman shall contact those missing three (3) scheduled meetings. At the next meeting, the Chairman shall report to the Board and may recommend to the Mayor and City Council removal from the Board of such a member.

f. When a vacancy occurs, the Board shall notify the Mayor that a vacancy does indeed exist. In case of a vacancy due to death, resignation or disqualification of one or more of the members, the unexpired term shall be filled by an appointment by the Mayor with consent of the City Council.

Sec. 31-33. Officers.

(a) The Board shall elect its own officers in accordance with the following guidelines: Officers elected shall include:

Chair: Duties are to preside at all meetings of the Board. He or she shall be a member Ex-Officio of all Standing and Special Committees. The Chairman may submit to the City a written report reviewing the Board activities of the past year and recommending future activities. In case a vacancy occurs in the office of the Chairman, the Vice-Chairman shall become Chairman and a new Vice-Chairman shall be elected.

Vice-Chairman: The Vice-Chairman shall fulfill the duties of the Chairman when the latter, for any reason, is unable to act in his/her capacity as Chairman.

Secretary: The Secretary shall prepare the records of all scheduled Parks and Recreation Commission meetings. The secretary shall record attendance, service hours, and voting and election results. The City shall assist the secretary in this task.

(b) The Board may form subcommittees for designated periods of time to work on specific projects. Such subcommittees shall report their findings and recommendations to the Board, which shall make any final written report and recommendation to the Parks and Recreation Director. Each said subcommittee shall be dissolved when work on the assigned project is determined to be completed by the Board.

Sec. 31-34. Meetings.
Ordinance No. ____________
Page 7

The regular meetings of the Board shall be held the third Wednesday of each month at 6:30 p.m., or other so designated time, date or place, or special meetings on the call of the Chairman. The regular meeting place shall be at the Health and Recreation Center. A notice and tentative agenda of all meetings must be posted on the Public Notice Bulletin Board at City Hall and at the Health and Recreation Center when the meeting is held elsewhere. All meetings are open to the public.

Sec. 31-35. Reserved.

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


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1st & Final Reading

ITEM/SUBJECT: MoDOT Grant Authorization Form

BUDGET APPROPRIATION (IF APPLICABLE): $ N/A

DATE: February 16, 2016

Commentary:

The attached form authorizes the City of Rolla Police Department to apply for traffic grants through the Missouri Department Of Transportation (MoDOT). The grants are 100% funded by MoDOT, so there is no cost to the City of Rolla. This authorization form is simply a formality required annually by MoDOT before approval may be granted.

Some of the things that can be obtained through these grant funds, if approved, are: overtime funding for DWI enforcement/checkpoints and “Hazardous Moving Violation” enforcement (speeding, etc.); in-car cameras to assist in the documentation of violators (especially DWI suspects); radars; trailers and vehicles; etc.

Recommendation:

Motion to approve an ordinance allowing the Mayor and City Clerk to sign an authorization form on behalf of the City of Rolla to permit the Rolla Police Department to apply for free traffic safety grants through the Missouri Department of Transportation.
CITY COUNCIL AUTHORIZATION

On February 16, 2016, the Council of Rolla, Missouri held a meeting and discussed the City’s participation in Missouri’s Highway Safety Program.

It is agreed by the Council that the City of Rolla will participate in Missouri’s Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

DATE: __________________

APPROVED:

ATTEST: ____________________________________________

MAYOR

CITY CLERK
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 PERTAINING TO GRANTS.

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, an agreement between the City of Rolla, Missouri, and the Missouri Department of Transportation, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

____________________________
MAYOR

ATTEST:

____________________________
CITY CLERK

APPROVED AS TO FORM:

____________________________
CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Ordinance to Authorize MoDOT Grant – Airport/ED Marketing Strategy


COMMENTARY: Rolla is the first community to receive the MoDOT grant for an aviation “Business Plan Development.” With the substantial investment in airport infrastructure, the City is looking to target industry to both the Airport itself and the overall community. The City is working with Jviation, Airport Consultants, on the detailed scope of work.

The City’s match on the grant is $5,361.

Recommendation: First Reading.

ITEM NO. IV. B.1.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN AIRPORT AID AGREEMENT FOR PROJECT NO. AIR 166-056A BETWEEN THE CITY OF ROLLA, MISSOURI, AND 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 the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute, on behalf of the City of Rolla, Missouri, an airport aid agreement for Project No. AIR 166-056A between the City of Rolla, Missouri, and the Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

APPROVED AS TO FORM:

________________________
CITY COUNSELOR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated June 15, 2015, and specifically described as follows:

Business Plan Development;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Forty-Eight Thousand Two Hundred Forty-Two Dollars ($48,242); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. 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.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Five Thousand Three Hundred Sixty-One Dollars ($5,361). The Sponsor warrants to the Commission that it
has sufficient cash on deposit, or other readily available resources, to provide the local
matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of
execution of this Agreement by the Commission to December 31, 2016. The
Commission’s representative may, in writing, extend the project time period for good
cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or
duly obligated during the project time period shall be released for use in other projects
under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this
Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing
airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the
airport, either as owner or as lessee, for 20 years following receipt of the last payment
from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(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) PAYMENT: Payments to the Sponsor are made on an advance basis.
The Sponsor may request incremental payments during the course of a project or a
lump sum payment upon completion of the work. However, this advance payment is
subject to the limitations imposed by paragraph (8)(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 state (Aviation
Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) 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.

(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

-2-

IV. B 4.
grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.).

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

(13) LACK OF PROGRESS: Any lack of progress which 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. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) 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.

(15) 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.
(16) **WORK PRODUCT:** All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) **CONFIDENTIALITY:** The Sponsor shall not disclose to third parties confidential factual matters 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.

(18) **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.

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

(20) **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.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

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

(25) 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.

(26) 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.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) LAND INTERESTS: When grant funds are used to pay for land or aviation easements, the following requirements apply:

(A) Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and
clear of any encumbrance that could adversely affect the operation, maintenance or
development of the airport.

The attorney's title opinion shall be furnished by the Sponsor to the
Commission for review. The Sponsor shall acquire the property in fee simple absolute
by general warranty deed from the grantors. A copy of the deed shall be furnished to
the Commission for review. The Sponsor shall record the deed in the land records of
the county recorder's office in the county where the airport is located.

(B) Acquisition of Avigation Easements: The Sponsor shall obtain a
qualified attorney's title opinion to assure that the Sponsor has obtained the required
interest in and to the easements to be acquired, free and clear of any encumbrances
that would be incompatible with or would interfere with the exercise and enjoyment by
the Sponsor of the rights and interests conveyed, and that the grantors of easements
constituted all of the owners of the land affected by the easements.

(C) Land Cost Reimbursement by Federal Government Use as Local
Share Only: Since it is the intent of the state of Missouri that funds provided under this
Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and
agrees that it will not request reimbursement from the United States Government for the
cost of land acquired with the funds granted under this Agreement; provided, however,
that nothing in this paragraph shall be construed to prevent the Sponsor from using all
or any part of the acquisition cost of this land to make up its share of eligible project
costs incurred under any airport development grant from the United States Government.

(D) Aeronautical Use: If land interests are not used for aeronautical
purposes within five (5) years, the Sponsor shall at the request of the Commission
return the full amount of those grant funds used to purchase the land interests. The
Sponsor may request an extension of this time period in writing to the Commission.

(29) AIRPORT USE: The Sponsor agrees to operate the airport for the use
and benefit of the public. The Sponsor further agrees that it will keep the airport open to
all types, kinds, and classes of aeronautical use on fair and reasonable terms without
discrimination between such types, kinds and classes. Any proposal to temporarily
close the airport for non-aeronautical purposes must first be approved by the
Commission. Otherwise, at no time shall the airport be closed to accommodate a non-
aeronautical event or activity.

(30) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and
maintain in a safe and serviceable condition the airport and all connected facilities which
are necessary to serve the aeronautical users of the airport other than facilities owned
or controlled by the United States. The Sponsor further agrees that it will not permit any
activity on the airport's grounds that would interfere with its safe use for airport
purposes. Nothing contained in this Agreement shall be construed to require that the
airport be operated for aeronautical uses during temporary periods when snow, ice, or
other climatic conditions interfere with safe operations.

-6-

IV. B. 8.
(31) 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 on the airport will conform to Federal Aviation Administration (hereinafter, "FAA") regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

(32) 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.

(33) 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 Commission concurs that such adaptation is appropriate considering safety, economy and efficiency of operation.

(34) 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.

(35) 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.

(36) 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) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.
(B) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(37) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the Notice to Proceed documentation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(38) 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 (available on MoDOT's aviation section website), 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.

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

(39) 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.

