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.

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, April 1, 2019; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: JONATHAN HINES, DANIEL JONES, MATTHEW CROWELL, ANN MURPHEY, JACOB ROHTER, DAVID SCHOTT, JODY EBERLY, JOHN MEUSCH, JIM WILLIAMS, BRIAN WOOLLEY, STEVEN JUNG, AND TIFFANY HENRY

PLEDGE OF ALLEGIANCE
Councilwoman Ann Murphey

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – March 4, 2019
   2) City Council Meeting – March 18, 2019

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) National Day of Prayer Proclamation
B) Your Community Health Center - Ms. Kelly Miller, CEO
C) 2018 Tourism Report – Rolla Area Chamber of Commerce Executive Director Stevie Kearse

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – February 2019
B) Police Department Monthly Report – February 2019
C) Animal Control Division Monthly Report – February 2019
D) The Centre Financial Analysis – February 2019
E) Parks Department Financial Analysis – February 2019
F) Building Codes Division Monthly Report – February 2019
V. OLD BUSINESS
A) Ordinance Ratifying Ordinance No. 4454 to Adopt 2018 IBC –
   (Community Development Director Steve Flowers) – Final Reading
B) Ordinance Authorizing the Mayor to Enter into an Agreement with Donelson
   Construction for Project 480 – 2019 Micropaving –
   (City Engineer Darin Pryor) – Final Reading

VI. NEW BUSINESS
A) Motion Approving Use of Rolla National Airport Fields for Greek Week Games Sept. 7 & 14, 2019, with Beer Sales – (City Administrator John Butz) - Motion
B) Motion Authorizing the Closing of Certain Streets/Parking Lots during Summerfest 2019 –
   (Public Works Director Steve Hargis) – Motion
C) Ordinance Vacating an Existing Storm Sewer Easement in Lot 24, Silverleaf Subdivision –
   (Public Works Director Steve Hargis) – First Reading
D) Ordinance Authorizing the Mayor to Enter into an Agreement with JViation, Inc., for Consulting
   Services- (Public Works Director Steve Hargis) – First Reading

VII. CLAIMS and/or FISCAL TRANSACTIONS
A) Motion Awarding the bid for Splash Zone Water Park Shade/Game Area; and, a Resolution
   Authorizing the Mayor to Enter into an Agreement with Play & Park Structures, Park Hills, MO for Same– (Parks Director Floyd Jernigan) – Motion/Resolution
B) Motion Awarding Bid for Project #479 - McCutchen Roundabout; and an Ordinance
   Authorizing the Mayor to Enter into a Contract for Same – (City Engineer Darin Pryor) – Motion/First Reading
C) Motion Awarding Bid for Project #490 – Phase III Asphalt Improvements; and an Ordinance
   Authorizing the Mayor to Enter into a Contract for Same – (City Engineer Darin Pryor) – Motion/Ordinance

VIII. CITIZEN COMMUNICATION
A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION
Pursuant to RSMo. 610.021, the Council will discuss the following in Closed Session:
1) Real Estate

XII. ADJOURNMENT
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 4, 2019; 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, Daniel Jones, Matthew Crowell, Ann Murphey, Jacob Rohter, David Schott, Jody Eberly, John Meusch, Jim Williams, Brian Woolley, Steven Jung, and Tiffany Henry

Council Members Absent: None.

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

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

Councilman Daniel Jones led in the Pledge of Allegiance.

A member of the Rolla Ministerial Alliance then gave the invocation.

Mayor Magdits called the meeting to order at approximately 6:32 p.m.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:

1) City Council Meeting – February 4, 2019
2) City Council Closed Session Meeting – February 4, 2019
3) City Council Meeting – February 19, 2019
4) City Council Closed Session Meeting – February 19, 2019
II. PUBLIC HEARINGS

None.

III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) St. Pat’s Celebration Update: Public Works Director Steve Hargis apprised the Council of the street and parking lot closings during the annual St. Patrick’s Day celebration.

(B) Integrated Management Plan Approval Presentation: Mr. Dave Carani with HDR Engineering provided a brief overview of the City’s Integrated Management Plan. He explained the Plan is the long-term strategic plan to help guide the City’s wastewater and storm water investments over the next 20 years.

A motion was made by Williams and seconded by Eberly to approve the proposed Integrated Management Plan and to submit it to the Department of Natural Resources (DNR) for final disposition. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

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

Mayor Magdits referred the Council to (A) the January 2019, Environmental Services Department Monthly Report; (B) the January 2019, Police Department Monthly Report; (C) the January 2019, Animal Control Division Monthly Report; (D) the January 2019 Centre Financial Analysis; (E) the January 2019 Rolla Municipal Utilities Monthly Report (F) the January 22, 2019, Rolla Board of Public Works Meeting Minutes; (G) the January 2019 Building Codes Division Monthly Report; (H) the February 12, 2019, Planning and Zoning Commission Meeting Minutes; and (I) and January 2019, Municipal Court Monthly Report.
V. OLD BUSINESS

(A) Ordinance Rezoning Parcel Located on the Southeast Side of the Intersection of Lions Club Dr. & Highway O from Rural Residential District (R-R) to Highway Commercial District (C-3) (Intercounty Electric): Community Development Director Steve Flowers reported the rezoning request for the Intercounty Electric property has been permanently withdrawn.

(B) Ordinance Approving Final Plat of Cottonwood Dr. Addition (Cottonwood Dr. Add.): Community Development Director Steve Flowers explained the subject request is to approve the final plat of Cottonwood Addition, which through the minor subdivision process would consolidate parcels identified with Phelps County Assessor’s account numbers of 10731 through 10735 and part of 10725 into a 1.53-acre lot. William, Robert, & Suzanne Stoltz own the subject lots. Mr. Flowers informed the Council that Mr. Rusty Doss of the Overland Group, LLC, which is an umbrella LLC that builds and owns the buildings in which Dollar General Retail stores operate, is acting as the agent for this project. The subject lots are located on the northwest side of the intersection of Cottonwood Drive and South Bishop Avenue. Mr. Flowers noted the building located on the north boundary of Lot 1 would be demolished before building permits would be issued. He reported the Planning and Zoning Commission recommends approval of this request.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4472: AN ORDINANCE APPROVING THE FINAL PLAT OF COTTONWOOD DRIVE ADDITION, WHICH IS A PLAT THAT WILL, THROUGH THE MINOR SUBDIVISION PROCESS, CONSOLIDATE THE PARCELS IDENTIFIED WITH THE PHELPS COUNTY ASSESSOR ACCOUNT NUMBERS OF 10731, 10732, 10733, 10734, 10735, AND PART OF 10725 INTO A 1.53-ACRE LOT. (COTTONWOOD DR. ADD.). A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Williams, Jones, Jung, Schott, Woolley, Murphey, Henry, Crowell, Meusch, Rohter, Eberly, and Hines. Nays; None. Absent; None. Motion carried. The ordinance passed.

(C) Ordinance Approving Final Plat of Joyner Acres (Joyner): Community Development Director Steve Flowers indicated the request is to approve the final plat of Joyner Acres, which is currently platted as Lot 4 of the final plat of Moutray Acres. Dr. Ginger Koller and Mr. Paul A. Joyner own the subject lot. He said the subject lot is
V. OLD BUSINESS (continued)

(C) Ordinance Approving Final Plat of Joyner Acres (Joyner) (continued): Located north of the intersection of Thomas Drive and Traci Dawn Drive. Mr. Flowers noted the subject lot was part of a reconfiguration in July 2018, which was conducted through a subdivision process. He informed the Council the applicant would like to replat the subject lot as Lot 1 of Joyner Acres. Mr. Flowers reported that unanimously the Planning and Zoning Commission recommends approval of the final plat.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4473: AN ORDINANCE APPROVING THE FINAL PLAT OF JOYNER ACRES, WHICH IS CURRENTLY PLATTED AS LOT 4 OF THE FINAL PLAT OF MOUSTRAY ACRES. (JOYNER ACRES). A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Henry, Woolley, Murphey, Williams, Hines, Rohter, Meusch, Jones, Eberly, Crowell, Schott, and Jung. Nays; None. Absent; None. Motion carried. The ordinance passed.

(D) Ordinance Vacating Alley that Connects Rolla Street to the End of Houston Road (Houston/Rolla Alley Vacation): Community Development Director Steve Flowers explained the subject request is to vacate the entire alley that connects Rolla Street and the northeastern end of Houston Road. Four separate property owners own property along this approximately 16.5 foot-wide and 260-foot long stretch of alley to be vacated. Mr. Flowers noted the City recommends vacating the alley to facilitate the conveyance of property and because there is no evidence the property was properly dedicated to the City. He reported that unanimously the Planning and Zoning Commission recommends approval of the request.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4474: AN ORDINANCE APPROVING THE VACATION OF THE ENTIRE ALLEY THAT CONNECTS ROLLA STREET TO THE NORTHEASTERN END OF HOUSTON ROAD. (HOUSTON/ROLLA ALLEY VACATION). A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Meusch, Schott, Jung, Hines, Woolley, Murphey, Henry, Crowell, Rohter, Jones, Eberly, and Williams. Nays; None. Absent; None. Motion carried. The ordinance passed.
V. OLD BUSINESS (continued)

(E) Ordinance Amending Section 27-92 of the Code Relating to Parking on Holloway Street: City Engineer Darin Pryor stated staff is proposing to remove the on-street parking on Holloway Street on the west side from Fourteenth Street to Eighteenth Street. After the installation of the sidewalk on the west side, it would be difficult to allow on-street parking.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4475: AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING. A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Rohter, Crowell, Murphey, Schott, Hines, Jung, Woolley, Jones, Eberly, Henry, Williams, and Meusch. Nays; None. Absent; None. Motion carried. The ordinance passed.

(F) Ordinance Amending Section 27-5 of the Code Relating to Right Turns: City Engineer Darin Pryor said staff is proposing to remove the right-turn only restriction at the Strobach and South Bishop Avenue intersection. He told the Council staff has received several requests to consider removing this restriction. Mr. Pryor indicated staff would continue to monitor this intersection for safety.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4476: AN ORDINANCE AMENDING SECTION 27-5 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO RIGHT TURNS. A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jones, Williams, Jung, Hines, Woolley, Murphey, Henry, Crowell, Meusch, Rohter, Eberly, and Schott. Nays; None. Absent; None. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Building Code Effectiveness Grading Schedule Results: Community Development Director Steve Flowers touched on the Building Code Enforcement Evaluation Report. He noted the City improved in several areas and the City received a Class 4 ISO rating, which is an improvement over the previous Class 10 ISO rating.
VI. NEW BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Enter into an Agreement with the Missouri Department of Transportation Pertaining to Grants: Police Chief Sean Fagan asked the Council for permission to continue working with the Missouri Department of Transportation on grants for DWI saturation patrols and for traffic enforcement. The Police Department normally receives $25,000 for this grant.

City Administrator John Butz asked the Council to consider the final reading of the ordinance at this meeting due to timing issues.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4477: 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 Meusch and seconded by Hines to suspend the rules and that the ordinance be read for its final reading, by title. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Woolley, Henry, Murphey, Williams, Hines, Jung, Meusch, Rohrer, Eberly, Crowell, Schott, and Jones. Nays; None. Absent; None. Motion carried. The ordinance passed.

(C) Ordinance Amending Sections 27-98, 27-101, and 27-118 of the Code Relating to Parking: City Engineer Darin Pryor reported the business owner at 1004 North Pine Street has requested changes to the two-hour and thirty minute parking on Pine Street between Tenth and Eleventh Streets on the east side. The business is the Downtown Barber Shop owned by Mr. Dennis Foster. Mr. Pryor said Mr. Foster has requested the parking on the east side of this block of Pine be changed to one-hour parking from 8 a.m. until 5 p.m. except on Sundays and legal holidays.

Mayor Magdits suggested to Mr. Pryor that he reach out to the Rolla Downtown Business Association and downtown merchants regarding this request.
VI. NEW BUSINESS (continued)


(D) Resolution Authorizing the Mayor to Enter into a Sewer Use Agreement with HLG, LLC: Public Works Director Steve Hargis relayed that in early 2014 the City entered into an agreement with Stately Mansions Mobile Home Park to provide sewer service. That agreement was based on some easements and property the City had purchased from the Huffmans that allowed them to connect to the City’s sewer system. The original agreement was based on charging the City’s residential unmetered rate. Mr. Hargis noted currently there are 42 units with a maximum 50 units in the park. The charges in the new agreement are based on a metered rate at a cost of 1.5 times the City rate. The mobile home park will have its own service availability fee of $175 a month.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1944: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND HLG, LLC. A motion was made by Williams and seconded by Jung to approve the proposed resolution. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. The resolution passed.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for VIPS Vehicle Replacement: Police Chief Sean Fagan stated the Police Department is requesting permission to purchase a pre-owned Highway Patrol vehicle for $15,250, for the VIPS program. This vehicle would replace one of the four current vehicles in the fleet. A motion was made by Williams and seconded by Jung to authorize the purchase of a 2016 Dodge Charger from the Missouri State Highway Patrol for $15,250. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(B) Motion Awarding Bid for Project #482 - 2019 Phase II Asphalt Improvements; and an Ordinance Authorizing the Mayor to Enter into a Contract with N.B. West Contracting for Same: City Engineer Darin Pryor asked the Council to consider awarding the bid for Project #482 - 2019 Phase II Asphalt Improvements to the low bidder, N.B. West Contracting, Sullivan, Missouri for $172,290.90. This project would pave Forum Drive from Tenth Street to the roundabout and paves the intersection of Soest and Pinetree Roads. Additionally, Mr. Pryor asked the Council to consider the first reading of an ordinance that would authorize the Mayor to enter into a contract with N.B. West Contracting.

A motion was made by Murphey and seconded by Schott to award the bid for Project #482, 2019 Phase II Asphalt Improvements to N.B. West Contracting, Sullivan, Missouri, for $172,290.90. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND N.B. WEST CONTRACTING COMPANY FOR 2019 PHASE II ASPHALT IMPROVEMENTS, PROJECT #482.

(C) Ordinance Authorizing Grant Award with SEMA for Storm Siren Replacement: Fire Chief Ron Smith informed the Council that in December the City was notified by SEMA (State Emergency Management Association) that the Fire Department was eligible to receive a grant for a storm siren for up to $30,000 without any matching funds. In February 2019, the Fire Department was notified it had been awarded the grant. Chief Smith asked the Council to consider the first and final readings of the subject ordinance at this meeting due to a requirement to have the siren installed by June 1, 2019. Chief Smith indicated this grant would replace two sirens, which are 25 to 30 years old. The new siren will be capable of covering the area of the two older sirens.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4478: 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
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(C) Ordinance Authorizing Grant Award with SEMA for Storm Siren Replacement (continued): CITY OF ROLLA, MISSOURI AND THE MISSOURI STATE EMERGENCY MANAGEMENT AGENCY TO PURCHASE AN OUTDOOR STORM SIREN. A motion was made by Williams and seconded by Schott to suspend the rules and that the ordinance be read for its final reading, by title. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Crowell, Schott, Jung, Hines, Jones, Murphey, Henry, Williams, Meusch, Rohter, Eberly, and Woolley. Nays; None. Absent; None. Motion carried. The ordinance passed.

(D) Resolution Authorizing the Mayor to Execute Siren Purchase from Federal Signal: Fire Chief Ron Smith asked the Council to consider authorizing the purchase of an outdoor storm siren from Federal Signal. He noted Blue Valley provides the maintenance work on the sirens.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1945: A RESOLUTION AUTHORIZING THE PURCHASE OF A FEDERAL SIGNAL 2001-130 STORM SIREN AND COMMUNICATIONS EQUIPMENT THROUGH FEDERAL SIGNAL SAFETY CORPORATION. A motion was made by Williams and seconded by Jung to approve the proposed resolution. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. The resolution passed.

VIII. CITIZEN COMMUNICATION

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

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Snow/Ice on Sidewalks: Mayor Magdits noted he received a couple of complaints about the snow and ice on downtown sidewalks. One complaint was about the snow and ice in front of a business and two were on numbered streets, which did not have a
IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(A) Snow/Ice on Sidewalks (continued): business facing it. Mayor Magdits asked who is responsible for snow/ice removal.

