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

Open Citizen Comment Procedure
1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.
2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

AGENDA OF THE ROLLA CITY COUNCIL
Monday, March 7, 2016
City Hall Council Chambers
901 North Elm Street
6:30 P.M.

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

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

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

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jim Williams

I. CONSENT AGENDA
   A) Consider Approval of the City Council Minutes of:
      1) City Council Meeting – February 1, 2016
      2) City Council Meeting – February 16, 2016

II. PUBLIC HEARINGS
    None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
    A) Rolla Apartments MHDC Application for Substantial Renovation – 
       Mr. Robin Salomon and Mr. Tim Sansone (Project Description)

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND
    COMMISSIONS/CITY DEPARTMENTS
    E) Rolla Board of Public Works Meeting Minutes – January 26, 2015
    F) Development Review Committee Meeting Minutes – February 23, 2016
    G) Planning and Zoning Commission Preliminary Meeting Minutes – February 9, 2016
V. OLD BUSINESS
   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) – Final Reading
   B) Ordinance Authorizing the Mayor to Execute an Airport Aid Agreement with MoDOT
       (City Administrator John Butz) – Final Reading
   C) Ordinance Authorizing the Mayor to Execute a State Aviation Trust Fund Project
       Consultant Agreement with Jviation, Inc. – (City Administrator John Butz) – Final Reading

VI. NEW BUSINESS
   A) Discussion Pertaining to Removal of Trash Containers from Street Edge –
       (Environmental Services Director Brady Wilson) – Discussion
   B) Ordinance Authorizing the Mayor to Execute a Missouri Highways & Transportation
       Commission STP-Urban Program Agreement for Salem Avenue Improvements –
       (Public Works Director Steve Hargis) – First Reading
   C) Discussion of Limited Deer Hunts in Rolla – (City Administrator John Butz) – Discussion

VII. CLAIMS and/or FISCAL TRANSACTIONS
     None.

VIII. CITIZEN COMMUNICATION
      A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS

X. COMMENTS FOR THE GOOD OF THE ORDER
   A) Prayer for Peace Officers

XI. CLOSED SESSION
     Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:
     Real Estate and Personnel

XII. ADJOURNMENT
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 1, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Matthew Crowell

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

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

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

Councilman Don Morris led the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
   1) City Council Meeting – January 4, 2016
   2) City Council Meeting Closed Session – January 4, 2016
   3) City Council Meeting – January 19, 2016
   4) City Council Meeting Closed Session – January 19, 2016

II. PUBLIC HEARINGS

None.

FEBRUARY 1, 2016
COUNCIL MEETING MINUTES
FEBRUARY 1, 2016
PAGE 2

III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) Hartmann US Announcement: Rolla Regional Economic Commission (RREC) Executive Director Cyndra Lorey said she is excited to speak about Hartmann US, previously known as "Project Sesame," the project which is the company that will be locating in the former Briggs and Stratton building, located in the HyPoint Industrial Park. Ms. Lorey provided an overview of the events leading up to Hartmann's selection of Rolla as its first United States site. She thanked everyone who did what was necessary to bring this project to fruition.

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

Mayor Magdits referred the Council to (A) the December 2015 Environmental Services Department Monthly Report; (B) the December 2015, Police Department Monthly Report; (C) the December 2015 Animal Control Division Monthly Report; (D) the December 2015 Rolla Municipal Utilities Monthly Report; (E) the December 22, 2015, and January 16, 2016, Rolla Board of Public Works Meeting Minutes; (F) the January 26, 2016, Development Review Committee Meeting Minutes; (G) the January 12, 2016, Planning and Zoning Commission Preliminary Meeting Minutes; (H) the December 2015 Rolla Municipal Court Report, and; (I) the December 2015, Building Codes Division Monthly Report.

V. OLD BUSINESS

(A) Ordinance Subdividing a 12.52 Acre Tract, a Fractional Part of the Northeast Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West of the 5th P.M. (Kingdom West): Community Development Director John Petersen explained the subject request is to subdivide a 12.52 acre site into two lots. He mentioned the Council authorized the annexation of the subject property a few weeks ago.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4255: AN ORDINANCE APPROVING THE SUBDIVISION OF A 12.52 ACRE TRACT LOCATED AT 2600 NORTH BISHOP AVENUE, A FINAL PLAT OF KINGDOM WEST, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8

FEBRUARY 1, 2016

[Signature]
V. OLD BUSINESS (continued)

(A) Ordinance Subdividing a 12.52 Acre Tract, a Fractional Part of the Northeast Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West of the 5th P.M. (Kingdom West) (continued): WEST ROLLA, MISSOURI (KINGDOM WEST). A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Jordan, Williams, Jung, Hines, Woolley, Miller, Bowe, Meusch, Long, Morris, and Eudaly. Nays: None. Absent: Crowell. Motion carried.

(B) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA, for Sewer Line Rehabilitation: Public Works Director Steve Hargis asked the Council to consider the final reading of an ordinance, which would approve the contract with Insituform Technologies, USA for $115,370.52. He said this is based on a bid received by the City of Independence, Missouri. This contract provides for the rehabbing of sewers in the central part of Rolla.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4256: 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 INSITUFORM TECHNOLOGIES USA, LLC. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Woolley, Bowe, Miller, Williams, Hines, Jung, Meusch, Long, Morris, Eudaly, and Jordan. Nays: None. Absent: Crowell. Motion carried. The ordinance passed.

(C) Ordinance Authorizing the Mayor to Execute an Agreement with FS Leasing, LLC, for Equipment Financing: City Administrator John Butz asked the Council to consider the final reading of the subject ordinance, which would authorize the financing bid award to First State Community Bank for an interest rate of 1.79%. The financing is for the purchase of five pieces of equipment in the Public Works Department.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4257: AN ORDINANCE APPROVING A TAX-EXEMPT EQUIPMENT PURCHASE AGREEMENT WITH FS LEASING LLC. A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Eudaly, Jung, Hines, Jordan, Miller, Bowe, Williams, Meusch, Long, Morris, and Woolley. Nays: None. Absent: Crowell. Motion carried. The ordinance passed.
VI. NEW 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 recalled that during the last Council meeting, Mayor Magdits proposed restructuring the Parks and Recreation Advisory Commission with a more targeted effort. Mr. Butz explained the subject ordinance repeals what was the modified Recreation Center Advisory Board, which became the Parks and Recreation Center Advisory Board and would create two separate groups. One would be a Parks Advisory Committee and the other being the Health and Recreation Center Board.

After a brief discussion, City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE REPEALING 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, AND ENACTING A NEW ARTICLE IV, PARKS AND RECREATION COMMISSION, NEW SECTIONS 31-23 THROUGH 31-35, IN LIEU THEREOF, PERTAINING TO THE PARKS ADVISORY COMMISSION AND HEALTH AND RECREATION CENTER BOARD.

(B) Resolution of Intent – Chapter 100 Bonds for Hartmann US: City Administrator John Butz explained Hartmann US wants to begin purchasing $30 million worth of equipment this summer, which could ultimately be about $60 million worth of equipment, with the expectation of being able to start up in early 2017. He said the subject resolution of intent is the first step in that process, which affirms the City Council is willing to do Chapter 100 bonds for the personal property (equipment) that is involved for this facility. Mr. Butz said with Chapter 100 bonds, the company acquires the assets, but the assets (equipment) all are titled in the City’s name, which exempts it from the personal property tax and they negotiate a payment in lieu of tax (PILOT) for some percentage above that.

After discussion, City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1856: A RESOLUTION OF OFFICIAL INTENT OF THE CITY OF ROLLA, MISSOURI, TOWARD THE ISSUANCE OF INDUSTRIAL REVENUE BONDS TO FINANCE AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO. A motion was made by Williams and seconded by Long to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.
VII. CLAIMS and/or FISCAL TRANSACTIONS

None.

VIII. CITIZEN COMMUNICATION

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

No one present addressed the Council.

IX. MAYOR/CITY COUNCIL COMMENTS

(A.1) Rolla Municipal Utilities: Rolla Municipal Utilities (RMU) General Manager Rodney Bourne reported he informed the Rolla Board of Public Works at their meeting last Tuesday that RMU is in the process of sending letters to the owners of 59 electric meter units in Rolla. He explained these units have the oldest style meter unit, which were probably made in the 1940s or 1950s, and can no longer be maintained by RMU. Mr. Bourne said the property owners are being asked to replace their meters or face the potential of having their power disconnected. To assist in the change and to encourage property owners to have new meters installed, he noted the City has agreed to waive the building permit fee if the work is completed within the next four months. Mr. Bourne said he wanted to apprise the Council in the event they receive phone calls from these property owners.

(A) Motion Appointing Mr. Bill Lindgren to the Planning and Zoning Commission to Replace Mr. Paul Stigall who Resigned (Jan. 2017): A motion was made by Long and seconded by Eudaly to appoint Mr. Bill Lindgren to the Planning and Zoning Commission to replace Mr. Paul Stigall who recently retired. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Motion Appointing Ms. Carolyn Bolin to the Rolla Housing Authority Board to Replace Ms. Karen LaBoube (Oct. 2019): A motion was made by Long and seconded by Eudaly to appoint Ms. Carolyn Bolin to the Rolla Housing Authority Board to Replace Ms. Karen LaBoube. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.
X. COMMENTS FOR THE GOOD OF THE ORDER

(A) RMU Compliment: Councilwoman Susan Eudaly noted a citizen phoned her last week regarding some issues. Ms. Eudaly complimented RMU for quickly responding to those concerns.

(B) Highway 72 Extension Meeting: City Administrator John Butz reported the initial open house pertaining to the Highway 72 Extension would be held on Monday, February 8, 2016, from 5 p.m. to 7 p.m. in the Rolla City Council Chambers.

XI. CLOSED SESSION
None.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:23 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________  ______________________________
CITY CLERK                  MAYOR
ROLLA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 16, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Kelly Long, Brian Woolley, and Walt Bowe

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

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

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilman John Meusch to lead in the Pledge of Allegiance.

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 explained the applicant is requesting a conditional use permit for the establishment of a nursing home facility in an R-1 (Single-Family District) zoned area. The subject property consists of approximately 7.7 acres and is located at 1000 Lions Club Drive. Mr. Petersen noted the proposed nursing facility is about a 36,000 square feet with 50 beds in 46 units. He reported the Planning and Zoning Commission recommend approval of the conditional use permit.

After some discussion, Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject conditional use permit. No one present addressed the Council. Mayor Magdits closed the public hearing.
I. PUBLIC HEARINGS (continued)

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

II. SPECIAL PRESENTATIONS

(A) Rolla Municipal Utilities (RMU) FY 2016 First Quarter Report: Rolla Municipal Utilities General Manager Rodney Bourne provided an overview of the Rolla Municipal Utilities’ (RMU) FY 2016 First Quarter Report. He pointed out the complete report is available for review at www.rollamunicipalutilities.org.

III. OLD BUSINESS

(A) Ordinance Repealing Sections 31-23 Through 31-35 of the Rolla City Code and Enacting New Sections in Lieu Thereof: City Administrator John Butz said the Council is asked to consider the final reading of the ordinance the Mayor had suggested about restructuring the Parks and Recreation Advisory Committee. He pointed out the proposed ordinance establishes a Park Advisory Committee which would focus on the traditional parks system, outdoor recreation, and SplashZone with particular emphasis on Proposition P. Mr. Butz explained the Recreation Board would focus on key partnerships and opportunities pertaining to community health and fitness and best management practices for the fitness industry.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4258: AN ORDINANCE REPEALING 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, AND ENACTING A NEW ARTICLE IV, PARKS AND RECREATION COMMISSION, NEW SECTIONS 31-23 THROUGH 31-35, IN LIEU THEREOF, PERTAINING TO THE PARKS ADVISORY COMMISSION AND HEALTH AND RECREATION CENTER.

FEBRUARY 16, 2016

Í.A. 8.
III. OLD BUSINESS (continued)

(A) Ordinance Repealing Sections 31-23 Through 31-35 of the Rolla City Code and Enacting New Sections in Lieu Thereof (continued): BOARD. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Morris, Miller, Williams, Hines, Jung, Meusch, Jordan, Crowell, and Eudaly. Nays; None. Absent; Woolley, Bowe, and Long. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Ordinance Authorizing Traffic Safety Grant Application: Police Chief Sean Fagan asked the Council to consider approval of an ordinance that would authorize the Mayor to allow the Police Department to apply for grants through the Missouri Department of Transportation. The grant is for $20,000 with $14,000 for DWI (Driving While Intoxicated) enforcement and $6,000 for hazardous moving and passenger restraint enforcement. Chief Fagan explained this allows officers to work overtime on these types of assignments and it covers 100% of the overtime.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4259: 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. A motion was made by Williams and seconded by Eudaly to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Hines, Jung, Williams, Jordan, Miller, Eudaly, Crowell, Meusch, and Morris. Nays; None. Absent; Long, Woolley, and Bowe. Motion carried. The ordinance passed.

(B) Ordinance Authorizing the Mayor to Execute an Airport Aid Agreement with MoDOT: City Administrator John Butz explained this is the first time the State has allowed the Missouri Department of Transportation (MoDOT) Aviation Trust to put funds into a business plan development. He noted Rolla is the first community to receive the grant. Mr. Butz said it is about a $53,000 grant with a 10% match or $5,361 and the grant would cover about $48,242. He added the funds for these types of projects come from the tax on aviation fuel.
IV. NEW BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Execute an Airport Aid Agreement with MoDOT (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN AIRPORT AID AGREEMENT FOR PROJECT NO. AIR 166-056A BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

(C) Ordinance Authorizing the Mayor to Execute a State Aviation Trust Fund Project Consultant Agreement with JVIATION, Inc.: Rolla Regional Economic Commission Executive Director Cyndra Lorey provided an overview of the Aviation Trust Fund Grant that would be used for strategic planning and marketing for the purpose of developing the Rolla National Airport Industrial and Technology Park. She explained JVIATION has been working with Blane, Canada and Research Consultants International on the scope of the work. Ms. Lorey explained RREC would be coordinating the project using a task force of business professionals for input throughout.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND JVIATION, INC.

A motion was made by Williams and seconded by Eudaly to approve the Task Force as outlined in the agenda materials. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

(D) Request by McCutchen Apartments (Seniors’ Housing) for MHDC Tax Credits: City Administrator John Butz indicated the City has been approached by the owners of the McCutchen Apartments for a letter of support to the Missouri Housing Development Commission (MHDC) to provide state and federal low income housing tax credits for a substantial renovation of the facility. The renovations are estimated at $4 and $5 million. Mr. Butz said the investment group has asked the City to consider doing a Chapter 353 Redevelopment Corporation, which is an exemption of the project for the next 30 years as it participates in the MHDC program and they would make a payment in
IV. NEW BUSINESS (continued)

(D) Request by McCutchen Apartments (Seniors’ Housing) for MHDC Tax Credits (continued): lieu of taxes (PILOT). He pointed out it is a way of getting the project on the tax rolls by phasing it in. Mr. Butz said the letter of support indicates the Council is at least considering doing a Chapter 353 Redevelopment Corporation, but it does not obligate the City.

Following discussion, a motion was made by Williams and seconded by Morris to submit the letter of support to the Missouri Housing Development Commission. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

V. CLAIMS and/or FISCAL TRANSACTIONS
None.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) Street Department: Councilman Morris indicated he was asked to express appreciation to the City Street Department for the quick snow removal during the recent storm.

VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council. No one present responded.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Natural Gas Meters: City Administrator John Butz reported that Ameren is changing their natural gas meters. He suggested to Rolla Municipal Utilities General Manager Rodney Bourne that the residents be given as much notice as possible before replacing their meters.