(40) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six updated Airport Layout Drawings (ALD’s) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

(41) 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 or lengthening of an existing runway or construction of a new runway.

(42) **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 electronically 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. Electronic submittal of FAA form 7460-1 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.

[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

Title ______________________

CITY OF ROLLA

By ______________________

Title ______________________

Attest:

By ______________________

Title ______________________

Approved as to Form:

Title ______________________

Ordinance No. __________________
(If applicable)
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Discussion on Airport Grant for “Business Plan Development”


COMMENTARY: Rolla is the first Missouri City to qualify for the State Aviation Trust funding for an Airport/Community Marketing Plan to support the aviation investment at RNA. The Plan will address the following objectives:

1) Craft a focused 5-year marketing strategy
2) Identify target industries and a list of company prospects
3) Audit past planning efforts of the Airport, City, and RREC
4) Map messages for electronic and print communications
5) Create a tactical marketing strategy

Aviation has been working with Blane, Canada and Research Consultants International on the scope of work. RREC will be coordinating this project utilizing a Task Force of business professionals for input throughout. In addition to the Task Force, the process will include meetings with focus groups to determine current business conditions, perceptions, trends, and future potential. With Council consent, Mayor Magdits and RREC recommend the following Task Force:

Steve Bowles (Farmers Insurance; RCDC)
John Butz (City of Rolla)
Tony Floyd (Intercounty Electric – E.D.)
Steve Jung (Mo Sci; City Council)
Mayor Lou Magdits (Doe Run; RREC)
Ed Schmidt (Baron Aviation; Airport Board)
Jim Sowers (RCDC; Airport Board)
Loretta Wallis (Brewer Science; PR)

It is anticipated that the Plan will take 4-6 months to complete.

Recommendation: Motion to approve the Task Force to support the Business Plan Development. We request approval of the Ordinance after final reading of the Grant Agreement. 1st 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 STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND JVIATION, INC.

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 State Aviation Trust Fund Project Consultant Agreement between the City of Rolla, Missouri, and Jviation, Inc., a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

\[IV. 2\]
STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT
(Revision 01/01/11)

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

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Rolla National 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 20(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.

Rev. 01/01/11
(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 20(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 (11) of this Agreement.

(G) "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.

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

(I) "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.

(J) "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.

(K) "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.

(L) "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) **SUBCONSULTANTS:**

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

**EXCEPTIONS (subconsultant information):**

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<tr>
<th>FIRM NAME</th>
<th>COMPLETE ADDRESS</th>
<th>NATURE OF SERVICES</th>
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<tbody>
<tr>
<td>Blane, Canada Ltd</td>
<td>P.O. Box 4408</td>
<td>Business Planning</td>
</tr>
<tr>
<td></td>
<td>Wheaton, IL 60189-4408</td>
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(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT, 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 (8), entitled "Fees and Payments".

(F) 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.

(8) 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 $53,603.07, 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 additves.

4. The additions to productive salaries for Items 8(C) 1 and 2 will be established based on the latest audit.

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

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

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

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

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

(9) PERIOD OF SERVICE:

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

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

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

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

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

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

4. Court proceedings;

5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

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

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (8)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and
schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

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

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

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

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

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

3. Any material contract breach by the Sponsor.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:
A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

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

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

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

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

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

III. Paragraph (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with AutoCAD 2012 (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.
2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

(C) If the Consultant has a claim for payment against the Sponsor
which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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

(E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or stopped by the claims procedure in paragraphs 12 (C) and (D).

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

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

(14) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(15) **INSURANCE:**

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

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

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

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

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

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

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

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

(E) Any insurance policy required as specified in paragraph (15) shall be written by a company, which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a
company authorized to issue such insurance in the State of Missouri.

(16) **CONSTRUCTION PHASE OF THE PROJECT:** -- NOT USED

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

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

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

(17) **MISSOURI NONDISCRIMINATION CLAUSE:** The Consultant shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Consultant shall also comply with all state and federal statutes applicable to Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

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

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

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

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

| NAME AND TITLE OF SPONSOR'S REPRESENTATIVE | Mr. John Butz, City Administrator |
| SPONSOR'S NAME | City of Rolla |
| SPONSOR'S ADDRESS | 901 North Elm Street Rolla, MO 65401 |
| PHONE | 573.426.7948 Rolla FAX |
| E-MAIL ADDRESS | jbutz@rollacity.org |
The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant’s representative, as follows:

| NAME AND TITLE OF CONSULTANT’S REPRESENTATIVE | Joe Pestka, Sr. Program Manager |
| CONSULTANT’S NAME | Jviation, Inc. |
| CONSULTANT’S ADDRESS | 931 Wildwood Drive, Suite 101 Jefferson City, MO 65109 |
| PHONE | 573.636.3200 |
| FAX | 573.636.3201 |
| E-MAIL ADDRESS | Joe.Pestka@jviation.com |

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

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

(22) CONFIDENTIALITY: The Consultant agrees that the Consultant’s services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant’s services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant’s services or to any information which (1) is already in the public domain or is already in the Consultant’s possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.
(23) **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(24) **SEVERABILITY AND SURVIVAL:**

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

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

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

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

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

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

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

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

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

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

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

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

Executed by the Consultant the 15th day of February, 20__.

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

Sponsor:
City of Rolla, Missouri

Consultant:
Jviation, Inc.

By: ___________________________ Signature

Title: __________________________

By: ___________________________ Signature

Title: Principal

ATTEST:

By: ___________________________ Signature

Title: Project Coordinator

Rev. 01/01/11
EXHIBIT I

PROJECT DESCRIPTION

1. Develop Airport Business Plan.
EXHIBIT II

SCOPE OF SERVICES

Rolla National Airport
Rolla, Missouri
Airport Business Plan

This project will consist of preparing an airport business plan for the Rolla National Airport. Key components of the study will include:

Craft a focused five-year strategy.
Identify target industries and a list of companies.
Audit past plans, research, materials and messages of the Rolla National Airport, City of Rolla, Rolla Regional Economic Commission (RREC) and regional allies.
Map messages by game stage for electronic, print, and written communications.
Align the tactical plan with strategies, goal, and resources.

It is anticipated that the majority of the services will be provided by Blane, Canada Ltd. A copy of their scope of services is attached. Jviation will provide the following services:

Project development: This task consists of development of a project scope of services and agreement and coordination with the City of Rolla, the RREC, the Rolla National Airport, the Missouri Department of Transportation (MoDOT) and Blane, Canada, Ltd.

Project coordination: Throughout the development of the project, coordination will be required with the City, the RREC, the Rolla National Airport, MoDOT and Blane, Canada, Ltd.

Project administration: As appropriate, Jviation will prepare and distribute project related documentation.

Project Oversight: Jviation will perform general oversight responsibilities related to project performance and schedule. It is anticipated that a representative from Jviation will attend one (1) project status meeting at the City of Rolla during the course of the study.
Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: [http://www.faa.gov/airports/resources/advisory_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/).

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<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits</td>
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<td>FAA Specification for L-823, Plug and Receptacle, Cable Connectors</td>
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<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
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<td>Specification L-854, Radio Control Equipment</td>
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<td>Specification for Discharge-Type Flasher Equipment</td>
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<td>Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems</td>
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<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
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<td>Airport Signing &amp; Graphics</td>
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<td>Access to Airports by Individuals with Disabilities</td>
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<td>Airport Pavement Management Program</td>
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<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
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Exhibit IIA-3
| 150/5390-2C   | Heliport Design                              |
| FAA           | 910 - Predesign Conference                   |
| FAA           | 920 -- Engineer's Report (& Pavement Design) |
| FAA           | 950 -- Sponsor Modifications to FAA Standards|
| FAA           | 960 -- Operational Safety on Airport During Construction |
| FAA           | 1040 -- Preconstruction Conference           |
| FAA           | 1100 -- Runway Commissioning                 |
| FAA           | 1310 -- Environmental Site Assessment        |
| FAA           | 1750 - Pavement Maintenance                  |
| FAA           | Engineering Briefs                           |
| MoDOT         | MoDOT DBE Program                            |

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

SERVICES PROVIDED BY THE SPONSOR

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

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

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

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

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

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

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

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

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


10. Designate contact person (see paragraph 20-A).

11. Pay costs for title searches.
EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN
**DERIVATION OF CONSULTANT PROJECT COSTS**

**ROLLA NATIONAL AIRPORT**

**ROLLA, MISSOURI**

**AIRPORT BUSINESS PLAN**

January 20, 2016

---

1 **DIRECT SALARY COSTS:**

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<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
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Total Direct Salary Costs = $1,624.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.32% = $3,188.24