City Administrator John Butz said it is the responsibility of the adjacent property owner. Mr. Butz added the City has a generic ordinance based on statutory authority that says you can declare the adjacent property owner responsible.

Councilwoman Eberly suggested reminding the business owners and the Rolla Downtown Business Association (RDBA) at the beginning of the winter season that it is the property owner’s responsibility.

(B) Assisted Living: Councilman Williams reminded everyone that Rolla has some nice assisted living places. He said he toured Oak Pointe, Parkside, Silverstone, Rolla Manor, and Rolla Rehabilitation and they are all very nice. Mr. Williams encouraged folks to tour these facilities.

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Pine Street Incident: Councilman Jones commented about an incident that occurred on Pine Street involving a shopper that turned into a physical altercation. He said it could have been a lot worse had it not been for Chief Fagan’s team showing up and deescalating the situation. Mr. Jones thanked the Police Department for a safer night.

XI. CLOSED SESSION

None.

XII. ADJOURNMENT

The meeting adjourned at approximately 7:52 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

MARCH 4, 2019
I. PUBLIC HEARINGS

None.

II. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) RREC Spring Update: Rolla Regional Economic Commission (RREC) Executive Director Cyndra Lorey updated the Council on the projects she has been working on and provided a development update.

III. OLD BUSINESS

(A) Ordinance Amending Sections 27-98, 27-101, and 27-118 of the Code Relating to Parking: City Engineer Darin Pryor recalled that during the last meeting, the Council discussed a request from the owners of the Downtown Barber Shop asking to change
III. OLD BUSINESS (continued)

(A) Ordinance Amending Sections 27-98, 27-101, and 27-118 of the Code Relating to Parking (continued): the parking time from two-hour parking to one-hour parking from Tenth and Eleventh Streets on Pine Street only on the east side. Mr. Pryor indicated that following the last Council meeting, he met with adjacent property owners. He reported he received two letters from adjacent property owners in opposition to the changes. Mr. Pryor told the Council the ordinance contained in the current agenda packet has been revised since its first reading. If the proposed ordinance were approved, it would make the change to one-hour parking for the four spots in front of the barbershop and VIPS (Volunteers in Police Service) office. The parking spots in front Ace Properties and MK Legal Planning would remain two hour.

A motion was made by Williams and seconded by Hines to amend the ordinance to reflect one-hour parking in front of the Downtown Barbershop and in front of the VIPS (Volunteers in Police Service) office with two-hour parking remaining in front of Ace Properties and MK Legal Planning. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title as amended. ORDINANCE: AN ORDINANCE AMENDING SECTIONS 27-98, 27-101 AND 27-118 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING. A motion was made by Williams and seconded by Hines to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Williams, Hines, Jung, Meusch, Henry, and Rohter. Nays; Eberly, Murphey, Jones, Crowell, and Schott. Absent; Woolley. Motion failed. The ordinance failed.

(B) Ordinance Authorizing the Mayor to Enter into a Contract with N.B. West Contracting for Project #482 - 2019 Phase II Asphalt Improvements: City Engineer Darin Pryor recalled that during its last meeting the Council awarded the bid for Project #482 - 2019 Phase II Asphalt Improvements for $172,290.90 to N.B. West Contracting. Staff is asking the Council to consider the final reading of the subject ordinance that would authorize the Mayor to enter into a contract with N.B. West Contracting for this project.
III. OLD BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Enter into a Contract with N.B. West Contracting for Project #482 - 2019 Phase II Asphalt Improvements (continued):
City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4479: 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 N.B. WEST CONTRACTING COMPANY FOR 2019 PHASE II ASPHALT IMPROVEMENTS, PROJECT #482. A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Hines, Rohter, Jung, Williams, Jones, Murphey, Schott, Crowell, Meusch, Eberly, and Henry. Nays: None. Absent: Woolley. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Ordinance Ratifying Ordinance No. 4454 to Adopt 2018 IBC: Community Development Director Steve Flowers noted that in December 2018, the Council approved the ordinance adopting the 2018 IBC (International Building Codes). He noted RSMo. 67.280, requires a notice be posted 90 days before enactment specifying the Codes are available for public use, inspection, and examination. Staff asked the Council to consider the first reading of the proposed ordinance.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE RATIFYING THE UPDATES TO THE 2018 IBC (INTERNATIONAL BUILDING CODES), APPROVED BY ORDINANCE NO. 4454, DATED DECEMBER 17, 2018, FOLLOWING A 90-DAY NOTICE PERIOD.

(B) Information Regarding Changes to Sanitation/Recycling Collections:
Environmental Services Director Brady Wilson apprised the Council of some planned scheduling changes for residential collection routes. He said this is an effort to balance the daily workload and to avoid occasional overtime expenses. Mr. Wilson said this change would affect about 450 residents.

Mr. Wilson also announced the citywide cleanup would be held on Saturday, April 6, 2019.

MARCH 18, 2019
IV. NEW BUSINESS (continued)

(C) Resolution Considering Notice of Termination to MIRMA for Insurance Coverage: City Administrator John Butz began by introducing Mr. Kelly Beets and Mr. Patrick Bonnot representing MIRMA (Missouri Intergovernmental Risk Management Association). He explained MIRMA is the City's pool for insurance purposes.

Mr. Butz stated that in 2017 the City began speaking with an insurance firm to explore options to save the City money. Based on comparable coverages, past claim experience and management, it is projected market premiums could be as much as $125,000 - $150,000 less than MIRMA’s 2019/2020 assessment. Mr. Butz said he is recommending the City look at the marketplace and see what other premiums might be. He added the City’s relationship with MIRMA has been outstanding for many years. This recommendation is not about the disappointment or disillusion with their services.

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1946: A RESOLUTION AUTHORIZING THE NOTICE OF TERMINATION BETWEEN THE CITY OF ROLLA AND MO INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION (MIRMA). A motion was made by Williams and seconded by Jung to approve the proposed resolution. A hand count on the motion showed nine ayes, two nays, and one absent. Motion carried. The resolution passed.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for 2019 Micropaving – Project #480; and an Ordinance Authorizing the Mayor to Enter into An Agreement for Same: City Engineer Darin Pryor reported bids were obtained for the 2019 microwaving project. The low bid was received from the sole bidder Donelson Construction, Clever, Missouri, for $388,814.55. Mr. Pryor informed the Council this project would seal approximately nine miles of streets. Staff recommends approval of the bid.

A motion was made by Williams and seconded by Jung to award the bid for Project #480 – 2019 Micropaving to Donelson Construction Co., LLC, for $388,814.55. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(A) Motion Awarding Bid for 2019 Micropaving – Project #480; and an Ordinance Authorizing the Mayor to Enter into An Agreement for Same (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 A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONELSON CONSTRUCTION COMPANY, LLC FOR 2019 MICROPAVING, PROJECT #480.

(B) Motion Awarding Bid for Two Park Department Mowers: Parks Director Floyd Jernigan reported bids were obtained for two, 2019 zero turning radius mowers – one with a 72-inch mower deck and one with a 60-inch mower deck. He said these mowers would replace two John Deere mowers the Parks Department has had for seven years. Mr. Jernigan indicated these mowers would be transferred to the Rolla National Airport. Staff is recommending the bid be awarded to Schaeperkoetter Sales and Service, Owensville, Missouri for a total price of $26,179. A motion was made by Williams and seconded by Jung to award the bid for two 2019 mowers to Schaeperkoetter Sales and Service, Owensville, Missouri for $26,179. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) City Administrator’s Goals and Objectives for January – December 2019: Mayor Magdits referred the Council to the proposed goals and objectives and entertained questions regarding the goals and their respective weights. Mayor Magdits indicated the City Administrator’s Review Committee would review the goals and objectives with Mr. Butz in six months.

(B) St. Patrick’s Day Weekend: Councilman David Schott thanked all the City employees for all they did during the St. Patrick’s Day festivities.

(C) Graffiti: Councilman Daniel Jones thanked Public Works Director Steve Hargis and his staff for removing some nasty, demeaning graffiti that recently appeared in the city. He said the employees did a good job getting it removed quickly.

City Administrator John Butz encouraged residents to report any graffiti in the city.
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

None.

IX. CLOSED SESSION

None.

X. ADJOURNMENT

The meeting adjourned at approximately 7:48 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________  ______________________________
CITY CLERK                                MAYOR

MARCH 18, 2019
National Day of Prayer
(May 2, 2019)

WHEREAS: It is the duty of nations, as well as of men, to owe their dependence upon the overruling power of God, to confess their sins and transgressions, in humble sorrow, yet with assured hope that genuine repentance will lead to mercy and pardon, and to recognize the sublime truth announced in the Holy Scriptures and proven by all history, that those nations only are blessed whose God is the Lord; and

WHEREAS: We believe that this nation was founded upon a relationship of those who govern with Him who created them and who ordained the government; that a culture in which Godly leaders can mature is a culture of adherence to principles expressed in the Bible; and that Biblical principles are the cornerstones of compassionate and appropriate governance and the best template for a society characterized by morality, freedom, justice and peace; and

WHEREAS: We know our leaders are under tremendous pressure. We know they need our prayers and our leaders need to know they are being supported in prayer. We pray for our leaders “that we may live peaceful and quiet lives in all godliness and holiness”; and

WHEREAS: Now is the time to pray for the families of our country. The family is an institution ordained by God. A healthy family should be a place of love, support and spiritual growth; and

WHEREAS: The youth of today will grow up to lead the 21st century America. Each day they are bombarded by conflicting moral standards. We pray for the youth of America and ask the Lord to make them bold in their faith. May He grant them the ability to work together in unity as they seek to light our Nation with prayer; and

WHEREAS: The City of Rolla now joins our country in a day of prayer for our Nation, our Leaders, our Communities, our Families and our Youth.

NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, do hereby proclaim Thursday, May 2, 2019 as “National Day of Prayer” with the theme “Love One Another” in Rolla, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 1st Day of April in the Year of Our Lord, Two-thousand and Nineteen.

Louis J. Magdits, IV, Mayor
City of Rolla
The following is a report of the tourism efforts of the Rolla Area Chamber of Commerce for 2018. The RACC has a contract for Tourism services with the City of Rolla. The information provided in this report reflects the services outlined in that contract.
## Motel Tax Revenue & Expenses for 2018

### 2018 Tourism Budget

This budget was approved by the RACC Board of Directors. The chart outlines the budget compared to each quarter with year-end totals.

### Tourism Income

<table>
<thead>
<tr>
<th>Budget</th>
<th>Jan-Mar</th>
<th>Apr-June</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
<th>Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motel Tax</td>
<td>$270,000.00</td>
<td>$59,778.91</td>
<td>$80,325.57</td>
<td>$99,806.76</td>
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<tr>
<td>Interest</td>
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<td>$99.59</td>
<td>$87.84</td>
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<tr>
<td>Miscellaneous</td>
<td>$25.00</td>
<td>$90.00</td>
<td>$104.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Special Projects</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Coop Grant (MDT)</td>
<td>-</td>
<td>$6,792.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Special Events</td>
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<td>$8,722.59</td>
<td>$270.00</td>
<td>$45.00</td>
<td>$(150.00)</td>
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<tr>
<td>TOTAL</td>
<td>$278,325.00</td>
<td>$75,483.09</td>
<td>$80,787.41</td>
<td>$99,937.97</td>
<td>$99,491.66</td>
</tr>
</tbody>
</table>

### Tourism Expenses

#### Building Expenses

<table>
<thead>
<tr>
<th>Budget</th>
<th>Jan-Mar</th>
<th>Apr-June</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
<th>Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Payment</td>
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<td>$6,387.39</td>
<td>$6,387.39</td>
<td>$6,387.39</td>
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<td>Maintenance, Landscaping</td>
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<td>$661.71</td>
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<tr>
<td>Parking Lot</td>
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<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>Building Reserve</td>
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<td>$1,350.00</td>
<td>$1,350.00</td>
<td>$1,350.00</td>
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<td>Cleaning Services</td>
<td>$6,500.00</td>
<td>$1,850.00</td>
<td>$1,000.00</td>
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<td>$1,500.00</td>
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<td>Utilities</td>
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<td>$1,243.85</td>
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<tr>
<td>Special Projects</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$278,325.00</td>
<td>$75,483.09</td>
<td>$80,787.41</td>
<td>$99,937.97</td>
<td>$99,491.66</td>
</tr>
</tbody>
</table>

#### Operating Expenses

<table>
<thead>
<tr>
<th>Budget</th>
<th>Jan-Mar</th>
<th>Apr-June</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
<th>Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
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<td>$1,500.00</td>
<td>$1,000.00</td>
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<tr>
<td>Sports Grants</td>
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<td>-</td>
<td>$15,000.00</td>
<td>$9,000.00</td>
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<td>Dues &amp; Subscriptions</td>
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<tr>
<td>Insurance - D&amp;O</td>
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<td>Insurance - Work Comp</td>
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<tr>
<td>Miscellaneous</td>
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<td>Office Equipment</td>
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<td>Professional Fees</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Signage</td>
<td>$12,000.00</td>
<td>$2,940.00</td>
<td>$2,940.00</td>
<td>$2,940.00</td>
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<td>Travel &amp; Meetings</td>
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<td>Web Maintenance</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$339,266.00</td>
<td>$76,457.26</td>
<td>$76,386.08</td>
<td>$84,627.98</td>
<td>$88,654.71</td>
</tr>
</tbody>
</table>

#### Payroll

<table>
<thead>
<tr>
<th>Budget</th>
<th>Jan-Mar</th>
<th>Apr-June</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
<th>Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll/Taxes/ Retirement</td>
<td>$108,500.00</td>
<td>$25,575.14</td>
<td>$29,370.78</td>
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<td>Other</td>
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<tr>
<td>Special Projects</td>
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<td>-</td>
<td>$1,838.52</td>
<td>$2,500.00</td>
<td>-</td>
</tr>
<tr>
<td>Education (Staff/Board)</td>
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<td>-</td>
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<td>-</td>
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<tr>
<td>Hospitality</td>
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<td>$19.88</td>
<td>$840.90</td>
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<td>Group Tour Service</td>
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<td>-</td>
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<tr>
<td>Rolla Video/Photography</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tradeshow Fees</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL CASH OUTFLOW</td>
<td>$339,266.00</td>
<td>$76,457.26</td>
<td>$76,386.08</td>
<td>$84,627.98</td>
<td>$88,654.71</td>
</tr>
</tbody>
</table>

### CASH AT END OF PERIOD

<table>
<thead>
<tr>
<th>Budget</th>
<th>Jan-Mar</th>
<th>Apr-June</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
<th>Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll/Taxes/ Retirement</td>
<td>$(60,941.00)</td>
<td>$(13,715.99)</td>
<td>$4,401.33</td>
<td>$15,309.89</td>
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</tr>
</tbody>
</table>
2018 Motel Tax Revenues

This first chart outlines the Motel Tax income for each quarter, the year-end total and a comparison to the budgeted amount for 2018.

We try to keep budgeted income conservative when planning for the coming year just in case motel stays are lower than the previous year. As you can see from the chart, our year end income for Motel Tax well exceeded our budgeted figure.

2018 Motel Tax Revenue – Quarter, Year End, Budget
This second chart compares year end Motel Tax figures for the past 5 years. We have had a steady climb in revenue over the past 5 years. 2018 came in only slightly higher than 2017.

Year End Motel Tax Revenue 2014-2018

- 2014: $265,949.19
- 2015: $198,881.88
- 2016: $325,877.98
- 2017: $339,458.23
- 2018: $335,398.34
2018 Tourism Expenses

This first chart outlines the tourism expenses for 2018 and breaks them down into four categories; Building Expenses, Operating Expenses, Payroll, and Other Expenses. These expenses are then compared to the budgeted figures for the year.
This second chart compares tourism income to expenses for the past five years.
2019 Tourism Marketing Efforts

The following detail will outline the marketing efforts for 2018. This detail includes projects that we have worked on, tourism related events, advertisements, tourism partnership grants, sports tourism grants, and land/building maintenance work.

Tourism Related Events/Projects

**Coupon Book Project** – once again we put together a coupon book of local businesses that was distributed to newcomers and guests to the community.

**Rolla Public Relations Club** – Aimee Campbell, our Tourism Director, is now serving as the facilitator of this club that meets once a month. The purpose of this club is to provide information sharing opportunities to PR professionals in the area, however anyone is welcome to attend.