IX. CLOSED SESSION
None.

FEBRUARY 16, 2016
X. ADJOURNMENT

Having no further business, the meeting adjourned at 7:46 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

_________________________________________  ________________________________________
CITY CLERK                                  MAYOR
# MATERIALS COLLECTED & SHIPPED
FROM RECYCLING CENTER
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Jan 2016</th>
<th>Dec 2015</th>
<th>Jan 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>128.7 ton</td>
<td>136.0 ton</td>
<td>172.6 ton</td>
<td>128.7 ton</td>
<td>172.6 ton</td>
<td>1,718.9 ton</td>
</tr>
<tr>
<td>Newspaper</td>
<td>40.4 ton</td>
<td>62.5 ton</td>
<td>85.4 ton</td>
<td>40.4 ton</td>
<td>85.4 ton</td>
<td>500.2 ton</td>
</tr>
<tr>
<td>High Grade Paper</td>
<td>41.8 ton</td>
<td>0.0 ton</td>
<td>20.9 ton</td>
<td>41.8 ton</td>
<td>20.9 ton</td>
<td>314.1 ton</td>
</tr>
<tr>
<td>Aluminum</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>1.6 ton</td>
<td>0.0 ton</td>
<td>1.6 ton</td>
<td>10.9 ton</td>
</tr>
<tr>
<td>Tin/Steel Cans</td>
<td>6.6 ton</td>
<td>2.6 ton</td>
<td>5.1 ton</td>
<td>6.6 ton</td>
<td>5.1 ton</td>
<td>57.7 ton</td>
</tr>
<tr>
<td>Plastic</td>
<td>10.8 ton</td>
<td>11.1 ton</td>
<td>23.6 ton</td>
<td>10.8 ton</td>
<td>23.6 ton</td>
<td>135.0 ton</td>
</tr>
<tr>
<td>Glass</td>
<td>20.6 ton</td>
<td>23.9 ton</td>
<td>22.9 ton</td>
<td>20.6 ton</td>
<td>22.9 ton</td>
<td>253.5 ton</td>
</tr>
<tr>
<td>Batteries</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>1.6 ton</td>
</tr>
<tr>
<td>Electronic Waste</td>
<td>1.2 ton</td>
<td>3.3 ton</td>
<td>0.0 ton</td>
<td>1.2 ton</td>
<td>0.0 ton</td>
<td>48.7 ton</td>
</tr>
<tr>
<td>Household HW</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>6.8 ton</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>250.1 ton</td>
<td>239.4 ton</td>
<td>332.1 ton</td>
<td>250.1 ton</td>
<td>332.1 ton</td>
<td>3,047.4 ton</td>
</tr>
</tbody>
</table>

## SERVICES PROVIDED

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Jan 2016</th>
<th>Dec 2015</th>
<th>Jan 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Pick-ups</td>
<td>69</td>
<td>63</td>
<td>65</td>
<td>69</td>
<td>65</td>
<td>902</td>
</tr>
<tr>
<td>Paper Shredding</td>
<td>11.5 hours</td>
<td>6.0 hours</td>
<td>10.5 hours</td>
<td>11.5 hours</td>
<td>10.5 hours</td>
<td>148.5 hours</td>
</tr>
<tr>
<td>Reported Trash Nuisances</td>
<td>59</td>
<td>60</td>
<td>57</td>
<td>59</td>
<td>57</td>
<td>587</td>
</tr>
<tr>
<td>Households Dropping Off Hazardous Waste</td>
<td>51</td>
<td>57</td>
<td>85</td>
<td>51</td>
<td>85</td>
<td>866</td>
</tr>
</tbody>
</table>

## DISPOSAL TONNAGE
(Sanitation Division)

<table>
<thead>
<tr>
<th>Material</th>
<th>Jan 2016</th>
<th>Dec 2015</th>
<th>Jan 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse</td>
<td>1,112.7 ton</td>
<td>1,334.3 ton</td>
<td>1,374.2 ton</td>
<td>1,112.7 ton</td>
<td>1,374.2 ton</td>
<td>15,969.4 ton</td>
</tr>
<tr>
<td>CFS</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandoned Vehicle</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandoned/Recovered Prop</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Injury</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Leave the scene</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - No Injury</td>
<td>49</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Private Property</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Road Blocked</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult Abuse</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm Fire</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm LE</td>
<td>53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Control</td>
<td>112</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arson</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Agency</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Ambulance</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Citizen</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Fire</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Law Agency</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Motorist</td>
<td>37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benevolent Fund</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Check</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burglary</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Busy/Out At</td>
<td>162</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call for Police</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Well Being</td>
<td>54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Abuse</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Court</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crossing Guard</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CWB 911 Hangup</td>
<td>172</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Death</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Destruction of Property</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribution</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disturbance - Fireworks</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disturbance - Other</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disturbance - Liquor</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Violence</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driving While Intoxicated</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escort - Bank</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escort - Courtesy</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escort - Funeral</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ex parte Violation</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Interview</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fight</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fingerprints</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Follow Up</td>
<td>105</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CFS</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fraud</td>
<td>14</td>
</tr>
<tr>
<td>Harassment</td>
<td>9</td>
</tr>
<tr>
<td>Information Request</td>
<td>221</td>
</tr>
<tr>
<td>Intoxicated Person</td>
<td>10</td>
</tr>
<tr>
<td>Juvenile Complaint</td>
<td>6</td>
</tr>
<tr>
<td>Keep the Peace/Standby</td>
<td>14</td>
</tr>
<tr>
<td>Kidnapping</td>
<td>1</td>
</tr>
<tr>
<td>Leave without Pay</td>
<td>12</td>
</tr>
<tr>
<td>Littering/Dumping</td>
<td>3</td>
</tr>
<tr>
<td>Loitering</td>
<td>7</td>
</tr>
<tr>
<td>Lost or Stolen Property</td>
<td>3</td>
</tr>
<tr>
<td>Loud Noise Complaint</td>
<td>20</td>
</tr>
<tr>
<td>Malicious Mischief</td>
<td>1</td>
</tr>
<tr>
<td>Mental Health</td>
<td>13</td>
</tr>
<tr>
<td>Missing Person</td>
<td>5</td>
</tr>
<tr>
<td>Narcotics Violation</td>
<td>24</td>
</tr>
<tr>
<td>Open Door</td>
<td>6</td>
</tr>
<tr>
<td>Paper Service</td>
<td>21</td>
</tr>
<tr>
<td>Prisoner Transport</td>
<td>6</td>
</tr>
<tr>
<td>Property Damage - NonCriminal</td>
<td>1</td>
</tr>
<tr>
<td>Prowler</td>
<td>3</td>
</tr>
<tr>
<td>Public Relations</td>
<td>7</td>
</tr>
<tr>
<td>Runaway</td>
<td>3</td>
</tr>
<tr>
<td>School Resource Officer</td>
<td>1</td>
</tr>
<tr>
<td>Security Check</td>
<td>48</td>
</tr>
<tr>
<td>Sex Offense</td>
<td>4</td>
</tr>
<tr>
<td>Shots fired</td>
<td>1</td>
</tr>
<tr>
<td>Soliciting</td>
<td>1</td>
</tr>
<tr>
<td>Stealing</td>
<td>60</td>
</tr>
<tr>
<td>Stolen Vehicle</td>
<td>6</td>
</tr>
<tr>
<td>Structure Fire</td>
<td>1</td>
</tr>
<tr>
<td>Suspicious Activity</td>
<td>82</td>
</tr>
<tr>
<td>Tampering</td>
<td>2</td>
</tr>
<tr>
<td>Telephone Harassment</td>
<td>7</td>
</tr>
<tr>
<td>Tow Sticker Expired</td>
<td>2</td>
</tr>
<tr>
<td>Traffic Complaint</td>
<td>127</td>
</tr>
<tr>
<td>Traffic Stop</td>
<td>570</td>
</tr>
<tr>
<td>Trespassing</td>
<td>12</td>
</tr>
<tr>
<td>Try to Contact</td>
<td>15</td>
</tr>
<tr>
<td>Vehicle Fire</td>
<td>1</td>
</tr>
<tr>
<td>Vehicle Identification</td>
<td>31</td>
</tr>
<tr>
<td>Vehicle Lockout</td>
<td>2</td>
</tr>
<tr>
<td>Vehicle Repossession</td>
<td>6</td>
</tr>
<tr>
<td>Veterinary Call</td>
<td>10</td>
</tr>
<tr>
<td>Weapons violation</td>
<td>2</td>
</tr>
</tbody>
</table>

Total 2607
January 2016

Part I Crimes

<table>
<thead>
<tr>
<th></th>
<th>Murder</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felonious Assault</th>
<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
<th>Arson</th>
<th>Total Part I Crimes</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Month</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>5</td>
<td>11</td>
<td>42</td>
<td>2</td>
<td>0</td>
<td>61</td>
</tr>
<tr>
<td>Year to Date</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>5</td>
<td>11</td>
<td>42</td>
<td>2</td>
<td>0</td>
<td>61</td>
</tr>
</tbody>
</table>
## ANIMAL CONTROL MONTHLY TOTALS

### January 2016

#### ANIMALS IMPOUNDED

<table>
<thead>
<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rolla</td>
<td>32</td>
<td>11</td>
<td>0</td>
<td>2</td>
<td>45</td>
<td>45</td>
<td>37</td>
</tr>
<tr>
<td>Rolla Area (Phelps Co.)</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>City of Newburg</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Newburg Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Edgar Springs Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Agencies</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>St. James Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Ft. Leonard Wood</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Monthly Total</strong></td>
<td>36</td>
<td>12</td>
<td>0</td>
<td>2</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2016 YTD Total</strong></td>
<td>36</td>
<td>12</td>
<td>0</td>
<td>2</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2015 YTD Total</strong></td>
<td>35</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>41</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Phelps County</strong></td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>5</td>
<td>4</td>
</tr>
</tbody>
</table>

#### ANIMAL DISPOSITION

<table>
<thead>
<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animals Adopted (1)</td>
<td>6</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>11</td>
<td>11</td>
<td>22</td>
</tr>
<tr>
<td>Animals Claimed</td>
<td>18</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>19</td>
<td>19</td>
<td>15</td>
</tr>
<tr>
<td>Euthanized (Ill/Injured)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Euthanized (Dangerous)</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Euthanized (Un-Placed) (2)</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Deceased on Arrival</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Transferred to Rescue (3)</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>Wildlife Relocated</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Monthly Total</strong></td>
<td>33</td>
<td>11</td>
<td>0</td>
<td>2</td>
<td>46</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2016 YTD Total</strong></td>
<td>33</td>
<td>11</td>
<td>0</td>
<td>2</td>
<td>46</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2015 YTD Total</strong></td>
<td>32</td>
<td>17</td>
<td>0</td>
<td>0</td>
<td>49</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ADDITIONAL STATISTICS

<table>
<thead>
<tr>
<th></th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
<th>2014 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Rate (1 + 3)/(1 + 2 + 3)</td>
<td>90.00%</td>
<td>90.00%</td>
<td>95.30%</td>
<td>100.00%</td>
</tr>
<tr>
<td>PR Programs</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Calls for Service</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>175</td>
</tr>
<tr>
<td>Written Warnings</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Citations</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Total Incinerator Hours</td>
<td>67.5</td>
<td>67.5</td>
<td>53</td>
<td>35</td>
</tr>
</tbody>
</table>

Low adoption rate due to less animals adopted due to cold weather.
FINANCIAL STATEMENT
JANUARY 2016

RECEIPTS:
Electric, Water, Tax, Sewer and Refuse Charge $2,848,313.84
Accounts Receivable -Miscellaneous $31,767.68
Customer's Deposits - Refundable $44,470.00
Misc Non-Operating Revenue $4,332.32
Total Receipts $2,926,633.64

Super-Now Account Interest (December 31, 2015) $73.45
Money Market Account Interest (December 31, 2015) $9,360.27
Electronic Payment Account Interest (December 31, 2015) $46.74
Public Utility Cash In Bank (December 31, 2015)  $24,416,261.23
Total Receipts and Cash In Bank $27,556,567.55

DISBURSEMENTS:
Power Purchased $1,736,803.49
Operating Expenses $59,997.99
Administrative and General Expenses $145,804.84
Payroll $156,102.33
Electric and Water Capital Expenditures $61,587.25
Stock Purchases (Inventory) $0.00
Balance of Customer's Deposits after Finals $26,868.53
Medical, Dental, Vision and Life Insurance Paid by Employees $11,942.54
U.S. Withholding Tax $25,785.56
Missouri Dept. of Revenue (Sales Tax) $40,159.44
Missouri Dept. of Revenue (Income Tax) $8,978.00
Phelps County Bank (Social Security) $32,975.98
Sewer Service Charge $223,049.59
Refuse Service Charge $179,179.89
Purchase U.S. Treasury Bill / Certificates of Deposit $0.00
Unclaimed Deposits $0.00
PILOT to City of Rolla $108,247.55
Standpipes Lease/Purchase $4,501.53
Electric Power Supply Infrastructure Lease/Purchase $90,671.45
Privacy Fees $0.00
Void Checks $0.00
Total Disbursements $2,912,472.96

Cash in Bank (January 31, 2016) $24,444,114.87
Total Disbursements and Cash In Bank $27,356,567.55

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:

Central Federal Savings & Loan, Check #1201 for $1,323.96 $2,125.51
Citizens Bank of Newburg, Check #1021 for $530.83 $2,276.40
Phelps Co Bank-Electronic Payment Account, Check #1065 for $155,685.07 $48,844.52
Phelps Co Bank-Money Market $4,355,624.23
Phelps Co Bank-Super Now, Checks #23382 thru #23405 for $2,912,472.65 $2,771,676.15
Town & Country Bank, Check #1201 for $4,764.25 $2,626.76
Regions Bank, Check #1203 for $366.01 $2,462.30
Total Public Utility Accounts $7,160,862.87

ELECTRIC RESERVES:

Certificates of Deposit $0.00
Money Market Account $14,729,995.00
U.S. Treasury Bills $0.00
Total Electric Reserves $14,729,995.00

WATER RESERVES:

Certificates of Deposit $0.00
Money Market Account $2,530,267.00
U.S. Treasury Bills $0.00
Total Water Reserves $2,530,267.00

TOTAL RESERVES: $17,263,262.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: $24,444,114.87
## Statistics

### January 2016

### Production

<table>
<thead>
<tr>
<th>Date of Demand</th>
<th>01/18/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of Demand</td>
<td>08:05 AM</td>
</tr>
<tr>
<td>Scads Demand</td>
<td>64,700.0</td>
</tr>
<tr>
<td>kWh Purchased</td>
<td>32,048,625</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$2,056,554.41 *</td>
</tr>
<tr>
<td>Cost per kWh</td>
<td>$0.064232 *</td>
</tr>
<tr>
<td>Load Factor</td>
<td>67.3%</td>
</tr>
</tbody>
</table>

### Electric Sales

- Residential - Single Phase kWh: 11,366,044
- Residential - Three Phase kWh: 114,558
- Commercial - Single Phase kWh: 1,627,593
- Commercial - Three Phase kWh: 2,797,071
- Power Service kWh: 7,756,880
- Industrial kWh: 5,125,920
- Area/Street Lighting kWh: 68,858
- Rental Lights kWh: 96,450
- Total kWh Sold: 28,953,374
- Demand kW: 28,155
- Revenue: $2,713,640.69
- Monthly Loss: 9.66%
- Fiscal Year to Date Loss: 10.31%

### Water Sales

- Residential - Single Phase Gallons: 26,111,000
- Residential - Three Phase Gallons: 290,000
- Commercial - Single Phase Gallons: 4,852,000
- Commercial - Three Phase Gallons: 3,593,000
- Power Service Gallons: 7,710,000
- Industrial Gallons: 133,000
- Missouri S&T Gallons: 1,822,000
- PWSD #2 Gallons: 1,530,000
- Total Gallons Sold: 46,041,000
- Revenue: $209,213.97
- Pumping Cost, Electric: $26,452.11
- Monthly Unidentified Loss: 20.76% **
- Fiscal Year to Date Unidentified Loss: 14.96% ***

### Meters in Service

<table>
<thead>
<tr>
<th>Meters in Service</th>
<th>Electric</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Phase</td>
<td>7,708</td>
<td>8,328</td>
</tr>
<tr>
<td>Residential - Three Phase</td>
<td>23</td>
<td>21</td>
</tr>
<tr>
<td>Commercial - Single Phase</td>
<td>959</td>
<td>496</td>
</tr>
<tr>
<td>Commercial - Three Phase</td>
<td>444</td>
<td>241</td>
</tr>
<tr>
<td>Power Service</td>
<td>133</td>
<td>124</td>
</tr>
<tr>
<td>Industrial</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
</tr>
<tr>
<td>Missouri S&amp;T</td>
<td>422</td>
<td></td>
</tr>
<tr>
<td>PWSD #2</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>9,314</td>
<td>7,845</td>
</tr>
</tbody>
</table>

*S Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 2,033,000 gallons per water main flushing records.
*** FY loss incudes 11,455,000 gallons per water main flushing records.
OPERATION MANAGER’S REPORT

ELECTRIC DEPARTMENT

(E1) Delbert Day Cancer Institute
     PCRMC Campus
     - Three-phase switchgear, underground distribution, transformer, underground primary, and meter installation
       Started, August 13, 2015
       Ongoing

(E2) Cedar Trails PUD
     306-312 Colonial Hill Road
     - New underground distribution system installation
       Started, November 20, 2015
       Ongoing

(E3) LED Streetlight Replacement Project
     - Replace (587) existing HPS fixtures with new LED fixtures on existing metered and non-metered streetlight circuits
       Started, December 1, 2015
       Completed, January 28, 2016

(E4) Rolla Solar Energy Farm
     - New pole, underground primary, and radio/meter installation
       Started, January 28, 2016
       Ongoing

(E5) 403 North Olive Street
     (new apartments)
     - New pole, transformer and meter installation
       Started, January 29, 2016
       Ongoing

(E6) Industrial Park Substation
     - Installation of (2) additional reclosers and underground feeder circuits
       Started, February 5, 2016
       Ongoing

(E7) Country Hills PUD
     - New underground distribution system installation
       Started, February 18, 2016
       Ongoing

WATER DEPARTMENT

(W1) Brighton Court
     - Replace existing 4” & 6” ductile iron water main with 8” PVC
       Started, January 11, 2016
       Ongoing

(W2) 403 North Olive Street
     - (2) 4” water taps
       Completed, February 17, 2016

(W3) RMU Well #14
     - Piping, electrical and treatment equipment installation
       Started, January 4, 2016
       Ongoing

MISCELLANEOUS

(1) RMU aerial truck & equipment
     - Annual dielectric & structural testing by Mid America Testing & Supply
       Completed, February 15, 2016

(2) Survant Technology
     - New scada operating system and server installation
       Completed, February 17-19, 2016
REGULAR SESSION - January 26, 2016

Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m.

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

Board members: Vice President Albert Crump Jr.
Secretary Matthew Z. Williams
Vice Secretary Dr. Wm. Eric Showalter

RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Tom Parker
Business/Finance Manager Dennis Roberts
Staff Engineer Vicki Cason, P.E.

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Donna Alexander.

I. APPROVAL OF MINUTES

Williams made a motion, seconded by Showalter, the minutes of the December 22, 2015 Board meeting Regular Session and January 15, 2016 Special Session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

A. BUSINESS/FINANCE MANAGER'S REPORT (Roberts)

1. The Board received the Statement of Income & Expenses reports for December 2015 (FY16), with the following comparisons:

   - Operating Income decreased $200,026.66. Purchased Power expense decreased $235,593.93; Operating Expenses decreased $223,806.14 resulting in a Total Operating Loss of $165,872.24 which showed a decrease of $23,779.48; Total Other Income decreased $9,673.89. Total Net Loss for December 2015 was $140,089.98, an decrease of $14,105.59 in comparison to December 2014.

   - Year-to-Date (YTD) FY2016 and FY2015

     - Operating Income decreased $335,499.28; Purchased Power expense decreased $678,574.59; Operating Expenses decreased $561,011.42 resulting in a Total Operating Loss of $329,707.68, a decrease of $225,512.14. Other Income decreased $20,187.82 resulting in a Net Loss YTD of $229,767.68, a decrease of $205,324.32 compared to the same time period last year.

2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for December 2015 which included the following public utility account checks and transfers:

   - Public utility checks
     - Phelps Co Bank - Super Now, Checks #23289-23381
     - Phelps Co Bank - Electronic Pmt Acct, Check #1064

   - Transfer of funds
     - Central Federal Savings & Loan, Check #1200
     - Citizens Bank, Check #1200
     - Regionus Bank, Check #1202
     - Town & Country Bank, Check #1200

Crump made a motion, seconded by Williams, the reports be approved as presented and forwarded to the City. Motion passed unanimously.