3 **SUBTOTAL:**

Items 1 and 2 = $4,812.24

4 **PROFIT:**

15% of Item 3 Subtotal* = $721.84

*Note: 0-15% Typical

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

- Mileage 120 Miles @ $0.575 / Mile = $69.00
- Meals 0 Days @ $0.00 / Day = $0.00
- Motel 0 Nights @ $0.00 / Night = $0.00
- Computer 0 Hours @ $0.00 / Hour = $0.00
- Misc. Materials and Supplies = $100.00

Total Out-of-Pocket Expenses = $169.00 Not to Exceed

6 **SUBCONTRACT COSTS:**

- Blane, Canada Ltd. = $47,500.00
- Name of firm: type of work = $0.00
- Name of firm: type of work = $0.00

= $47,900.00 Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $53,603.67 Not to exceed

---

Exhibit IV - 1 updated 12/2011
### Exhibit V - Planning Services and Business Plan fees

**AIRPORT:** Rolla National  
**LOCATION:** Rolla, Missouri  
**PROJECT DESCRIPTION:** Airport Business Plan

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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Sr. Consultant</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Associate Engineer</th>
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<th>Utility/ Surveyor</th>
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**Direct Labor Cost:** $1,624.00  
**Overhead (% of Direct Labor Cost):** 15.32%  
**Total Labor Cost:** $1,812.24  
**Fixed Fee (% of Total Labor Cost):** 15.00%  
**Subtotal:** $3,814.07  
**Nonlabor Expenses:** $5,534.07  
**Total Cost:** $9,348.14  
**Independent Fee Analysis:** $169.00  
**Negotiated Fee:** $5,703.07

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**Direct Labor Cost:** $1,624.00  
**Overhead (% of Direct Labor Cost):** 15.32%  
**Total Labor Cost:** $1,812.24  
**Fixed Fee (% of Total Labor Cost):** 15.00%  
**Subtotal:** $3,814.07  
**Nonlabor Expenses:** $5,534.07  
**Total Cost:** $9,348.14  
**Independent Fee Analysis:** $169.00  
**Negotiated Fee:** $5,703.07

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Blane, Canada Ltd.

Proposal

Exhibit IV and Exhibit V
Proposal for
Lead Generation & Matchmaking Services

Prepared for:
Rolla Regional Economic Commission
Ms. Cyndra Lorey, Executive Director
Date: 12-18-2015

5555 Westminster Avenue, Suite 414 • Côte Saint Luc, Québec, Canada • H4W 2J2
Phone: 1-514-488-3168 • Email: bruce@researchconsultantsinternational.com
Executive Summary

Research Consultants International FDI, Inc. is a specialized market research firm that offers customized services for economic development organizations and regional promotion agencies worldwide that are intended to identify and capture direct investment opportunities. Our experienced team of economic development and research consultants has generated leads and investment projects for more than 100 economic development organizations. We put our clients in front of corporate decision makers seeking to expand or relocate their organizations to a new geographic location. We’re focused on helping you create important business relationships that will serve to grow awareness off your region and promote its economic strengths, and ultimately, increase direct investment in your region. Our research methodology is a collaborative team effort that promotes primary data collection and client/consultant on-going feedback, in order to ensure that the highest qualified leads meet client goals and expectations.

We can also work with your region’s leading companies and business leaders in helping identify new B2B sales, partnership, M&A and growth opportunities. Our team breaks down the individual customized criteria of each unique firm and maximizes target outreach initiatives on their behalf.

Our tailored suite of research services includes: Meetings and matchmaking, lead generation, qualification & client retention, event planning, e-marketing, customized database development, strategic planning, B2B prospecting, merger & acquisition research and representation. We use our robust database, C-level management contacts, collaborative methodology, and experience developing business outreach initiatives worldwide to optimize your region’s investment attraction strategy. With a guaranteed exclusivity of research and leads and our comprehensive research approach, we’ll provide you competitive, fresh intelligence that gets you in the right place, at the right time. We’re so confident in our rigorous direct outreach process, you have the power to reject or accept a lead after you review a full summary of the information we’ve gathered.

We focus exclusively on working with economic development organizations. All members of the team have comprehensive backgrounds in economic development and marketing regions. We have experience in delivering results in high-growth industries including aerospace and aviation, advanced manufacturing, clean technology and renewable energy, biotechnology and life sciences, mining, ag/food manufacturing, software & information technology, data centers and financial services. With team members fluent in numerous languages and worldwide market experience in North America, South America, Asia, the Middle East, Europe, and Australia, we can connect your region to the rest of the world.

We deliver results. Our team has more than 50 years of combined experience in professional business development and have generated leads with a value totaling more than $1 billion in new investments. With us, you will receive the experience and expertise of our entire team on your project and with our 24-hour customer service, a team member will always be available to attend to your needs.
Generated leads for more than $1 BILLION in new investments

Fluent in numerous languages
- English
- French
- Spanish
- Italian
- Hebrew

Organized meetings with
Fortune 500 companies
on behalf of economic development organizations

50 YEARS of combined experience in professional business development

Worldwide market experience
- North America
- South America
- Asia
- Europe
- Australia
- Middle East
1. About Research Consultants International

Headquartered in Montréal, Québec with a U.S. representative office in Eugene, Oregon, Research Consultants International is a market research firm that specializes in providing customized services to economic development organizations around the world. With an experienced team of economic development consultants, we have generated leads and investment projects for more than 100 economic development organizations to date. Research Consultants International’s robust database, C-Level management contacts, collaborative methodology, and experience developing business outreach initiatives worldwide serve to optimize your region’s inward investment strategy.

Focused on working exclusively with economic development organizations.

Our clients benefit from our collaborative approach. We engage our entire team’s expertise for each mandate, meaning clients get attention from the very top levels of the company. We solicit ongoing client feedback to ensure that clients get the highest qualified leads that meet their expectations. With 24-hour customer service, clients can be sure that a Research Consultants International team member will always be available to respond to their needs.

24-hour customer service

We’re driven by results. We use our comprehensive methodology to provide you with meaningful interactions with C-level executives of expanding companies that are the right fit for your region. In fact, our clients only pay for the leads they want. Once we give you the results of our comprehensive research, you can choose to reject or accept the lead.

Research Consultants International is focused on providing high quality services with a flexible, client-friendly pricing structure designed to help create important business relationships that will serve to grow awareness of your region, promote its economic strengths and ultimately grow your pipeline of investment prospects.
2. About the Proponent

The Rolla Regional Economic Commission plays a key role in promoting the Rolla-St. James region as an investment destination in the state of Missouri and beyond. The region, which is home to major employers such as Brewer Science, MO-SCI, Royal Canin, Tacony Corporation, Wal-Mart, St. James Winery and ESDEMC Technology, boasts a number of key assets. Those assets include the presence of Fort Leonard Wood and the Missouri University of Science and Technology, a strategic location along I-44, a skilled, committed workforce and robust workforce training programs, low taxes and generous financial incentives, comprehensive and affordable access to utilities, a high quality of life, as well as availability of land and facilities and in particular, location assets such as the HyPoint Industrial Park, Rolla Airport Industrial Park, St. James Industrial Park and Innovation Park.

The challenge, traditionally, is to make sure potential investors are both aware of the region and its strengths, as well as the assistance that is available to them. Research Consultants International firmly believes that its services can help meet those challenges by identifying said potential investors and promoting the region directly to them in a highly targeted manner, ultimately resulting in greater exposure and visibility that will help inform decisions concerning direct investment in both the U.S. Midwest & Southeast, and in the State of Missouri specifically.
3. The Research Consultants International Difference

Research Consultants International has a vision — it’s to help you achieve yours. We specialize in offering customized services to worldwide economic development organizations, putting them in front of corporate decision makers seeking to expand or relocate their business. We offer an all-inclusive service; there are no hidden costs.

**Competitive fresh intelligence**
that gets you in the right place, at the right time.

Delivered results for more than 100 economic development organizations worldwide

**HANDS-ON APPROACH**
from our experienced team of economic development experts

**all-inclusive service with no hidden costs**

**GUARANTEED EXCLUSIVITY**
OF LEADS AND RESEARCH

RESEARCH CONSULTANTS INTERNATIONAL
4. About Our Services

Meetings/Matchmaking Services

Research Consultants International analyzes target companies and comprehensively interviews C-level executives in order to identify one-on-one meeting opportunities between you and executive decision makers of expanding companies that fit your region’s criteria. We offer all-inclusive services, taking care of all the necessary advanced planning, research, and agenda management. We can:

- Enhance your planned trade show presence or economic development mission by scheduling additional face-to-face meetings with executives, allowing you to make the most of your travel.

- Recommend and plan complete, industry-specific economic development missions to regions chosen based on synergies with your area’s economic strengths. We can also schedule meetings on a one-off basis or on a monthly or yearly timeline to ensure a continuous flow of leads and a full pipeline of investment prospects.