**St. Pat’s 5K/Beer Run** – In March of 2018 we hosted a very successful 5K and beer run before the parade started. We had 202 5K participants and 96 Beer Run participants. Overall the event was a great success.

**Presentations** – In January of 2018 we welcomed graduate students to S&T and spoke to them about the Rolla community. We highlighted points of interests for them and answered questions they had regarding the community. In August of 2018, we gave a brief presentation at the Fall New Graduate Student Orientation at S&T. We highlighted points of interest in the area.

**Big BAM Ride** – On June 21 Rolla hosted 300 participating cyclists to a water break/lunch stop during their race. We had three local restaurants onsite that served a “box lunch special”, drinks of all kinds, and entertainment from Trilogy. The participants appreciated the outpouring of hospitality and complimented the food immensely. It was a great day!

**Creative Community (MAC)** – Rolla applied for recognition as a Creative Community through the Missouri Arts Council in August. Several groups helped with this effort, but the award went to another community.

**Sustainable Ozarks Partnership for Tourism** – Our Tourism Director, Aimee Campbell, has been attending meetings at St. Robert to work on partnership ideas with surrounding communities to promote Tourism in the region to military families. The first action item that came out of this meeting was to draft a letter from the Governor that would be sent out to all Service Members and families that are new to the Fort Leonard Wood area. The letter highlights the communities surrounding
FLW and encourages the new visiting families to visit a website (www.visitmo.com) and learn more about what these communities have to offer. The group also created a Facebook page, Explore Fort Leonard Wood. We are not administrators on the page, but we hope to get some Rolla events/activities added to the page soon.

**Hillbilly Model T Tour** - We met with the Heart of the Ozarks chapter of the Model T Ford Club of America in August. They will be hosting the 37th Annual Hillbilly Model T Tour in September 2019. They were considering Rolla for their host city and we put together lodging details and tour information for them to consider. However, the bid went to Salem, MO.

**FLW Spouses Tour of Rolla** – This year’s tour, in October, was a bit different from past years. We did not provide a bus but rather let the ladies carpool and go at their own pace. We met for breakfast first thing in the morning and went over the stops for the day. We provided a map and goodie bags and answered questions regarding the day’s itinerary. We met back up for lunch and door prizes. We had a total of 19 participants, and they had a great time exploring our community.

**Give Christmas** (formerly known as Angel Tree) – We received a letter this past year stating that Angel Tree is a registered trademark of another organization, so we had to change the name of our program. This annual effort provides Christmas gifts for area children. We had great success with the program this year and provided gifts for ~140 children.

**Marketing Efforts**

- Morning Mayor – each month
- Social Media – We continue to promote all tourism efforts and community information on several social media platforms. In March we launched a tourism Instagram page, Visit Rolla.
- The Source (E-Newsletter) – each month
- Kaleidoscope - each month
- Missouri Life (1/2 page) – February, April, May
- Show Me Missouri (1/4 page) – Spring, Summer, Winter
- Group Tour Southeastern (1/12 page) – January
- Missouri Life Motorcycle Guide (2 page) – February
- Radio Ads – March (5K/Beer Run)
- 417 Magazine (1/3 page) – May
• Packets – we put together welcome packets for S&T in April, S&T International Affairs in August, Rolla Public Schools New Teachers in August, S&T Student Affairs in August. Additional packets and bulk quantities of brochures were also provided as needed throughout the year.

Ad Samples of 2018
Grants

Tourism Partnership Grants:

- Kaleidoscope Discovery Center; Missouri Future City Competition - $750
- Special Olympics of Missouri; Polar Plunge - $750
- East Missouri District of Optimist International; Convention - $1,000
- Summerfest - $1,000
- Rolla Cruise In Cmt.; 2018 Cruise In Season - $2,000
- Phelps County Pageant Association; Miss Phelps County & Miss Heart of the Ozarks Scholarship Pageant - $750
- Phelps County Fair Board; 2018 Phelps County Fair - $2,000
- Ozark Actors Theatre; 2018 Summer Season - $2,000
- Public House Brewing Company; 2018 Oktoberfest - $750
- Mining Engineering; 2018 Haunted Mine - $1,000
- Hands on Steam Studio; 2018 Makers Conference - $1,000

Sports Tourism Grants:

- Vessells Fitness Complex; 2018 Racquetball Tournament - $1,000
- Licking Summer Camps (2018) - $5,000
- Rolla Rockets Roller Derby; 2018 Bouts/Season - $2,000
- USA Softball Southern District; two State Tournaments and one National Tournament - $5,000
- Rolla Saddle Club; five Equine Competitions (summer) - $5,000
- Missouri Mine Rescue Association; 2018 Missouri Mine Rescue Competition - $5,000
- Honoring our Heroes Marathon Committee; 2018 Marathon - $2,000

Land/Building Issues

Visitor Center Remodel – We began construction on the remodel of the Visitor Center toward the end of January and finished late March. The construction process went great and we love the new look to the facility. We hosted an Open House on April 24.

Hillside Cleanup – In the fall of 2018, the City cleared off the hillside on the property to create a more open view of the Chamber/Visitor Center campus from the new
Hwy 72 extension. The trees and underbrush were cleared off, the old sign was removed, and a new Rolla sign was built for the entrance to Rolla on Hwy 72.

**Benchmarks**

The following reports include the benchmarks that were outlined in the contract between the City of Rolla and the Rolla Area Chamber of Commerce.

**Motel Tax Performance**

This report reflects 90% of the motel tax that is collected by the City of Rolla. The additional 10% of the collected tax is kept by the City for tourism related services and administration fees.

This chart shows the five-year comparison of Motel Tax income vs the budgeted amount expected. The RACC Board of Directors has purposely budgeted conservative income amounts. We have been fortunate throughout the years to have strong income from the motel tax.

**Motel Tax Income vs. Budget**

![Bar chart showing Motel Tax Income vs. Budget from 2014 to 2018]
Lodging Performance

This data is compiled from two different resources; Smith Travel Research (STR), and the City of Rolla. STR is a service that we pay for, and the chain hotels report their figures to this service. This is a trusted source for the reported information as hotels will use this data to track their performances and compare it to their competitors. STR provides the information reported from our local hotels, however we don’t know the names of who is reporting what information. STR also provides the information for the state as well. The information that the City of Rolla collects from local hotels is compared to the information collected from STR.

This first chart reflects a comparison of the Average Daily Rate reported locally, the state average and the information collected from local hotels on the STR report. At the time of this report, we do not have the information from the City of Rolla to compare for both 2017 and 2018. With the information that we do have from STR, you can see that the ADR for the Rolla hotels is below the state average for 2018.
This chart reflects a comparison of the Monthly Occupancy reported locally, the state average and the information collected from local hotels on the STR report. At the time of this report, we do not have the information from the City of Rolla to compare for both 2017 and 2018. With the information that we do have from STR, you can see that the occupancy for the Rolla hotels is 1% above the state average for 2018.
Website Stats

This data is tracked for www.visitRolla.com using Google Analytics. VisitRolla.com is a popular site for people coming to the area as well as locals. One of the most popular pages of the site is the Calendar of Events. Our office strives to gather information on all the area events so our website can better serve its visitors.

Even though the site is most popular for the Calendar of Events, it also highlights lodging for the area, sites and attractions, event meeting rooms and event centers in the area. VisitRolla.com is meant to be a useful site for locals as well as a tool for individuals looking to host their meetings and events in Rolla.

This first chart highlights the total number of visits to the site each year compared to “new visitors” to the site.

**Total Visits vs New Visits to www.visitRolla.com**

![Chart showing total visits vs new visits from 2014 to 2018.](chart.png)
This chart highlights the number of pages that were viewed throughout the year on visitRolla.com for the past five years.

### Pageviews to www.visitRolla.com

![Pageview Chart]

### Visitor Center Performance

This data is tracked from our guest sign in sheet and a data sheet logged by our Visitor Center Assistant. Not everyone that visits the Visitor Center fills out the sign in sheet, so this data is collected to the best of our abilities.

The chart below reflects the number of visitors to the Visitor Center compared to the number of them that were first time visitors.
Tourism Grant Program

Each year the RACC Board of Directors allocates money to be used on Grants to attract others to host their meetings and events in the Rolla area. The grant is focused on two different areas; Tourism Partnership Grants and Sports Tourism Grants.

The purpose of these grants is to attract visitors from outside a 50-mile radius and encourage overnight stays in Rolla motels. Funds are awarded on a first-come, first-serve basis according to budget. Grant funds can be used for any aspect of the event. Both grants are reimbursement grants; funds will be disbursed once applicant has submitted a final report and copies of paid invoices. However, recipients of the Sports Tourism Grant can receive up to 50% of their grant award prior to the event at RACC’s discretion. All grant applications are reviewed and evaluated by a committee using a point system.
This first chart highlights the amount of money awarded in Tourism Partnership Grants compared to the amount of money awarded in Sports Tourism Grants over the past five years.

The second chart highlights the same comparison but for this past year alone.

**Tourism Partnership Grants vs. Sports Tourism Grants**
Overall, we feel that tourism was strong for 2018. Motel stays were up, the motel tax was up, and comments from visitors were good. People enjoy the Rolla area and like to make it a regular stop along their travels.

We have a great relationship with several tourism publications which is always a good way to get our community featured more and have more opportunities to host events.

We also have a strong working relationship with several tourism entities in the area which proves helpful when assisting groups with their visits to our community.
### FEBRUARY MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Feb 2019</th>
<th>Jan 2019</th>
<th>Feb 2018</th>
<th>Year-to-Date 2019</th>
<th>Year-to-Date 2018</th>
<th>Yearly Total 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>149.3 ton</td>
<td>125.0 ton</td>
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<td>10.5 ton</td>
<td>65.6 ton</td>
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<td>0.0 ton</td>
<td>21.1 ton</td>
<td>11.3 ton</td>
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<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td>137.7 ton</td>
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### SERVICES PROVIDED

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<th>Type of Service</th>
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<th>Jan 2019</th>
<th>Feb 2018</th>
<th>Year-to-Date 2019</th>
<th>Year-to-Date 2018</th>
<th>Yearly Total 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Pick-ups</td>
<td>34</td>
<td>57</td>
<td>51</td>
<td>91</td>
<td>130</td>
<td>766</td>
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<td>Paper Shredding</td>
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<td>36</td>
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<td>Households Dropping Off Hazardous Waste</td>
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### DISPOSAL TONNAGE
(Sanitation Division)

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<th>Feb 2018</th>
<th>Year-to-Date 2019</th>
<th>Year-to-Date 2018</th>
<th>Yearly Total 2018</th>
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<td>Refuse</td>
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<td>16,959.1 ton</td>
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# Part I Crimes

## 2019

<table>
<thead>
<tr>
<th></th>
<th>Criminal Homicide</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felony Assault</th>
<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
<th>Arson</th>
<th>Total Part I Crimes</th>
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<tbody>
<tr>
<td>This Month</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>8</td>
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## 2018

<table>
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<th></th>
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<th>Rape</th>
<th>Robbery</th>
<th>Felony 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>0</td>
<td>0</td>
<td>4</td>
<td>7</td>
<td>36</td>
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## 2017

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<th>Robbery</th>
<th>Felony Assault</th>
<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
<th>Arson</th>
<th>Total Part I Crimes</th>
</tr>
</thead>
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<tr>
<td>This Month</td>
<td>0</td>
<td>2</td>
<td>2</td>
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<tr>
<td>Year to Date</td>
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<td>15</td>
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## Rolla Police Department
### Calls for Service
#### February 2019

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<tr>
<th>CFS Description</th>
<th>Count</th>
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<tr>
<td>Abandoned Vehicle</td>
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<td>Abandoned/Recovered Prop</td>
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<tr>
<td>Accident - Injury</td>
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<tr>
<td>Accident - Leave the scene</td>
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<tr>
<td>Accident - No Injury</td>
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<tr>
<td>Accident - Private Property</td>
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<tr>
<td>Accident - Road Blocked</td>
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<tr>
<td>Alarm Fire</td>
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<td>Alarm LE</td>
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<tr>
<td>Ambulance Needed</td>
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<tr>
<td>Ambulance/Fire Dual Response</td>
<td>7</td>
</tr>
<tr>
<td>Animal Control</td>
<td>91</td>
</tr>
<tr>
<td>Assault</td>
<td>7</td>
</tr>
<tr>
<td>Assist Agency</td>
<td>11</td>
</tr>
<tr>
<td>Assist Ambulance</td>
<td>18</td>
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<tr>
<td>Assist Citizen</td>
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<tr>
<td>Assist Fire</td>
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<tr>
<td>Assist Law Agency</td>
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<td>Assist Motorist</td>
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<td>Benevolent Fund</td>
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</tr>
<tr>
<td>Bomb Threat</td>
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<td>Building Check</td>
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<tr>
<td>Burglary</td>
<td>11</td>
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<td>Busy/Out At</td>
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<tr>
<td>Call for Police</td>
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<tr>
<td>Check Well Being</td>
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<tr>
<td>Child Abuse</td>
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<td>Civil Defense Test</td>
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<td>Court</td>
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<td>Crossing Guard</td>
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<td>CWB 911 Hangup</td>
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<td>Death</td>
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<td>Destruction of Property</td>
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<tr>
<td>Disturbance - Other</td>
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<tr>
<td>Domestic Violence</td>
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<td>Driving While Intoxicated</td>
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<td>Escort - Courtesy</td>
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<td>Escort - Funeral</td>
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<td>Ex parte Violation</td>
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<td>Field Interview</td>
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<td>Fight</td>
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<tr>
<td>Fingerprints</td>
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<tr>
<td>Follow Up</td>
<td>68</td>
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<td>Fraud</td>
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<tr>
<td>Harassment</td>
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<td>Hotel/Motel Check</td>
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<td>Hypoint Check</td>
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<td>Information Request</td>
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<td>Intoxicated Person</td>
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<td>Juvenile Complaint</td>
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<td>Keep the Peace/Standby</td>
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<td>Leave without Pay</td>
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<tr>
<td>Littering/Dumping</td>
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<tr>
<td>Loitering</td>
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<tr>
<td>Lost or Stolen Property</td>
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<tr>
<td>Loud Noise Complaint</td>
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<tr>
<td>Mental Health</td>
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<td>Missing Person</td>
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<td>Narcotics Violation</td>
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<td>Open Door</td>
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<td>Paper Service</td>
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<td>Prisoner Transport</td>
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<td>Property Damage-NonCriminal</td>
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<tr>
<td>Prowler</td>
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<tr>
<td>Public Relations</td>
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<td>Runaway</td>
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<td>School Check</td>
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<td>School Resource Officer</td>
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<td>Search Warrant</td>
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<td>Sex Offense</td>
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<td>Shots fired</td>
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<td>Suspicious Activity</td>
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<td>Vehicle Fire</td>
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<tr>
<td>Vehicle Lockout</td>
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<td>Vehicle Repossession</td>
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<td>Veterinary Call</td>
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**Total**: 2338
### ANIMAL CONTROL MONTHLY TOTALS

**February 2019**

#### ANIMALS IMPOUNDED

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<thead>
<tr>
<th>Location</th>
<th>Canine</th>
<th>Feline</th>
<th>Other</th>
<th>Wildlife</th>
<th>Monthly</th>
<th>2019</th>
<th>2018</th>
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<tr>
<td>City of Rolla</td>
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<td>8</td>
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<td>6</td>
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<td>1</td>
<td>16</td>
<td>114</td>
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<tr>
<td><strong>2018 YTD Total</strong></td>
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<td>0</td>
<td>1</td>
<td>16</td>
<td>66</td>
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#### Total Phelps County

<table>
<thead>
<tr>
<th>Canine</th>
<th>Feline</th>
<th>Other</th>
<th>Wildlife</th>
<th>Monthly</th>
<th>2019</th>
<th>2018</th>
</tr>
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<tbody>
<tr>
<td>3</td>
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#### ANIMAL DISPOSITION