3. Roberts reported on the annual MIRMA evaluation of property. Recent appraisals provided by MIRMA resulted in several property value adjustments.

B. STAFF ENGINEER'S REPORT (Cason)

1. Updates on:

   a. Development Review Committee meeting. Cason reported the following items were discussed at the meeting held on December 29, 2015:

      - Water main extension and easements for Kingdom West annexation.
      - Rezoning of 707 Salem Avenue from R-1 to C-1 zoning.

   b. Contractor Mains. Cason reported work continues on the water main extension for the Country Hills development off Old St. James Road. The water main at the new MS&T Residence Hall has been flushed, sampled and is turned on. There has been no additional progress on the new water mains at the Hy Point Industrial Park West for RCDC.

2. Net Metering Report

   RMU is required by State Statute to make notice annually of the availability of the Net Metering Program. We are also required to annually report the statistics on existing net metering customers. Current information as
follows:
Customer-Generator Facilities: 2
Estimated Generating Capacity: 21 kW (9kW Henderson + 12 kW Hwy Patrol)
Estimated New Kilowatts-Hours Received: 1,517 kWh

3. Web Statistics
In 2015 the RMU website had a total of 153,831 hits which is an average of 12,819 hits per month. This is up approximately 148% from the previous year.
The top viewed pages are:
Customer Service - Payment Options - 6,492 (541 hits/month)
Contact Us - 4,654 (387 hits/month)
Customer Service - Rates & Fees - 4,365 hits (484 hits/month)
About Us - Job Opportunities - 4,139 hits (345 hits/month)
Customer Service - Hours of Operation - 3,253 hits (271 hits/month)
Views of the Energy and water conservation information has increased since 2014.
Water Conservation - 802 hits (67 hits/month) up from 374 in 2014.
Energy Conservation - 1,450 hits (121 hits/month) up from 771 in 2014.
Facebook likes: 1,438 as of December up from 1306 on January 1, 2015.

C. OPERATION MANAGER'S REPORT (T. Parker)
1. Update on current RMU projects
ELECTRIC DEPARTMENT -
(E3) 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 -
(W1) Fox Creek, 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.
(W2) Brighton Court. Replace existing 4" and 6" ductile iron water main with 8" PVC. Started, January 11, 2016. Ongoing.
(W3) Country Hills PUD. One 8" water tap; Completed, December 30, 2015.

MISCELLANEOUS -
(1) Missouri Department of Natural Resources Revised Total Coliform Rule (RTCR). January 12, 2016 in Rolla, MO. Attending - Rodney Bourne, Robert Castle, and Curt Reppond.

Parker also reported the Pebble Stone service line replacements resulted in 1406 square feet of street repaired by the City with the cost of $3,300.00.
Parker requested Board approval to bring back bid proposals for approximately 50 service line replacements at Maxwell Drive due to the City of Rolla accelerating the schedule by one year on their street resurfacing project. This unbudgeted project will cost approximately $80,000 to $100,000. The Board consensus was to authorize the request for bid proposals which will be presented for the Board approval at a future board meeting.

D. GENERAL MANAGER'S REPORT (R. Bourne)
Bourne noted that the Special Session January 15, 2016 Executive session minutes were not approved at the beginning of the meeting. Williams made a motion, seconded by Crump to approve Special Session January 15, 2016 Executive session minutes. Motion passed unanimously.
Before beginning his report, Bourne made a special announcement that Hartmann US a Danish based company will be constructing a manufacturing facility in the old Briggs & Stratton Building. The new facility will be producing egg cartons and will employ approximately 50 individuals at the start of operations.
1. Update on M.C. Power solar project
Bourne reported groundbreaking is scheduled for February 3, 2016. The Contractor is on site and making progress with the site being cleared and posts installed. Plans are to be on line sometime this spring.
2. 1A/2A Electric Meter notification
Letters are being sent out this week to approximately 60 customers regarding the status of their current electric meter. RMU can no longer support the meter they have due to age, and conditions at the property such as siding preventing meter change out or similar problems. The meters are electro-mechanical meters dating into
the 50's and 60's. The notice states that the meter is currently functional, but if it fails or RMU questions the accuracy of the meter, RMU will discount service until the service entrance and meter is upgraded. A few installations have been deemed unsafe and are getting a similar letter which says if power is off, or disconnected for any season in the future, we will not restore power until the service has been upgraded. RMU is coordinating with City of Rolla Codes. RMU will furnish a new meter box and meter at no charge. The City is temporarily waiving permit fees to encourage the service upgrade.

3. **MJMEUC/MoPEP Update**
   a. MJMEUC Engineering Committee: The committee met on January 21, 2016 to discuss community solar options which could be offered in the future to a Commission City. As a member of MoPEP, this option would allow us to market our current and future solar projects to member cities within and outside the pool.
   b. MoPEP Services and Rates Committee: In November the committee rejected a proposal from MC Power to construct up to five (5) additional solar farms for the pool. MC Power since has revised their proposal for up to three (3) smaller solar gardens that would allow the solar panels to track the sun. Each garden would be approximately 2MW in size.
      Other changes are: It's becoming clearer how solar and other renewables will play into the Clean Power Plan; The Investment Tax Credit for solar installations has been extended to 2019; A tracking site has a higher capacity factor and will sustain the maximum power output for a longer period of time during the day. This helps offset our power needs in the afternoon when the pool tends to peak; Our plan to implement a community solar program should off set costs.

Other topics discussed:
   a. The Grant Program for System Capital Improvements. RMU has approximately $500,000 available for electric system improvements.
   b. Capacity Credits for Member Owned Generation; a discussion was held concerning the methodology to adjust the credits given for member owned generation. Some suggested guidelines were to adjust annually, cap adjustments at 10%, and determine which benchmark would be used to base any adjustments. Staff will continue to develop the program based on our input.
   c. Economic Development and Retention Rates: No major breakthroughs, although there was more agreement that new business should be incentivized more than retention.

V. **OLD BUSINESS**  (None)

VI. **NEW BUSINESS**
A. 1. RFB #16-104W Water Supplies *(Parker)*
   This is an annual order for water supplies. Staff recommended low bidder. Showalter made a motion, seconded by Williams that a purchase order be issued to Water & Sewer Supply in the amount of $336,013.16. Motion passed unanimously.

2. RFB #16-105W Fire Hydrants *(Parker)*
   This is the purchase of 36 fire hydrants. Staff recommended low bidder. Williams made a motion, seconded by Showalter that a purchase order be issued to HD Supply Waterworks in the amount of $51,114.00. Motion passed unanimously.

3. RFB #16-106E Truck #18 *(Parker)*
   This purchase is to replace Truck #18. Staff recommended low bidder without a trade-in. Showalter made a motion, seconded by Williams that a purchase order be issued to Scheppers International Truck Center in the amount of $87,187.00. Motion passed unanimously.

4. RFB #16-107 Truck #24 *(Parker)*
   This purchase is to replace Truck #24. Staff recommended low bidder without a trade-in. Crump made a motion, seconded by Williams that a purchase order be issued to Hutcheson Ford in the amount of $24,792.00. Motion passed unanimously.

B. Proposed RMU Meter Testing and Replacement Program *(Bourne)*
   Bourne reported the City of Rolla has agreed to share the cost pending Council approval for the proposed water meter testing and replacement program. Since the proposed program is unbudgeted, Bourne requested Board approval to solicit bids for the first years activity which will be performed this spring. The Board, by consensus, approved that the Meter Testing and Replacement Program move forward subject to Board approval of bids at a future meeting.

C. Report on GovDeals.com *(Bourne)*
   Bourne reported the annual GovDeals.com surplus equipment in accordance with the Disposal of Assets requirements. This past years asset sales was in the amount of $44,730.00. Showalter made a motion, seconded by Williams acknowledging RMU sold the stated items through GovDeals.com. Motion passed unanimously.
D. Revised Insurance for Retirees Policy. (Boume)
Boume summarized the changes to the policy. Williams made a motion, seconded by Showalter to approve the revisions to the Retirees Insurance Policy. Motion passed unanimously.

E. Revised Employee Rules & Regulations. (Boume)
Boume reviewed the revisions made to the Employee Rules & Regulations. Showalter made a motion, seconded by Williams to approve the revisions made to the Employee Rules & Regulations. Motion passed unanimously.

F. Integrity Engineering agreement for Engineering & Architectural Services. (Boume)
Boume requested Board approval for the professional services agreement from Integrity Engineering for the renovation design to the existing Service Department located on Highway O. The amount of the service is not to exceed $31,000.00. Williams made a motion, seconded by Showalter to accept the Integrity Engineering agreement. Motion passed unanimously.

Williams made a motion, seconded by Crump, that the Board adjourn to Executive Session to discuss legal, confidential, or privileged communications in accordance with RSMo (Supp.1997) Section 610.021(1) and personnel in accordance with RSMo (Supp.1997) Section 610.021(14). Roll call vote was taken at 5:20 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

VII. EXECUTIVE SESSION
A. Legal, confidential, or privileged communications under RSMo (Supp.1997) Section 610.021(1)
B. Personnel action(s) under RSMo (Supp. 1997) Section 610.021(14)

Williams made a motion, seconded by Showalter, that the meeting return to open session. Roll call vote taken at 5:36 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

(OPEN SESSION)
In open session, Bourne reported that during Executive Session, the Board discussed legal matters with no action taken and personnel matters with action taken.

VIII. ADJOURNMENT
With no further business appearing Williams made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:37 p.m.

[Signature]
Nicholas Barrack, President

[Signature]
Matthew Z. Williams, Secretary

The Board's next meeting is scheduled for Tuesday, February 23, 2016 at 4:30 p.m.
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES
CITY COUNCIL CHAMBERS, 901 NORTH ELM STREET
TUESDAY, FEBRUARY 23, 2016 AT 1:30 P.M.

MEMBERS AND OTHERS IN ATTENDANCE

John Petersen, Com. Dev.
Ron Smith, Fire
Steve Hargis, Public Works
David Forshee, Public Works

Everett Briggs, Public Works
Vicki Cason, RMU
Sylvester Furse, Archer/Elgin
Roben Griggs

The following item was discussed:

Old Business:
Status report of the Hypoint West, Plat No 1 (Hypoint West).
After some discussion, Mr. Petersen explained to Sylvester the deadline for the final plans.

Public Works brought up the discussion in reference to a Variance verses a cul de sac in the middle to make it available to turn emergency and large vehicles around. Mr. Hargis will submit this in writing.

New Business: Rezoning

1. Request to rezone an 11.9 acre tract of land located in a Fractional Park of the SW ¼ of the NW ¼, Section 24 T37N, R8W from R-1 (single Family District) zoning to RR (Rural Residential District) zoning. (Joyner)

Mr. Petersen explained with this request to rezone the driveway will not need to be paved. Only one house is planned. Vicki (RMU) advised she has spoken with the purchasers in reference to a meter and service line. Ron Smith asked the distance for the hydrant. Hargis & Forshee agreed about 300-400 feet.
2. Request to rezone a fractional part of the Forum Plaza Shopping Center, Tracts 2 & 3, THE FORUM subdivision, Rolla, Phelps County, Missouri from C-1 (Neighborhood Business District) zoning and C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning.

(Super Market Developers)

Mr. Petersen explained the prospects for this property and their plans it will be necessary to rezone.

Steve Hargis asked about the liquor store next door and would this be included in the rezoning. Sylvester explained that the plan he has seen it will not. It will shift the store down a unit.

3. Request to rezone Tract A of the Lost Acres Subdivision from C-3 (highway Commercial District) zoning to R-3 (Multi-Family District) zoning.

(Goldberg)

This property is currently C-3 (Highway Commercial District) at the corner of Farrar and Old St. James and has 4 structures (3 residential and 1 commercial structure). The Goldberg’s are in the process of purchasing this property would like to be able to use all of this units. This requires them to rezone to R-3 (Multi-Family District) zoning.

Subdivision Plat:

A. Final Plat of Rolla Property LLC No. 1 – designation of Lot 1 (5.00 acres), Lot 2 (8.12 acres), Lot 3 (31.93 acres).

This is the Hartman project (Briggs & Stratton building) will result in 3 Lots. All necessary easements for utilities is already provided. No development plans required.

Vicki explained that RMU did ask for an easement for electric.

Everett explained that the storm sewer in the NE corner a 20 ft. easement is required in lot 3. The storm water in lieu of fee is also required.

/J. F. J.
B. Final Plat of HyPoint East No. 1 – designation of Lot 1 (23.50 acres), Lot 2 (11.01 acres), Lot 3 (18.16 acres).

Mr. Petersen explained this is creating 3 lots out of one. Vicki (RMU) pointed out that a couple of easements missing. Everett pointed out the 40 acres to the East that the city owns adjacent and the access has been cut off. Recommends a ingress-egress over to that acreage.

Steve Hargis recommended speaking with RCDC – Cyndra to see if any interest in trading this property.

With no other business meeting was adjourned at 2:18.
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY February 9, 5:30 P.M.

Presiding: Don Brown, Chairperson

Commission Members Present: Monte Shields, Steven Shields, Russell Schmidt, Matt Miller, Robert Anderson and Bill Lindgren, Jr.

Commission Members Absent: Janece Martin and Jack Morris

City Officials in Attendance: Community Development Director John Petersen and Roben Griggs.

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

I. APPROVAL OF MINUTES
The January 12, 2016 minutes were approved.

Chairperson Brown stated he wanted to clarify something that happened during the last Planning and Zoning Commission meeting. He noted that Mr. Tucker made a verbal statement during the last meeting that he wished to change his request from C-1 (Neighborhood Business District) to C-0 (Office District) zoning. Since he did not anticipate any opposition to this request, Chairperson Brown said he accepted the motion that was made to send to the City Council the Planning and Zoning Commission’s recommendation to approve the C-0 (Office District) zoning request. Chairperson Brown pointed out, however, it is now a moot point since Mr. Tucker withdrew his rezoning request.

II. REPORT ON CITY COUNCIL ACTIONS
Reported on the actions from the January 19, 2016 City Council Meeting.

III. PUBLIC HEARINGS
Public Hearing Requesting a Conditional Use Permit (CUP) for the establishment of a Nursing Home Facility in an R-1 (Single Family District) zoning at 1000 East Lions Club Drive. Account# 10,258 (Clearpath)

Mr. Petersen explained the process of the Conditional Use Permit (CUP) as provided in the ordinance. This procedure is designed to provide the Planning and Zoning and City Council with an opportunity to a discretionary review of
request to establish uses that may not be specifically allowed in a given district. A nursing facility like this is allowed in an R-1 classification as long as the City Council approves it.

Mr. Petersen explained the location on Lions Club Drive has more than enough space to accommodate this size of facility. The developer will build a sidewalk on both sides of at least 4 feet in width. The size of this property is 7.77 acres and has more than enough space to accommodate a facility (46 Units) of this range. Total footprint for this building is 38,260 square feet and it will be a single story. The Comprehensive Plan stipulates this property is to be low density residential and it meets this requirement. No part of this tract is in the flood plain. Traffic flow is projected to be 40-50 trips in a 24-hour period. The driveway to be constructed will be 24 feet wide, which meets the requirements. There will be 36 parking spaces, although on 21 are required. Public Works department mutually agreed upon the ingress and egress and location.

Following discussion a motion was made by Monte Shields, seconded by Steven Shields 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. The motion was unanimously approved.

Mr. Brown welcomed new Planning and Zoning Commission member Mr. Bill Lindgren, who will be completing the unexpired term of Mr. Stigall.

IV. NEW BUSINESS
Preliminary Plat of Hypoint West, Plat No 1, a Major Subdivision, being a fractional part of the Northeast Quarter of the Southwest Quarter of Section36, Township 38, North, Range 8 West of the 5th P.M. in Rolla, Missouri. Account# 3409 (Hypoint West)

Mr. Petersen explained this is a multi step process that involves 6 lots owned by RCDC (Rolla Community Development Corporation) for development. Over the next month Mr. Petersen with be working with RCDC to see if the plat is acceptable by them. It will come back to Planning & Zoning Commission as a final plat. Mr. Petersen advised that it is not necessary to vote on the plat at this time. Mr. Lindgren asked about the time line of this process. Mr. Petersen advised it would come back next month as a final reading.
After some discussion, Chairperson Brown advised no action is required at this meeting.

ELECTION OF OFFICERS:

Election: Chairperson
A motion was made by Steven Shields and seconded by Monte Shields to nominate Don Brown as Chairperson. *The motion was unanimously approved.*

Election: Vice Chair
A motion was made by Monte Shields and seconded by Robert Anderson to nominate Russell Schmidt as Vice Chairperson. *The motion was unanimously approved.*

Election: Secretary/Treasurer
Chairperson Brown advised that Robert Anderson would remain as Secretary/Treasurer.