- Schedule phone or online meetings to provide a global reach without the high travel costs.

- Annual meeting planning around targeted events, regions and conferences that match your organization’s goals and objectives.

Database Development Services

For organizations wishing to engage in target outreach independently of a consultant, Research Consultants International can assist by providing comprehensive database development based on a variety of factors, including industry sector, company size & location. Database development typically includes direct company decision maker contact information, size & revenue, existing locations and general company activity details. Database development services include a qualitative analysis of all identified companies, in order to ensure a relevance & direct fit with an organizations target criteria for investment promotion.
5. Proposed Services

Research Consultants International proposes to comprehensively survey companies within the Rolla Regional Economic Commission's targeted industry sectors of: 1) Arms and Weapons Manufacturing, 2) Bio-Glass and 3) High-Tech Manufacturing. The target geographic regions are to be determined. The goal will be the scheduling of 12 meetings with qualified prospects, with an average of 4 meetings in each of the three targeted sectors.

Prospects are to be defined as decision makers of companies that are actively growing and are either considering, or planning to expand their operations in the U.S. Midwest or Southeast, and for whom the state of Missouri, and the Rolla-St. James region in particular are of particular interest, and therefore wish to schedule an appointment in order to learn more about the area, its advantages and the benefits of locating in it.

In addition to the 12 meetings, Research Consultants International also proposes to create a database of the 100 best prospects identified as part of the overall research efforts. This database will reflect those companies best deemed as a fit for the Rolla-St. James region, and will include specific contact details. The information contained in the database can be utilized to help with future direct marketing efforts.

6. Our Approach and Methodology

Our methodology revolves around putting economic development organizations in the right place at the right time. We use our robust database, C-Level management contacts, collaborative methodology, and experience developing business outreach initiatives worldwide to optimize your region’s investment promotion strategy.

Our team believes in comprehensively interviewing companies by phone and gathering all important details concerning expansion, new capital investment and learning about new trends. We then cross reference this data with information from our internal database and secondary data from business journals, newspapers, social media and studies. Once we have gathered the initial information, we then survey the identified company a second time in order to gather information on behalf of our client. This information includes time frame and size of the project, as well as intimate details of each individual company’s project and expected job creation. During the second phase of the validation process, we determine if the company fits the client’s criteria for a one on one meeting.

Once a meeting is qualified, the client receives a comprehensive meeting summary that details all pertinent information. The summary is a collection of all qualified primary data collected and helps clients prepare customized presentations as the first step towards attracting inward investment.
Research Consultants International typically implements the following strategy in order to meet our client's objective of meeting with qualified companies.

1. **Awareness Campaign**

   Research Consultants International conducts an awareness campaign during the first weeks of the lead generation effort, explaining the strategic advantages of locating in your region and measuring decision makers' attitudes and opinions. This includes comprehensive phone interviews and email correspondence with C-level executives of targeted companies.

   The awareness campaign serves as a promotional tool, explaining the strategic advantages your organization can offer to an expanding company. We gauge existing awareness of your region's business climate and document responses after its value proposition has been explained, allowing us to tailor additional direct communications throughout the lead generation process.

2. **Customized Email Campaign**

   Based on the information gathered during the awareness campaign and in the weeks leading up to lead qualification, our team will send weekly customized messages to decision makers of qualified companies. These pivotal messages will communicate different advantages of your region and will be customized to the unique needs of each company.

3. **Meeting Qualification**

   In concurrence with the email campaign, Research Consultants International will comprehensively interview decision makers on behalf of your organization about upcoming expansion initiatives. Our team will ask company decision makers about the type of project being considered, time frame of project, budget, number and type of employees needed and inform your organization's personnel about what kind of assistance the company needs as it finalizes its decision (information on the existing local industry, the region/country's business climate, incentives, services and real estate). All meetings scheduled will be in accordance with your regional, industry and company size criteria.
Through our rigorous information-gathering process we:

- **Comprehensively interview** companies by phone, gathering important details concerning expansion, new capital investment and current trends.
- **Cross-reference** information from our internal database as well as business journals, studies, newspapers, and social media.
- **Leverage existing internal database** and critical information derived during past research efforts. This includes information about companies that have already expressed an interest in expanding to your region that Research Consultants International was not able to assist as it did not represent the region in which interest was expressed at the time.
- **Conduct secondary phone interviews** with companies to gather further specific project details including project time frame and expected job creation, determining if the company fits the client’s criteria.
- **Compile comprehensive one-page summaries** for all companies that fit the client’s criteria for a one-on-one meeting (including company annual revenue, number of employees, decision-maker contact information, details of expansion project, and time and date of qualified meeting). The summaries are a collection of data derived from phone, email and social media interaction.
- **Schedule and build an itinerary** of all client-approved meetings and manage your agenda to satisfy both parties availability to meet. We will also update you with any logistics changes or cancellations.
- **Send** the completed itinerary before the scheduled show and manage your calendar while you travel.
- **Provide weekly and monthly updates** to the client throughout the entire process.
Research Consultants International Lead Generation Process

As the likelihood of a new expansion initiative to your region is greater if the company does not currently have a local presence, Research Consultants International searches for companies that have a connection to your region but do not have a location there. This could include companies that:

- Supply their products to customers in your region yet do not currently have a local presence.
- Do business with companies in your region but through a different location altogether.
- Do business with companies in your region/country but not in your immediate area.

In order to identifying target companies that are more likely to expand to your region, Research Consultants International uses a tiered target approach (listed in order of priority):

- Companies that do not have a presence in your continent.
- Companies that do not have a presence in your country.
- Companies that do not have a presence in your part of the country.
- Companies that do not have a presence in your state.
- Companies that do not have a presence in your immediate region (county, city, etc.).
7. Our Industry Results

Aerospace and Aviation

- Comprehensively interviewed decision makers at industry-specific trade shows including MRO Show, NBAA, Paris Air Show, Farnborough Airshow, Latin America Aerospace & Defense (LAAD) Singapore Air Show and Heli-Expo.
- Extensively surveyed companies in Europe, Canada, Seattle, Wichita, Southern California and the mid-Atlantic region.
- Scheduled 25 qualified meetings on behalf of the Brunswick & Glynn County Development Authority (Georgia) at the 2012 & 2013 MRO Americas and NBAA trade shows.
- Scheduled more than 30 meetings in the past year with European, Middle Eastern and South American firms seeking to expand operations in North America.
- Helped attract 4 Boeing suppliers to expand or relocate to South Carolina’s Aerospace cluster (Impresa, Kaman Engineering, Pacific Rim Aerospace and A&M Precision).
- Organized 13 qualified aerospace-related meetings as part of an investment attraction mission to Brazil on behalf of the Charleston Regional Development Alliance.
- Organized the 2014 Montreal Aerospace Forum breakfast seminar on behalf of Invest in Andalucia, Spain which attracted 40 aerospace decision makers to an investment summit which outlined the advantages of investing in Spain.
- Scheduled and qualified 15 qualified meetings on behalf of the Oklahoma Department of Commerce at the Paris Air Show in 2015.

Advanced Manufacturing

- Comprehensively interviewed decision makers at industry-specific trade shows including Medical Device & Manufacturing East and West, IMTS, SAE, SEMA, Fabtech, MINExpo, Pack Expo, Hannover Messe, Ceramics Expo, Plastec & ATX.
- Scheduled more than 200 meetings with California-based manufacturers looking to relocate/expand to others states.
- Scheduled over 100 meetings in the Automotive sector
- Scheduled meetings across Europe with manufacturers looking to expand their operations to North America.
Mining

- Comprehensively interviewed companies at industry-specific trade shows including Mine Expo, IMEX, the Elko Mine Show and PDAC.
- Scheduled more than 75 meetings on behalf of various regions with companies in North America, Latin America, Europe and Australia.
- Led trade-focused initiatives in the mining sector on behalf of Export Québec.

Clean Technology/Renewable Energy

- Qualified 150 meetings between 2010-2014 on behalf of the Ontario Clean Technology Alliance (OCTA) with clean energy companies, which directly led to five companies establishing a physical presence in Ontario.