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<th>Other</th>
<th>Wildlife</th>
<th>Monthly</th>
<th>2018</th>
<th>2017</th>
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<tbody>
<tr>
<td>Animals Adopted</td>
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<td>12</td>
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<td>8</td>
<td>2</td>
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<td>Euthanized (Un-Placed)</td>
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<td>0</td>
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<td>Deceased on Arrival</td>
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<td>13</td>
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<tr>
<td>Wildlife Relocated</td>
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<td>Other</td>
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<tr>
<td><strong>Monthly Total</strong></td>
<td>21</td>
<td>37</td>
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<td>8</td>
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<tr>
<td><strong>2019 YTD Total</strong></td>
<td>43</td>
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<tr>
<td><strong>2018 YTD Total</strong></td>
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#### ADDITIONAL STATISTICS

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<th>Category</th>
<th>Monthly</th>
<th>2019</th>
<th>2018</th>
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<tr>
<td>Adoption Rate ((\text{\textdagger})+\text{\textdagger}\dagger)+((\text{\textdagger})+\text{\textdagger}\dagger))</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
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<td>PR Programs</td>
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<td>Citations</td>
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<td>Total Incinerator Hours</td>
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<td>Annual Budget</td>
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<td>Revenue</td>
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<td>$1,200,000</td>
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<td>Expenses</td>
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<td>$360,000</td>
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<tr>
<td>Surplus</td>
<td>$840,000</td>
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</table>

Note: The above table represents the budget and actual financial data for the Centre Financial Analysis (Unaudited) as of February 01, 2000.
### Current Cash Balances

<table>
<thead>
<tr>
<th>Description</th>
<th>October 15</th>
<th>November 15</th>
<th>December 15</th>
<th>January 15</th>
<th>February 15</th>
<th>Previous YTD Actual</th>
<th>Current YTD Actual</th>
<th>% Monthly Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Revenues</td>
<td>$70,273.00</td>
<td>$73,787.11</td>
<td>$75,381.14</td>
<td>$72,567.64</td>
<td>$70,805.61</td>
<td>$104,942.61</td>
<td>$87,571.82</td>
<td></td>
</tr>
<tr>
<td>Current Operating Expenses</td>
<td>$8,658.87</td>
<td>$12,640.37</td>
<td>$21,373.26</td>
<td>$28,423.18</td>
<td>$26,846.53</td>
<td>$48,982.82</td>
<td>$48,982.82</td>
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</tr>
<tr>
<td>Operating %</td>
<td>10.91%</td>
<td>17.82%</td>
<td>37.31%</td>
<td>37.31%</td>
<td>37.31%</td>
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</table>

### Other Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>October 15</th>
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<th>December 15</th>
<th>January 15</th>
<th>February 15</th>
<th>Previous YTD Actual</th>
<th>Current YTD Actual</th>
<th>% Monthly Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$1,178.78</td>
<td>$2,170.60</td>
<td>$1,171.48</td>
<td>$1,217.69</td>
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<td>Int. Income</td>
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<tr>
<td>Sales of Property</td>
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<td>$18,000.00</td>
<td>$18,000.00</td>
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### Capital Expenditure

<table>
<thead>
<tr>
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<th>October 15</th>
<th>November 15</th>
<th>December 15</th>
<th>January 15</th>
<th>February 15</th>
<th>Previous YTD Actual</th>
<th>Current YTD Actual</th>
<th>% Monthly Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
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<td>$1,000.00</td>
<td>$2,217.47</td>
<td>$1,677.98</td>
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<tr>
<td>Lease Purchases</td>
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<td>$2,779.76</td>
<td>$2,779.76</td>
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</tr>
<tr>
<td>Vehicles</td>
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<td>$5,341.04</td>
<td>$5,341.04</td>
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<tr>
<td>Building &amp; Grounds</td>
<td>$4,171.24</td>
<td>$4,171.24</td>
<td>$4,171.24</td>
<td>$4,171.24</td>
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</table>

### Total Capital Expenditure

<table>
<thead>
<tr>
<th>Description</th>
<th>October 15</th>
<th>November 15</th>
<th>December 15</th>
<th>January 15</th>
<th>February 15</th>
<th>Previous YTD Actual</th>
<th>Current YTD Actual</th>
<th>% Monthly Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Capital Expenditure</td>
<td>$15,958.75</td>
<td>$9,318.99</td>
<td>$13,548.22</td>
<td>$12,331.77</td>
<td>$20,633.54</td>
<td>$30,057.90</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>October 15</th>
<th>November 15</th>
<th>December 15</th>
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</thead>
<tbody>
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<td>$21,373.26</td>
<td>$28,423.18</td>
<td>$26,846.53</td>
<td>$48,982.82</td>
<td>$48,982.82</td>
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</tr>
<tr>
<td>Total Operating &amp; Capital</td>
<td>$78,931.87</td>
<td>$86,427.48</td>
<td>$96,754.40</td>
<td>$100,990.82</td>
<td>$97,652.14</td>
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<td>$136,554.64</td>
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### Current Cash Balances

<table>
<thead>
<tr>
<th>Description</th>
<th>October 15</th>
<th>November 15</th>
<th>December 15</th>
<th>January 15</th>
<th>February 15</th>
<th>Previous YTD Actual</th>
<th>Current YTD Actual</th>
<th>% Monthly Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues (operating + other)</td>
<td>$77,955.97</td>
<td>$84,683.38</td>
<td>$74,969.42</td>
<td>$58,556.05</td>
<td>$58,506.05</td>
<td>$108,163.55</td>
<td>$90,023.93</td>
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<tr>
<td>Total Expenses (operating + capital)</td>
<td>$76,301.22</td>
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<td>$65,054.08</td>
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<td>Total Revenues Over Expenses</td>
<td>$1,654.76</td>
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### Current Cash Balances

<table>
<thead>
<tr>
<th>Description</th>
<th>October 15</th>
<th>November 15</th>
<th>December 15</th>
<th>January 15</th>
<th>February 15</th>
<th>Previous YTD Actual</th>
<th>Current YTD Actual</th>
<th>% Monthly Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating &amp; Interest</td>
<td>$103,853.60</td>
<td>$104,643.38</td>
<td>$102,748.80</td>
<td>$101,948.89</td>
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<tr>
<td>DESCRIPTION</td>
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<td>November '18</td>
<td>December '18</td>
<td>January '19</td>
<td>February '19</td>
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</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------</td>
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<td>-------------</td>
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<tr>
<td><strong>Revenues</strong></td>
<td>$1,233,32</td>
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<td>$1,098,17</td>
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<td><strong>Expenses</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Personnel</strong></td>
<td>$2,082.18</td>
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<td>$2,900.00</td>
<td>$1,500.00</td>
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<tr>
<td><strong>Supplies</strong></td>
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<td>$319.99</td>
<td>$667.14</td>
<td>$810.02</td>
<td>$700.00</td>
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<tr>
<td><strong>Maintenance</strong></td>
<td>$150.00</td>
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<td>$195.00</td>
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<td>$50.00</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td>$3,569.86</td>
<td>$3,942.54</td>
<td>$4,220.14</td>
<td>$3,760.00</td>
<td>$2,750.00</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>$441.82</td>
<td>$2,332.51</td>
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<td>$3,190.00</td>
<td>$1,300.00</td>
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</table>

### FY 15-19

**Actual**

$3,000,000

$3,000,000

$3,000,000

$3,000,000

$3,000,000

**Budget**

$3,000,000

$3,000,000

$3,000,000

$3,000,000

$3,000,000

### Formula

Net Income = Revenues - Expenses

### Notes

- Revenues include all sources of income.
- Expenses include all costs and necessary expenses.
- Actual and budget amounts are compared for fiscal year 15-19.
- The net income represents the surplus or deficit after all expenses are deducted from revenues.
## PARK FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

### EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>October '15</th>
<th>October '16</th>
<th>November '15</th>
<th>November '16</th>
<th>December '15</th>
<th>December '16</th>
<th>January '15</th>
<th>January '16</th>
<th>February '15</th>
<th>February '16</th>
<th>FY '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>1,920.17</td>
<td>2,157.13</td>
<td>1,466.94</td>
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<td>1,806.92</td>
<td>3,688.10</td>
<td>1,536.69</td>
<td>3,263.89</td>
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<td>435.58</td>
<td>498.82</td>
<td>3,192.94</td>
<td>489.82</td>
<td>3,480.65</td>
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<td>97.87</td>
<td>143.18</td>
<td>109.12</td>
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<td>499.89</td>
<td>618.18</td>
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<td>425.15</td>
<td>425.15</td>
<td>425.15</td>
<td>425.15</td>
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<td>425.15</td>
<td>425.15</td>
<td>425.15</td>
<td>13,600.00</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>1,593.30</strong></td>
<td><strong>1,640.67</strong></td>
<td><strong>1,450.86</strong></td>
<td><strong>1,657.45</strong></td>
<td><strong>1,562.19</strong></td>
<td><strong>1,980.17</strong></td>
<td><strong>1,969.10</strong></td>
<td><strong>2,177.82</strong></td>
<td><strong>2,053.50</strong></td>
<td><strong>2,053.50</strong></td>
<td><strong>43,019.92</strong></td>
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</tbody>
</table>

### Operating Revenues Over Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>October '15</th>
<th>October '16</th>
<th>November '15</th>
<th>November '16</th>
<th>December '15</th>
<th>December '16</th>
<th>January '15</th>
<th>January '16</th>
<th>February '15</th>
<th>February '16</th>
<th>FY '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outdoor Recreation</td>
<td>(1,593.30)</td>
<td>(1,640.67)</td>
<td>(1,450.86)</td>
<td>(1,657.45)</td>
<td>(1,562.19)</td>
<td>(1,980.17)</td>
<td>(1,969.10)</td>
<td>(2,177.82)</td>
<td>(2,053.50)</td>
<td>(2,053.50)</td>
<td>(10,460.00)</td>
</tr>
</tbody>
</table>

### OTHER REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>October '15</th>
<th>October '16</th>
<th>November '15</th>
<th>November '16</th>
<th>December '15</th>
<th>December '16</th>
<th>January '15</th>
<th>January '16</th>
<th>February '15</th>
<th>February '16</th>
<th>FY '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Estate Sales</td>
<td>(4,326.24)</td>
<td>(3,643.32)</td>
<td>101.25</td>
<td>264.42</td>
<td>56,972.79</td>
<td>48,874.84</td>
<td>189,287.18</td>
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<td>2,413.79</td>
<td>220,390.71</td>
<td>245,090.50</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>831.26</td>
<td>102.70</td>
<td>62.17</td>
<td>71.65</td>
<td>74,416.45</td>
<td>74,416.45</td>
<td>74,416.45</td>
<td>74,416.45</td>
<td>74,416.45</td>
<td>74,416.45</td>
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<tr>
<td>Interest Income</td>
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<td>70.00</td>
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<td>273.76</td>
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<tr>
<td>Miscellaneous</td>
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<td>1,000.00</td>
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<td>-</td>
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<td>-</td>
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<td>-</td>
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<td>1,000.00</td>
</tr>
<tr>
<td>Contribution to General Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(15,000.00)</td>
<td>(15,000.00)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(15,000.00)</td>
<td>(15,000.00)</td>
</tr>
<tr>
<td><strong>TOTAL OTHER REVENUES</strong></td>
<td><strong>39,786.11</strong></td>
<td><strong>39,786.11</strong></td>
<td><strong>48,768.12</strong></td>
<td><strong>25,468.43</strong></td>
<td><strong>189,799.88</strong></td>
<td><strong>184,774.59</strong></td>
<td><strong>244,871.10</strong></td>
<td><strong>242,894.14</strong></td>
<td><strong>196,942.12</strong></td>
<td><strong>212,497.81</strong></td>
<td><strong>540,825.54</strong></td>
</tr>
</tbody>
</table>

### CAPITAL EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>October '15</th>
<th>October '16</th>
<th>November '15</th>
<th>November '16</th>
<th>December '15</th>
<th>December '16</th>
<th>January '15</th>
<th>January '16</th>
<th>February '15</th>
<th>February '16</th>
<th>FY '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leases Purchased</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Vehicles</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
<td>57,700.00</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL EXPENSES</strong></td>
<td><strong>38,737.26</strong></td>
<td><strong>38,737.26</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
<td><strong>58,481.35</strong></td>
</tr>
</tbody>
</table>

### Total Revenues (operating + other)

<table>
<thead>
<tr>
<th>October '15</th>
<th>October '16</th>
<th>November '15</th>
<th>November '16</th>
<th>December '15</th>
<th>December '16</th>
<th>January '15</th>
<th>January '16</th>
<th>February '15</th>
<th>February '16</th>
<th>FY '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>90,915.30</td>
<td>156,805.32</td>
<td>72,916.84</td>
<td>84,875.85</td>
<td>189,033.19</td>
<td>172,450.62</td>
<td>253,909.30</td>
<td>253,110.23</td>
<td>97,436.74</td>
<td>2,560.00</td>
<td>519,603.73</td>
</tr>
</tbody>
</table>

### Total Revenues (Continued + capital)

<table>
<thead>
<tr>
<th>October '15</th>
<th>October '16</th>
<th>November '15</th>
<th>November '16</th>
<th>December '15</th>
<th>December '16</th>
<th>January '15</th>
<th>January '16</th>
<th>February '15</th>
<th>February '16</th>
<th>FY '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,147.47</td>
<td>135,268.43</td>
<td>81,909.30</td>
<td>86,468.46</td>
<td>194,333.85</td>
<td>144,067.11</td>
<td>257,462.07</td>
<td>94,998.89</td>
<td>103,393.09</td>
<td>54,076.70</td>
<td>420,372.07</td>
</tr>
</tbody>
</table>

### TOTAL REVENUES OVER EXPENSES

<table>
<thead>
<tr>
<th>October '15</th>
<th>October '16</th>
<th>November '15</th>
<th>November '16</th>
<th>December '15</th>
<th>December '16</th>
<th>January '15</th>
<th>January '16</th>
<th>February '15</th>
<th>February '16</th>
<th>FY '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,713.71</td>
<td>2,402.38</td>
<td>11,887.03</td>
<td>11,887.03</td>
<td>11,887.03</td>
<td>11,887.03</td>
<td>11,887.03</td>
<td>11,887.03</td>
<td>11,887.03</td>
<td>11,887.03</td>
<td>11,887.03</td>
</tr>
</tbody>
</table>
## Management Report
### Fiscal Year 2019
#### February 2019

### Building Permits Issued

<table>
<thead>
<tr>
<th>BUILDING PERMITS ISSUED</th>
<th>FEBRUARY FY 2019</th>
<th>FEBRUARY FY 2018</th>
<th>YTD FY 2019</th>
<th>YTD FY 2018</th>
<th>Δ CHANGE FY 18 - FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERMITS ISSUED</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>Electric, plumbing, etc. only</td>
<td>18</td>
<td>45</td>
<td>146</td>
<td>213</td>
<td>-31.5%</td>
</tr>
<tr>
<td>Single Fam Detached</td>
<td>6</td>
<td>13</td>
<td>51</td>
<td>72</td>
<td>-29.2%</td>
</tr>
<tr>
<td>Single Fam Attached</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>-33.3%</td>
</tr>
<tr>
<td>Duplexes</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>0</td>
<td>-60.0%</td>
</tr>
<tr>
<td>3-or-4 family</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>-61.8%</td>
</tr>
<tr>
<td>5-or-more family</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Hotels, Motels</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Other non-housekeeping shelter</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Amusement, social, recreational</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Churches, other religious</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Parking garages</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Service stations, repair garages</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Business License Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Stores, customer</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Signs, attached and detached</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Residential addition, remodel</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Commercial addition, remodel</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Residential garage, carpport</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, single family</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, 2-family</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, 3-or-4 family</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, 5-or-more family</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, all other</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Residential Units</td>
<td>16</td>
<td>32</td>
<td>34</td>
<td>40</td>
<td>0.0%</td>
</tr>
<tr>
<td>EST. CONSTRUCTION COSTS</td>
<td>$908,180</td>
<td>$5,196,981</td>
<td>$6,284,085</td>
<td>$6,784,641</td>
<td>-9.9%</td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>$3,763</td>
<td>$8,455</td>
<td>$14,257</td>
<td>$35,893</td>
<td>-55.3%</td>
</tr>
<tr>
<td>FEES</td>
<td>$10,013</td>
<td>$21,475</td>
<td>$44,037</td>
<td>$81,938</td>
<td>-57.4%</td>
</tr>
</tbody>
</table>