V. OTHER BUSINESS – CITIZENS COMMENTS
None

Meeting adjourned at 6:00 P.M.
Minutes prepared by Roben Griggs
BANK NAME: First Community National Bank - Rolla
BANK ACCOUNT NUMBER: 0299537

**OTHER GENERAL LEDGER ACCOUNTS**

<table>
<thead>
<tr>
<th>ACCOUNT NO./DESCRIPTION</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5002 Clerk Fee-Municipal</td>
<td>413.02</td>
</tr>
<tr>
<td>5008 Court Automation</td>
<td>1,145.57</td>
</tr>
<tr>
<td>5010 Board Bill-DFT</td>
<td>319.50</td>
</tr>
<tr>
<td>5016 CVC Surchage State</td>
<td>1,166.85</td>
</tr>
<tr>
<td>5018 CVC Surchage Muni</td>
<td>12.74</td>
</tr>
<tr>
<td>5020 Law Enf Arrest-Local</td>
<td>450.00</td>
</tr>
<tr>
<td>5022 LET-Muni</td>
<td>326.00</td>
</tr>
<tr>
<td>5024 POST-State</td>
<td>163.65</td>
</tr>
<tr>
<td>5032 Dom Viol - Muni</td>
<td>324.00</td>
</tr>
<tr>
<td>5040 Fine</td>
<td>2,043.00</td>
</tr>
<tr>
<td>5041 Fine - Highway</td>
<td>1,309.50</td>
</tr>
<tr>
<td>5042 Parking Penalties</td>
<td>1,845.00</td>
</tr>
<tr>
<td>5102 Clerk Fee-Traffic E/R</td>
<td>1,550.83</td>
</tr>
<tr>
<td>5112 Board Bill Dft-Traffic E/R</td>
<td>160.00</td>
</tr>
<tr>
<td>5118 CVC Surchage-Traffic E/R</td>
<td>47.84</td>
</tr>
<tr>
<td>5141 Fines-Traffic E/R</td>
<td>6,629.00</td>
</tr>
<tr>
<td>8201 Bond Forfeit-Muni Traffic E/R</td>
<td>50.00</td>
</tr>
</tbody>
</table>

**TOTAL OTHER GENERAL LEDGER ACCOUNTS**

18,556.50

**NOTE**

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

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

*Confidential - For Court Use Only*
## MISSOURI JUDICIARY
### ROLLA MUNICIPAL COURT
#### TRIAL BALANCE REPORT
FROM 01-Jan-2016 THRU 29-Jan-2016

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Beginning Debit Balance</th>
<th>Beginning Credit Balance</th>
<th>Debits During Date</th>
<th>Credits During Date</th>
<th>Ending Debit Balance</th>
<th>Ending Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>Cash</td>
<td>7,450.00</td>
<td></td>
<td>19,724.00</td>
<td>667.50</td>
<td>26,506.50</td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>Accounts Payable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500</td>
<td>Payment Clearing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Clerk Fee-Municipal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5008</td>
<td>Court Automation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010</td>
<td>Board Bill-DFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5016</td>
<td>CVC Surcharge State</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5018</td>
<td>CVC Surcharge Muni</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5020</td>
<td>Law Enf Arrest-Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5022</td>
<td>LET-Muni</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5024</td>
<td>POST-State</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5032</td>
<td>Dom Viol - Muni</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5034</td>
<td>Restitution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5040</td>
<td>Fine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5041</td>
<td>Fire - Highway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5042</td>
<td>Parking Penalties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5102</td>
<td>Clerk Fee-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5112</td>
<td>Board Bill Dft-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5118</td>
<td>CVC Surcharge-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5141</td>
<td>Fines-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7008</td>
<td>Recipient Payable Detail Code</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8200</td>
<td>Bond-Posted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8201</td>
<td>Bond Forfeit-Muni Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8204</td>
<td>Bond Refund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>7,450.00</strong></td>
<td><strong>7,450.00</strong></td>
<td><strong>40,333.00</strong></td>
<td><strong>40,333.00</strong></td>
<td><strong>26,506.50</strong></td>
<td></td>
</tr>
</tbody>
</table>

No exceptions noted

*Information Displayed Per User Security Authorization*
*Confidential - For Court Use Only*
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Beginning Debit Balance</th>
<th>Beginning Credit Balance</th>
<th>Debits During Date</th>
<th>Credits During Date</th>
<th>Ending Debit Balance</th>
<th>Ending Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>Cash</td>
<td>7,950.00</td>
<td></td>
<td>22,532.00</td>
<td>362.50</td>
<td>30,119.50</td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>Accounts Payable</td>
<td></td>
<td>317.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500</td>
<td>Payment Clearing</td>
<td></td>
<td>20,877.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Clerk Fee-Municipal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5003</td>
<td>Court Automation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010</td>
<td>Board Bill-DFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5016</td>
<td>CVC Surcharge State</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5018</td>
<td>CVC Surcharge Muni</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5020</td>
<td>Law Enf Arrest-Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5022</td>
<td>LET-Muni</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5024</td>
<td>POST-State</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5032</td>
<td>Dom Viol - Muni</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5034</td>
<td>Restitution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5040</td>
<td>Fine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5041</td>
<td>Fine - Highway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5042</td>
<td>Parking Penalties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5102</td>
<td>Clerk Fee-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5112</td>
<td>Board Bill Dft-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5118</td>
<td>CVC Surcharge-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5141</td>
<td>Fines-Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7006</td>
<td>Overpayments Detail Code</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7008</td>
<td>Recipient Payable Detail Code</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8200</td>
<td>Bond-Posted</td>
<td>7,950.00</td>
<td>66.00</td>
<td>2,450.00</td>
<td>1,700.00</td>
<td>7,200.00</td>
<td></td>
</tr>
<tr>
<td>8201</td>
<td>Bond Forfeit-Muni Traffic E/R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8204</td>
<td>Bond Refund</td>
<td></td>
<td></td>
<td>251.00</td>
<td>251.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Totals         |                        | 7,950.00                | 7,950.00                 | 46,605.00          | 46,605.00          | 30,119.50            | 30,119.50     |

No exceptions noted

*Information Displayed Per User Security Authorization*

*Confidential - For Court Use Only*
BANK NAME: First Community National Bank - Rolla
BANK ACCOUNT NUMBER: 0299537

OTHER GENERAL LEDGER ACCOUNTS

<table>
<thead>
<tr>
<th>ACCOUNT NO./DESCRIPTION</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5002 Clerk Fee-Municipal</td>
<td>514.04</td>
</tr>
<tr>
<td>5008 Court Automation</td>
<td>1,117.07</td>
</tr>
<tr>
<td>5010 Board Bill-DFT</td>
<td>1,105.50</td>
</tr>
<tr>
<td>5016 CVC Surcharge State</td>
<td>1,137.82</td>
</tr>
<tr>
<td>5018 CVC Surcharge Muni</td>
<td>15.85</td>
</tr>
<tr>
<td>5020 Law Enf Arrest-Local</td>
<td>488.50</td>
</tr>
<tr>
<td>5022 LET-Muni</td>
<td>318.00</td>
</tr>
<tr>
<td>5024 POST-State</td>
<td>159.59</td>
</tr>
<tr>
<td>5032 Dom Viol - Muni</td>
<td>314.00</td>
</tr>
<tr>
<td>5040 Fine</td>
<td>4,433.50</td>
</tr>
<tr>
<td>5041 Fine - Highway</td>
<td>1,303.00</td>
</tr>
<tr>
<td>5042 Parking Penalties</td>
<td>2,875.00</td>
</tr>
<tr>
<td>5102 Clerk Fee-Traffic E/R</td>
<td>1,400.95</td>
</tr>
<tr>
<td>5112 Board Bill Dft-Traffic E/R</td>
<td>152.50</td>
</tr>
<tr>
<td>5118 CVC Surcharge-Traffic E/R</td>
<td>43.18</td>
</tr>
<tr>
<td>5141 Fines-Traffic E/R</td>
<td>7,441.00</td>
</tr>
<tr>
<td>8201 Bond Forfeit-Muni Traffic E/R</td>
<td>100.00</td>
</tr>
</tbody>
</table>

TOTAL OTHER GENERAL LEDGER ACCOUNTS 22,919.50

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

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

*Confidential - For Court Use Only*
### Month End Reports Total Fees/Costs Est.

Run Date: 02/29/2016 8:00 PM

#### Building Permit

<table>
<thead>
<tr>
<th>Create Date</th>
<th>Fee Group</th>
<th>Fee Type</th>
<th>Address</th>
<th>Full Name</th>
<th>Contractor</th>
<th>Reference No</th>
<th>BP - Estimated Construction Cost</th>
<th>Amount Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/4/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Deck, Porch or Stairs</td>
<td>1310 Sycamore Drive</td>
<td>ANGELA C SITES</td>
<td>Same as Applicant</td>
<td>BP2016-00246</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/10/2016</td>
<td>Commercial Flat Fees</td>
<td>Commercial Alterations less that 500 sq ft</td>
<td>1811 Forum Drive</td>
<td>SOOTER FAMILY TRUST</td>
<td>Same as Applicant</td>
<td>BP2016-00252</td>
<td></td>
<td>$85.00</td>
</tr>
<tr>
<td>2/17/2016</td>
<td>Commercial Flat Fees</td>
<td>Commercial Alterations 1500 sq. ft. and larger</td>
<td>1906 North Bishop Avenue</td>
<td>LILLIAN TRUST PATRICIA C GALANIS CARO</td>
<td>PARKER PETROLEUM SALE</td>
<td>BP2016-00256</td>
<td>$10,000.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>2/17/2016</td>
<td>Commercial Flat Fees</td>
<td>Commercial Alterations 1500 sq. ft. and larger</td>
<td>1040-1360 FORUM PLAZA</td>
<td>LILLIAN TRUST PATRICIA C GALANIS CARO</td>
<td>PARKER PETROLEUM SALE</td>
<td>BP2016-00256</td>
<td>$10,000.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>2/17/2016</td>
<td>Commercial Flat Fees</td>
<td>Commercial Alterations 1500 sq. ft. and larger</td>
<td>1040-1360 FORUM PLAZA</td>
<td>FORUM PLAZA PARTNERS LLC CENTRAL REALTY</td>
<td>PREFERRED CONSTRUCTION</td>
<td>BP2016-00257</td>
<td>$60,000.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>2/17/2016</td>
<td>Commercial Flat Fees</td>
<td>Commercial Alterations 1500 sq. ft. and larger</td>
<td>1040-1360 FORUM PLAZA</td>
<td>FORUM PLAZA PARTNERS LLC CENTRAL REALTY</td>
<td>PREFERRED CONSTRUCTION</td>
<td>BP2016-00257</td>
<td>$60,000.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>2/18/2016</td>
<td>Commercial Flat Fees</td>
<td>Modular Storage Building</td>
<td>11990 County Road 2070</td>
<td>BT-OH LLC ESTATE DEPT</td>
<td>USA MODULAR</td>
<td>BP2016-00258</td>
<td>$265,186.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>2/18/2016</td>
<td>Commercial Flat Fees</td>
<td>Final Deposit Paid By Contractor</td>
<td>11990 County Road 2070</td>
<td>BT-OH LLC ESTATE DEPT</td>
<td>USA MODULAR</td>
<td>BP2016-00258</td>
<td>$265,186.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>2/29/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Alterations less that 500 sq ft</td>
<td>402 A North Post Street</td>
<td>B&amp;B 3 LLC</td>
<td>JUST IN TIME ROOFING</td>
<td>BP2016-00264</td>
<td>$2,400.00</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

#### Demolition Permit

<table>
<thead>
<tr>
<th>Create Date</th>
<th>Fee Group</th>
<th>Fee Type</th>
<th>Address</th>
<th>Full Name</th>
<th>Contractor</th>
<th>Reference No</th>
<th>BP - Estimated Construction Cost</th>
<th>Amount Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/3/2015</td>
<td>Residential Flat Fees</td>
<td>Residential Demolition</td>
<td>2015 Maxwell Street</td>
<td>DEVELOPMENT CONTRACTORS LLP SHANKS CONTRACTING LL INDUSTRIAL DEVELOPMENT</td>
<td>DM2016-00243</td>
<td></td>
<td>$46.00</td>
<td></td>
</tr>
<tr>
<td>2/3/2015</td>
<td>Residential Flat Fees</td>
<td>Final Deposit Owner</td>
<td>2015 Maxwell Street</td>
<td>DEVELOPMENT CONTRACTORS LLP SHANKS CONTRACTING LL INDUSTRIAL DEVELOPMENT</td>
<td>DM2016-00243</td>
<td></td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>2/3/2015</td>
<td>Residential Flat Fees</td>
<td>Residential Demolition</td>
<td>2017-2019 Maxwell Street</td>
<td>DEVELOPMENT CONTRACTORS LLP SHANKS CONTRACTING LL INDUSTRIAL DEVELOPMENT</td>
<td>DM2016-00244</td>
<td></td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>2/3/2015</td>
<td>Residential Flat Fees</td>
<td>Final Deposit Owner</td>
<td>2017-2019 Maxwell Street</td>
<td>DEVELOPMENT CONTRACTORS LLP SHANKS CONTRACTING LL INDUSTRIAL DEVELOPMENT</td>
<td>DM2016-00246</td>
<td></td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>2/3/2015</td>
<td>Residential Flat Fees</td>
<td>Residential Demolition</td>
<td>2017-2019 Maxwell Street</td>
<td>DEVELOPMENT CONTRACTORS LLP SHANKS CONTRACTING LL INDUSTRIAL DEVELOPMENT</td>
<td>DM2016-00245</td>
<td></td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>2/3/2015</td>
<td>Residential Flat Fees</td>
<td>Final Deposit Owner</td>
<td>2017-2019 Maxwell Street</td>
<td>DEVELOPMENT CONTRACTORS LLP SHANKS CONTRACTING LL INDUSTRIAL DEVELOPMENT</td>
<td>DM2016-00245</td>
<td></td>
<td>$200.00</td>
<td></td>
</tr>
</tbody>
</table>

#### Electrical Permit

<table>
<thead>
<tr>
<th>Create Date</th>
<th>Fee Group</th>
<th>Fee Type</th>
<th>Address</th>
<th>Full Name</th>
<th>Contractor</th>
<th>Reference No</th>
<th>BP - Estimated Construction Cost</th>
<th>Amount Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/3/2016</td>
<td>Residential Flat Fees</td>
<td>Fee Waived</td>
<td>6 Dogwood Lane</td>
<td>EUGENE ZANDELS</td>
<td>FREEDOM ELECTRIC</td>
<td>EL2016-00247</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>2/3/2016</td>
<td>Residential Flat Fees</td>
<td>Fee Waived</td>
<td>109 West 5th Street</td>
<td>WALTER P WERNER RENTALS LLC</td>
<td>RICHARD LIGHT ELECTRI</td>
<td>EL2016-00248</td>
<td></td>
<td>$0.03</td>
</tr>
</tbody>
</table>

#### Mechanical Permit

<table>
<thead>
<tr>
<th>Create Date</th>
<th>Fee Group</th>
<th>Fee Type</th>
<th>Address</th>
<th>Full Name</th>
<th>Contractor</th>
<th>Reference No</th>
<th>BP - Estimated Construction Cost</th>
<th>Amount Charged</th>
</tr>
</thead>
</table>

Page 1 of 2
## Mechanical Permit

<table>
<thead>
<tr>
<th>Create Date</th>
<th>Fee Group</th>
<th>Fee Type</th>
<th>Address</th>
<th>Full Name</th>
<th>Contractor</th>
<th>Reference No</th>
<th>BP - Estimated Construction Cost</th>
<th>Amount Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/2/2016</td>
<td>Commercial Flat Fees</td>
<td>Commercial Mechanical, Electric, Plumbing</td>
<td>401 West 5th Street</td>
<td>DAVE VERKAMP 401 FIFTH COMPANY</td>
<td>HARTLEY'S CLIMATE CON</td>
<td>MC2016-00241</td>
<td></td>
<td>$85.00</td>
</tr>
<tr>
<td>2/12/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>35 Southbrook Drive</td>
<td>DALE G METCALF</td>
<td>GARNER REFG &amp; HEATING INC</td>
<td>MC2016-00253</td>
<td></td>
<td>$40.00</td>
</tr>
<tr>
<td>2/24/2016</td>
<td>Commercial Flat Fees</td>
<td>Commercial Mechanical, Electric, Plumbing</td>
<td>1107 North Pine Street</td>
<td>1107 PINE LLC</td>
<td>HARTLEY'S CLIMATE CON</td>
<td>MC2016-00262</td>
<td></td>
<td>$85.00</td>
</tr>
</tbody>
</table>

## Plumbing Permit

<table>
<thead>
<tr>
<th>Create Date</th>
<th>Fee Group</th>
<th>Fee Type</th>
<th>Address</th>
<th>Full Name</th>
<th>Contractor</th>
<th>Reference No</th>
<th>BP - Estimated Construction Cost</th>
<th>Amount Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/2/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>1203 Highland Drive</td>
<td>CHRISTOPHER B &amp; MAY TRISHA BEVIS</td>
<td>GARNER REFG &amp; HEATING INC</td>
<td>PL2016-00242</td>
<td></td>
<td>$10.00</td>
</tr>
<tr>
<td>2/5/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>1000 Turkey Run</td>
<td>Klaus Trust Ledenfrost</td>
<td>Lowe's</td>
<td>PL2016-00240</td>
<td></td>
<td>$10.00</td>
</tr>
<tr>
<td>2/8/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>1108 East 9th Street</td>
<td>JOSEPH D &amp; SARA A GORMAN</td>
<td>FLETT PLUMBING LLC</td>
<td>PL2016-00250</td>
<td></td>
<td>$10.00</td>
</tr>
<tr>
<td>2/10/2016</td>
<td>Sewer Connection</td>
<td>Sewer Tap</td>
<td>1108 East 9th Street</td>
<td>JOSEPH D &amp; SARA A GORMAN</td>
<td>FLETT PLUMBING LLC</td>
<td>PL2016-00251</td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td>2/17/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>650 Salem Avenue</td>
<td>ROBERT SAUKWEIN</td>
<td>FLETT PLUMBING LLC</td>
<td>PL2016-00255</td>
<td></td>
<td>$10.00</td>
</tr>
<tr>
<td>2/24/2016</td>
<td>Residential Flat Fees</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>1111 Highland Drive</td>
<td>Elizabeth &amp; Smith Myles Bax</td>
<td>BRUCE PHELPS</td>
<td>PL2016-00260</td>
<td></td>
<td>$40.00</td>
</tr>
</tbody>
</table>

## Sign Permit

<table>
<thead>
<tr>
<th>Create Date</th>
<th>Fee Group</th>
<th>Fee Type</th>
<th>Address</th>
<th>Full Name</th>
<th>Contractor</th>
<th>Reference No</th>
<th>BP - Estimated Construction Cost</th>
<th>Amount Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/6/2016</td>
<td>Flat Fees</td>
<td>Signs 50 sq ft and under</td>
<td>206 South Bishop Avenue</td>
<td>Richard B &amp; Kathleen A Anthes</td>
<td>STAR SIGN CO INC</td>
<td>SG2016-00259</td>
<td>$1,254.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>3/24/2016</td>
<td>Flat Fees</td>
<td>Signs 50 sq ft and under</td>
<td>615 South Bishop Avenue</td>
<td>QUTLEY ROLLA PROPERTIES LLC</td>
<td>SIGN MFGS</td>
<td>SG2016-00253</td>
<td>$1,608.00</td>
<td>$45.00</td>
</tr>
</tbody>
</table>
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED:
Final Reading

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

(Clearpath)

DATE: 3-7-2016

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.

\[ V. A. I. \]
**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, 46 unit assisted living/nursing home 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.

\[ V. A. 2. \]
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 at their February 16, 2016 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 denial of the request to approve the CUP and submit to the 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
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

\[\checkmark A. 4\]
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 owner(s): Jim Eisenhaut

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: [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.
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)

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 ROLLAP W.D. Mapping Office
October, 2015
DESCRIPTION

A fractional part of the Northwest Quarter of the Northeast Quarter of Section 16, Township 36 North, Range 14 East of the 5th Principal Meridian, lying in the southeast 1/4 of the northeast 1/4 of the northwest 1/4 of the southeast 1/4 of Section 16, Township 36 North, Range 14 East, lying north and west of the strip described as the Northwest Quarter of the northeast Quarter of Section 16, Township 36 North, Range 14 East. The strip of land described constitutes the entire property of record or title to the land described as the property listed in the description above. The area described above is shown on the attached sketch.

Since the date of this survey, conditions beyond the knowledge or control of Archer-Egin Surveying and Engineering, LLC may have altered the validity of this survey and circumstances shown or noted hereon.

NOTES:
1. Plot represents an original survey of lands shown. This is part of lands described in 1967. This is subject to restrictions, easements, zoning and other land-use regulations and any other lands which may be conveyed by deed or other means.
2. This survey was conducted in accordance with the current "National Minimum Standards for Property Boundary Surveys" (25 CRF 50.16).
3. Date of fieldwork: November and December, 2004.
4. Closing costs are not included. For record dimensions, see document.
5. Only the recorded documents herein referenced were included in the survey. No other documents on file are included.
6. Surveyed by G.R.
7. Survey to be dated as of record.

ELGIN SURVEYING & ENGINEERING, INC.
310 EAST 2ND STREET, ROLLA, MISSOURI 65401
PHONE: (573) 454-4282 FAX: (573) 354-4792

R11621A

Survey Fractional Part
NE 1/4, SE 1/4 Sec 13, T36N, R14E
Rolla, Phelps County, Missouri
Joe Morgan
Rolla, Missouri
Date: 12/13/04
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 Southeast 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, 96.74 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 northernmost 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
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 7TH DAY OF MARCH 2016.

APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Final 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, and Blane Canada on the plan itself. RREC is coordinating this work with the Task Force which should take 3 months to complete.

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

Recommendation: Final Reading.
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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7\textsuperscript{th} DAY OF MARCH 2016.

APPROVED:

_________________________
MAYOR

ATTEST:

_________________________
CITY CLERK

APPROVED AS TO FORM:

_________________________
CITY COUNSELOR

\textsuperscript{v} b.a.
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 aviation 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
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.
(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

______________________________  CITY OF ROLLA

By______________________________

Title______________________________

Attest:

By______________________________

Title______________________________

Approved as to Form:

Title______________________________

Ordinance No. _____________________
(if applicable)

-10-
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Airport Grant for “Business Plan Development” – contract for service

BUDGET APPROPRIATION: $53,603 ($5,361 Match) DATE: March 7, 2016

COMMENTS: 
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 is working with Blane Canada and Research Consultants International on the project. 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.

It is anticipated that the Plan will take 3 - 4 months to complete.

Recommendation: Motion to approve the Task Force to support the Business Plan Development. Final Reading of Ordinance.

[Signature]

[Stamp]
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

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

Research Consultants International (ROI)

- Identify and network with new prospects

Conceptual rendering of an airport industrial park; type of marketing material we may utilize in the future.
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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7TH DAY OF MARCH 2016.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

\[\text{\textcopyright 2016} \]
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.
(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):

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>COMPLETE ADDRESS</th>
<th>NATURE OF SERVICES</th>
</tr>
</thead>
<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>
<td></td>
</tr>
</tbody>
</table>

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT, 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 subconsultant's 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 additives.

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

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

   Contractor - Consultant

   Government and Federal Agency - Sponsor

   Subcontractor - Subconsultant

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

   (B). Electronically Produced Documents:

   1. Electronically produced documents will be submitted to the Sponsor in data files compatible with AutoCAD 2012 (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 MoDOT, 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:

<table>
<thead>
<tr>
<th>Name and Title of Sponsor's Representative</th>
<th>Mr. John Butz, City Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sponsor's Name</td>
<td>City of Rolla</td>
</tr>
<tr>
<td>Sponsor's Address</td>
<td>901 North Elm Street</td>
</tr>
<tr>
<td></td>
<td>Rolla, MO 65401</td>
</tr>
<tr>
<td>Phone</td>
<td>573.426.7948 Rolla</td>
</tr>
<tr>
<td></td>
<td>FAX</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:jbutz@rollacity.org">jbutz@rollacity.org</a></td>
</tr>
</tbody>
</table>

\[\square\]
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, 2011.

Executed by the Sponsor the ______ day of ______________, 20____.

Sponsor:
City of Rolla, Missouri

By: __________________________
Signature

Title: __________________________

Consultant:
Jviation, Inc.

By: __________________________
Signature

Title: Principal

ATTEST:

By: __________________________
Signature

Title: Project Coordinator

ATTEST:

By: __________________________
Signature

Title: __________________________
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. Jvation 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, Jvation will prepare and distribute project related documentation.

Project Oversight: Jvation will perform general oversight responsibilities related to project performance and schedule. It is anticipated that a representative from Jvation will attend one (1) project status meeting at the City of Rolla during the course of the study.
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 III-1
EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

Exhibits IV and V - 1
DERIVATION OF CONSULTANT PROJECT COSTS

ROLLA NATIONAL AIRPORT
ROLLA, MISSOURI

AIRPORT BUSINESS PLAN
January 20, 2016

1 **DIRECT SALARY COSTS:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sr. Consultant</td>
<td>20</td>
<td>70.00</td>
<td>1,400.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Structural Engineer*</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Technician</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Draftsperson</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>1</td>
<td>26.00</td>
<td>224.00</td>
</tr>
<tr>
<td>Secretary</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total Direct Salary Costs = $1,624.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 25.65% = $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

Subtotal $5,534.07 Lump Sum Fee

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

<table>
<thead>
<tr>
<th>Expense</th>
<th>Hours</th>
<th>Rate/Hour</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Mileage</td>
<td>120</td>
<td>$0.575</td>
<td>$69.00</td>
</tr>
<tr>
<td>b. Meals</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Hotel</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Computer</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>e. Misc. Materials and Supplies</td>
<td>0</td>
<td>$0.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

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

6 **SUBCONTRACT COSTS:**

<table>
<thead>
<tr>
<th>Contract</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Blane, Canada Ltd</td>
<td>$47,600.00</td>
</tr>
<tr>
<td>b. Name of firm: type of work</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Name of firm: type of work</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

= $47,600.00 Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $53,603.07 Not to exceed

Exhibit IV - 1 Updated 12/2011

\[ \sqrt{5} \cdot 0.27 \]
## Exhibit V - Planning Services and Business Plan fees

**AIRPORT:** Rolla Regional  
**LOCATION:** Rolla, Missouri  
**DATE:** 1/20/2016

**PROJECT DESCRIPTION:** Airport Business Plan

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Sr Consultant</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Associate Engineer</th>
<th>Electrical Engineer</th>
<th>Environmental/ Surveyor</th>
<th>Total Hrs</th>
<th>Mile. Costs</th>
<th>Cost Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Planning Services</td>
<td>$70,000</td>
<td>$50,000</td>
<td>$45,000</td>
<td>$41,000</td>
<td>$43,000</td>
<td>$20,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>1.2</td>
<td>Project Development</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Project Construction</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Project Administration</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td>Estimated Total Man-Hrs</td>
<td>28</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>28</td>
<td></td>
<td>$1,625,000</td>
</tr>
</tbody>
</table>

**Direct Labor Cost**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Direct Labor Cost</th>
<th>Overhead (% of Direct Labor Cost)</th>
<th>Total Labor Cost</th>
<th>Fixed Fee (% of Total Labor Cost)</th>
<th>Subtotal</th>
<th>Direct Nonlabor Expenses</th>
<th>Total Cost</th>
<th>Independent Fee Analysis</th>
<th>Negotiated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Planning Services</td>
<td>$1,624,00</td>
<td>3,188.24</td>
<td>$4,812.24</td>
<td>721.84</td>
<td>5,534.07</td>
<td>$169,00</td>
<td>$5,703.07</td>
<td>$5,703.07</td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL PART A BASIC SERVICES**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Direct Labor Cost</th>
<th>Overhead (% of Direct Labor Cost)</th>
<th>Total Labor Cost</th>
<th>Fixed Fee (% of Total Labor Cost)</th>
<th>Subtotal</th>
<th>Direct Nonlabor Expenses</th>
<th>Total Cost</th>
<th>Independent Fee Analysis</th>
<th>Negotiated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>Business Plan</td>
<td>$47,900.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$47,900.00</td>
<td>$47,900.00</td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL PART B SPECIAL SERVICES**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Direct Labor Cost</th>
<th>Overhead (% of Direct Labor Cost)</th>
<th>Total Labor Cost</th>
<th>Fixed Fee (% of Total Labor Cost)</th>
<th>Subtotal</th>
<th>Direct Nonlabor Expenses</th>
<th>Total Cost</th>
<th>Independent Fee Analysis</th>
<th>Negotiated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.0</td>
<td>Estimated Total Man-Hrs</td>
<td>28</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$1,625,000</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous**

<table>
<thead>
<tr>
<th>Description</th>
<th>Direct Nonlabor Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>$100,000</td>
</tr>
<tr>
<td>1.02</td>
<td>$100,000</td>
</tr>
<tr>
<td>1.03</td>
<td>$75,000</td>
</tr>
<tr>
<td>1.04</td>
<td>$75,000</td>
</tr>
<tr>
<td>1.05</td>
<td>$75,000</td>
</tr>
<tr>
<td>1.06</td>
<td>$75,000</td>
</tr>
<tr>
<td>1.07</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

**Transport and Vehicle Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Direct Nonlabor Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.03</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**Total Cost Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Labor Cost</td>
<td>$1,671,900</td>
</tr>
<tr>
<td>Overhead</td>
<td>$393,200</td>
</tr>
<tr>
<td>Total Labor Cost</td>
<td>$2,065,100</td>
</tr>
<tr>
<td>Fixed Fee</td>
<td>$721,840</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$5,534,07</td>
</tr>
<tr>
<td>Direct Nonlabor Expenses</td>
<td>$169,00</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$5,703.07</td>
</tr>
</tbody>
</table>

**Independent Fee Analysis**

<table>
<thead>
<tr>
<th>Description</th>
<th>$47,900.00</th>
</tr>
</thead>
</table>

**Negotiated Fee**

<table>
<thead>
<tr>
<th>Description</th>
<th>$47,900.00</th>
</tr>
</thead>
</table>

---

I'm not able to provide a detailed interpretation of the data, but it seems to be a financial breakdown for planning services. The table outlines various costs associated with different project items, including labor, overhead, fixed fees, and miscellaneous expenses. Each item is broken down by cost components and provides a total cost summary.
Blane, Canada Ltd.

Proposal
Exhibit IV and Exhibit V
Rolla National Airport
City of Rolla

Impact Business Plan

Blane Canada Research
A Division of Blane, Canada Ltd

© Blane, Canada Ltd.

Eric P. Canada
Blane Canada Research
PO Box 4408
Wheaton, IL 60189 USA
630-462-9222
info@blanecanada.com
www.blanecanada.com
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:

- a) Highlight the 70-acre Rolla National Airport Technology & Research Park
- b) 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
- c) Bring together and/or coordinate disbursed elements with economic development
- d) 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 Blane, 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.

Blane, Canada Ltd.
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
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>
<th>Opening Game</th>
<th>Middle Game</th>
<th>End Game</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available 45,000 sq. ft. light industrial building</td>
<td>The military base has over 2,500 spouses</td>
<td>University A graduates 34 electrical engineers annually</td>
<td></td>
</tr>
<tr>
<td>Pure Energy</td>
<td>Every month the military base will bring in 250 new spouses</td>
<td>Phase II environmental assessment on Kilborn farm property is clean</td>
<td></td>
</tr>
<tr>
<td>A Great Place for Business</td>
<td>Incentives...</td>
<td>Eligible for $34,000 workforce training grant</td>
<td></td>
</tr>
<tr>
<td>Developed for Growth</td>
<td>Available land &amp; buildings</td>
<td>Option property through EDC</td>
<td></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 3-10 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 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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Target company meetings</td>
<td>$13,000</td>
</tr>
<tr>
<td>Planning process and management</td>
<td>31,150</td>
</tr>
<tr>
<td>Out-of-pocket expenses</td>
<td>3,750</td>
</tr>
<tr>
<td>Total Budget</td>
<td>$47,900</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. Graph 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."

*Kelcie 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
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>
</tr>
</thead>
<tbody>
<tr>
<td>Senior</td>
<td>157</td>
<td>$150.00</td>
<td>$23,650.00</td>
</tr>
<tr>
<td>Associate</td>
<td>51</td>
<td>100.00</td>
<td>5,100.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Technician</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Draftsperson</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Geologist</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Secretary</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</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* = 0.00
   *Note: 0-15% Typical Subtotal 31,150.00 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

<table>
<thead>
<tr>
<th>EXPENSE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Mileage</td>
<td>Miles @</td>
<td>$0.575 / Mile =</td>
<td>0.00</td>
</tr>
<tr>
<td>b. Meals</td>
<td>6 Days @</td>
<td>$51.00 / Day =</td>
<td>306.00</td>
</tr>
<tr>
<td>c. Motel</td>
<td>6 Nights @</td>
<td>$89.00 / Night=</td>
<td>534.00</td>
</tr>
<tr>
<td>d. Airfare/airline co</td>
<td>3 Rd Trip @</td>
<td>$635.00 / Night=</td>
<td>1,905.00</td>
</tr>
<tr>
<td>e. Car Rental + fue</td>
<td>3 @</td>
<td>$155.00 / Night=</td>
<td>495.00</td>
</tr>
<tr>
<td>f. Miscellaneous</td>
<td></td>
<td></td>
<td>510.00</td>
</tr>
</tbody>
</table>

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

6 SUBCONTRACT COSTS:

<table>
<thead>
<tr>
<th>CONTRACT</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Research Consultants International</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>b. Name of firm: type of work</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Name of firm: type of work</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

= 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

V. C 38
### Blane Canada Ltd.

#### SUMMARY ENREPROPOSAL

<table>
<thead>
<tr>
<th>Objective</th>
<th>Sub</th>
<th>Canada</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>2,400.00</td>
<td>2,400.00</td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td>2,400.00</td>
<td>2,400.00</td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>2,400.00</td>
<td>2,400.00</td>
<td></td>
</tr>
<tr>
<td>4.0</td>
<td>2,400.00</td>
<td>2,400.00</td>
<td></td>
</tr>
<tr>
<td>5.0</td>
<td>2,400.00</td>
<td>2,400.00</td>
<td></td>
</tr>
<tr>
<td>6.0</td>
<td>2,400.00</td>
<td>2,400.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PLANNING FEES</strong></td>
<td><strong>$2,400,000</strong></td>
<td><strong>$2,400,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### DETAILLED HOURLY FEES PROPOSAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Job Classification</th>
<th>Senior</th>
<th>Associate</th>
<th>Total Hours</th>
<th>Cost Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Objective 1 &amp; 5-Year Strategy</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>25</td>
<td>$250,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>$150,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>$75,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>57</td>
<td>60</td>
<td>20</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>2.0</td>
<td>Objective 2 &amp; Target Company Identified</td>
<td>$28,000.00</td>
<td>$28,000.00</td>
<td>24</td>
<td>$672,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>$168,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>$168,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>36</td>
<td>46</td>
<td>36</td>
<td>$1,008,000.00</td>
</tr>
<tr>
<td>3.0</td>
<td>Objective 3 &amp; Managing Audit and Materials</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>16</td>
<td>$320,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>$320,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>36</td>
<td>46</td>
<td>36</td>
<td>$1,008,000.00</td>
</tr>
<tr>
<td>4.0</td>
<td>Objective 4 &amp; Managing By Same State</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>30</td>
<td>$450,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>$150,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>45</td>
<td>66</td>
<td>45</td>
<td>$750,000.00</td>
</tr>
<tr>
<td>5.0</td>
<td>Objective 5 &amp; Aligning with Strategy</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>16</td>
<td>$320,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>$320,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>45</td>
<td>66</td>
<td>45</td>
<td>$750,000.00</td>
</tr>
</tbody>
</table>

*Estimated Total Man-Hours: 287, 35, 288
Summary Costs: $123,000.00, $11,100.00, $12,000.00, $15,000.00*
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 time schedule:

BASIC SERVICES

A. Airport Business Plan

Six months upon receipt of NTP from Sponsor
For many years, Chapter 18 of the Rolla City Code has contained language requiring residents to remove their trash container(s) from the street edge within 24 hours of their collection day. Environmental Services staff has attempted to enforce this rule on a complaint-driven basis. Enforcement procedures can involve multiple steps in attempting to achieve compliance. These enforcement efforts require many man hours and yield temporary and marginal success at best. The difficulty in enforcement in certain neighborhoods is compounded by transient tenants, multiple tenants/containers per structure, lack of dedicated space for storing containers, manpower and time limitations, etc. Generally speaking, the neighborhoods most implicated are areas that are predominantly multi-family dwellings where carts being left at the curb is the norm more than the exception.

Challenges with enforcement of the ordinance have prompted a review of current practices and requirements for solid waste containers and storage spaces. The Refuse Service Review Committee recently met to discuss options for improving the current process for addressing containers at the curb. As a result of those discussions, proposed changes to the ordinance have been drafted and are being presented for discussion. The objective of the proposed changes is to relax the burden of enforcement by removing the misdemeanor violation and allowing each neighborhood to dictate the standard. Also included are provisions for better planning of container storage and placement for future developments.

Item VI. A.1.
Chapter 18 - Garbage, Trash and Refuse

Chapter Contents:

Article I - In General

- § 18-1. Definitions.
- § 18-2. City to have exclusive right to collect and remove refuse.
- § 18-5. Allowance for customers to dispose of their own refuse; allowance not to relieve customers of other provisions and minimum charges; exception.
- § 18-6. Reserved.
- §§ 18-10 to 18-13. Reserved.

Article II - Residential Refuse Disposal and Collection

- § 18-14. Residential collections; special collections.
- § 18-15. Residential refuse container and storage requirements.
- § 18-17. Service charge to be included and itemized on electric and/or water service bill.
- §§ 18-19 to 18-22. Reserved.

Article III - Commercial Refuse Disposal and Collection
• § 18-23. Number of commercial collections; special collections.
• § 18-24. Commercial refuse container and storage requirements.
• § 18-25. Service charge rates for commercial refuse collections.
• § 18-26. Service charge bills to be prepared by city.
• §§ 18-27 to 18-31. Reserved.

Article IV - Refuse Service Review Board

• § 18-32. Review Committee; selection of members; authority.
• §§ 18-33 to 18-37. Reserved.

Article V - Recovery of Emergency Related Expenses

• § 18-38. Procedure for recovery of expenses incurred in emergency actions in response to releases or threatened releases of material into or upon the environment.
• §§ 18-39 to 18-43. Reserved.

Article I - In General

Sec. 18-1. Definitions.

For the purposes of this Chapter, the following words and terms shall have the meanings respectively ascribed to them by this Section:

Commercial refuse customer - Means any commercial, industrial or institutional establishment or group of establishments together with its/their owner(s) or officer(s), and housing facilities containing more than six two adjoined dwelling units (duplexes) if so designated by the Director.

City - Means the City of Rolla as a governmental entity.
Collection Service - Means to travel from location to location gathering loose or containerized solid waste materials.

Commercial hauler - Means any person who, except as an agent of the City, collects and disposes of solid waste and receives money or other considerations for said service.

Director - Means the Director of the City of Rolla Environmental Services Department. (Ord. 3892 §1)

Dwelling unit - Means any room or group of rooms located within a structure which form(s) a single habitable unit with facilities for living, sleeping, cooking and hygiene.

Garbage - Means all animal and vegetable wastes subject to decay resulting from the handling, preparation, cooking and consumption of food.

Hazardous waste - means any waste or combination of wastes, which, because of quantity, concentration, or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illnesses, or pose a present or potential threat to humans and/or the environment.

Infectious waste - Means waste that is capable of producing an infectious disease because it contains pathogens of sufficient virulence and quantity so that exposure to the waste by a susceptible human host could result in an infectious disease. These wastes include blood and blood products, sharps and other items contaminated with blood, discarded biological products, human and animal bi-products, etc.

Major appliances - Means clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, woodstoves, air conditioners, dehumidifiers, refrigerators and freezers, and any other appliances as regulated by the State of Missouri due to their hazardous components (i.e. Freon, mercury switches, PCB/s).

Municipal waste - Means household wastes and commercial, agricultural, governmental, industrial and institutional wastes which have chemical and physical characteristics similar to household wastes.

Occupant - Means any person who singly or jointly or severally with others shall be in actual possession of any dwelling unit either as owner or tenant.

Recyclable materials - Means those materials which can be diverted, removed, or recovered from the waste stream to be used, reused, sold or recycled whether or not they require subsequent separation and processing. Recyclable materials
include but are not limited to paper, paper products, cardboard, plastics, bottles, cans, glass, metals, etc.

**Recycling** - Means the separation and reuse or remanufacture of recyclable materials which might otherwise be disposed of by landfilling.

**Refuse** - Means both garbage and solid waste as defined in this Section.

**Regulated waste** - Means any waste material requiring special handling and/or disposal as specified by law. Regulated waste includes, but is not limited to lead-acid batteries, yard waste, tires, major appliances, used oil, asbestos, contaminated soil, etc.

**Residential refuse customer** - Means the occupant and/or owner of any detached single-family dwelling unit, up to and including duplexes, unless said occupant is otherwise designated in the manner established in this Chapter.

**Rummage** - To rummage means "to physically exam and/or search through."

**Scavenge** - Scavenging, or to scavenge, means "to rummage or search through a refuse or recycling container for purposes of removal of items."

**Solid waste** - Means municipal wastes, garbage, refuse, and other discarded materials including, but not limited to, solid and semi-solid waste materials resulting from residential, commercial, institutional, industrial, and governmental activities.

**Yard waste** - Means organic debris (e.g. grass clippings, leaves, tree limbs, bark, branches, flowers, etc.) which is produced as part of yard and garden development and maintenance. The definition of yard waste shall include Christmas trees that do not contain ornaments, tensile, or flocculent. (Ord. 3768, §1)

(Return to Contents)
used in this section, "unprocessed recyclable materials" means loose recyclable materials that have not been compressed, compacted, baled, bundled, crushed, granulated, or otherwise consolidated for transport to an end market. As used in this section "end market" means a manufacturer that will use the processed recyclables as feedstock or raw materials in the production of new goods. However, nothing contained herein shall prevent a person or entity that generates recyclable materials from transporting the recyclable materials they have generated to a business engaged in purchasing and processing recyclable materials.

The storage, collection, processing and disposal of solid waste will be managed in accordance with local and state laws and rules. All processing facilities and disposal areas utilized shall have appropriate local and state permits. (Ord. 3768, §1)

(Return to Contents)

Sec. 18-3. Recycling of solid waste materials encouraged.

The City shall, as a matter of public welfare, promote recycling as a preferred waste management alternative, make available collection services and drop-off facilities, and, as approved by the City Council, adopt such charges as will encourage refuse customers to recycle appropriate solid waste materials.

In addition to the City’s existing programs and services, persons or entities are encouraged to target recyclable materials or recycling services not being addressed by the City’s collection/drop-off services. Commercial customers with significant quantities are encouraged to recover materials for recycling. Not-for-profit entities are encouraged to utilize recycling opportunities for fund raising efforts.

Upon request by the City, any person, business, or entity providing recycling services within the City of Rolla, shall provide to the City, records of types and quantities of materials recycled. (Ord. 3768, §1)

(Return to Contents)

Sec. 18-4. Authorization for commercial solid waste haulers.

A person may be authorized to operate as a commercial solid waste hauler within the city upon obtaining such licenses as may be required by the city and a
determination by the City Council that the public convenience and necessity are served by such authorization, and, that the service to be provided by the hauler applying for said authorization, cannot be provided by the City.

All vehicles used to collect and transport solid waste shall be maintained in a safe, clean and sanitary condition. The vehicles are to be of standard refuse packer body design with watertight and covered bodies. If a roll-off style truck is used, the roll-off container must be tarped when being transported carrying any contents. (Ord. 3768, §1)

(Return to Contents)

Sec. 18-5. Allowance for customers to dispose of their own refuse; allowance not to relieve customers of other provisions and minimum charges; exception.

Any refuse customer may collect his own refuse from his own premises and remove that refuse to a landfill or transfer station approved by the state, provided that in so doing no nuisance is caused or maintained. (Ord. 3768, §1)

(Return to Contents)

Sec. 18-6. Reserved.

(Return to Contents)

Sec. 18-7. Prohibited practices.

It shall be unlawful for any refuse customer to:

   a. Deposit refuse in any refuse container other than his/her own or that is assigned for his/her use by the City.
b. Accumulate or dispose of refuse in any manner or at any location which the City Council deems a nuisance to the public health or safety.

c. Fail to place their refuse container at the nearest street curb or street edge on the date of collection for collection purposes, except refuse customers who have provided the City with a written verification from a physician stating they are physically unable to place the refuse container at the street, in which case all refuse will be placed in securely tied plastic bags.

d. Place the refuse container at the curb or street edge more than twenty-four (24) hours in advance of the scheduled collection, or failure to remove the refuse container from the curb side or street edge to the front line of the house within twenty-four (24) hours of the day of collection. The first and second violation will result in Environmental Services Department personnel placing a notification "sticker" on the refuse container notifying the resident of the requirement to remove the container from the street edge. The third violation will result in suspension of service and Environmental Services Department personnel repossessing the refuse container. A $20.00 reinstatement fee will be charged for re-delivery of the container and reinstatement of service. (Ord. 3892, §2)

e. Fail to place garbage in tied plastic bags prior to depositing such refuse in containers.

f. It shall be unlawful for any unauthorized person to rummage through or scourge items from any refuse or recycling container owned serviced, or maintained by the City.

g. Place liquid waste (i.e. paint, waste oil, chemicals) in a refuse container or bags to be collected by the City.

h. Burn, paint, or otherwise deface any refuse or recycling container owned by the City.

i. Place bulk or loose refuse or waste items at the curb or street edge more than seventy-two (72) hours in advance of a pre-arranged collection or a scheduled annual citywide cleanup. (Ord. 4102)

j. Place hazardous, infectious or regulated waste in a refuse container that is not intended for such wastes and marked as such. Any infectious wastes generated from residential sources must be placed in a rigid leak-proof, puncture resistant container with a tight fitting lid. Infectious wastes generated from commercial sources cannot be discarded into the municipal solid waste stream unless processed and sterilized to specifications required by law. (Ord. 3768, §1)

(Return to Contents)
Sec. 18-8. Enforcement of service charge collection.

The city may enforce collection of such service charge as may be established in this Chapter by bringing legal action against any refuse customer to recover any sums due for services plus the cost of such action. Customers that are sixty or more days behind in paying for service shall have their refuse container(s) repossessed until such time that payment is made and the account is in good standing, and a $20.00 re-delivery fee will be charged before service is reinstated. (Ord. 3768, §1)

(Return to Contents)

Sec. 18-9. Yard waste procedures.

It shall be the duty of all customers to comply with the following procedures pertaining to yard waste:

(a) All yard waste shall be separated by the owner or occupant from all other garbage and refuse accumulated on the premises and shall be composted on the premises or placed in paper biodegradable bags and set out for collection by the City.

(b) All yard waste shall be collected from residential, commercial, industrial and institutional premises at least once each week.

(c) Yard waste must be placed at the curb on the customers' regular pick up day in a paper biodegradable bag.

(d) The number of paper biodegradable bags containing yard waste which citizens may place out for collection shall be unlimited.

(e) Persons choosing not to compost yard waste on their own property may place yard waste in paper biodegradable bags.

(f) Nothing in this Chapter is intended to prevent an owner from transporting yard wastes accumulating on premises of the owner, provided such yard waste is disposed of at city-approved composting station or neighborhood collection sites in accordance with policies established by the City. (Ord. 3768, §1)

(Return to Contents)
Article II - Residential Refuse Disposal and Collection

Sec. 18-14. Residential collections; special collections.

a. The City shall provide residential customers with special collections as requested, for which the City shall be entitled to assess a reasonable charge as determined by the Director. Special collection fees are as follows: tires - $5.00 each (with a $10.00 minimum charge); limbs and brush - minimum charge $20.00 for the first 15 minutes of loading time plus $1.00 per minute charge thereafter; major appliances - $20.00 each; household waste and items too large to discard in the refuse container - $25.00 for each cubic yard; special collection fees shall be paid in advance of the collection service being requested. Paper shredding - $25.00 per man hour charged on a quarter-hour basis with a $10.00 minimum charge. Paper to be shredded shall be delivered to the shredding facility. (Ord. 4170, §1)

b. For those occasions when a resident has a bulk item or items to dispose of, the City may sell stickers to be affixed to each bulk item for collection on the resident's regularly scheduled collection day. The rate to be charged shall be $5.00 per sticker. Items that can be lifted by one person will require one sticker; items requiring lifting by two persons will require two stickers. Stickers should be affixed to each item in such a manner as to be easily seen by collection crews. Regulated items (i.e. appliances, tires, yard waste) will not be eligible for collection using stickers, but may be collected for a separate fee as specified in (a) above.

c. Annually, a pick-up of bulk waste items will be provided at no additional cost to residential customers. Certain items, including regulated items, will be exempted from this pick-up as determined by the Director. (Ord. 3768, §1) (Ord. 4069) (Ord. 4102)

(Return to Contents)
Sec. 18-15. Residential refuse container and storage requirements.

It shall be the duty of every residential refuse customer to comply with the following provisions pertaining to the storage of refuse:

(a) All refuse shall be stored placed at the designated collection point, normally the curb or street edge in front of the residence, in containers provided by the customer or rollout containers obtained from the City, in accordance with provisions of Section 18-7. Refuse other than bulk waste items too large for the roll-out container must be placed out for regular collection in the container(s) provided by the City. All loose and/or offensive (putrescible) refuse shall be placed in tied plastic bags.

(b) Residents are encouraged to remove containers from the curb within twenty-four (24) hours of their scheduled collection day. A normal community standard dictates that containers not be left at the curb or street edge for aesthetic reasons as well as to not obstruct vision or pedestrian traffic. If a complaint is received regarding containers left at the curb, residents may receive a notification from Environmental Services personnel informing them of the community standard.

(c) Refuse containers shall be kept tightly closed and maintained in a clean, neat and sanitary condition at all times. The periodic cleaning and sanitizing of the refuse container shall be the responsibility of each residential customer. (Ord. 3768, §1)

(Return to Contents)

Sec. 18-16. Service charge rates for residential refuse collection.

a. Each residential refuse customer shall pay to the City a service charge of $11.50 per month for the weekly collection of the contents of each 35 gallon container, all acceptable yard wastes in biodegradable bags, and all specified recyclables. Each residential refuse customer shall pay to the City a service charge of $14.00 per month for the weekly collection of the contents of each 90 gallon container, all acceptable yard wastes in biodegradable bags, and all specified recyclables. (Ord. 4170, §2)

(Return to Contents)
Sec. 18-17. Service charge to be included and itemized on electric and/or water service bill.

The service charges established in Section 18-16 herein shall be included and itemized on municipal utilities electric and/or water service bills and payment of such charges shall be made at the same time and in the same manner as electric and/or water bills are paid.

However, should any residential refuse customer receive neither municipal electric or water service, then the city shall prepare and mail special service charge bills to such customers. (Ord. 3768, §1)

(Return to Contents)

Sec. 18-18. Exemption.

Residential customers may be exempt from the monthly charge if the dwelling is unoccupied for a minimum of one (1) month and giving prior notification to the City's Environmental Services Director. (Ord. 3768, §1; Ord. 3892, §3)

(Return to Contents)

Secs. 18-19 to 18-22. Reserved.

(Return to Contents)

Article III - Commercial Refuse Disposal and Collection
Sec. 18-23. Number of commercial collections; special collections.

a. The City shall provide commercial customers with special collections as requested, for which the City shall be entitled to assess a reasonable charge as determined by the Director. Special collection fees are as follows: tires - $5.00 each (with a $10.00 minimum charge); limos and brush - minimum charge $20.00 for the first 15 minutes of loading time plus a $1.00 per minute charge thereafter; major appliances - $20.00 each; special household waste, including transfer station fees and involving items too large to discard in a refuse container - $25.00 for each cubic yard; paper shredding - $25.00 per hour charged on a quarter-hour basis with a $10.00 minimum charge, paper to be delivered to the shredding facility, (paper will not be picked up for shredding). (Ord. 4170, §3)

(Return to Contents)

Sec. 18-24. Commercial refuse container and storage requirements.

(a) It shall be the duty of every commercial refuse customer to comply with the same provisions pertaining to the storage of refuse as set for residential customers in Section 18-15 herein.

(b) It shall be the duty of every commercial refuse customer to provide adequate and appropriate space to accommodate the refuse container(s) necessary to accommodate the solid waste generated by each business establishment. The space provided must be easily accessible and on a hard surface approved by the Director. (Ord. 3768, §1) the Environmental Services Department.

(b) Any new development or re-development that will result in a commercial refuse customer as defined in Section 18-1 herein must provide plans for refuse container storage and access for collection. Such plans must be approved by the Environmental Services Department prior to issuance of a construction permit. Any altering of the approved plans without prior approval from the Environmental services Department can result in interruption in, and/or loss of, refuse service. Space requirements for various size containers are determined by the Environmental Services Department. The Department has issued standard guidelines for the size and spacing for acceptable solid waste pickup areas. This information can be found on the City's website or is available by contacting the office of the Environmental Services Department.

(Return to Contents)
Sec. 18-25. Service charge rates for commercial refuse collection.

Each commercial refuse customer shall pay to the city a service charge for collection as follows:

a. Each commercial refuse customer shall subscribe to one of the following service levels and pay monthly to the City the following service charge(s) for the corresponding container and frequency of service:

<table>
<thead>
<tr>
<th>One (1) cubic yard container</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$40.30/month</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$80.60/month</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$120.90/month</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$161.30/month</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$201.60/month</td>
</tr>
</tbody>
</table>

There will be a $25.00 charge for any additional service request.

<table>
<thead>
<tr>
<th>Two (2) cubic yard container</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$63.50/month</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$127.00/month</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$190.50/month</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$254.00/month</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$317.50/month</td>
</tr>
</tbody>
</table>

There will be a $30.00 charge for any additional service request.

<table>
<thead>
<tr>
<th>Four (4) cubic yard container</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$108.85/month</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$217.70/month</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$326.50/month</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$435.30/month</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$544.10/month</td>
</tr>
</tbody>
</table>
There will be a $40.00 charge for any additional service request.

**Six (6) cubic yard container**

<table>
<thead>
<tr>
<th>Services per Week</th>
<th>Price per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$155.80</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$311.60</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$467.45</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$623.25</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$779.05</td>
</tr>
</tbody>
</table>

There will be a $50.00 charge for any additional service request.

The initial container requested will be delivered at no extra charge. However, there will be a $20.00 fee for changing container sizes after the initial delivery.

b. Each commercial refuse customer shall pay to the City a service charge of $14.00 per month for collection of one (1) 90-gallon roll-out container once per week.

c. Customers utilizing the City’s construction/demolition container service shall pay to the City a rental charge of $5.00 per day (Monday through Friday) plus a charge of $90.00 per pull plus appropriate landfill or transfer station tipping fees for each open top roll-off container.

d. Each customer shall pay to the City, a service charge of $5.00 per day (Monday through Friday) for use of each 4-yard container, plus a charge of $73.00 each time a 4-yard container is emptied, and, each customer shall pay to the City, a service charge of $5.00 per day (Monday through Friday) for use of each 6-yard container, plus a charge of $99.50 each time a 6-yard container is emptied.

e. Each customer shall pay to the City a service charge of $105.00 per pull plus appropriate landfill or transfer station fees for each hydraulically operated roll-off compactor.

f. Each customer requesting to have the City haul regulated waste shall pay the established container fees as specified in Section 18-25 herein as well as all other applicable disposal fees in addition to a $2.00 per mile transportation fee.

g. Each customer shall pay to the City a fee of $40.00 to have a roll-off or construction/demolition container relocated at the customer’s request. (Ord. 4170, §4).