Information Technology, Financial Services, Data Centers

- Comprehensively interviewed decision makers at industry specific trade shows including E3 Expo, Interop, NAB Show and Game Developers Conference and Data Center World.
- Comprehensively interviewed exhibitors and attendees at the Money 20/20 Conference.
- Scheduled a meeting with UK-based software developer Frontier Studios in July 2012 on behalf of the Province of Nova Scotia, which directly led to Frontier’s expansion to the province the following month.
- Scheduled 10 qualified meetings on behalf of the Ontario Technology Corridor with New York-based software and financial services firms.
- Scheduled more than 50 meetings on behalf of Invest Québec with U.S. and Canadian companies considering expansion in the province.
- Scheduled 25 meetings with companies interested in collaboration with AURP and Canadian Research Parks.
Biotech/Life Science & Ag/Food Manufacturing

- Identified capital investment opportunities at industry specific trade shows including: Medical Device & Manufacturing, BIO International, BIO-Europe, Medica, World Ag Expo, Anuga, IFT, Sial, Interphex & Biotech.
- Scheduled investment attraction meetings with worldwide companies on behalf of Canada's Association of University Research Parks (AURP Canada) at the 2013 Bio International Convention.
- Qualified Biotechnology leads on behalf of Invest Quebec.
- Scheduled 30 direct capital investment opportunities on behalf of a Washington State-based EDO with companies looking to expand in the U.S. Pacific Northwest at the Process Expo, World Ag Expo and Natural Foods Shows.
- Qualified 10 meetings at IFT for State of Indiana economic development entities.
8. Company Management

Bruce Takefman, President
Bruce Takefman, founder and president of Research Consultants International, leads a seasoned and enthused team that provides economic development consulting for some of the world’s most prominent EDOs. Bruce understands international markets, having worked with clients based across the United States, Canada, Europe, South America and Asia. Bruce’s work amongst different continents enables him to maximize the potential for his clients to seize global opportunities.

Bruce’s experience has led him to work extensively with a wide array of clients touching upon various industries such as the biotech and agriculture, aerospace and aviation, IT, financial services, medical, advanced manufacturing, and renewable energy sectors among others. His work to date and large network has led to millions in new investment opportunities for regions around the world.

Furthermore, Bruce possesses a strong knowledge of trade shows, having helped prepare clients to attend some of the world’s most prestigious shows. Bruce leverages these networking opportunities for his clients by securing meetings with upper management executives. Bruce earned his Bachelor of Commerce from the John Molson School of Business at Concordia University in Montréal, Québec. He earned his major in marketing. Bruce is a proud member of the International Economic Development Council (IEDC).

Adam Solomon, Vice President, Business Development
Adam Solomon brings a wealth of knowledge and experience to Research Consultants International. Since joining the firm in 2011, Adam has served as VP of Business Development, overseeing the implementation of company-wide research strategies and strict quality control measures for client deliverables.

Simply put, Adam understands the business. He offers over five years of economic development consulting and research experience across a multitude of roles throughout his career. Adam has closely with Research Consultants International clients in helping secure significant corporate investments.

Adam’s work also includes mandates with Fortune 500 companies worldwide. He was born in Israel and speaks three languages (English, French & Hebrew), priding himself on understanding global business climates and knowing how to work with key decision makers from international companies.

His work across a wide range of industries includes aerospace, renewable energy, software, and advanced manufacturing. Adam earned a degree in international business from Dawson College in Montréal, Québec. Adam is a proud member of the International Economic Development Council (IEDC).
9. Our Success Stories

We have worked with economic development organizations from all over the world. Below are just a few of some of the clients we've worked with to successfully enhance their inward investment strategies and some of the outcomes we've helped them achieve.
Recent Successes

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<tr>
<th>PROJECT</th>
<th>OUTCOMES</th>
<th>HOW WE MADE A DIFFERENCE</th>
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<td>Recruiting CA-based component manufacturer Impresa Aerospace (July 2015) to expand into Charleston, South Carolina</td>
<td>• Immediate creation of 72 positions</td>
<td>Initial meeting took place in March 2015 at the SpeedNews Conference in Beverly Hills, California</td>
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<td>Recruiting Gorilla Group, a Chicago-based IT firm to locate Canadian offices in Montréal, Québec</td>
<td>• Establishment of Montréal, Québec office in December 2013</td>
<td>Initial meeting in December 2012 at company’s headquarters in Chicago, IL.</td>
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<td>Recruiting Quaker City Plating Ltd., a California-based aerospace finishing firm, to locate its East Coast operations in Brunswick County, Georgia</td>
<td>• Creation of 100 new jobs in Montréal, Quebec</td>
<td>Meeting took place with the company CFO at the 2012 National Business Aviation show, recommended by Research Consultants International due to existing synergies with Gulfstream Aerospace in Brunswick County, GA.</td>
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<td>Recruiting Kaman Aerospace, a Connecticut-based component manufacturer, to locate in Charleston, South Carolina</td>
<td>• Announced its establishment of a new facility in Brunswick County, Georgia in July 2013</td>
<td>Meeting took place at company’s offices in Everett, WA in May 2013; region was targeted due to synergies with Boeing in Charleston, SC.</td>
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<td>Recruiting Pacific Rim Aerospace, a Kirkland, Washington-based aerospace engineering firm to locate in Charleston, South Carolina</td>
<td>• Established an office in Charleston, SC in February 2014</td>
<td>Meeting took place at company’s offices in Kirkland, WA in May 2013; region was targeted due to synergies with Boeing in Charleston, SC.</td>
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<tr>
<td>Recruiting Road King Technologies, a Montreal, QC-based fleet management solutions provider to locate in Oakland, Maine</td>
<td>• Established an office in Charleston, SC in May 2014</td>
<td>Meeting took place with the company’s President in its offices in April, 2014 during a KRDA road show mission to Montreal.</td>
</tr>
<tr>
<td></td>
<td>• Will create 100 new jobs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Announced the opening of a U.S. headquarters in November 2014, creating 15 to 20 positions by the end of 2015</td>
<td></td>
</tr>
</tbody>
</table>

10. References

Research Consultants International personnel have worked with over 100 economic development entities. Recent ones most notably include:

- Southwestern Ontario Marketing Alliance (SOMA)
  Contact: Mr. Sean Dyke, Economic Development Manager
  Phone: 519-631-1680 ext. 4104 Email: sdyke@st-thomasedc.on.ca

- Charleston Regional Development Alliance (SC)
  Contact: Ms. Becky Ford, Manager, Global Business Development
  Phone: 843-760-4531 Email: bfdord@crda.org

- Kennebec Regional Development Authority
  Contact: Mr. Brad Jackson, Executive Director
  Phone: 207-859-9716 Email: bjackson@firstpark.com
11. Meetings/Matchmaking Fee Structure

Meeting/Matchmaking services are comprehensive and include the following:

- Lead generation.
- Exclusivity of all research and leads.
- Cross referencing industry and regional targets with Research Consultants International's proprietary database.
- Meeting scheduling with qualified companies that match the Rolla Regional Economic Commission's preferred criteria.
- Direct phone numbers of all contacts who have scheduled a meeting.
- Meeting confirmations 3-5 days prior to event.
- Lead/meeting summaries that include full project details.
- Weekly and monthly project updates.
- Follow-ups with previously identified leads when requested.
- Emails sent to decision makers in deriving information and promoting the region.
- All staff time and long distance charges.

Research Consultants International proposes to research the Rolla Regional Economic Commission's targeted industry sectors, survey companies within them that have a capacity and a requirement for growth, identify those that have a need to expand or relocate their operations, and schedule appointments with those that indicate a specific interest in the Rolla - St. James region, as well as a desire to learn about its value proposition.

Research Consultants International proposes to identify 12 such companies (at an average of 4 per targeted sector), based on the organization's criteria for investment promotion and within the designated time frame, for a total cost of $11,400.00 USD. Research Consultants International also proposes to build a comprehensive database of 100 companies and their executive decision makers, based on Rolla's targeted industry sectors and geographical regions, for a cost of $1,600.00 USD. Research Consultants International proposes to provide the above-described services for a total cost of $13,000.00 USD.
**EXHIBIT IV**

DERIVATION OF CONSULTANT PROJECT COSTS

ROLLA NATIONAL AIRPORT

ROLLA, MISSOURI

DESIGN/BIDDING SERVICES

January 20, 2016

1 **DIRECT SALARY COSTS:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
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<tr>
<td>Senior</td>
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<td>Associate</td>
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<tr>
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<td>Geologist</td>
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<tr>
<td>Secretary</td>
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</tr>
</tbody>
</table>

Total Direct Salary Costs = $31,150.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 0.00 % = 0.00

3 **SUBTOTAL:**

Items 1 and 2 = $31,150.00

4 **PROFIT:**

0 % of Item 3 Subtotal*

*Note: 0-15% Typical

Subtotal = $31,150.00 Lump Sum Fee

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

a. Mileage
   Miles @ $0.575 / Mile = $0.00
b. Meals
   4 Days @ $51.00 / Day = $304.00
c. Motel
   6 Nights @ $89.00 / Night = $534.00
d. Airfare/airline co
   3 Rd Trip @ $635.00 / Night = $1,905.00
e. Car Rental + fue
   3 @ $165.00 / Night = $495.00
f. Miscellaneous
   $510.00

Total Out-of-Pocket Expenses = $3,750.00 Not to Exceed

6 **SUBCONTRACT COSTS:**

a. Research Consultants International = $13,000.00
b. Name of firm: type of work = $0.00
c. Name of firm: type of work = $0.00

= 13,000.00 Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $47,900.00 Not to exceed

---

Exhibit IV - 1 updated 12/2011
### Blane Canada Ltd.