### Inspections Performed

<table>
<thead>
<tr>
<th>INSPECTIONS PERFORMED</th>
<th>FEBRUARY FY 2018</th>
<th>FEBRUARY FY 2018</th>
<th>YTD FY 2018</th>
<th>YTD FY 2018</th>
<th>FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspections</td>
<td>86</td>
<td>181</td>
<td>626</td>
<td>669</td>
<td>3%</td>
</tr>
<tr>
<td>Electrical Inspections</td>
<td>47</td>
<td>161</td>
<td>626</td>
<td>669</td>
<td>3%</td>
</tr>
<tr>
<td>Excavation Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Plumbing Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Code Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Nuisance Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Business License Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>TOTAL INSPECTIONS</td>
<td>398</td>
<td>569</td>
<td>2554</td>
<td>2559</td>
<td>-2%</td>
</tr>
</tbody>
</table>
### 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>336.00</td>
</tr>
<tr>
<td>5008 Court Automation</td>
<td>857.55</td>
</tr>
<tr>
<td>5010 Board Bill-DFT</td>
<td>100.00</td>
</tr>
<tr>
<td>5016 CVC Surcharge State</td>
<td>873.49</td>
</tr>
<tr>
<td>5018 CVC Surcharge Muni</td>
<td>10.36</td>
</tr>
<tr>
<td>5020 Law Enf Arrest-Local</td>
<td>383.50</td>
</tr>
<tr>
<td>5022 LET-Muni</td>
<td>244.00</td>
</tr>
<tr>
<td>5024 POST-State</td>
<td>122.51</td>
</tr>
<tr>
<td>5032 Dom Viol - Muni</td>
<td>245.50</td>
</tr>
<tr>
<td>5040 Fine</td>
<td>2,713.50</td>
</tr>
<tr>
<td>5041 Fine - Highway</td>
<td>1,477.00</td>
</tr>
<tr>
<td>5042 Parking Penalties</td>
<td>1,895.00</td>
</tr>
<tr>
<td>5102 Clerk Fee-E/R</td>
<td>1,134.11</td>
</tr>
<tr>
<td>5112 Board Bill Dft-E/R</td>
<td>50.00</td>
</tr>
<tr>
<td>5118 CVC Surcharge-E/R</td>
<td>34.98</td>
</tr>
<tr>
<td>5141 Fines-E/R</td>
<td>4,728.00</td>
</tr>
<tr>
<td>8201 Bond Forfeit-E/R</td>
<td>100.00</td>
</tr>
<tr>
<td>8202 Bond-Forfeited</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**TOTAL OTHER GENERAL LEDGER ACCOUNTS**

15,405.50

**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*
**ACCOUNT** | SUB TOTAL | BALANCE
--- | --- | ---
BONDS IN OPEN ITEMS | 3,000.00 | 3,000.00
BONDS IN OPEN ITEMS (not posted) | 0.00 | 0.00
DEBIT ACCOUNTS WITH BALANCE | 0.00 | 0.00
DEBIT ACCOUNTS WITH BALANCE (not posted) | 0.00 | 0.00
GARNISHMENT ACCOUNTS | 0.00 | 0.00
OPEN ITEMS/SUSPENSE ACCOUNTS | 174.75 | 174.75
OPEN ITEMS/SUSPENSE ACCOUNTS (not posted) | 0.00 | 0.00
OTHER GENERAL LEDGER ACCOUNTS | 15,405.50 | 15,405.50
OUTSTANDING PAYABLES | 0.00 | 0.00
UNSATISFIED RECOVERABLES | 0.00 | 0.00
TOTAL | 18,580.25 | 18,580.25

**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"
MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION

<table>
<thead>
<tr>
<th>Mailing Address: 901 NORTH ELM, ROLLA, MO 65401</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address: 901 NORTH ELM, ROLLA, MO 65401</td>
</tr>
<tr>
<td>Municipality: Rolla Municipal Court</td>
</tr>
<tr>
<td>Reporting Period: Feb 1, 2019 - Feb 28, 2019</td>
</tr>
<tr>
<td>County: Phelps County</td>
</tr>
<tr>
<td>Circuit: 25</td>
</tr>
</tbody>
</table>

| Telephone Number: (573)3648590 |
| Fax Number: |

| Prepared by: RELAUUN SMITH |
| E-mail Address: |

| Municipal Judge: James T. Crump |

II. MONTHLY CASELOAD INFORMATION

<table>
<thead>
<tr>
<th>Alcohol &amp; Drug Related Traffic</th>
<th>Other Traffic</th>
<th>Non-Traffic Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Cases (citations/informations) pending at start of month</td>
<td>25</td>
<td>369</td>
</tr>
<tr>
<td>B. Cases (citations/informations) filed</td>
<td>2</td>
<td>212</td>
</tr>
<tr>
<td>C. Cases (citations/informations) disposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. jury trial (Springfield, Jefferson County, and St. Louis County only)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2. court/bench trial - GUILTY</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>3. court/bench trial - NOT GUILTY</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4. plea of GUILTY in court</td>
<td>5</td>
<td>42</td>
</tr>
<tr>
<td>5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)</td>
<td>1</td>
<td>37</td>
</tr>
<tr>
<td>6. dismissed by court</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7. nolle prosequi</td>
<td>0</td>
<td>25</td>
</tr>
<tr>
<td>8. certified for jury trial (not heard in Municipal Division)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9. TOTAL CASE DISPOSITIONS</td>
<td>6</td>
<td>105</td>
</tr>
</tbody>
</table>

D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]

E. Trial de Novo and/or appeal applications filed

<table>
<thead>
<tr>
<th>Alcohol &amp; Drug Related Traffic</th>
<th>Other Traffic</th>
<th>Non-Traffic Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>476</td>
<td>185</td>
</tr>
</tbody>
</table>

III. WARRANT INFORMATION (pre- & post-disposition) IV. PARKING TICKETS

<table>
<thead>
<tr>
<th>1. # Issued during reporting period</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. # Served/withdrawn during reporting period</td>
<td>46</td>
</tr>
<tr>
<td>3. # Outstanding at end of reporting period</td>
<td>857</td>
</tr>
<tr>
<td>1. # Issued during period</td>
<td>266</td>
</tr>
<tr>
<td>Court staff does not process parking tickets</td>
<td></td>
</tr>
</tbody>
</table>

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110
OSCA Help Desk: 1-888-541-4894 Fax: 573-526-0338 Email: MunicipalDivision.Reports@courts.mo.gov

Page 1 of 2 Revised July 2016
### V. DISBURSEMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fines - Excess Revenue</td>
<td>$4,728.00</td>
<td>Board Bill Dft-E/R</td>
<td>$50.00</td>
</tr>
<tr>
<td>Clerk Fee - Excess Revenue</td>
<td>$1,134.11</td>
<td>Board Bill-Dft</td>
<td>$100.00</td>
</tr>
<tr>
<td>Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue</td>
<td>$34.98</td>
<td>Court Automation</td>
<td>$857.55</td>
</tr>
<tr>
<td>Bond forfeitures (paid to city) - Excess Revenue</td>
<td>$100.00</td>
<td>Law Enf Arrest-Local</td>
<td>$383.50</td>
</tr>
<tr>
<td><strong>Total Excess Revenue</strong></td>
<td>$5,997.09</td>
<td>Overpayments Detail Code</td>
<td>$8.00</td>
</tr>
<tr>
<td><strong>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fines - Other</td>
<td>$4,190.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerk Fee - Other</td>
<td>$336.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Judicial Education Fund (JEF)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Court does not retain funds for JEF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peace Officer Standards and Training (POST) Commission surcharge</td>
<td>$122.51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crime Victims Compensation (CVC) Fund surcharge - Paid to State</td>
<td>$873.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other</td>
<td>$10.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Law Enforcement Training (LET) Fund surcharge</td>
<td>$244.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Violence Shelter surcharge</td>
<td>$245.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inmate Prisoner Detainee Security Fund surcharge</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Sheriffs' Retirement Fund (SRF) surcharge</td>
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<td>Restitution</td>
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<td>Parking ticket revenue (including penalties)</td>
<td>$1,895.00</td>
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<td>Bond forfeitures (paid to city) - Other</td>
<td>$100.00</td>
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<tr>
<td><strong>Total Other Revenue</strong></td>
<td>$8,017.36</td>
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**Other Disbursements:** Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
<th>Description</th>
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<td>Board Bill Dft-E/R</td>
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<td>Bond Bill-Dft</td>
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<td>Law Enf Arrest-Local</td>
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<td>Overpayments Detail Code</td>
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<tr>
<td><strong>Total Other Disbursements</strong></td>
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<tr>
<td><strong>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</strong></td>
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<td></td>
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<tr>
<td>Bond Refunds</td>
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<td><strong>Total Disbursements</strong></td>
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<td>$15,567.50</td>
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Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110
OSCA Help Desk: 1-888-541-4894 Fax 573-526-0338 Email: MunicipalDivisionReports@courts.mo.gov
Page 2 of 2 Revised July 2016
ITEM/SUBJECT: Ratification of Ordinance No. 4454 to Adopt 2018 IBC

COMMENTARY:

Per Section 67.280 RSMo, the requirement of proposed technical codes are to be made available in the City Clerk’s office 90 days prior to enacting. On December 19, 2018, the new Codes were posted and made available for public use, inspection, and examination. This is an Ordinance to ratify Ordinance No. 4454 following the prescribed 90-day public inspection process.
CITY OF ROLLA, MISSOURI
NOTICE OF PROPOSED UPDATES TO TECHNICAL CODES

Please be advised that the Rolla City Council has given tentative approval to update to the 2018 IBC Code, subject to the 90-day notice required per Section 67.280, RSMo. Copies of the proposed technical codes are available in the office of the City Clerk, City Hall, 901 North Elm Street, Third Floor, Rolla, Missouri, and may be inspected during regular business hours. Please direct any questions regarding the proposed updates to Steve Flowers, Codes Administrator/Interim Community Development Director, Rolla City Hall, 901 North Elm Street, Second Floor, Rolla, Missouri (573-426-6973 or sflowers@rollacity.org).

[Signature]
City Clerk

Posted at City Hall on December 19, 2018, at 11:30 a.m.
ORDINANCE NO. ______

AN ORDINANCE RATIFYING THE UPDATES TO THE 2018 IBC (INTERNATIONAL BUILDING CODES), APPROVED BY ORDINANCE NO. 4454, DATED DECEMBER 17, 2018, FOLLOWING A 90-DAY NOTICE PERIOD.

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

Section 1: That on December 17, 2018, the Rolla City Council adopted Ordinance No. 4454 approving the updates to the 2018 IBC subject to the 90-day notice required by Section 67.280 RSMo. A copy of the 2018 IBC was made available for public use, inspection and examination in the City Clerk’s Office and remains for public use, inspection and examination.

Section 2: That following the 90-day notice period, which ends on March 19, 2019, the Rolla City Council hereby ratifies Ordinance No. 4454.

Section 3: That this ordinance shall be in full force and effect from and after March 19, 2019.

Section 4: Any person who/which violates any provision of the 2018 IBC shall be subject to the penalties, as outlined in Section 6-27 of the Rolla City Code and Section 113 of the IBC.


APPROVED:

ATTEST:________________________
Mayor

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor

________________________
V. A. S.
COMMENTARY:

City staff asked for and received bids for the 2019 Micropaving. Council approved the $388,814.55 bid from Donelson Construction Co., LLC at the March 18, 2019 council meeting.

Staff recommends final reading of the ordinance authorizing the Mayor to enter into the contact with Donelson Construction Co., LLC for $388,814.55.
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 DONELSON CONSTRUCTION COMPANY, LLC FOR 2019 MICROPAVING, PROJECT #480.

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 Donelson Construction Co., LLC, for 2019 Micropaving, Project #480, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
## 2019 MICRO SURFACING PROJECT 480
### MARCH 6, 2019

<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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**TOTAL BID PRICE**

$388,814.55

---

Donelson Construction Co., L.L.C.
Michael Donelson
1075 Wise Hill Rd.
Clever, MO 65631
Phone: 417-743-2694

E-mail: mdonelson@cleverstone.com
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ______________________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and ____________________ Donelson Construction Co., L.L.C. ______ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "2019 Micro Surfacing Project 480", in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "2019 Micro Surfacing Project 480".
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA) Safety Training:
  a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
  b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
  c. Contractor acknowledges and agrees that any of Contractor’s employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
  d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training
  a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
  b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
  c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto
attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $388,814.55 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work May 28, 2019 when Notice to Proceed is issued and complete said work by August 7, 2019.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of $500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor’s Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY __________________________
Mayor, Owner, Party of the First Part

____________ Printed Name
____________ Printed Name/Title

CONTRACTOR

BY __________________________

____________ Printed Name/Title

STATE OF MISSOURI

SS

County of Phelps

On this __________ day of __________________________ before me appeared __________________________, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said __________________________ acknowledged said instrument to be the free act and deed of said municipal corporation.

My Commission Expires: __________________________
Notary Public

STATE OF MISSOURI

SS

County of Phelps

On this __________ day of __________________________, before me appeared __________________________, to me personally known, who, being by me duly sworn, did say that (s)he is the __________________________ of __________________________________________ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said __________________________ acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: __________________________
Notary Public

\[\underline{7}. \underline{B}.7.\]
The S&T IFC is again requesting use of the Rolla National Airport Extravaganza site for their Greek Week games on September 7 and 14. The event has taken place for 15+ years and cooperation has generally been excellent. The request includes a license for beer sales, which requires a State license, insurance, security, and bus transportation for all participants with the exception of event organizers.

Recommendation: Motion to approve use of RNA fields for Greek Week Games in September 2019 with beer sales.
Mr. John Butz,

I would like to request the use of the Eulessian Fields/Extravaganza Site at the Rolla National Airport on the behalf of the Missouri S&T Interfraternity Council for our Annual Greek Week Games Saturday, September 7th, 2019, and Saturday, September 14th, 2019. I would also enjoy the privilege to work on said fields during times they are not in use to provide maintenance and mowing before the games.

The Council would also like to request to have alcohol present from a local permitted and licensed vendor as we have in years past. We will be hiring two members of the Rolla Sheriff’s Department to check ID’s and will be following our Risk Management Policies approved by the campus for the event. We are currently pursuing the same insurance policy through the Campus as we have used the past couple of years with the city listed as co insured.

I, or someone of our Executive Board, will be able to attend any of the upcoming City Council meetings to answer any questions anyone might have. If you have any questions for me directly, please feel free to call me or email me.

Sincerely,

Zachary Kraft
IFC Fields Chair
Cell: (314) 603 - 7753
Email: zaknmr@mst.edu
The following is a listing of the requested street and parking lot closings for Rolla’s 2019 Route 66 Summerfest to be held on May 31st and June 1st 2019.

Friday, May 31, 2019

- Southwest Municipal Lot: 6:00 a.m. to Midnight
- South Festival Lot: 5:30 p.m. to Midnight
- North Festival Lot: 5:30 p.m. to Midnight
- 9th Street from Elm to Oak: 5:30 p.m. to Midnight
- Oak Street from 8th to 10th: 5:30 p.m. to Midnight

Saturday, June 01, 2019

- Southwest Municipal Lot: 6:00 a.m. to Midnight
- South Festival Lot: 6:00 a.m. to Midnight
- North Festival Lot: 6:00 a.m. to Midnight
- Pine Street from 7th to 10th: 6:00 a.m. to 6:00 p.m.
- 8th Street from Pine to RR tracks: 6:00 a.m. to 6:00 p.m.
- 8th Street from Pine to Rolla: 12:00 p.m. to 2:00 p.m.
- Oak Street from 7th to 11th: 6:00 a.m. to Midnight
- 9th Street from Pine to Oak: 6:00 a.m. to Midnight
- Elm Street from 9th to 10th: 6:00 a.m. to Midnight

Staff recommends approval of the request.
"Route 66" Summerfest 2019
Friday, May 31st - Saturday, June 1st

Route 66 Summerfest 2019
Friday, May 31st - Saturday, June 1st

TO LETS UP ELEVENTH STREET

ELEVENTH STREET

LEISURELY BICYCLE RIDE
MATT'S STEAKHOUSE

KIDS TRICYCLE AND BICYCLE RACE

MATT'S STEAKHOUSE

LEISURELY BICYCLE RIDE

ELEVENTH STREET

FRIDAY NIGHT MOVIE "INCREDIBLES 2"

SATURDAY, 8:00-11:00 PM

FUNNY CRAZY DOG SHOW
SATURDAY, 9:30 AM

BUTCH WAX AND THE HOLLYWOODS

SATURDAY, 8:00-11:00 PM

FRIDAY NIGHT MOVIE "INCREDIBLES 2"
(9:00 PM)
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Sanitary Sewer Easement Vacation

BUDGET APPROPRIATION: DATE: 04/01/19

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

COMMENTARY:

The attached ordinance vacates a small triangle shape piece from a ten foot wide storm drainage easement in Lot 24 of the Silverleaf Subdivision. The existing house and lot has a real estate contract for sale pending vacation. When the lot was surveyed it was discovered the house protrudes one foot into the easement. In order for the buyer to receive full title insurance this small area needs to be vacated. We are not utilizing the easement at this time.