(Return to Contents)
Sec. 18-26. Service charge bills to be prepared by city.

The service charges established in Section 18-25 herein shall be included and itemized on municipal utilities electric and/or water service bills and payment of such charges shall be made at the same time and in the same manner as electric and/or water bills are paid. However, should any commercial refuse customer receive neither municipal electric or water service, then the City shall prepare and mail special service charge bills to such customers. (Ord. 3768, §1)

(Return to Contents)

Secs. 18-27 to 18-31. Reserved.

(Return to Contents)

Article IV - Refuse Service Review Committee

Sec. 18-32. Review Committee; selection of members; authority.

Should any solid waste and/or refuse customer desire an exemption from any of the provisions of this Chapter, he shall make his request known to the Director of Environmental Services. Such committee shall have the authority to uphold, modify, or suspend any of the provisions of this Chapter, provided that in so doing no nuisance to the public health, safety, or welfare is caused or maintained. The Council shall annually reappoint three of its members, representing the widest coverage of the City possible, to review such request or to hear said appeal. (Ord. 3768, §1; Ord. 3892, §4)

(Return to Contents)
Article V - Recovery of Emergency Related Expenses

Sec. 18-38. Procedure for recovery of expenses incurred in emergency actions in response to releases or threatened releases of material into or upon the environment.

When used in this section, "emergency action" shall mean all exigent activities conducted in order to prevent or mitigate harm to the public health and safety or the environment from a release or threatened release of any material into or upon land, water or air.

When used in this section, "governmental entity" shall include the City of Rolla, and any entity responding under a mutual aid agreement with the City of Rolla.

When used in this section, "person" shall include any individual, corporation, association, partnership, firm, trustee, legal representative, or any combination thereof.

When used in this section, "recoverable expenses" shall include the full costs of the responding governmental entity that are reasonable, necessary and allocable to an emergency action. Recoverable expenses shall not include expenditures that are incurred in the course of providing routine firefighting protection. Expenses allowable for recovery may include, but are not limited to:

- (1) Disposable materials and supplies consumed and expended specifically for the purpose of the emergency action.
- (2) Compensation of employees for the time and efforts devoted specifically to the emergency action.
- (3) Rental or leasing of equipment used specifically for the emergency action (e.g., protective equipment or clothing, scientific and technical equipment).
- (4) Replacement costs for equipment owned by the governmental entity that is contaminated beyond reuse or repair, if the equipment was a total loss and the loss occurred during the emergency action (e.g., self-contained breathing apparatus irretrievably contaminated during the response).
- (5) Decontamination of equipment contaminated during the response.
- (6) Special technical services specifically required for the response (e.g., costs associated with the time and efforts of technical experts or specialists not otherwise provided for by the governmental entities).
- (7) Other special services specifically required for the emergency action.
• (8) Laboratory costs of analyzing samples taken during the emergency action.
• (9) Any costs of cleanup, storage, or disposal of the released material.
• (10) Costs associated with the services, supplies and equipment procured for a specific evacuation of persons or property.
• (11) Medical expenses incurred as a result of response activities.
• (12) Legal expenses and administrative costs that may be incurred as a result of the emergency action, including efforts to recover expenses pursuant to this Chapter.

When used in this section, "release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into or upon land, water or air, of any material which the city determines may be harmful to the public health and welfare or the environment.

When used in this section, "threatened release" shall mean any imminent or impending event potentially causing but not resulting in a release, but causing the governmental entities to undertake an emergency action.

Any person causing or responsible for a release or threatened release resulting in an emergency action shall be strictly liable to the governmental entity for the recoverable expenses resulting from the emergency action. There shall be a rebuttable presumption that any person owning or controlling property causing a release or threatened release is responsible for such release or threatened release.

The city administrator of the City of Rolla shall keep an itemized record of its recoverable expenses resulting from the emergency action. Promptly after completion of the emergency action, he shall certify those expenses to the city clerk.

The city clerk shall submit a written, itemized claim for the total certified expenses incurred by the City of Rolla for the emergency action to the responsible party and a written notice that, unless the amounts are paid in full to the City of Rolla within 30 days after the date of the mailing of the claim and notice, the city counselor of the City of Rolla will file a civil action for the stated amount.

The city clerk may cause a lien in the amount of the recoverable expenses to be placed on any real property located within the boundaries of the City of Rolla owned by the person causing or responsible for the emergency action.

Nothing in this Chapter shall be construed to conflict with the state or federal laws requiring persons causing or responsible for releases or threatened releases from engaging in remediation activates and/or paying the costs thereof.

In the event a release occurs, the person causing or responsible for such release shall immediately notify the city clerk and request emergency action. Failure of any person to report any release shall be an ordinance violation and upon conviction
thereof shall be punished by a fine of not more than $500.00 or by imprisonment of not more than six months or by both such fine and imprisonment. (Ord. 3768, §1)

(Return to Contents)

Secs 18-39 to 18-43. Reserved.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

ITEM/SUBJECT: Salem Avenue Overlay
                Federal Project No. STP-5200(917)

BUDGET APPROPRIATION (IF APPLICABLE) - $145,000.00   DATE: 03/07/16

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

COMMENTARY:

Attached is an ordinance authorizing the Mayor to execute a MISSOURI HIGHWAYS
AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT for
improvements to Salem Avenue. These improvements consist of an overlay and
handicap ramp improvements along the entire length of Salem Avenue. The amount
of federal funds for this project will be $96,000.00

The proposal is from the Missouri Department of Transportation for a total of
$145,000.00

Staff recommends approval.

ITEM NO. VI B.1.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.

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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7TH DAY OF MARCH 2016.

APPROVED:


MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT

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

WITNESSETH:

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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 grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5200(917) involves:

Overlay and curb ramp improvements on Salem Avenue in the City of Rolla

The City shall be responsible for all aspects of the construction of the improvement.
(2) **LOCATION:** The contemplated improvement designated as Project STP-5200(917) by the Commission is within the city limits of Columbia, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Salem Avenue between 5th Street and Highway 72

(3) **REASONABLE PROGRESS POLICY:** The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) **LIMITS OF SYSTEM:** The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) **ROUTES TO BE INCLUDED:** The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) **INVENTORY AND INSPECTION:** The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) **CITY TO MAINTAIN:** Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals
installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.
(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs that have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by City will be reimbursed at the pro-rata share established for each project phase. The pro-rata share for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to, reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law.
judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) **PERMITS:** The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) **TRAFFIC CONTROL:** The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) **WORK ON STATE RIGHT OF WAY:** If any contemplated improvements for Project STP-5200(917) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

(17) **NOTICE TO BIDDERS:** The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) **PROGRESS PAYMENTS:** The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

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

(20) **OUTDOOR ADVERTISING:** The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) **FINAL AUDIT:** The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) **AUDIT REQUIREMENT:** If the City expend(s) seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars ($750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

(24) **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

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

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

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Mr. Steve Hargis, Director of Public Works
PO Box 979
Rolla, MO 65402
Facsimile No:(573)364-8602

(B) To the Commission:
Mr. David Silvester, Central District Engineer
PO Box 718
Jefferson City, MO 65102
Facsimile No:(573)751-8267

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

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

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

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

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.
(30) **ACCESS TO RECORDS:** The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) **CONFLICT OF INTEREST:** The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) **MANDATORY DISCLOSURES:** The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

Executed by the City this ___ day of ____________, 20___.

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Title ___________________________

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF ROLLA

By ___________________________

Title ___________________________

ATTEST:

By ___________________________

Title ___________________________

Approved as to Form:

By ___________________________

Title ___________________________

9
[If needed to authorize a city official to execute the agreement.]

Ordinance No: __________________
In 2013 City Council discussed issues/complaints on the growing deer population in Rolla. At the time Dept. of Conservation Agent Darrin Wood gave a very good presentation on urban wildlife management, and we generally concluded that Rolla had a healthy wildlife ecology that saw deer, turkey, fox, raccoon, opossum, armadillo, groundhog, etc. There was discussion then that many MO communities have moved to expand bow hunting opportunities to maintain healthy wildlife population. Rolla had already amended City Code to permit bow hunting during the regulated DOC deer season on Rural Residentially (R-R) zoned property. With the exception of some limited complaints on flora being damaged by deer and the following accident history we have not heard much concern over our wildlife:

Deer/Vehicular Accidents in Rolla

2012 – 10
2013 – 11
2014 – 10
2015 – 7

(Annual Ave of 9.5)

Sec. 41-6. Discharge of bows and arrows and crossbows prohibited within the City Limits of Rolla, Missouri; exceptions.

(a) Definitions:

Bow and arrows shall mean a bow and arrow combination that requires completely manual operation without any means to cock the weapon. This definition excludes bow and arrow combinations considered as toys and intended to release arrows incapable of penetrating a target or other surface.

Crossbow shall mean a traditional crossbow utilizing a mechanism wherein the weapon can be cocked and left in a stable state until it is subsequently released or fired at a later time via a trigger mechanism.

(b) It shall be unlawful for any person within the City Limits to discharge any bow and arrow or crossbow unless that person complies with the following regulations and in either subsections 41-6 (c) and 41-6(d).

1) It shall be unlawful for any person to discharge any type of bow and arrow or crossbow within Rolla's City Limits in a manner that endangers persons or property.
(2) It shall be unlawful for any person to discharge any type of bow and arrow or crossbow in such a manner that causes the arrow or bolt to land on any property other than the property on which the arrow or bolt was discharged, unless written permission is granted by the impacted property owner(s).

(3) It shall be unlawful to use and/or discharge any type of bow and arrow or crossbow on public property unless authorized by the City Council.

(c) The use of any type of bow and the discharge of target arrows is permitted within Rolla’s City Limits for the purpose of target shooting. Any person who participates in target shooting pursuant to this subsection shall abide by subsection 41-6 (b) and the following rules:

(1) It shall be unlawful for any person fifteen (15) years of age or younger to participate in target shooting unless under the supervision of a parent or legal guardian.

(2) It shall be unlawful for any person who participates in target shooting pursuant to this subsection to discharge a broadhead or any type of hunting arrow.

(d) The use of longbow, recurve and/or compound bows, or crossbows, and the discharge of broadhead or other hunting arrows or bolts is permitted within Rolla’s City Limits for the purpose of taking game as regulated by the Missouri Department of Conservation and with the written permission of the property owner. Hunting using bows and arrows or crossbows shall only be permitted on land zoned “R-R” (Rural Residential) pursuant to Chapter 42, Article III, Zoning, and subject to the provisions of subsection 41-6 (b).

In December 2015 we received a formal complaint from Mr. Robert Tucker regarding a heard of 9 deer that generally live on 10 acres of property adjacent to the Rolla Middle School. The concern was not to eliminate the deer population but to limit its potential rapid growth of same. Mr. Tucker has provided a good description of their situation. Over the last couple months Staff has revisited the issue and again discussed options with DOC. RPD Lt. Jim Macormic will share some of the information he accumulated from attending the Urban Wildlife Management Seminar in 2013. There is no desire or recommendation to introduce rifle hunting in the City limits but there is consideration to expand our current hunt in R-R zoned areas to possibly include DOC regulated archery hunts in any private track of land in excess of three (3) acres (could be more acreage required?). The other safety stipulations in Sec. 41-6 would still apply. Our Mapping Division has provided a map of the general areas potentially impacted by same. Mr. Tucker would like to address Council on this matter as well. Discussion needed.
John,

Thank you for discussing the issue of hunting within the city limits of Rolla with me last week. On the Cloverleaf property owned by Lucy Sutcliffe at 823 Soest we have seen an increase in the deer population over the last few years. Currently, within the approximately 20 acres held within the Spreng Estate, Cloverleaf, and the Junior High School, there are at least 11 deer (five does, three grown bucks (a 12 point, an eight point, and a six point), and three fawns (two does and a button buck). I saw nine deer at one time two weeks ago, the only members of the heard not present were the two largest bucks.

![Figure 1. Picture of the eight point buck, taken 22 Nov 2015.](image1)

![Figure 2. Picture of one of the twins, taken 15 Jul 2015](image2)

![Figure 3. Picture of one of the twins, taken 5 Jul 2015](image3)
Our concern is the damage they do to our garden and flower garden and the surrounding ecosystem within the woods. I don't know what the carrying capacity of an urban area would be, given the cornucopia of delicacies in gardens and fields in the area. However, given the deer could expand their home range a bit to some 30 acres, this gives a 1 deer to about 3 acres ratio. Kip Adams discusses whitetail populations in Whitetail Wisdom, August/September 2010 where he suggests a ratio of 20 to 30 deer per square mile is generally healthy before noticeable environmental damage is observed. We are a bit over that with a density of about one deer per three acres (which equates to over 200 deer per square mile).


The tight knit deer community in this small area suggests a lot of inbreeding occurs. I have watched the three bucks for two years. The 12 point had 10 points last year (figure 7). The eight point was a small six point last year and the six point was a crotch horn last year. The three does either lost their fawns, were not impregnated last year, or only recently came into maturity. It is good that only two of five does had fawns this year. This suggests that five does could produce 10 fawns next spring.
Within the home range there are several well defined trails the deer use and they circle their home range on frequent intervals. Currently, there are several raccoons in the area and last year we saw a fox hanging around the Cloverleaf residence. I feed mixed grains to the birds and throw out some dry dog food for the raccoons and a small amount of corn for the larger birds. The backyard is rather difficult for deer to enter without jumping over a four foot fence or walk around a construction zone that looks like Verdun in 1915.

Another aspect of a high deer population is the number of car-deer accidents that can occur. In 2011 Rolla had 11 such accidents reported (see pg 18 in the article provided). One of the lads who works for us had a close friend crash into a large buck this year on the outskirts of Rolla.

I would like to have special permission to reduce the deer population in the Cloverleaf area by removing one or two does and at least one of the older bucks and the button buck. The number of does in the area will attract a buck from further afield who will bring new genes into the current herd. The large buck seems to keep other rivals away. I have licenses and the bow skills to conduct this herd reduction.

If the reduction of the Cloverleaf head can’t be conducted this year, could the city promote this R1 zone as a research area? There is a possibility that a Missouri Science and Technology graduate student would have an interest in pursuing a research topic in the area. Baring this possibility, would the City of Rolla have the resources to initiate a study of urban deer populations and the sustainable populations to include the cultural carrying capacity, discussed in the article (http://extension.missouri.edu/p/G9479)? I would be available to assist in either study.

Again, thank you for your insights and discussion.

Dr. Robert E. Tucker (LTC RET)
Adjunct Professor Missouri S&T
### 2011 MISSOURI DEER CRASHES

#### COUNTY QUARTILE ANALYSIS

![Map of Missouri showing quartile analysis of deer crashes by county.]

**Legend:**
- Dark gray: 37 - 255 crashes
- Medium gray: 19 - 36 crashes
- Light gray: 10 - 18 crashes
- Lightest gray: 0 - 9 crashes

*Legend categories are based on quartiles of counties.*

<table>
<thead>
<tr>
<th>Rank</th>
<th>County</th>
<th>Frequency</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>ST LOUIS</td>
<td>255</td>
<td>7.2</td>
</tr>
<tr>
<td>2.0</td>
<td>JACKSON</td>
<td>197</td>
<td>5.5</td>
</tr>
<tr>
<td>3.0</td>
<td>JEFFERSON</td>
<td>173</td>
<td>4.9</td>
</tr>
<tr>
<td>4.5</td>
<td>CLAY</td>
<td>145</td>
<td>4.1</td>
</tr>
<tr>
<td>4.5</td>
<td>PLATTE</td>
<td>145</td>
<td>4.1</td>
</tr>
<tr>
<td>6.0</td>
<td>FRANKLIN</td>
<td>116</td>
<td>3.1</td>
</tr>
<tr>
<td>7.0</td>
<td>ST CHARLES</td>
<td>92</td>
<td>2.6</td>
</tr>
<tr>
<td>8.0</td>
<td>JOHNSON</td>
<td>90</td>
<td>2.5</td>
</tr>
<tr>
<td>9.0</td>
<td>CAPE GIRARDEAU</td>
<td>84</td>
<td>2.4</td>
</tr>
<tr>
<td>10.0</td>
<td>CASS</td>
<td>81</td>
<td>2.3</td>
</tr>
<tr>
<td>11.0</td>
<td>CALLAWAY</td>
<td>77</td>
<td>2.2</td>
</tr>
<tr>
<td>12.0</td>
<td>COLE</td>
<td>68</td>
<td>1.9</td>
</tr>
<tr>
<td>13.5</td>
<td>BOONE</td>
<td>62</td>
<td>1.7</td>
</tr>
<tr>
<td>13.5</td>
<td>WARREN</td>
<td>62</td>
<td>1.7</td>
</tr>
<tr>
<td>15.0</td>
<td>LINCOLN</td>
<td>60</td>
<td>1.7</td>
</tr>
<tr>
<td>16.0</td>
<td>PETTIS</td>
<td>56</td>
<td>1.6</td>
</tr>
<tr>
<td>17.0</td>
<td>PULASKI</td>
<td>53</td>
<td>1.5</td>
</tr>
<tr>
<td>18.5</td>
<td>JASPER</td>
<td>51</td>
<td>1.4</td>
</tr>
<tr>
<td>18.5</td>
<td>PHELPS</td>
<td>51</td>
<td>1.4</td>
</tr>
<tr>
<td>20.0</td>
<td>MARION</td>
<td>48</td>
<td>1.3</td>
</tr>
<tr>
<td>21.0</td>
<td>HAWFORD</td>
<td>47</td>
<td>1.3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rank</th>
<th>County</th>
<th>Frequency</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.0</td>
<td>PIKE</td>
<td>46</td>
<td>1.3</td>
</tr>
<tr>
<td>23.0</td>
<td>LAFAYETTE</td>
<td>44</td>
<td>1.2</td>
</tr>
<tr>
<td>24.0</td>
<td>DENT</td>
<td>41</td>
<td>1.2</td>
</tr>
<tr>
<td>25.5</td>
<td>GREENE</td>
<td>40</td>
<td>1.1</td>
</tr>
<tr>
<td>25.5</td>
<td>NEWTON</td>
<td>40</td>
<td>1.1</td>
</tr>
<tr>
<td>27.5</td>
<td>MORGAN</td>
<td>37</td>
<td>1.0</td>
</tr>
<tr>
<td>27.5</td>
<td>STE GENEVIEVE</td>
<td>37</td>
<td>1.0</td>
</tr>
</tbody>
</table>