#### SUMMARY FEE PROPOSAL

<table>
<thead>
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<th>Objective</th>
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#### DETAILED HOURLY FEE PROPOSAL

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</tbody>
</table>

#### Miscellaneous

- Miscellaneous (phone, supplies, copies, etc.): $1,500.00
- Auto Rent + Fuel: $950.00
- Lodging: $554.00
- Meal Per Diem: $206.00
- Travel and Luggage Costs: $570.00

**Total: $11,090.00**
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 lime schedule:

BASIC SERVICES

A. Airport Business Plan

Six months upon receipt of NTP from Sponsor
Blane, Canada Ltd.

Proposal

Exhibit IV and Exhibit V
Rolla National Airport
City of Rolla

Impact Business Plan

2 November 2015
Updated

Eric P. Canada
Blare, Canada Ltd.
Rolla National Airport
City of Rolla

Impact Business Plan
Current Situation

Strong global trends have had a dramatic impact on local economies in the US. The domestic and global competition has local airports scrambling to find better ways to organize and execute cost effective strategies.

The implications for airport authorities have been significant and real. Yet, authorities have been slow to respond. Many strategies and tactics are still drawn from playbooks written in 70's. Little has changed. Trend hopping is rampant. Focus is an afterthought.

Airport aviation and non-aviation property development planning is generally ineffective when strategies change with the seasons or are inconsistent. These approaches rely on luck to justify expensive marketing activities with minor impact. Airports offering unique products struggle to be like everyone else.

The recent decision by Brewer Science to build its headquarters facility at Rolla National Airport and the associated infrastructure extensions create new opportunities for business attraction at the airport. With this new opportunity, leadership recognizes the need for a business plan that will tie into local and regional economic development activities. The airport plan must:

- Highlight the 70-acre Rolla National Airport Technology & Research Park
- Integrate plan and activities with the Rolla Regional Economic Development Commission and the Missouri Partnership, Missouri’s statewide marketing and business recruitment organization as well as Missouri Economic Development Department and other potential allies
- Bring together and/or coordinate disbursted elements with economic development
- Set a path for increasing economic opportunities

The next step is to define the strategy and support the strategy with appropriate tactics designed to reach audiences that can generate economic activity and jobs on available property at the airport.

The City of Rolla and the Rolla Regional Economic Development Commission (RREC) staff has been working with the airport management. They have invited Biane, Canada Ltd to submit a proposal to create a business plan and initial draft materials for the airport opportunity.

Assignment Objectives

Objective 1: Craft a focused five-year strategy.

Objective 2: Identify target industries and a list of companies.

Objective 3: Audit past plans, research, materials and messages of the City of Rolla, RREC and regional allies then, review new web site.
Objective 4: Map messages by game stage for electronic, print, and written communications.

Objective 5: Align the tactical plan with strategies, goals, and resources.

Objective 1: Craft a Focused 5-Year Strategy

It is no mistake that successful business-to-business marketer’s share four characteristics:

- A vision for the future.
- Strategy designed around the product and prospect’s needs, not the marketer’s desire.
- Consistent long-term focus.
- Understand the difference between genre and the impact on tactical choice.

The strategy is only as good at the tactical plan supporting it. Executing a business plan is a dynamic process. It unfolds as the plan is implemented and adjusts to the response of targeted recipients as well as changes in the competitive climate. Most plans are designed to be static: Start Here! Most plans provide little or no guidance for the inevitable changes that occur in response to the first volley. Guidance is provided by the overarching strategy.

Promotion is not an island. Another common problem with business plans is the failure to coordinate with other functions. Sales must flow from plan or there is no effectiveness. Yet, many ad agencies and public relation firms ignore this requirement in their evaluation, preferring instead to count placements, responses, or awards. The result: numerous campaigns create noise resulting in leads yet, at the same time sales staff must develop their own leads.

RREC, the City of Rolla and the airport leadership have an initial strategy. There is a significant investment in the airport business park. Blane, Canada Research will test the proposed strategy and help leadership refine the strategy as needed to achieve airport and development goals. Blane, Canada will also review current and past practices of the local and regional economic development organizations and relationships to other economic development programs including: business retention, target marketing, entrepreneurship, and economic gardening.

Deliverables: Business plan, strategy, vision and direction.

Local Engagement

An effective business plan is built from the knowledge, perceptions, and desires of the individuals participating in the planning process. Leadership engagement to achieve buy-in is critical. Blane, Canada Research involves leadership in three pivotal ways during the planning process.

- Personal interviews and/or focus group sessions
- Leadership planning session
- Planning Task Force

After the collection and review of available information from prior studies, reports, and other sources, Blane, Canada Ltd. will identify issues to be explored with leadership and community leaders. Personal input can be collected either by personal interviews or through focus group sessions or some combination.
We consider this personal input, as well as expert interviews, to be essential for determining current conditions, perceptions, trends, and future potential. All interviews will be confidential. Results, reported in aggregate, will be analyzed with other qualitative and quantitative data gathered in the course of this work. The results will be compiled into preliminary findings to be used as a resource for a leadership planning session.

**Deliverables:** Leadership and partner workshop; Interviews with business and community leadership (20 personal, on-site interviews) or focus sessions (two) in place of personal interviews; and an objective strength and weakness assessment.

**Business Plan Task Force Session**

Crafting a business plan is not a group activity. However, a check and balance mechanism is extremely important. Therefore, as part of this process, we strongly recommend the formation of a Business Planning Task Force, no larger than 5 members. Individuals who are carefully selected for specific experience they can bring to the table.

Following the completion of the research and the assembly of the findings, a group planning session will be held to review the research findings and discuss critical issues impacting airport. Blane, Canada Ltd. will incorporate the results of this event in the planning process and come back to the Task Force with a draft plan for consideration. The Task Force will challenge assumptions and discuss priorities and resource allocation. Ultimately, the Task Force will become a champion for the airport’s initiative.

Blane, Canada Research has led numerous planning sessions for clients to engage leadership in research, planning, and consensus-building objectives. This proposed one-day workshop sets the framework for the plan and subsequent tactics.

**Deliverables:** Business Plan Task Force, leadership engagement, program champions.

**Objective 2: Target Industry Segment and Company List**

Conduct research to identify growth companies within the target industries such as:

- Bio glass
- Bio medical

Conduct telephone evaluations of prospective companies to identify a group of approximately 15 with plans to grow, open to considering a Missouri location and willing to schedule a personal meeting. Schedule approximately 12 meetings during two trips for the City’s representatives to meet with these business executives.

Provide a database of 100 companies identified through the research, but unable to commit to timing of their expansion for ongoing marketing.

Blane, Canada Ltd. will work with Research Consultants International for this research.
Deliverables: Identify a target company list of approximately 200 screened and qualified companies. Conduct telephone interviews to identify 12 target companies willing to consider Missouri for personal meetings. Prepare brief company profiles on each of the 12 companies in advance of the meetings. Schedule a private meeting with each of the 12 company executives on dates provided by the City's representative. Build a comprehensive database of 100 companies and their executive decision makers based on Rolla's targeted industry sectors and geographical regions.

Objective 3: Messages Audit and Materials

To prepare for developing the plan and strategy identified, it is important to review prior promotion activities, available sales and promotion materials, marketing support systems, as well as results. It is also useful to collect materials from partners and allies in the region. Therefore, preparation for the business plan will include:

- Collect and review prior marketing and sales materials of the RREC as well as other economic development entities in the region.
- Review pre-promotion needs, if any (positioning strategy, support systems, etc.)
- Formulate an allies/partners strategy
- Integrate promotion activities with those of partners
- Set priorities among all tactics identified
- Initiate launch activities
  - Review new web site
  - Help Secure graphic designer for electronic/print materials (if different from web site developer)
  - Draft copy for marketing materials

Note: Materials beyond those named will be identified for production and not included as part of this work.