Attached is a request from the prospective buyer, a survey prepared by Lortz Surveying and a legal description of the triangle.

Staff recommends approval of the vacation ordinance.
ORDINANCE NO. ____________

AN ORDINANCE VACATING A PORTION OF AN EXISTING STORM SEWER EASEMENT IN LOT 24 OF THE SILVERLEAF SUBDIVISION.

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

SECTION 1: That the storm sewer easement more particularly described as follows:

All that part of Lot 24 of the Silverleaf Subdivision, an addition to the City of Rolla, Missouri described as follows: Commencing at the Northwest corner of said Lot 24; thence North 45°44'00" East, 39.74 feet along the North of said Lot 24; thence South 44°16'00" East, 3.98 feet to the Point of Beginning; thence South 18°31'16" East, 1.14 feet; thence North 45°44'00" East, 2.62 feet; thence South 71°28'44" West, 2.36 feet to the Point of Beginning.

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


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor

\V1.12\
Mr Hargis,

I am in the process of buying the house at 1409 Timberlane Court on Lot 24 and have a signed contract. I would like to request a vacation of storm sewer easement per the description provided by my surveyor, Jason Lortz and provided to you by my realtor Amy Davis. If this problem is corrected I will be able to close on the house April 26.

Thank you,
Gayle Bodenhamer
gbodenhamer@hotmail.com
417-766-4068
SURVEYOR'S NOTES

1. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants or any other facts that an accurate and current title search may disclose.

2. Record Title Reference: Tract is part of the lots described in Document 2010-3354.

3. Only the record documents noted herein were provided to or discovered by surveyor. No abstract nor other record title documentation was provided to surveyor.

4. There may be structures and improvements located on this tract which are not shown.

5. This survey meets the current "Missouri Minimum Standards for Property Boundary Surveys" and is classified as Urban.
STORM SEWER EASEMENT TO BE VACATED

All that part of Lot 24 of the Silverleaf Subdivision, an addition to the City of Rolla, Missouri described as follows: Commencing at the Northwest corner of said Lot 24; thence North 45°44'00" East, 39.74 feet along the North of said Lot 24; thence South 44°16'00" East, 3.98 feet to the Point of Beginning; thence South 18°31'16" East, 1.14 feet; thence North 45°44'00" East, 2.62 feet; thence South 71°28'44" West, 2.36 feet to the Point of Beginning.
COMMENTARY: The City asked for and received RFQ’s (Request for Qualifications) for both Airport Planning/Environmental Consultant and Airport Engineering Consultants.

The Airport Planning/Environmental Consultant would be involved with projects that may include:

1. Development of an Airport Layout Plan (ALP) and Narrative or Master Plan.
2. Preparation of a Certificate of Title, including an Exhibit “A” Property Map.
3. Perform Aeronautical Surveys for instrument approach procedure development and AGIS requirements.
4. Assistance with required environmental actions and documentation.
5. Assistance with land acquisition for airport development.

The Airport Engineering Consultant would be involved with projects that may include:

1. Overlay and Remark Runway 4/22. Estimated cost $2,000,000.
2. Overlay and Remark Runway 13/31. Estimated cost $1,600,000.
5. Hangar Taxiways. Estimated cost $500,000.

We talked with three firms who expressed an interest in one or both of the requests. Javiation and Coffman Associates submitted statements. CMT declined to submit as this time but asked to be included in future request.

John Butz and Steve Hargis scored the submittal and Javiation received the highest scores. We have been working with Javiation for several years and have been very satisfied with their performance. We recommend selection of Javiation for both Airport Planning/Environmental Consultant and Airport Engineering Consultants.

Attached is an ordinance which approves both Base Agreement and the first task to perform Aviation Project Consultant services Project Number 19-056A-2 Update Exhibit “A” Property Map.

Staff recommends approval of the ordinance.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND JVIATION, INC. FOR PLANNING, ENVIRONMENTAL AND CONSULTING SERVICES.

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 base agreement between the City of Rolla, Missouri and JViation, Inc, for Planning, Environmental and Consulting Services, a copy of said agreement being attached hereto and marked Exhibit “A”.

Section 2: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain aviaition project consultant agreement for Task Project 19-056A-2 Update Exhibit “A” Property Map between the City of Rolla, Missouri and JViation, Inc, for Planning, Environmental and Consulting Services, a copy of said agreement being attached hereto and marked Exhibit “B”.


APPROVED:

_______________________________
MAYOR

ATTEST:

_______________________________
CITY CLERK

APPROVED AS TO FORM:

_______________________________
CITY COUNSELOR
The City of Rolla, Missouri (the "Sponsor"), agrees to retain the firm of Jviation, Inc. (the "Engineer") to perform the scope of engineering services as outlined below at the Rolla National Airport (the "Site"). The term of this Base Agreement (the "Agreement") shall become effective upon execution by the parties and will remain in effect for five (5) years from contract execution or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the "Project"):

**Airport Planning/Environmental**
1. Development of an Airport Layout Plan (ALP) and Narrative or Master Plan
2. Preparation of a Certificate of Title, including an Exhibit "A" Property Map
3. Perform Aeronautical Surveys for instrument approach procedure development and AGIS requirements
4. Assistance with required environmental actions and documentation
5. Assistance with land acquisition for airport development

**Airport Engineering**
1. Overlay and remark Runway 4/22
2. Overlay and remark Runway 13/31
3. Taxiways and taxilanes pavement maintenance
4. Hangar taxilanes
5. Construction new t-hangars

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with any Project will be specified in a separate Agreement, accompanied by a Statement of Work (an "SOW").

2.1 Basic Services. Engineer shall:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration ("FAA"), Missouri Department of Transportation ("MoDOT"), users, city, county, and other interested parties;
2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer's report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA and/or MoDOT;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 Field Engineering Services. This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the
construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineering coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA and/or MoDOT. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA and/or MoDOT a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA and/or MoDOT for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA and/or MoDOT for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA and/or MoDOT, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA and/or MoDOT with one (1) set of reproducible record
drawings, one electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Agreement; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Agreement.

3.1 Method of Compensation. Each Agreement shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each “Lump Sum” Agreement, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor’s approval.

3.1.2 For performance of Services described in each “Cost-Plus-a-Fixed-Fee” Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

(A) The rates are identified on Exhibit A, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit A are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 18.054%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 15% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

1) The Engineer must alert the Sponsor when the Engineer’s cumulative costs approach the upper limit.
2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.
3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.
On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; 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 rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Agreement, Sponsor shall pay the compensation set forth in such Agreement in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Agreement.

3.3.2 Payments for all Services performed pursuant to executed Agreements shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

(A) Such revisions are due to causes beyond the Engineer's control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the "Plans and Specifications" means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be
disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 **Construction Cost Opinion.** Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 **Ownership of Plans.** The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 **Delivery of Plans.** The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

**SECTION 5. FEDERAL COMPLIANCE**

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, MoDOT, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity." The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have
the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than $500,000 per person and up to $3,000,000 per occurrence for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of $500,000 per person and up to $3,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than $1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Jviation from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,
discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor may terminate the Engineer's right to proceed further with the Project and Services under this Agreement or any Amendment. In the event of such termination, Sponsor may take possession of the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer for all costs associated with the cessation of Services, plus that portion of the Services performed prior to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have incurred or made in connection with its performance of the Services and for which Engineer has not been paid and released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have previously incurred or made in connection with its performance of the Services and for which the Engineer has not been paid and released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the case of such termination, Engineer shall be paid for all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") and their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Engineer in performance of professional services under this Agreement. In no event shall the
indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

10.3 **Damages Waiver.** Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

SECTION 11. MISCELLANEOUS

11.1 **Interpretation.** In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term "or" shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) "including" (with any correlative meaning "include") means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 **Notices.** All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

If to Sponsor: City of Rolla
901 North Elm
P.O. Box 979
Rolla, MO 65402
Attention: Steve Hargis, P.E.
Telephone: 573.364.8659
Email: shargis@rollacity.org

If to Engineer: Jviation, Inc.
931 Wildwood Drive, Suite 101
Jefferson City, MO 65109
Attention: Joe Pestka
Telephone: 573.636.3200
Email: jpe.pestka@jviation.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 **Disputes.** This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Missouri. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Upon notification by a party of such party's intention to arbitrate a dispute (the "Notice Date"), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the
arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any party may in writing request the judge of the United States District Court closest to St. Louis, Missouri senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in St. Louis, Missouri acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 Severability. The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 Governing Law. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Missouri.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 Warranties—Exclusion or Limitation. Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 Successors; Assignment. This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.
SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS (Reference: 49 CFR Part 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  
a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  
b) Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct...
as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123;AC 150/5100-15, Para. 10.c.)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (Reference: 49 CFR Part 20)

• Contract Assurance (§26.13) - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

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

• Prompt Payment (§26.29) - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Reference: 49 CFR Part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,
an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

VI. ACCESS TO RECORDS AND REPORTS (Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. RIGHTS TO INVENTIONS (Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
IX. TRADE RESTRICTION CLAUSE (Reference: 49 CFR Part 30.13; FAA Order 5100.36)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R. and

- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

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

X. TERMINATION OF CONTRACT (Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.3)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.
Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Reference: 49 CFR Part 29; FAA Order 5100.39)

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

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference: 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIII. CLEAN AIR AND WATER POLLUTION CONTROL (Reference: 2 CFR § 200 Appendix II(G))

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds $150,000.
XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(Reference: 2 CFR § 200 Appendix II (E))

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

XVI. TEXTING WHEN DRIVING (Reference: Executive Order 13513, DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages
recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS (Reference: 2 CFR § 200 Appendix II(H))

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVIII. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6)

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]
The parties executed this Base Agreement as of this ___ day of __________________________, 2019.

SPONSOR:
City of Rolla, Missouri

ATTEST:

By: ____________________________
Name: __________________________
Title: __________________________

ENGINEER:
Jviation, Inc.

By: ____________________________
Name: Joe Pestka
Title: Office Manager

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### Rates

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AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

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; and

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; and

WHEREAS, 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 Section (23)(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 Section (23)(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 Section (12) of this Agreement.

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

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

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

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

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

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

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "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 in Exhibit II of 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 for those additional services. Any changes in the maximum compensation and fee, 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 in Exhibit III of 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 Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.
(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; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(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 of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is 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 and specifications submitted for review by permit authorities, and plans and 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.
In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

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

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

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

(B) **Eligibility of DBE's:** Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:


(C) **Consultant's Certification Regarding DBE Participation:** The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award
and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

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

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

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

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

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

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

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

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

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

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

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

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

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

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

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

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Providing interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:
9. **Good Faith Efforts to Obtain DBE Participation:** If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) **SUBCONSULTANTS:**

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

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write “N/A” in the first row of the first column.

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<th>FIRM NAME</th>
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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 of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker’s compensation and employer’s liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;
2. Automobile Liability: $500,000.00 per person 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 Liability: $1,000,000.00, each claim and in the annual aggregate.

(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 Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.
(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of $42,705.42, 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, Procurement, Management, and Administration of Engineering and Design Related Services. 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 in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/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, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

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.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(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 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned 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 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed...
the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E)  The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received 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 all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding 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 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 percent retainage will control.

(10)  PERIOD OF SERVICE:

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

(B)  The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. 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. 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, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C)  As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

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

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

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

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:
i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and
Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

      II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

   B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.
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MoDOT Project No.: 19-056A-2

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. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor.

IV. The following terms in 37 CFR 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, MoDOT, and/or FAA in data files compatible with AutoCAD 2016 and Adobe PDF. 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 calendar 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. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.
4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) 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 Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property 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 person up to $3,000,000.00 per occurrence;
2. Automobile Liability: $500,000.00 per person 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) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) 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.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

(18) **Nondiscrimination Assurance:** During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) **Compliance With Regulations:** The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
(D) **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) **Incorporation of Provisions:** The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons
displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104. 49 CFR Part 30:
1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

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

   B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

   C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

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

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be
appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:
1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran’s Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains
Airport: Rolla National
MoDOT Project No.: 19-056A-2

full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200. Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C). 2 CFR Part 1200. DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

   A. Checking the System for Award Management at website: https://www.sam.gov.

   B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

   C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) **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.

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

(23) **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:
Airport: Rolla National
MoDOT Project No.: I9-056A-2

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

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitutions 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, Office Manager |
| CONSULTANT'S NAME | Jviation, Inc. |
| CONSULTANT'S ADDRESS | 931 Wildwood Drive, Suite 101
Jefferson City, MO 65109 |
| PHONE | 573.636.3200 |
| 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.

(24) 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.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are 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 Consultant's lawyers, accountants, insurers, and 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.

(26) **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.

(27) **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.

(28) **PAYMENT BOND:** In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

(30) **ATTACHMENTS:** The following Exhibits and other documents are attached to and made a part of this Agreement:
Airport: Rolla National
MoDOT Project No.: 19-056A-2

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

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

(C) **Exhibit II A:** 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
Airport: Rolla National
MoDOT Project No.: 19-056A-2

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the Consultant the 25th day of March, 2019.
Executed by the Sponsor the ______ day of ______________________, 2019.

Consultant:
Jviation, Inc.

By: ________________________________
Signature

Title: Office Manager

Sponsor:
City of Rolla, Missouri

By: ________________________________
Signature

Title: Mayor

ATTEST:

By: ________________________________
Signature

Title: Project Coordinator

ATTEST:

By: ________________________________
Signature

Title:
EXHIBIT I

PROJECT DESCRIPTION

1. Update Exhibit "A" Property Map
EXHIBIT II

SCOPE OF WORK

FOR

ROLLA NATIONAL AIRPORT

Vichy, MO

Project No. 19-056A-2

Update Exhibit "A" Airport Property Map

This project will consist of updating the Exhibit ‘A’ Airport Property Inventory Map based on research, analysis, and relevant legal survey work to more accurately depict the Rolla National Airport’s property interests. For the purpose of this scope, Rolla National Airport is indicated as “Sponsor” and Jviation, Inc. is indicated as “Engineer”. This scope of work is for the survey and planning services provided by the Engineer for the Sponsor.

DESCRIPTION

Analysis of Exhibit ‘A’ Documents
The airport has acquired land and easements since the last Exhibit “A” was completed and is required to update their Exhibit “A” in conjunction with their current federally funded project. This project will involve updating the Exhibit ‘A’ Airport Property Inventory Map, based upon analysis of property records, and other County, Sponsor, MoDOT and FAA records, as well as relevant legal survey work necessary to validate discrepancies.

The engineering fees for this project will be broken into two parts, Part A-Basic Services; 1) Project Management and Part B-Special Services; 2) Survey Phase and Reimbursable Costs during Survey. Additional planning services that will be completed by sub-consultants to the Engineer may include a title company and will be included in Part B-Special Services.

PART A - BASIC SERVICES will consist of the two phases of work described in more detail below, all invoiced on a Lump Sum Basis.

1.0 Project Management

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

1.2 Provide Project Coordination. The Consultant shall provide support and coordinate services to ensure the completion of the Exhibit "A" Property Inventory Map.

1.3 Provide In-House Quality Control. The Consultant has an established quality control program that will provide both experienced and thorough reviews of all project submittals from an experienced senior-level Planning Manager.

Prior to the 90% review set of the Exhibit ‘A’ Airport Property Inventory Map being submitted to the Sponsor and MoDOT, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Exhibit ‘A’ Airport Property Inventory Map, by a senior-level Planning Manager to ensure compliance will all applicable FAA requirements.
EXHIBIT II

EX Reimbursable Costs during Project Management

This section includes reimbursable items such as auto rental, mileage, and per diem, travel and other miscellaneous costs incurred in order to complete Part A - Basic Services.

PART B - SPECIAL SERVICES will consist of the survey phase ( invoiced on a not-to-exceed basis). Also included are direct subcontract costs for any title research required.

2.0 Survey Phase

2.1 Obtain Title Research of Airport Property. The Consultant may coordinate with a Title Company to obtain title research for all parcels held by the Sponsor. The research will contain all documents that have been recorded for airport property back to the first parcel of land. The title research will also provide any documented easements on the airport properties. The cost of the title commitment will be included under this line item.

2.2 Review of Title Documents. The Consultant will review the title research obtained under Item 2.1 and make recommendations to move forward with analysis of Exhibit 'A' Airport Property Inventory Map. A list of discrepancies will be prepared, and recommendations will be provided.

2.3 Conduct Survey Research. The Consultant shall research any additional documents deemed necessary to properly determine boundary lines of parcels identified in the title commitment. This may require research of deeds for property surrounding the airport to establish actual boundary lines. The Consultant shall coordinate with jurisdictions as appropriate to gather any additional information necessary.

2.4 Perform Survey Field Work. The Consultant shall coordinate and perform survey work as necessary to locate existing monuments, property lines, easements, and rights-of-way to accurately define the parcels identified in the title commitment.

2.5 Prepare Draft and Final Exhibit 'A'. The Consultant shall prepare the appropriate Exhibit 'A' document in accordance with the FAA Standard Operating Procedure (SOP) 3.00, Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps for MoDOT and FAA Review. Using information provided by the Sponsor, the FAA, the State, and other entities, the Exhibit 'A' Property Map will be updated to visually portray all land interests, easements, or other encumbrances presently owned and controlled within the airport influence zone. Specifically, the drawing will document the date the property was acquired, the Federal aid project under which it was acquired (if applicable) and the type of ownership (fee, easement, etc.). Additionally, all land interests to be acquired will also be delineated. To be consistent with SOP 3.00, a boundary survey will be conducted within this task in order to show all of the bearings on the property line.

This phase will include reviews of all project submittals and will also provide surveying guidance to the project team throughout development from an experienced senior-level Professional Land Surveyor. Prior to the final review set of the Exhibit 'A' Airport Property Inventory Map being submitted to the Sponsor and MoDOT, a licensed Professional Land Surveyor will perform an independent review of the Exhibit 'A' Airport Property Inventory Map.

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<th>TASK 2 DELIVERABLES</th>
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<th>TO SPONSOR</th>
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<tr>
<td>2.1 Title Research</td>
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<td>2.2 Draft Exhibit 'A' Airport Property Inventory Map</td>
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<td>2.3 Project Review Meeting Minutes</td>
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<td>2.4 Final Exhibit 'A' Airport Property Inventory Map</td>
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EXHIBIT II

EX Reimbursable Costs during Design

This section includes reimbursable items such as auto rental, mileage, lodging and per diem, travel, and other miscellaneous costs incurred in order to complete Part B – Basic Services.

Title Work. A title company may be required to assist the Consultant in order to complete the scope of work for this project. These components shall include the following:

Prepare a title research of all property currently owned by the Sponsor, as indicated on the existing Exhibit ‘A’ Airport Property Inventory Map.

Assumptions

The scope of services described in the foregoing is based on several assumptions of responsibilities by the Engineer and Sponsor.

1. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The length of each survey trip is anticipated to vary, and the number of trips for each phase are as follows:
   - Project Management Phase: One (1) Trip
   - Survey Phase: Two (2) Trips total combined days anticipated to be eight (8)

2. All engineering and survey work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Criteria will be in accordance with FAA Standard Operating Procedure (SOP) 3.00 for MoDOT Review of Exhibit ‘A’ Airport Property Inventory Maps. Project planning and design will further conform to all applicable standards including all applicable current FAA Advisory Circulars and Orders required for use in AIP funded and PFC approved projects, and other national, state, or local regulations and standards as identified and relevant to an airfield design and planning project.

3. The Engineer will utilize the following computer software for the project:
   - AutoCAD Civil 3D
   - Microsoft Office Suite

4. The Engineer will utilize the following plan standards for the project:
   - Plan will be prepared using the Engineer’s standards unless the Sponsor provides its own standards upon Notice to Proceed.
   - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
   - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.

5. The Engineer may reasonably rely upon the accuracy of data furnished by the Sponsor, or any other project participant not under contractual responsibility to the Engineer pursuant to the project and upon which the Engineer will base the services provided hereunder.

6. The Consultant will maintain records of survey field notes and calculations consistent with typical industry standards for a period of three years as required by FAA.
EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated March 1, 2019
View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>70/7460-1L</td>
<td>Obstruction Marking and Lighting</td>
</tr>
<tr>
<td>Change 2</td>
<td></td>
</tr>
<tr>
<td>150/5020-1</td>
<td>Noise Control and Compatibility Planning for Airports</td>
</tr>
<tr>
<td>150/5070-6B</td>
<td>Airport Master Plans</td>
</tr>
<tr>
<td>Changes 1-2</td>
<td></td>
</tr>
<tr>
<td>150/5070-7</td>
<td>The Airport System Planning Progress</td>
</tr>
<tr>
<td>Change 1</td>
<td></td>
</tr>
<tr>
<td>150/5100-13B</td>
<td>Development of State Standards for Non Primary Airports</td>
</tr>
<tr>
<td>150/5200-28F</td>
<td>Notices to Airmen (NOTAMS) for Airport Operations</td>
</tr>
<tr>
<td>150/5200-30D</td>
<td>Airport Field Condition Assessments and Winter Operations Safety</td>
</tr>
<tr>
<td>150/5200-31C</td>
<td>Airport Emergency Plan</td>
</tr>
<tr>
<td>Changes 1-2</td>
<td></td>
</tr>
<tr>
<td>150/5210-5D</td>
<td>Painting, Marking and Lighting of Vehicles Used on an Airport</td>
</tr>
<tr>
<td>150/5210-7D</td>
<td>Aircraft Rescue and Fire Fighting Communications</td>
</tr>
<tr>
<td>150/5210-13C</td>
<td>Airport Water Rescue Plans and Equipment</td>
</tr>
<tr>
<td>150/5210-14B</td>
<td>Airport Rescue Fire Fighting Equipment, Tools and Clothing</td>
</tr>
<tr>
<td>150/5210-15A</td>
<td>Airport Rescue and Firefighting Station Building Design</td>
</tr>
<tr>
<td>150/5210-18A</td>
<td>Systems for Interactive Training of Airport Personnel</td>
</tr>
<tr>
<td>150/5210-19A</td>
<td>Driver's Enhanced Vision System (DEVs)</td>
</tr>
<tr>
<td>150/5220-10E</td>
<td>Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles</td>
</tr>
<tr>
<td>150/5220-16E</td>
<td>Automated Weather Observing Systems (AWOS) for Non-Federal Applications</td>
</tr>
<tr>
<td>150/5220-17B</td>
<td>Aircraft Rescue and Fire Fighting (ARFF) Training Facilities</td>
</tr>
<tr>
<td>150/5220-18A</td>
<td>Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials</td>
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Exhibit IIA -1
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>150/5220-20A</td>
<td>Airport Show and Ice Control Equipment</td>
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<tr>
<td>150/5220-21C</td>
<td>Aircraft Boarding Equipment</td>
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<tr>
<td>150/5220-22B</td>
<td>Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns</td>
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<tr>
<td>150/5220-23</td>
<td>Frangible Connections</td>
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<tr>
<td>150/5220-24</td>
<td>Foreign Object Debris Detection Equipment</td>
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<tr>
<td>150/5220-25</td>
<td>Airport Avian Radar Systems</td>
</tr>
<tr>
<td>150/5220-26</td>
<td>Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment</td>
</tr>
<tr>
<td>150/5300-7B</td>
<td>FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes</td>
</tr>
<tr>
<td>150/5300-13A</td>
<td>Airport Design</td>
</tr>
<tr>
<td>150/5300-14C</td>
<td>Design of Aircraft Deicing Facilities</td>
</tr>
<tr>
<td>150/5300-16A</td>
<td>General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey</td>
</tr>
<tr>
<td>150/5300-17C</td>
<td>Standards for Using Remote Sensing Technologies in Airport Surveys</td>
</tr>
<tr>
<td>150/5300-18B</td>
<td>Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS</td>
</tr>
<tr>
<td>105/5320-5D</td>
<td>Airport Drainage Design</td>
</tr>
<tr>
<td>150/5320-6F</td>
<td>Airport Pavement Design and Evaluation</td>
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<tr>
<td>150/5320-12C</td>
<td>Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces</td>
</tr>
<tr>
<td>150/5320-15A</td>
<td>Management of Airport Industrial Waste</td>
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<tr>
<td>150/5235-4B</td>
<td>Runway Length Requirements for Airport Design</td>
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<tr>
<td>150/5335-5C</td>
<td>Standardized Method of Reporting Airport Pavement Strength-PCN</td>
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<td>150/5340-1L</td>
<td>Standards for Airport Markings</td>
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<tr>
<td>150/5340-5D</td>
<td>Segmented Circle Airport Marker System</td>
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<tr>
<td>150/5340-18F</td>
<td>Standards for Airport Sign Systems</td>
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<tr>
<td>150/5340-26C</td>
<td>Maintenance of Airport Visual Aid Facilities</td>
</tr>
<tr>
<td>150/5340-30H</td>
<td>Design and Installation Details for Airport Visual Aids</td>
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<tr>
<td>150/5345-3G</td>
<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
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Exhibit IIA -2
<table>
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<th>Specification Code</th>
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<tr>
<td>150/5345-5B</td>
<td>Circuit Selector Switch</td>
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<tr>
<td>150/5345-7F</td>
<td>Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-10H</td>
<td>Specification for Constant Current Regulators and Regulator Monitors</td>
</tr>
<tr>
<td>150/5345-12F</td>
<td>Specification for Airport and Heliport Beacons</td>
</tr>
<tr>
<td>150/5345-13B</td>
<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits</td>
</tr>
<tr>
<td>150/5345-26D</td>
<td>FAA Specification for L-823 Plug and Receptacle, Cable Connectors</td>
</tr>
<tr>
<td>150/5345-27E</td>
<td>Specification for Wind Cone Assemblies</td>
</tr>
<tr>
<td>150/5345-28G</td>
<td>Precision Approach Path Indicator (PAPI) Systems</td>
</tr>
<tr>
<td>150/5345-39D</td>
<td>Specification for L-853, Runway and Taxiway Retroreflective Markers</td>
</tr>
<tr>
<td>150/5345-42H</td>
<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
</tr>
<tr>
<td>150/5345-43J</td>
<td>Specification for Obstruction Lighting Equipment</td>
</tr>
<tr>
<td>150/5345-44K</td>
<td>Specification for Runway and Taxiway Signs</td>
</tr>
<tr>
<td>150/5345-45C</td>
<td>Low-Impact Resistant (LIR) Structures</td>
</tr>
<tr>
<td>150/5345-46E</td>
<td>Specification for Runway and Taxiway Light Fixtures</td>
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<tr>
<td>150/5345-47C</td>
<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
</tr>
<tr>
<td>150/5345-49D</td>
<td>Specification L-854, Radio Control Equipment</td>
</tr>
<tr>
<td>150/5345-50B</td>
<td>Specification for Portable Runway and Taxiway Lights</td>
</tr>
<tr>
<td>150/5345-51B</td>
<td>Specification for Discharge-Type Flasher Equipment</td>
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<tr>
<td>150/5345-52A</td>
<td>Generic Visual Glideslope Indicators (GVGI)</td>
</tr>
<tr>
<td>150/5345-53D</td>
<td>Airport Lighting Equipment Certification Program</td>
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<tr>
<td>150/5345-54B</td>
<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
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<tr>
<td>150/5345-55A</td>
<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
</tr>
<tr>
<td>150/5345-56B</td>
<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
</tr>
<tr>
<td>150/5360-12F</td>
<td>Airport Sign &amp; Graphics</td>
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</tbody>
</table>

Exhibit IIA-3
Airport: Rolla National
MoDOT Project No.: 19-056A-2

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>150/5360-13A</td>
<td>Airport Terminal Planning</td>
</tr>
<tr>
<td>150/5360-14A</td>
<td>Access to Airports by Individuals with Disabilities</td>
</tr>
<tr>
<td>150/5370-2G</td>
<td>Operational Safety on Airports During Construction</td>
</tr>
<tr>
<td>150/5370-10G</td>
<td>Standards for Specifying Construction of Airports</td>
</tr>
<tr>
<td>150/5370-11B</td>
<td>Use of Nondestructive Testing in the Evaluation of Airport Pavements</td>
</tr>
<tr>
<td>150/5370-13A</td>
<td>Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
</tr>
<tr>
<td>150/5370-15B</td>
<td>Airside Applications for Artificial Turf</td>
</tr>
<tr>
<td>150/5370-16</td>
<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
</tr>
<tr>
<td>150/5370-17</td>
<td>Airside Use of Heated Pavement Systems</td>
</tr>
<tr>
<td>150/5390-2C</td>
<td>Heliport Design</td>
</tr>
<tr>
<td>150/5395-1A</td>
<td>Seaplane Bases</td>
</tr>
<tr>
<td>150/5100-14E</td>
<td>Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects</td>
</tr>
<tr>
<td>150/5100-17</td>
<td>Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects</td>
</tr>
<tr>
<td>150/5300-15A</td>
<td>Use of Value Engineering for Engineering Design of Airport Grant Projects</td>
</tr>
<tr>
<td>150/5320-17A</td>
<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
</tr>
<tr>
<td>150-5370-12B</td>
<td>Quality Management for Federally Funded Airport Construction Projects</td>
</tr>
<tr>
<td>150/5380-6C</td>
<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
</tr>
<tr>
<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
</tr>
<tr>
<td>150/5380-9</td>
<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
</tr>
</tbody>
</table>

EXHIBIT 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. Pay all publishing costs 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.

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

7. Designate contact person (see Section (23)(A)).

8. Pay costs for title searches.

Exhibit III-1
Airport: Rolla National
MoDOT Project No.: 19-056A-2

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

Exhibits IV and V - 1

\[ \textit{VI \cdot 1965} \]
## Exhibit IV

**Derivation of Consultant Project Costs (Construction)**

Rolla National Airport  
Rolla, Missouri

**Exhibit "A" Property Map Update**  
January 25, 2019

### 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 Consultant</td>
<td>1</td>
<td>$40.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>Sr. Consultant</td>
<td>10</td>
<td>$36.70</td>
<td>$1,368.00</td>
</tr>
<tr>
<td>Quality Control Manager</td>
<td>0</td>
<td>$69.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>22</td>
<td>$49.00</td>
<td>$1,324.00</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>0</td>
<td>$49.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Electrical Engineer II</td>
<td>0</td>
<td>$63.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Electrical Engineer I</td>
<td>0</td>
<td>$45.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>6</td>
<td>$45.00</td>
<td>270.00</td>
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<tr>
<td>Construction Manager</td>
<td>0</td>
<td>$45.00</td>
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<tr>
<td>Associate Engineer II</td>
<td>0</td>
<td>$40.00</td>
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<tr>
<td>Designer II</td>
<td>0</td>
<td>$40.00</td>
<td>0.00</td>
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<tr>
<td>Designer</td>
<td>0</td>
<td>$40.00</td>
<td>0.00</td>
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<tr>
<td>CADD Tech III</td>
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<td>$40.00</td>
<td>0.00</td>
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<tr>
<td>Associate Engineer I &amp; II</td>
<td>0</td>
<td>$30.00</td>
<td>0.00</td>
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<tr>
<td>Project Coordinator/Supp.</td>
<td>34</td>
<td>$28.00</td>
<td>2,632.00</td>
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<tr>
<td>Surveyor</td>
<td>200</td>
<td>$25.00</td>
<td>5,200.00</td>
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</tbody>
</table>

Total Direct Salary Costs = $11,482.00

### 2. Labor and General Administrative Overhead:

2a. Percentage of Direct Salary Costs  
   2b. FCCM Rate (Optional)  

| Items 1 and 2a | = $20,728.04 | = $0.00 |

### 3. Subtotal:

Items 1 and 2a = $32,211.04

### 4. Profit:

15% of Item 3 Subtotal  
Subtotal = $4,831.66

### 5. Out-Of-Pocket Expenses:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Hours</th>
<th>Rate</th>
<th>Total Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>2134</td>
<td>$0.58/Mile</td>
<td>$1,237.72</td>
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<tr>
<td>Meals</td>
<td>11</td>
<td>$55.00/Day</td>
<td>$605.00</td>
</tr>
<tr>
<td>Motel</td>
<td>5</td>
<td>$94.00/Night</td>
<td>$470.00</td>
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<tr>
<td>Survey Equip.</td>
<td>26</td>
<td>$50.00/Hour</td>
<td>$1,450.00</td>
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<tr>
<td>Misc. (Shipping, printing, etc.)</td>
<td>=</td>
<td>=</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

Total Out-of-Pocket Expenses = $4,182.72 Not to Exceed

### 6. Subcontract Costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Company</td>
<td>= $1,500.00</td>
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<tr>
<td>Name of Firm, type of work</td>
<td>= $0.00</td>
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<tr>
<td>Name of Firm, type of work</td>
<td>= $0.00</td>
</tr>
</tbody>
</table>

= $1,500.00 Not to Exceed

### 7. Maximum Total Fee:

| Items 1, 2, 3, 4, 5 and 6  | = $42,705.42 |

= $42,705.42 Not to Exceed
# Exhibit V

## Project Management Breakdown

<table>
<thead>
<tr>
<th>Task</th>
<th>Principal</th>
<th>Senior Consultant</th>
<th>Survey Manager</th>
<th>Engineer</th>
<th>Surveyor</th>
<th>Project Coordinator</th>
<th>Support 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepare Project Scope &amp; Prelims.</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Provide Project Coordination.</td>
<td></td>
<td>6</td>
<td>4</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3. Provide in Non-Quoted Labor.</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**Subtotal:** $9,448.84

## Reimbursables

<table>
<thead>
<tr>
<th>Item</th>
<th>Hours</th>
<th>Rate/hour</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>59 hrs</td>
<td>$79.00 per hour</td>
<td>$4,641.82</td>
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</tbody>
</table>

**Subtotal:** $4,641.82

## TOTALS

**Total Project Management:** $14,090.66

## Labor Category Breakdown

### Survey Phase (Not in Table)

<table>
<thead>
<tr>
<th>Task</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Survey Manager</th>
<th>Surveyor</th>
<th>Project Coordinator</th>
<th>Support 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Review and Track Hazard Property.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>2. Review of Site Documents</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Conduct Survey Research</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Prepare Survey Field Work</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Prepare Draft and Final Exhibit</td>
<td></td>
<td></td>
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**Subtotal:** $14,090.88

## Reimbursables

<table>
<thead>
<tr>
<th>Item</th>
<th>Hours</th>
<th>Rate/hour</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>208 hrs</td>
<td>$79.00 per hour</td>
<td>$15,769.09</td>
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</tbody>
</table>

**Subtotal:** $15,769.09

**Total Survey:** $30,860.07

### FEE COMPANY

**SUBTOTAL:** $12,800.00

## Phase Fees

### Part A: Basic Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Management (75% &amp; 25%</td>
<td>$8,610.62</td>
</tr>
</tbody>
</table>

**SUBTOTAL:** $8,610.62

### Part B: Special Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Survey Phase</td>
<td>$26,428.86</td>
</tr>
</tbody>
</table>

**SUBTOTAL:** $26,428.86

**Total:** $27,039.48

**Comments:**

- **Reimbursables:** $15,769.09
- **Total:** $27,039.48
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. Project Management

SPECIAL SERVICES

A. Field Survey-Property Survey

1. Research

   30 calendar days after receipt of NTP

2. Field Survey

   a. Boundary surveys and reference ties

   60 calendar days after receipt of NTP

3. Exhibit A Property Map

   90 calendar days after receipt of NTP
ITEM/SUBJECT: Shade/game area, Splash Zone Water Park

BUDGET APPROPRIATION (IF APPLICABLE) $45,700 DATE: Monday, April 1, 2019

COMMENTARY:

Six bids were received March 7, 2019 for two cantilever shade structures, game tables and surface area that will replace the sand area that included play structures and umbrella shades that have deteriorated with time due to weather exposure. The park itself was dedicated June 9, 2000. The shade area and play structures were added in 2003 and are overdue for replacement. The sand alone has been causing a major maintenance and wear issue on the Splash Zone filters and pumps. This new area will serve as a birthday party, gaming and shade area but can be utilized as a family play area. We anticipate about $2,000 in additional rentals. Notice to bid was placed in area newspapers for two weeks and bids were sent to regional vendors. This will be another application of Prop P funds, which have paid for new playgrounds, permanent bathrooms, ballfield improvements, and paving at our parks, with similar work planned this year. Original bid asked for turf, with alternatives considered.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Scope</th>
<th>With PIP surface</th>
<th>With Turf Surface</th>
</tr>
</thead>
<tbody>
<tr>
<td>Play &amp; Park Structures</td>
<td>Cantilever 18 square foot shade structure, 2 46-inch outdoor game, and 2 picnic tables safety surface with concrete sub base and full installation</td>
<td>$52,901.91</td>
<td>didn't meet specs</td>
</tr>
<tr>
<td>Children's Specialties</td>
<td>Cantilever 18 square foot shade structure, 2 46-inch outdoor game, and 2 picnic tables safety surface with concrete sub base and full installation</td>
<td>$56,090.00</td>
<td>$54,538.75</td>
</tr>
<tr>
<td>National Playground</td>
<td>Cantilever 18 square foot shade structure, 2 46-inch outdoor game, and 2 picnic tables safety surface with concrete sub base and full installation</td>
<td>$57,957.00</td>
<td>$64,916.00</td>
</tr>
<tr>
<td>AB Creative</td>
<td>Cantilever 18 square foot shade structure, 2 46-inch outdoor game, and 2 picnic tables safety surface with concrete sub base and full installation</td>
<td>$62,901.00</td>
<td>$78,064.00</td>
</tr>
<tr>
<td>Fry &amp; Associates</td>
<td>Cantilever 18 square foot shade structure, 2 46-inch outdoor game, and 2 picnic tables safety surface with concrete sub base and full installation</td>
<td>$63,108.50</td>
<td>didn't meet specs</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>Description</td>
<td>Cost</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------</td>
<td>---------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>safety surface with concrete sub base and full installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Inclusive Rec Farmington, Mo. 63640</td>
<td>Cantilever 18 square foot shade structure, 2 46-inch outdoor game, and 2 picnic tables safety surface with concrete sub base and full installation</td>
<td>$65,465.56</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$71,250.06</td>
<td></td>
</tr>
</tbody>
</table>

The sand area in the background against the fence is what is being replaced, as well as the structures inside that area.
Staff recommends awarding the bid to Play and Park and going with the Poured in Place surface, which has a longer life of 15-20 years vs 8-10 for turf and was recommended by aquatic planning consultants. Additionally the visual impact of this surface we believe will add an extra pop. We would request that the Council also approve a resolution authorizing the Mayor to execute the contract.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT WITH PLAY AND PARK STRUCTURES, PARK HILLS, MISSOURI, FOR THE PURCHASE OF A SHADE/GAME AREA.

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

Section 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a contract agreement between the City of Rolla, Missouri, and Play and Park Structures, Park Hills, Missouri, for the purchase of a shade/game area. A copy of said contract agreement attached hereto and marked Exhibit A.

Section 2: That this resolution 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 1ST DAY OF APRIL 2019.

APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR

VII A.4.
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of April, 2019, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Play & Park Structures of MO, Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of "FY2018-19 – SPLASH ZONE SHADE AND GAME AREA PROJECT 070-580-1-2019", in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of “FY2018-19 – SPLASH ZONE SHADE AND GAME AREA PROJECT 070-580-1-2019”.

VII. A. S.
It is further stipulated that not less than the prevailing hourly rate of wages, as set out in the wage order attached to, and made part of the specification for work under the contract, as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal, shall be paid to all workers performing work under this Contract. Further, the contractor will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.”

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

Contractor must require and shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo., unless they have previously completed the program and have documentation of having done so, which will be provided to the city.

Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. Any wage subsidy, bid supplement or rebate that is provided must be reported to the City within 30 days of receipt of payment, in accordance with Section 290.095, RSMo.
ARTICLE V. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $52,901.91 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within the specified consecutive calendar days as noted in the Scope of Work Page No. 22. A Notice to Proceed will be issued as soon as they are made available to the City.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars ($100.00) per calendar day that the Contractor shall be in default.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete a return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions sections.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor’s Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY

Mayor, Owner, Party of the First Part

CONTRACTOR

BY

TITLE

VII. A. 7.
STATE OF MISSOURI  )
) SS
County of Phelps  )

On this _____ day of __________ before me appeared ___________________________________________,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said __________________________ acknowledged said instrument to be the free act and deed of said municipal corporation.

My commission expires: ____________________________

Notary Public

STATE OF MISSOURI  )
) SS
County of Phelps  )

On this _____ day of __________ before me appeared ___________________________________________,
to me personally known, who, being by me duly sworn, did say that (s)he is the __________ of __________ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said __________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: ____________________________

Notary Public

\[\sqrt{17}, A. J.\]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project #479
McCUTCHEN ROUNDABOUT

BUDGET APPROPRIATION (IF APPLICABLE): $300,000 DATE: 04/01/2019

COMMENTARY:

City staff asked for and received bids for Project #479 - McCutchen Roundabout. This project will provide for new roundabout at the intersection of McCutchen Drive and St. Maria’s Street and new curb and gutter from approximately 400' south of California Drive to Liberty Drive. A bid summary is attached.

Lehman Construction, LLC $205,706.65
California, MO

Donald Maggi, Inc. $296,441.90
Rolla, MO

B&P Patterson, LLC $314,782.40
Linn, MO

Cahills Construction, LLC $370,331.00
Rolla, MO

City staff recommends awarding the bid to the low bidder, Lehman Construction, LLC in the amount of $205,706.65.

Staff requests a first reading of an ordinance authorizing the Mayor to enter into a contract with Lehman Construction, LLC for $205,706.65.
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 LEHMAN CONSTRUCTION, LLC FOR MCCUTCHEN ROUNDABOUT, PROJECT #479.

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 Lehman Construction, LLC, for McCutchen Roundabout, Project #479, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Person</th>
<th>Phone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lehman Construction, L.L.C.</td>
<td>Kenny Lehman-Mgr.</td>
<td>573-796-8101</td>
<td>573-796-8293</td>
<td><a href="mailto:quotes@lehmanconstructionllc.com">quotes@lehmanconstructionllc.com</a></td>
</tr>
<tr>
<td></td>
<td>Denis Spurgeon-V.P.</td>
<td>573-364-7733</td>
<td>573-341-5065</td>
<td><a href="mailto:maggiconst@gmail.com">maggiconst@gmail.com</a></td>
</tr>
<tr>
<td></td>
<td>Brian Patterson-owner</td>
<td>573-690-1249</td>
<td>573-897-5701</td>
<td><a href="mailto:pattersonlc@hotmail.com">pattersonlc@hotmail.com</a></td>
</tr>
<tr>
<td></td>
<td>Tonie Cahill-President</td>
<td>573-426-5305</td>
<td>573-362-3562</td>
<td><a href="mailto:toniecahill@cahillsconstruction.com">toniecahill@cahillsconstruction.com</a></td>
</tr>
</tbody>
</table>

**GRAND TOTAL PROJECT 479**

| $205,706.85 | $296,441.90 | $314,782.48 | $370,331.00 |

* Driveways requiring 8 Bag Mix will be paid by adding 10% to 6 Bag Price.

** Calendar Days for this project: 120 days
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of ________________ by and
between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and
Lehman Construction, L.L.C. Party of the second Part and
hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications,
plans, and other Contract Documents for the work herein described, and has approved and adopted
said documents, and has caused to be published and advertised for and in connection with the
construction of “MCCUTCHEN ROUNDBOUGHT, PROJECT 479”, in complete accord with
the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner,
in the manner and at the time specified, a sealed proposal in accordance with the terms of said
advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and
canvassed the proposals submitted in response to the published invitation therefore, and as a result
of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder
for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or
sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this
contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the
mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the
Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his
or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent,
transportation, and other construction accessories, services and facilities; (b) furnish all materials,
supplies, and equipment specified and required to be incorporated in, and form a permanent part
of the completed work except the items specified to be furnished by the Owner; (c) provide and
perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in
accordance with the provisions of the General Conditions and the Special Conditions of the
Contract, which are attached hereto and made a part hereof, and in conformity with the Contract
Plans and Specifications designated and identified therein, execute, construct, and complete all
work included in, and covered by the Owner’s official award of this Contract to the said Contractor,
such award being based on the acceptance by the Owner of the Contractor’s proposal, for the
construction of “MCCUTCHEN ROUNDBOUGHT, PROJECT 479”.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the
Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court
of Appeal shall be paid to all workers performing work under this Contract.

VII. B.4.
ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

Contractor acknowledges and agrees that any of Contractor’s employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to
Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $205,706.65 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within the specified consecutive calendar days

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of five hundred dollars ($500.00) per calendar day that the Contractor shall be in default.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete a return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions sections.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor’s Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI  
BY _____________________________  
Mayor, Owner, Party of the First Part

CONTRACTOR  
BY ________________________________  
TITLE ________________________________

STATE OF MISSOURI )  
SS )  
County of Phelps )

On this ______ day of ______________ before me appeared ____________________________,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said _______________________________ Acknowledged said instrument to be the free act and deed of said Municipal Corporation.

My commission expires: ____________________________

__________________________  
Notary Public

STATE OF MISSOURI )  
SS )  
County of Phelps )

On this ______ day of ______________ before me appeared ____________________________,
to me personally known, who, being by me duly sworn, did say that (s)he is the __________________ of _______________________________

and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said _______________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: ____________________________

__________________________  
Notary Public

VII. 8. 7.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project #490
Phase III Asphalt Improvements

BUDGET APPROPRIATION (IF APPLICABLE): $210,000 DATE: 04/01/2019

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

COMMENTARY:

City staff asked for and received bids for Project #490 - 2019 Phase III Asphalt Improvements. This project will overlay McCutchen Drive from 400' South of California Drive to Liberty Drive, Sally Road from Old Wire Road to Westside Drive and 18th Street from Sharp Road to Old St. James Road. A bid summary is attached. The Move Rolla Transportation Development board has agree to pay approximately $27,000 of the Sally Road portion of this project.

Capital Paving & Construction, LLC
PO Box 104960
Jefferson City, MO 65110

Pierce Asphalt, LLC
PO Box 1264
Rolla, MO 65402

Melrose Quarry and Asphalt
PO Box 187
Rolla, MO 65402

City staff recommends awarding the bid to the low bidder, Capital Paving & Construction, LLC in the amount of $183,190.95.

Staff requests a first reading of an ordinance authorizing the Mayor to enter into a contract with Capital Paving & Construction, LLC for $183,190.95
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 CAPITAL PAVING & CONSTRUCTION, LLC FOR 2019 PHASE III ASPHALT IMPROVEMENTS, PROJECT #490.

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 Capital Paving & Construction, LLC, for 2019 Phase III Asphalt Improvements, Project #490, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY.</th>
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<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>McCutchen Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sally Road</td>
<td></td>
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<td><strong>TOTAL BID PRICE</strong></td>
<td>$183,190.95</td>
<td>$199,783.11</td>
<td>$213,322.96</td>
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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ______ Day of ________________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Capital Paving & Construction Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2019 Phase III Asphalt Improvements, PROJECT 490, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2019 Phase III Asphalt Improvements, PROJECT 490.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

**ARTICLE II.** Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

**ARTICLE III.** Occupational Safety and Health Administration (OSHA)

**Safety Training:**

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

**Notice of Penalties for Failure to Provide Safety Training**

a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

**ARTICLE IV.** That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $183,190.95 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of $100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor’s Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY _____________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY _____________________________

State of Missouri
County of Phelps

Printed Name

Printed Name/Title

On this ______ day of ________, before me appeared ____________________________, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said ____________________________ acknowledged said instrument to be the free act and deed of said municipal corporation.

My commission expires: ____________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

On this ______ day of ________, before me appeared ____________________________, to me personally known, who, being by me duly sworn, did say that (s)he is the ____________________________ of ___ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said ____________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: ____________________________

Notary Public