#### First Quartile

<table>
<thead>
<tr>
<th>Rank</th>
<th>County</th>
<th>Frequency</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>29.5</td>
<td>GASCONADE</td>
<td>36</td>
<td>1.0</td>
</tr>
<tr>
<td>29.5</td>
<td>ST FRANCOIS</td>
<td>36</td>
<td>1.0</td>
</tr>
<tr>
<td>31.0</td>
<td>BENTON</td>
<td>34</td>
<td>1.0</td>
</tr>
<tr>
<td>32.0</td>
<td>MILLER</td>
<td>33</td>
<td>0.9</td>
</tr>
<tr>
<td>33.5</td>
<td>CAMEEN</td>
<td>32</td>
<td>0.9</td>
</tr>
<tr>
<td>33.5</td>
<td>LACLEDE</td>
<td>32</td>
<td>0.9</td>
</tr>
<tr>
<td>35.0</td>
<td>CRAWFORD</td>
<td>29</td>
<td>0.8</td>
</tr>
<tr>
<td>36.0</td>
<td>BUCHANAN</td>
<td>28</td>
<td>0.8</td>
</tr>
<tr>
<td>38.0</td>
<td>RANDOLPH</td>
<td>27</td>
<td>0.8</td>
</tr>
</tbody>
</table>

#### Second Quartile
<table>
<thead>
<tr>
<th>RANK</th>
<th>COUNTY</th>
<th>FREQUENCY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>38.0</td>
<td>SALINE</td>
<td>27</td>
<td>0.8</td>
</tr>
<tr>
<td>38.0</td>
<td>TEXAS</td>
<td>27</td>
<td>0.8</td>
</tr>
<tr>
<td>40.0</td>
<td>AUDRAIN</td>
<td>26</td>
<td>0.7</td>
</tr>
<tr>
<td>41.0</td>
<td>TANEY</td>
<td>23</td>
<td>0.7</td>
</tr>
<tr>
<td>44.5</td>
<td>BUTLER</td>
<td>24</td>
<td>0.7</td>
</tr>
<tr>
<td>44.5</td>
<td>MACON</td>
<td>24</td>
<td>0.7</td>
</tr>
<tr>
<td>44.5</td>
<td>MONTGOMERY</td>
<td>24</td>
<td>0.7</td>
</tr>
<tr>
<td>44.5</td>
<td>WASHINGTON</td>
<td>24</td>
<td>0.7</td>
</tr>
<tr>
<td>44.5</td>
<td>WAYNE</td>
<td>24</td>
<td>0.7</td>
</tr>
<tr>
<td>44.5</td>
<td>WRIGHT</td>
<td>23</td>
<td>0.6</td>
</tr>
<tr>
<td>49.0</td>
<td>VERNON</td>
<td>22</td>
<td>0.6</td>
</tr>
<tr>
<td>50.5</td>
<td>CHRISTIAN</td>
<td>21</td>
<td>0.6</td>
</tr>
<tr>
<td>50.5</td>
<td>COOPER</td>
<td>21</td>
<td>0.6</td>
</tr>
<tr>
<td>52.0</td>
<td>HARRISON</td>
<td>20</td>
<td>0.6</td>
</tr>
<tr>
<td>55.5</td>
<td>CARTER</td>
<td>19</td>
<td>0.5</td>
</tr>
<tr>
<td>55.5</td>
<td>DOUGLAS</td>
<td>19</td>
<td>0.5</td>
</tr>
<tr>
<td>55.5</td>
<td>HOLT</td>
<td>19</td>
<td>0.5</td>
</tr>
<tr>
<td>55.5</td>
<td>LAWRENCE</td>
<td>19</td>
<td>0.5</td>
</tr>
<tr>
<td>55.5</td>
<td>PERRY</td>
<td>19</td>
<td>0.5</td>
</tr>
<tr>
<td>55.5</td>
<td>STONE</td>
<td>19</td>
<td>0.5</td>
</tr>
<tr>
<td>59.5</td>
<td>LINN</td>
<td>18</td>
<td>0.5</td>
</tr>
<tr>
<td>59.5</td>
<td>MARIES</td>
<td>18</td>
<td>0.5</td>
</tr>
<tr>
<td>64.5</td>
<td>BARTON</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>64.5</td>
<td>BATES</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>64.5</td>
<td>CARROLL</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>64.5</td>
<td>CLARK</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>64.5</td>
<td>LEWIS</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>64.5</td>
<td>LIVINGSTON</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>64.5</td>
<td>STODDARD</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>64.5</td>
<td>WEBSTER</td>
<td>16</td>
<td>0.4</td>
</tr>
<tr>
<td>69.0</td>
<td>MONROE</td>
<td>15</td>
<td>0.4</td>
</tr>
<tr>
<td>70.5</td>
<td>ADAIR</td>
<td>14</td>
<td>0.4</td>
</tr>
<tr>
<td>70.5</td>
<td>OREGON</td>
<td>14</td>
<td>0.4</td>
</tr>
<tr>
<td>72.0</td>
<td>POLK</td>
<td>13</td>
<td>0.4</td>
</tr>
<tr>
<td>74.5</td>
<td>CLINTON</td>
<td>12</td>
<td>0.3</td>
</tr>
<tr>
<td>74.5</td>
<td>OSAGE</td>
<td>12</td>
<td>0.3</td>
</tr>
<tr>
<td>74.5</td>
<td>RALLS</td>
<td>12</td>
<td>0.3</td>
</tr>
<tr>
<td>74.5</td>
<td>ST CLAIR</td>
<td>12</td>
<td>0.3</td>
</tr>
<tr>
<td>78.5</td>
<td>MONITEAU</td>
<td>11</td>
<td>0.3</td>
</tr>
<tr>
<td>78.5</td>
<td>RIPLEY</td>
<td>11</td>
<td>0.3</td>
</tr>
<tr>
<td>78.5</td>
<td>SCOTLAND</td>
<td>11</td>
<td>0.3</td>
</tr>
<tr>
<td>78.5</td>
<td>SCOTT</td>
<td>11</td>
<td>0.3</td>
</tr>
<tr>
<td>82.5</td>
<td>ATCHISON</td>
<td>10</td>
<td>0.3</td>
</tr>
<tr>
<td>82.5</td>
<td>CHARLESTON</td>
<td>10</td>
<td>0.3</td>
</tr>
<tr>
<td>82.5</td>
<td>DE KALB</td>
<td>10</td>
<td>0.3</td>
</tr>
<tr>
<td>82.5</td>
<td>NODAY</td>
<td>10</td>
<td>0.3</td>
</tr>
</tbody>
</table>

**TABLE 16**

---

**Fourth Quartile**

<table>
<thead>
<tr>
<th>RANK</th>
<th>COUNTY</th>
<th>FREQUENCY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>87.5</td>
<td>ANDREW</td>
<td>9</td>
<td>0.3</td>
</tr>
<tr>
<td>87.5</td>
<td>DALLAS</td>
<td>9</td>
<td>0.3</td>
</tr>
<tr>
<td>87.5</td>
<td>DAVIESS</td>
<td>9</td>
<td>0.3</td>
</tr>
<tr>
<td>87.5</td>
<td>DUNKLIN</td>
<td>9</td>
<td>0.3</td>
</tr>
<tr>
<td>87.5</td>
<td>REYNOLDS</td>
<td>9</td>
<td>0.3</td>
</tr>
<tr>
<td>87.5</td>
<td>SULLIVAN</td>
<td>9</td>
<td>0.3</td>
</tr>
<tr>
<td>91.5</td>
<td>CALDWELL</td>
<td>8</td>
<td>0.2</td>
</tr>
<tr>
<td>91.5</td>
<td>MC DONALD</td>
<td>8</td>
<td>0.2</td>
</tr>
<tr>
<td>93.0</td>
<td>RAY</td>
<td>7</td>
<td>0.2</td>
</tr>
<tr>
<td>95.0</td>
<td>PEMISCOT</td>
<td>6</td>
<td>0.2</td>
</tr>
<tr>
<td>95.0</td>
<td>SHELBY</td>
<td>6</td>
<td>0.2</td>
</tr>
<tr>
<td>95.0</td>
<td>WORTH</td>
<td>6</td>
<td>0.2</td>
</tr>
<tr>
<td>99.0</td>
<td>GENTRY</td>
<td>5</td>
<td>0.1</td>
</tr>
<tr>
<td>99.0</td>
<td>GRUNDY</td>
<td>5</td>
<td>0.1</td>
</tr>
<tr>
<td>99.0</td>
<td>NOX</td>
<td>5</td>
<td>0.1</td>
</tr>
<tr>
<td>99.0</td>
<td>PUTNAM</td>
<td>5</td>
<td>0.1</td>
</tr>
<tr>
<td>99.0</td>
<td>SIIANNON</td>
<td>5</td>
<td>0.1</td>
</tr>
<tr>
<td>104.0</td>
<td>CEDAR</td>
<td>4</td>
<td>0.1</td>
</tr>
<tr>
<td>104.0</td>
<td>HICKORY</td>
<td>4</td>
<td>0.1</td>
</tr>
<tr>
<td>104.0</td>
<td>MERCER</td>
<td>4</td>
<td>0.1</td>
</tr>
<tr>
<td>104.0</td>
<td>MISSISSIPPI</td>
<td>4</td>
<td>0.1</td>
</tr>
<tr>
<td>104.0</td>
<td>NEW MADRID</td>
<td>4</td>
<td>0.1</td>
</tr>
<tr>
<td>108.0</td>
<td>BARRY</td>
<td>3</td>
<td>0.1</td>
</tr>
<tr>
<td>108.0</td>
<td>BOLLINGER</td>
<td>3</td>
<td>0.1</td>
</tr>
<tr>
<td>108.0</td>
<td>SCHUYLER</td>
<td>3</td>
<td>0.1</td>
</tr>
<tr>
<td>111.0</td>
<td>IOWARD</td>
<td>2</td>
<td>0.1</td>
</tr>
<tr>
<td>111.0</td>
<td>MADISON</td>
<td>2</td>
<td>0.1</td>
</tr>
<tr>
<td>111.0</td>
<td>OZARK</td>
<td>2</td>
<td>0.1</td>
</tr>
<tr>
<td>113.0</td>
<td>ST LOUIS CITY</td>
<td>1</td>
<td>0.0</td>
</tr>
<tr>
<td>114.5</td>
<td>DADE</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>114.5</td>
<td>IRON</td>
<td>0</td>
<td>0.0</td>
</tr>
</tbody>
</table>
## 2011 MISSOURI DEER CRASHES

### CITY LISTING

<table>
<thead>
<tr>
<th>RANK</th>
<th>CITY</th>
<th>FREQUENCY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>KANSAS CITY</td>
<td>214</td>
<td>17.7</td>
</tr>
<tr>
<td>2.0</td>
<td>LEES SUMMIT</td>
<td>49</td>
<td>4.1</td>
</tr>
<tr>
<td>3.0</td>
<td>WILDCOOG</td>
<td>47</td>
<td>3.9</td>
</tr>
<tr>
<td>4.0</td>
<td>CAFE GIRARDEAU</td>
<td>44</td>
<td>3.6</td>
</tr>
<tr>
<td>5.0</td>
<td>JEFFERSON CITY</td>
<td>42</td>
<td>3.5</td>
</tr>
<tr>
<td>6.0</td>
<td>JOPLIN</td>
<td>25</td>
<td>2.1</td>
</tr>
<tr>
<td>7.0</td>
<td>PARKVILLE</td>
<td>23</td>
<td>1.9</td>
</tr>
<tr>
<td>8.5</td>
<td>JACKSON</td>
<td>22</td>
<td>1.8</td>
</tr>
<tr>
<td>8.5</td>
<td>MARYLAND HEIGHTS</td>
<td>22</td>
<td>1.8</td>
</tr>
<tr>
<td>10.0</td>
<td>FULTON</td>
<td>21</td>
<td>1.7</td>
</tr>
<tr>
<td>11.0</td>
<td>ST. JOSEPH</td>
<td>19</td>
<td>1.6</td>
</tr>
<tr>
<td>12.5</td>
<td>LAKE OZARK</td>
<td>18</td>
<td>1.5</td>
</tr>
<tr>
<td>12.5</td>
<td>OSAGE BEACH</td>
<td>18</td>
<td>1.5</td>
</tr>
<tr>
<td>14.5</td>
<td>HANNIBAL</td>
<td>17</td>
<td>1.4</td>
</tr>
<tr>
<td>14.5</td>
<td>SPRINGFIELD</td>
<td>17</td>
<td>1.4</td>
</tr>
<tr>
<td>16.0</td>
<td>ST. ROBERT</td>
<td>16</td>
<td>1.3</td>
</tr>
<tr>
<td>17.5</td>
<td>INDEPENDENCE</td>
<td>15</td>
<td>1.2</td>
</tr>
<tr>
<td>17.5</td>
<td>WARRENSBURG</td>
<td>15</td>
<td>1.2</td>
</tr>
<tr>
<td>19.0</td>
<td>CHESTERFIELD</td>
<td>14</td>
<td>1.2</td>
</tr>
<tr>
<td>20.0</td>
<td>KNOB NOSTER</td>
<td>12</td>
<td>1.0</td>
</tr>
<tr>
<td>21.5</td>
<td>FORISTELL</td>
<td>11</td>
<td>0.9</td>
</tr>
<tr>
<td>21.5</td>
<td>ROLLA</td>
<td>11</td>
<td>0.9</td>
</tr>
<tr>
<td>24.5</td>
<td>BALLWIN</td>
<td>10</td>
<td>0.8</td>
</tr>
<tr>
<td>24.5</td>
<td>BLUE SPRINGS</td>
<td>10</td>
<td>0.8</td>
</tr>
<tr>
<td>24.5</td>
<td>COLUMBIA</td>
<td>10</td>
<td>0.8</td>
</tr>
<tr>
<td>24.5</td>
<td>WENTZVILLE</td>
<td>10</td>
<td>0.8</td>
</tr>
<tr>
<td>29.0</td>
<td>BOWLING GREEN</td>
<td>9</td>
<td>0.7</td>
</tr>
<tr>
<td>29.0</td>
<td>GRANDVIEW</td>
<td>9</td>
<td>0.7</td>
</tr>
<tr>
<td>29.0</td>
<td>LAKE ST. LOUIS</td>
<td>9</td>
<td>0.7</td>
</tr>
<tr>
<td>29.0</td>
<td>PLATTE CITY</td>
<td>9</td>
<td>0.7</td>
</tr>
<tr>
<td>29.0</td>
<td>WAYNESVILLE</td>
<td>9</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>ARNOLD</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>CREVE GOEUR</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>EUREKA</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>HERCULANEUM</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>HILLSBORO</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>LIBERTY</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>LOUISIANA</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>O'FALLON</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>SUNSET HILLS</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>36.5</td>
<td>WARRENTON</td>
<td>8</td>
<td>0.7</td>
</tr>
<tr>
<td>43.5</td>
<td>BELTON</td>
<td>7</td>
<td>0.6</td>
</tr>
<tr>
<td>43.5</td>
<td>BOONVILLE</td>
<td>7</td>
<td>0.6</td>
</tr>
<tr>
<td>43.5</td>
<td>PEVELY</td>
<td>7</td>
<td>0.6</td>
</tr>
<tr>
<td>43.5</td>
<td>WASHINGTON</td>
<td>7</td>
<td>0.6</td>
</tr>
<tr>
<td>50.5</td>
<td>ERANSON</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>COTTLEVILLE</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>DES PERES</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>GLADSTONE</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>MOBERLY</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>POTOŠI</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>ST. CHARLES</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>ST. CLAIR</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>SALEM</td>
<td>6</td>
<td>0.5</td>
</tr>
<tr>
<td>50.5</td>
<td>SEDALIA</td>
<td>6</td>
<td>0.5</td>
</tr>
</tbody>
</table>

1Percentage is based on deer involved crashes which occurred in Missouri municipalities with populations of 1,000 or more. Only those municipalities comprising 0.5% or more of these crashes are listed.

**TABLE 17**
PRAYER FOR PEACE OFFICERS

March 9th 2016
6:00 p.m.

Concept for this event:

With the ever changing world and government we live in our fellow brothers and sisters in blue are senselessly losing their lives while attempting to help others and their communities. We are asking for a 30 minute to 1 hour prayer service to include our local law enforcement family and community. This prayer in hopes will raise awareness and bring our communities closer together to help fight a good fight with a peaceful ending.

Several of our local churches in Phelps County are dedicating a special non denominational evening service for the purpose of praying for our law enforcement officers in these difficult times. They are as follows:

First Baptist Church of Rolla (801 N. Cedar Street Rolla, MO.)
First Assembly of God (1608 N. Oak Street, Rolla, MO.)
Greentree Christian Church (800 Greentree Rd. Rolla MO.) (Refreshments after)
Apostolic Pentecostal Church (750 S. Rolla Street Rolla, MO.)
Ridgeview Christian Church (806 Ridgeview Rd. Rolla, MO)
Rolla Church of Christ (1303 Nagogami Rd Rolla, MO)(Meal before at 5:30)
Central Community Church of God (400 N. Olive Street Rolla, MO)
Seventh Day Adventist Church (810 Hwy O Rolla, MO.)
Rolla Church of the Nazarene (1901 E 10th Street Rolla, MO.)

St. James (Churches)

Newburg (Churches)

We will have uniformed officers attend the services in all of the churches with their families.

Weather this is your home church or not, please attend one of these services to honor and pray for our law enforcement officers and their families.

Thank you,

Cpl. Anthony Lauth #892
Rolla Police Department