Deliverables: Gather, analyze, and report on positioning and materials; Draft and final copy for print materials; Electronic production; Designate graphic designer

Objective 4: Messages by Game Stage

The terms Opening Game, Mid-Game, and End Game means something to chess players and professionals who have taken our advanced workshop. The reality is, many organizations invest tens of thousands of dollars around the opening game and are then surprised when the conversation matures and they are unprepared. As already noted, marketing and sales are intimately connected; in our approach language and understanding are critical to success. Therefore, a central element of this assignment will be create and conduct a Down-n-Dirty Workshop. Our "tell it like it is" style brings out the harsh realities of the environment the airport must compete in. We will also identify the areas of

---

Blane, Canada Ltd.
greatest opportunity for creating competitive advantage. One significant advantage of this process is a common language which draws partners and leadership onto the game and provides them the understanding to grasp the business plan.

A tag line, theme, or slogan is only one small, fairly insignificant marketing message. It can be a unifying element, but is will never carry a conversation. Every community has multiple products, including in some cases airport property. Therefore, it is essential to have a range of marketing messages that cross a broad spectrum and can be deployed in different stages of the game. These messages will be needed for electronic, print, and written communications in support of strategic objectives.

<table>
<thead>
<tr>
<th>Game Stage Message Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Game</td>
</tr>
<tr>
<td>Available 45,000 sq. ft. light industrial building</td>
</tr>
<tr>
<td>Pure Energy</td>
</tr>
<tr>
<td>A Great Place for Business</td>
</tr>
<tr>
<td>Developed for Growth</td>
</tr>
</tbody>
</table>

Through the phases of this assignment, Blane, Canada Ltd. will draw out the messages so they can be evaluated, refined, organized, and prioritized into a menu available for marketing the airport and economic development in the region.

*Deliverables:* Message matrix by game stage; recommendations on use. Matrix for execution of ongoing communications prepare copy for 3 marketing materials, approx 8-10 pages total.

**Objective 5: Align Tactical Plan with Strategies, Goals, and Resources**

The tactical plan brings strategy to life. The tactical plan addresses: Who, What, When, Where, and Why. But, success in the airport property is not just a well written tactical plan. The plan must create an environment for successful sales. When the business plan does not create this environment, it is a waste of effort and money. Blane, Canada Ltd.'s experience in economic development and sales will help insure these connections and a planned part of the strategy.

We are intimately familiar with the patterns and practices – good and bad – that are found in economic development organizations through our ongoing research on economic development marketing as well as airport non-aviation property marketing.
Also, the plan will ensure that airport leaders connect their marketing strategy with economic development partners and allies.

**Deliverables:**

- **Write 5 Year Business Plan**
- **Prepare a 2-year communication element**
  - Link client goals, resources, and success criteria
  - Set priorities among all tactics identified
  - Blend a mix of tactics by game stage
  - Integrate promotion activities of partners
  - Provide budget and cost considerations
  - Assign responsibilities
- **Prepare plan management tools**
  - 2 year management Gantt chart
  - Message management checklist
  - Evaluation criteria
- **Provide telephone coaching to help staff initiate the business plan (12 months)**

**Budget and Schedule**

The research and planning process will be spread over a 3 month period. It will require 5 trips to the region to complete work elements in preparation of the business plan. Each trip will last approximately 2.5 days in the community. Work will be coordinated with staff to avoid unnecessary delays.

A total, not to exceed budget of $47,900 is anticipated for scope of this assignment.

<table>
<thead>
<tr>
<th>Budget Breakdown</th>
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<tbody>
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<td>Target company meetings</td>
<td>$13,000</td>
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<tr>
<td>Planning process and management</td>
<td>31,150</td>
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<tr>
<td>Out-of-pocket expenses</td>
<td>3,750</td>
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<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$47,900</strong></td>
</tr>
</tbody>
</table>

Out-of-pocket expenses such as travel, lodging, phone, fax, express mail, photocopies, and other direct costs.

This budget assumes 3 trips for Eric Canada, Blane, Canada Ltd. agendas will overlap to accomplish multiple objectives of the project such as executive interviews, meetings with the Business Planning Taskforce, training, etc.

The budget does not include costs for producing marketing materials. Decisions are required to properly scope those actions. The budget for the print and electronic materials will be set in concert with the City of Rolla and airport leadership as an early stage of the planning process. These implementation costs will be outside the scope of this assignment. Graphic design and production of electronic materials will range between $3,500 and $6,000 again dependent on a number of variables.

This proposal does not anticipate conducting any economic or data research during the planning phase beyond the two components described: 1) Engaging members of the

Validation

"The plan you developed for us is now the model for the State. The State Director said she has never seen a better plan. She now uses our plan to show others how it SHOULD be done."

*Kellie Danielson, Montana West*
community's leadership in discussions and/or focus sessions on the area's strengths, weaknesses, opportunities and threats; and 2) Target market research and company identification. If research is necessary, it can be factored into the project or managed outside this planning process. In our experience, available data is often sufficient for the planning process. If research gaps are identified, the research requirements will be detailed during the planning process and incorporated in the plan for budgeting and scheduling.

Additional Information

Eric P. Canada
Blane, Canada Ltd.
PO Box 4408
Wheaton, IL 60189

630-462-9222
ecanada@blanecanada.com
Overview of Grant Use

Aviation Trust Fund Grant for Strategic Planning and Marketing will be used for the purpose of developing the Rolla National Airport Industrial & Technology Park.

**Jviation**—assisted with accessing MO Dot fund and grant oversight.

**Blane Canada, Ltd**

Will Lead Study—Task Force and Focus Groups

**Research Consultants International (RCI)**

Purpose:

- Identify potential industries to target
- Understand the airport’s benefits to those industries
- Understand the region’s benefits to those industries
- Understand the benefits to location
- Understand the challenges of location
- Identify resources to utilize
- Create a 5 year marketing plan
- Craft marketing message

- Identify and network with new prospects

Conceptual rendering of an airport industrial park; type of marketing material we may utilize in the future.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPT. HEAD: John Butz, City Administrator    ACTION REQUESTED: Letter of Support

ITEM/SUBJECT: Request by McCutchen Apts. (Seniors’ Housing) for MHDC Tax Credits

BUDGET APPROPRIATION (IF APPLICABLE) N/A    DATE: February 16, 2016

COMMENTARY: The City has been approached by the ownership of the McCutchen Apts. (low-income Seniors’ Housing) for a letter of support to the MO Housing Development Commission (MHDC) to provide state and federal low income housing tax credits for a substantial renovation of the 36-year-old facility.

The Seniors’ Apartment Complex was constructed in 1980 using the HUD 202 program, which provided 150, 1 and 2 bedroom units under Section 8 guidelines (30% income rental program). The property has been owned by a St. Louis not-for-profit organization and as such has been tax-exempt property for the last 36 years. Under minor renovation efforts for the foreseeable future, the property would remain tax-exempt as long as it keeps its not-for-profit ownership. To do a full rehabilitation on the project (list of conditions/plans pending) and to utilize the full tax credit program under MHDC, the project would require some private equity, which would jeopardize the tax-exempt nature of the project.

To achieve both objectives of complete rehabilitation ($4-5 million) and transitioning to a fully taxable project, the ownership group is proposing formation of a Chapter 353 Redevelopment corporation that would continue the tax-exempt nature while phasing in a property tax through increasing PILOT contributions to the taxing jurisdictions.

MHDC tax credit applications are due March 1st so the ownership is requesting Council action on a letter of support that indicates a willingness to consider a Chapter 353 Redevelopment Project. Discussion needed.
PROPERTY TAX ABATEMENT UNDER CHAPTER 353, RSMO.

I. INTRODUCTION

Under Chapter 353 of the Revised Statutes of Missouri, real property tax abatement is available within “blighted areas.” An Urban Redevelopment Corporation is created under the general corporations laws of Missouri and, once created, it has the power to operate one or more redevelopment projects pursuant to a city-approved or county-approved (if St. Louis County or Jackson County) redevelopment plan.

Under this program, an eligible city or county may approve a redevelopment plan that provides for tax abatement for up to 25 years, thus encouraging the redevelopment of the blighted area. To be eligible for the abatement, the Urban Redevelopment Corporation must take title to the property to be redeveloped. During the first 10 years of tax abatement, (1) 100% of the incremental increase in real property taxes on the land are abated, (2) 100% of the real property taxes on all improvements are abated, and (3) the property owner continues to pay real property taxes on the land in the amount of such taxes in the year before the redevelopment corporation takes title.

During the next 15 years, between 50% and 100% of the incremental real property taxes on all land and all improvements are abated. Payments in lieu of taxes (“PILOTS”) may be imposed on the Urban Redevelopment Corporation by contract with the city or county, as applicable, to achieve an effective tax abatement that is less than the abatement established by statute. PILOTS are paid on an annual basis to replace all or part of the real estate taxes that are abated. PILOTS will be allocated to each taxing district according to their proportionate share of ad valorem property taxes. The Urban Redevelopment Corporation may take title to lots, tracts or parcels of property within the redevelopment area in phases, in order to maximize the tax abatement during a phased redevelopment project.

II. PROCEDURES FOR APPROVING TAX ABATEMENT

The following is a summary of the basic steps for the approval of a development plan:

Preparation of Tax Impact Statement

The statute requires the governing body to hold a public hearing regarding any proposed development plan. Before the public hearing, the governing body must furnish to the political subdivisions whose boundaries include any portion of the property to be affected by tax abatement (1) notice of the scheduled public hearing and (2) a written statement of the impact on ad valorem taxes such tax abatement will have on the political subdivisions.

The tax impact statement must include, at a minimum, an estimate of the amount of ad valorem tax revenues of each political subdivision that will be affected by the proposed tax abatement.

Preparation of Development Plan

The proposed developer usually will assume responsibility for preparation of the development plan. This document identifies the proposed redevelopment area, the redevelopment projects to be undertaken, the program to be carried out to remove the blighting influences within the area, and the estimated project costs. The plan will include or incorporate by reference the characteristics that qualify the area as “blighted” under Missouri law.
The law defines a blighted area as “that portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes.”

Public Hearing

Before approving a development plan, the governing body of the city or county must hold a public hearing. The governing body must adopt an ordinance establishing the procedures for giving notice of the public hearing. Notice of the hearing must be given to each affected taxing district affected by the development plan.

Preparation of Redevelopment Agreement

The Redevelopment Agreement describes the Urban Redevelopment Corporation’s obligations to carry out the development plan. Among the provisions that typically are included in the Redevelopment Agreement are (1) procedures for acquiring property, including prerequisites to the use of condemnation; (2) the period for which tax abatement will be provided; (3) the time period within which the redevelopment corporation can carry out the project; and (4) procedures for the corporation to transfer title to property in the area.

In 2006, the General Assembly amended Missouri’s condemnation laws, which affected condemnation under Chapter 353. First, an Urban Redevelopment Corporation cannot acquire property through condemnation, unless the corporation entered into a redevelopment agreement before December 31, 2006. Second, farmland that is declared blighted cannot be acquired by eminent domain. Third, blight must be evaluated on a parcel-by-parcel basis, if any property in the redevelopment area will be acquired through (or under the threat of) condemnation.

Adoption of Ordinance by Governing Body

Following the public hearing, the governing body can approve a development plan and Redevelopment Agreement by adoption of an ordinance. Among other matters, the ordinance must make findings that the area described in the development plan is “blighted” under Missouri law, that a relocation plan has been developed for displaced persons, and that the Redevelopment Agreement establishes the time within which property in the area must be acquired.

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February 15, 2016

Skyline LLC
Attn: Robin Salomon
7000 Orkney Parkway
Suite 100
Bethesda MD 20817

RE: The Rolla Apartments
1101 McCutchen Drive
Rolla MO 65401

robin.salomon@verizon.net

Dear Robin,

We are providing you a recap of the significant work items to be performed at The Rolla Apartments. We emphasize these are significant items and certainly not a conclusive list of all the work to be performed. With 150 apartment units and 119,000 sf overall, there is a lot to be improved. We have listed these items in the following major work categories: Exterior Site Work, Exterior Building Structure, Interior Building Common Spaces and Apartment Units.

Exterior Site Work
- Provide tree trimming, over seeding, removing stumps & regrading for better site drainage.
- Provide added landscape rock at the 1st floor apartment unit planters.
- Mill the existing asphalt parking lot as required, remove & replace failed asphalt, overlay lot with 2” of asphalt & restripe.
- Provide new gazebos with a new lighted walkway.
- Provide new concrete approaches for building’s 1 & 4’s entry vestibules.
- Reconstruct two new trash enclosures in the parking lot.
- Re-bulb the parking light fixtures with LED bulbs. Add 20 LED wall pack fixtures at the backsides of the property. Provide new deck light fixtures.

Exterior Building Structure
- Remove and replace all exterior deck floor boards and railings and replace with new composite deck boards and composite railings. Flash all decks as required.
- Power-wash the vinyl siding and trim and re-secure any loose materials.
- Remove the pitched and flat roofs and replace with new shingles and TPO. Replace all aluminum gutters and downspouts.
- Remove and replace the rusted exterior stairwell and service entry doors.
- Provide new aluminum entries at three of the buildings including new aluminum storefronts & doors, automatic door operators, a card access entry system and new concrete approaches at buildings 1 & 4.
- Provide a new 40’ long awning between the drive up curb and the main front entry door.
- Power-wash the soiled exterior masonry.

Interior Building Common Spaces
- Provide new 3½” casings around all apartment unit entry doors and finish.
• Install drywall expansion joints in the corridors & common spaces to minimize cracking.
• Construct a 16’ buffet line and 12’ buffet island in the community room.
• Provide a new acoustical ceiling in the community room.
• Replace and relocate the mailboxes.
• Replace the lavatories, sink faucets & lighting in the public restrooms. Also, provide new toilet accessories and repaint the restrooms.
• Modernize the three existing elevators with new microprocessor controls, new leveling systems, new power units, new door operators, new cars, new hall fixtures and new wiring. This modernization includes upgrading the Fireman’s Service to meet current code.
• Remove the common building hot water heater which is incorrectly located by the electrical box and install a new water heater in the 2nd floor laundry room.
• Upgrade and enhance the HVAC system’s operation in the common areas, corridors and community room. Provide new exhaust fans in the 1st floor public restrooms.
• Repaint the common areas.
• Upgrade the interior building lighting for better visibility.
• Provide new exit/emergency lighting with battery backup throughout the building.

Apartment Units
• Caulk the windows for better thermal protection.
• Provide new bathroom ceramic tile and substrates in the 16 ADA units.
• Patch drywall as needed and spot paint.
• Replace bathroom sinks with vanities and cultured marble tops in 134 units. The ADA unit sinks will necessarily remain.
• Provide upgrades as needed to replace kitchen cabinets, countertops and provide cabinet pulls.
• Provide new refrigerators, ranges and range hoods. Additionally, provide new microwaves in the 16 ADA units.
• Provide new ADA elongated toilets in the 16 ADA units.
• Provide all new blade style faucets at kitchen sinks, vanities and the ADA wall hung sinks.
• Provide as needed new PTAC units in the apartments.
• Provide new power ventilators to move temperate air into the bedrooms of all units.
• Provide new exterior disconnects and meter bases for all units.
• Re-bulb the existing light fixtures with LED or CFL lamps.
• Provide new smoke detectors in apartment unit hallways and bedrooms.
• Upgrade the Nurse Call System in all units to include monitoring. There are two pulls per unit which will be replaced with corded transmitters, hallway repeaters and a central computer which will be monitored by onsite management and/or 3rd party remote monitoring.

We trust this outlines the significant work items and how the landlord, tenants and maintenance staff will benefit once these improvements are complete.

If you require additional information, please advise.

Sincerely,
HBD Construction, Inc.

Brian M. Kowert
COO
Missouri Housing Development Commission  
3435 Broadway  
Kansas City, Missouri 64111

Re: McCutcheon Apartments, Rolla, Missouri

Dear MHDC Staff,

On behalf of the Rolla City Council I am writing this letter of support for the proposed redevelopment of the Rolla Apartments project in Rolla, Missouri to utilize state and federal Low-Income Housing Tax Credits. The application submitted by Rolla Preservation, LP and Skyline LLC will provide much needed financing to substantially renovate the 150 unit low-income seniors’ housing project – a much-needed supply of affordable housing for senior citizens in our area. Rolla Apartments is approaching 40 years in existence and while very well maintained is showing serious signs of obsolescence. We are enthused about the prospect of securing quality housing options for low-income seniors for the next thirty years.

Rolla continues to experience solid growth in our community, and we work hard to integrate various housing opportunities and types for all age and income groups. Rolla Apartments not only provides safe, quality housing for seniors, but the facility provides essential social services in a variety of ways that make it a unique community asset by enhancing the quality of life for its residents.

In addition to moral support for the project the City is actively considering a public/private partnership that would create a Ch. 353 Redevelopment Program for the property to assist with not only the project’s financial feasibility but also a mechanism to phase in property tax payments to the affected taxing jurisdictions.

I am also confirming that the proposed project is consistent with the City’s Comprehensive Plan. Maintaining and protecting existing affordable housing resources is an important goal outlined in the Rolla 2020 Comprehensive Plan which was adopted by the Rolla City Council by ordinance on January 17, 2006. The proposed plan clearly meets that goal.

I urge your approval of the application by Rolla Apartments, LP and Skyline LLC for allocations of tax-exempt bonds and Low-Income Housing Tax Credits.

Sincerely,

John D. Butz  
City Administrator

cc: