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

Rolla City Council Meeting
June 17, 2019
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

PLEDGE OF ALLEGIANCE
Councilman John Meusch

I. PUBLIC HEARINGS
None.

II. SPECIAL PRESENTATIONS
A) Organics/Food Waste Composting – Mr. Stan Slaughter

III. OLD BUSINESS
A) Ordinance Amending Sec. 27-89 of the Code Pertaining to Stop Intersections – (City Engineer Darin Pryor) – Final Reading
B) Ordinance Authorizing the RMU General Manager to Execute a Contract for Sale of Real Estate with Missouri Southern Seed – (RMU General Manager Rodney Bourne) – Final Reading
C) Motion to Withdraw Consideration of Ordinance Amending Chap. 27 of the Code to Allow Bicycles to make an Idaho Stop – (Public Works Director Steve Hargis) – Motion

IV. NEW BUSINESS
A) Ordinance Approving the Final Plat of Deer Crossing East IV, a Major Subdivision (Renick) – (Community Development Director Steve Flowers) – First Reading
B) Ordinance Amending Sections 31-23 and 31-24 of the Code Pertaining to the Parks Advisory Commission – (Parks Director Floyd Jemigan) – First Reading
C) Ordinance Renewing Antenna & Equipment Space Lease at Rolla National Airport – (Mayor Louis J. Magdits) – First Reading

V. CLAIMS and/or FISCAL TRANSACTIONS
A) Motion Awarding Auditing Services to Cochran, Head & Co., CPA for a Three Year Term – (Finance Director Steffanie Rogers) - Motion
VI. **MAYOR/CITY COUNCIL COMMENTS**  
A) *Motion* Affirming as the “other political subdivisions” Representative, Mr. Larry Stratman to the Rolla Enhanced Enterprise Zone Board (June 2024) - *Motion*  
B) *Motion* Affirming as the Rolla Public School Representative, Ms. Jane Haskell to the Rolla Enhanced Enterprise Zone Board June 2024) - *Motion*  

VII. **CITIZEN COMMUNICATION**  
A) Open Citizen Communication  

VIII. **COMMENTS FOR THE GOOD OF THE ORDER**  
A) Ford Tri Motor Schedule at Rolla National Airport – June 27 through June 30, 2019  

IX. **CLOSED SESSION**  
Pursuant to RSMo. 610.021 the Rolla City Council will adjourn into Closed Session to discuss:  
1) Real Estate  
2) Legal Work Product  

X. **ADJOURNMENT**
1. View 6 minute video of Kansas City's compost system
2. Report from a site visit to Rolla Compost Facility
3. Options for improvement/alternative systems
4. Community-Scale composting options
5. Discussion
CITY OF ROLLA

CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Stop and Yield Ordinance

BUDGET APPROPRIATION (IF APPLICABLE) $ DATE: 06/17/19

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COMMENTARY:

At the last council meeting staff was instructed to review the yield condition at the intersection of Powell Avenue and 12th Street. Staff also reviewed all other yield controlled intersections in this area. We recommend changing all yield controlled intersections in this area to stop intersections. The changes are detailed on the attached map.

Staff recommends approval.
ORDINANCE NO. __________

AN ORDINANCE AMENDING SECTION 27-89 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, PERTAINING TO STOP INTERSECTIONS.

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

Section 1: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby amended by deleting the following: (Ord. 4197)

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

Twelfth Street, at Fourteenth Street, at Powell Avenue (Yield), at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), Bardsley Road, at Holloway Street.

Thirteenth Street, at Powell Avenue (Yield), at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63) at Pine Street, at Elm Street, at Oak Street, at Bardsley Road, at Iowa Street, at Holloway Street.

Duane Avenue, at Twelfth Street (Yield).

Joyce Avenue, at Eleventh Street (Yield).

Section 2: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby amended by adding the following:
Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

Twelfth Street, at Fourteenth Street, at Powell Avenue, at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), Bardsley Road, at Holloway Street.

Thirteenth Street, at Powell Avenue, at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63) at Pine Street, at Elm Street, at Oak Street, at Bardsley Road, at Iowa Street, at Holloway Street.

Duane Avenue, at Twelfth Street.

Section 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
Section 27-89 Stop Intersections

Delete: Twelfth Street, at Fourteenth Street, at Powell Avenue (Yield), at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), Bardsley Road, at Holloway Street.

Add: Twelfth Street, at Fourteenth Street, at Powell Avenue, at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), Bardsley Road, at Holloway Street.

Delete: Thirteenth Street, at Powell Avenue (Yield), at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), at Pine Street, at Elm Street, at Oak Street, at Bardsley Road, at Iowa Street, at Holloway Street.

Add: Thirteenth Street, at Powell Avenue, at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), at Pine Street, at Elm Street, at Oak Street, at Bardsley Road, at Iowa Street, at Holloway Street.

Delete: Duane Avenue, at Twelfth Street (Yield)

Add: Duane Avenue, at Twelfth Street

Delete: Joyce Avenue, at Eleventh Street (Yield)
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Rodney Bourne, P.E.  ACTION REQUESTED: Final Reading
RMU General Manager

SUBJECT: Ordinance Authorizing Execution of Contract for Sale of Real Estate related to the
sale of Lot 1 of Municipal Acres No. 4

BUDGET APPROPRIATION: N/A  DATE: June 17, 2019

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COMMENTARY: The Rolla Board of Public Works has completed negotiations with
Missouri Southern Seed for the sale of Lot 1 of Municipal Acres No. 4.

The attached Contract for Sale of Real Estate has been developed by local RMU counsel.

The attached Ordinance would authorize the final execution of the document, which the Rolla
Board of Public Works has unanimously approved.

The Rolla Board of Public Works and RMU Management recommend approval.

Please contact me should you have any questions. Thank you for your consideration.

Recommendation: Final reading of proposed ordinance.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE GENERAL MANAGER OF ROLLA MUNICIPAL UTILITIES TO EXECUTE ON BEHALF OF THE CITY OF ROLLA A CERTAIN CONTRACT FOR SALE OF REAL ESTATE WITH MISSOURI SOUTHERN SEED CORPORATION.

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

Section 1: That the General Manager of Rolla Municipal Utilities be and is hereby authorized and directed to execute on behalf of the City of Rolla a Contract for Sale of Real Estate between the City of Rolla, Missouri, acting by and through its Board of Public Works and Missouri Southern Seed Corporation. A copy of said contract being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
DEPARTMENT: Community Development  ACTION REQUESTED: First Reading

SUBJECT: A request to approve the Final plat of Deer Crossing East IV, a major subdivision, being a replat of Lots 3, 4, 5, 6 & 14, Deer Crossing East III. (Renick)

MEETING DATE: 06-17-2019

GENERAL INFORMATION:
CASE NUMBER: SUB19-03  SUBMISSION DATE: 06-03-2019

APPLICANT: The lot subject to this proposal (the subject lot) is owned by John and Sharon Renick. The agent and surveyor for this project is Archer Elgin.

LOCATION: The subject lot is located in the central part of the City of Rolla, approximately 1,500 feet East of South Rolla St. between Christy Dr. and Southview Dr. along Winchester Dr. The address of the lot is 511 Christy Dr.

CURRENT USE/ZONING: The subject lot is within the Single Family (Zoning) District (R-1) and is vacant

PROJECT DESCRIPTION: The subject parcel is a replat of lots 3, 4, 5, 6 & 14, Deer Crossing East.

ANALYSIS: This is a re-subdivision of an existing platted subdivision and a Land Development Permit (LDP) will not be required at this time. As established by ordinance that dedicated Deer Crossing East III, this tract will now be subject to the City’s storm water management requirements and Parkland dedication requirements. It was requested by Parks to accept land in lieu of fees. It was also requested by Public Works to accept land to remove the flood plain areas to prevent future development in this area and could be utilized for parking, for trail, and future park development. Lot 17 will be responsible for the storm water management requirements upon future development. Sidewalks will be required prior to finalization of building permits.

PUBLIC COMMENTS: No protest petitions or public comments have been filed with this department.

ACTION REQUIRED: Planning and Zoning Commission recommended approval of this subdivision by a vote of 6:0, with one abstention and one absentee. The action required from the City Council is to conduct the first reading of an ordinance that would approve the Final Plat of Deer Crossing East IV.
ORDINANCE NO. _________

AN ORDINANCE APPROVING THE FINAL PLAT OF DEER CROSSING EAST IV, A MAJOR SUBDIVISION, BEING A REPLAT OF LOTS 3, 4, 5, 6 & 14, DEER CROSSING EAST III. (RENICK)

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

Section 1: An ordinance that approves the Final Plat Deer Crossing East IV, a major subdivision, being a replat of Lots 3, 4, 5, 6 & 14, Deer Crossing East III.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits shall not be issued by the Community Development Department until the Final Plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF JULY 2019.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Counselor
ITEM/SUBJECT: A revision of existing Article IV Sections 31-23 through 31-24 of the Rolla City Code.

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COMMENTARY:

We're proposing to revise the Parks Advisory Commission by adding subsection (g) to the duties of the Parks Commission, empowering said commission to act as the city's Tree Board and provide input on public tree management and care.

This revision also expands the commission to six voting members, from the current five, with the sixth having expertise in tree planting and care.

These changes were referenced in the Council's discussion and June 3, 2019, passage of the ordinance providing for the management of the planting, maintenance and removal of trees, shrubs and other woody plants within the City of Rolla located on city property.

The Parks Advisory Commission voted at its May 8 meeting to accept this responsibility. The Commission also voted at that meeting to recommend to City Council the addition of a sixth member to the commission with a background as a tree expert.

This is the next step in the process of the city applying for Tree City USA designation. Next steps relate to creating an annual budget of at least $2 per capita and the proclamation and hosting of an Arbor Day observance.
ORDINANCE NO. __________


Whereas the Council of the City of Rolla, Missouri, has enacted an ordinance regulating the planting, maintenance, and removal of trees, shrubs and other plants upon city property in Rolla, Missouri, and;

Whereas said ordinance Article VIII, Chapter 31, grants authority to the Parks Advisory Commission to function as the City of Rolla Tree Board:

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

Section 1: That Sections 31-23. Duties of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, is hereby amended by adding the following:

ARTICLE IV. PARKS AND RECREATION COMMISSION

Division 1. Parks Advisory Commission

Sec. 31-23. Duties.

g) To act as the city's Tree Board and provide input on public tree management and care.

Section 2: That Sections 31-24. Members. of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, is hereby amended to read as follows:

ARTICLE IV. PARKS AND RECREATION COMMISSION

Division 1. Parks Advisory Commission

Sec. 31-24. Members.

Parks Commission Members

a) The Parks Commission shall consist of six (6) voting members representing various park user groups (i.e. naturalist, youth sports, sports leagues, ecologist, and business community. One member shall have additional expertise in tree planting and care). The members shall serve for a term of (3) three years or until their successors are appointed and confirmed as set forth in this section. The first appointees upon formation shall be
appointed for staggered terms, one (1) member being appointed for a one-year term, two (2) members being appointed for a two-year term, and two (2) members being appointed for a three-year term.

b) Only the six (6) voting members of the Parks Commission shall cast votes. A quorum is defined as a majority of the voting membership.

Section 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

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

ITEM/SUBJECT: Renewal of Antenna and Equipment space Lease at RNA

BUDGET APPROPRIATION (IF APPLICABLE) $852 DATE: June 17, 2019

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COMMENTARY:

The FAA provides weather-reporting data out of the Airport Terminal Building by way of an Antenna and Equipment Space Lease and has done so since 1996. The FAA was cooperative in relocating those services from the old building to the new building, which was designed to host this equipment. Despite pushing for an increase in the rental payment, the FAA was not willing to increase the $71/month rent. This lease provides for a ten-year extension through September 30, 2029. The Lease requires authorization by the governing body (City Council).

RECOMMENDATION: First reading.
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 ANTENNA AND EQUIPMENT SPACE LEASE BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND THE CITY OF ROLLA, MISSOURI.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a certain antenna and equipment space lease between the United States of America, Department of Transportation, Federal Aviation Administration, and the City of Rolla, Missouri, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

ATTEST: 

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV . C . 2. 
+ANTENNA AND EQUIPMENT SPACE LEASE

Between

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

And

CITY OF ROLLA, MISSOURI

Lease No. 697DCM-19-L-00074
(VIII) RCO/ASOS
Rolla, Missouri

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between City of Rolla, Missouri, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DTFACN-14-L-00112 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (OCT 1996)

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic operations: Approximately 112.78 square feet, more or less, in room 118 in the Terminal Building at the Rolla National Airport, Vichy, Missouri, to house the Remote Communications Outlet (RCO) equipment, and the Automated Surface Observing System (ASOS) ACU GTA equipment, together with the right to install and operate antennas on the roof of the building with appurtenant cabling to the equipment cabinets as shown on Integrity Engineering, Inc. Drawing A-102, dated August 7, 2016, identified as Exhibit "A," attached hereto and made a part hereof.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on October 1, 2019 and continuing through September 30, 2029 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
6.2.6 Consideration (JUL 2017)

The Government shall pay the Lessor for the premises in the amount of $852.00 per annum, payable to City of Rolla, Missouri, at the monthly rate of $71.00. Payment is not for rental but as reasonable reimbursement for utilities and general maintenance costs. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Enter Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.
6.3.16 Failure in Performance (OCT 1996)

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.29 Alterations (JAN 2017)

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which alterations, structures or signs so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

6.3.30 Hold Harmless (OCT 1996)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful
act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government’s rights as a sovereign.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.
6.3.44 Inspection (OCT 1996)

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.
SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1-2 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

A. UTILITIES
B. MAINTENANCE SERVICES

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
City of Rolla, Missouri
City Administrator
P.O. Box 979
Rolla, Missouri 65402

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Ft. Worth, TX 76177

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF ROLLA, MISSOURI

By: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: ________________________________

Jennifer Miller
Real Estate Contracting Officer

Date: ________________________________
SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS

Attachment/Exhibit List

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Number of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Exhibit “A” Integrity Engineering, Inc Drawing A-102</td>
<td>August 7, 2016</td>
<td>1</td>
</tr>
</tbody>
</table>

PUBLIC AUTHORIZATION CERTIFICATE

On this ______ day of __________________, 20___, I __________________ certify that I am the ___________________________ of the City of Rolla, Missouri named in the attached agreement; that ___________________________ who signed said agreement on behalf of the City of Rolla, Missouri is ___________________________ of the City of Rolla, Missouri; that said agreement was duly signed for and on behalf of the City of Rolla, Missouri by authority of its governing body, and is within the scope of its powers.

Signed ___________________________
City of Rolla  
Mr. John Butz, City Administrator  
P.O. Box 979  
Rolla, Missouri 65402  

Dear Mr. Butz:

Subject: Lease No. 697DCM-19-L-00074  
(VIH) RCO/ASOS  
Rolla, Missouri

The Federal Aviation Administration (FAA) Lease No. DTFACN-14-L-00112, providing approximately 113 square feet of space in the Terminal building at Rolla National Airport in Vichy, Missouri, to house the Remote Communications Outlet (RCO) equipment, and the Automated Surface Observing System (ASOS) equipment expires on September 30, 2019. The FAA has an ongoing need to occupy the premises.

Pursuant to your telephone conversation with Dawn Jimison of our contract support staff, enclosed are two (2) copies of proposed succeeding Lease No. 697DCM-19-L-00074. As stated in the lease, the rental consideration will be $852.00 per annum paid at a monthly rate of $71.00 for a 10-year term.

Please review, sign and date the copies, complete the Public Authorization Certificate, and return all copies in the enclosed postage paid envelope. When received, a fully executed copy will be returned to you for your records.

If you require additional information, please contact me at 817-222-4372, or via email at Jennifer.W.Miller@faa.gov.

Sincerely,

Jennifer W. Miller  
Real Estate Contracting Officer

Enclosure (2)
COMMENTARY:

On May 29, 2019, bids for auditing services were opened. Attached to this commentary you will find the bid tabulation spreadsheet for all bids received.

After reviewing the bid tabulations, it was the recommendation of staff that auditing services be awarded to Cochran, Head & Co, CPA. The terms of the agreement will be for three (3) fiscal years with a possible two (2) year extension. RMU has also reviewed the received proposal.

The pricing submitted from Cochran, Head & Co, CPA for the three (3) year contract is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>City of Rolla</th>
<th>RMU</th>
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<tbody>
<tr>
<td>FY 2019</td>
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<td>$10,580</td>
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<tr>
<td>FY 2020</td>
<td>$20,631</td>
<td>$10,897</td>
</tr>
<tr>
<td>FY 2021</td>
<td>$21,250</td>
<td>$11,224</td>
</tr>
<tr>
<td></td>
<td>$61,911</td>
<td>$32,701</td>
</tr>
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</table>

It is the recommendation of staff to award auditing services to Cochran, Head & Co, CPA for a three (3) year term.
### CITY OF ROLLA
#### AUDIT SERVICE BID RESULTS
5/29/19

<table>
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<tr>
<th></th>
<th>CITY</th>
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<td><strong>KPM, CPA</strong></td>
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<td><strong>Rubin Brown</strong></td>
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<td>$-</td>
</tr>
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<td></td>
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<td>$-</td>
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<tr>
<td></td>
<td>FY 2021</td>
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<td></td>
<td><strong>Total</strong></td>
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<td>$-</td>
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<td><strong>Evers &amp; Company, CPA</strong></td>
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<tr>
<td><strong>Cochran, Head &amp; Co, CPA</strong></td>
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<td><strong>Total</strong></td>
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<td><strong>Hochschild, Bloom &amp; Co, LLP</strong></td>
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<td><strong>Williams-Keepers, LLC</strong></td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>
WELCOME TO ROLLA NATIONAL AIRPORT

Ford Tri Motor Schedule  Sponsored by HUTCHESON FORD

June 27

Thursday 2 pm Event Kickoff! First flights will be for press and city officials. A free ride for any person who can and will be advertising for the event, this would include the Local TV & Radio stations, Newspapers etc. After all the free rides are given, Paid rides will be available for the public until 5.

June 28

Friday 9 am Pancake Breakfast. Free Breakfast to anyone that has flown in. Rides start 9-5 pm

June 29

Saturday Costume Contest. Come dressed in the era of the 20-30's and enter into our contest held at 2 pm at the Main Hanger. 4 free tickets to ride will be given to the 4 best dressed. Free hotdogs to all Costume Participants.

June 30  Sunday Rides 9-5

Adult Walk Up Pricing $77 $72 online  Child (17 & Under) $52

Food and Drink available all four days.

Rides may be postponed or cancelled if safety issues prevail, weather etc

SAFETY FIRST ALWAYS

Rides last approx. 15 minutes may be a slight waiting period between flights

FOR MORE INFO: FLYTHEFORD.ORG or call 1-877-952-3595

FORD  HOSTED BY EAA CHAPTER 1616 eaachapter1616@gmail.com
ROLLA NATIONAL AIRPORT
JUNE 27-30, 2019 * VICHY, MO

ADVANCE ONLINE PRICING: ADULT: $72 • CHILD (17 & UNDER): $52
WALK UP PRICING: $77 • RIDES: THURS 2-5PM • FRI-SUN 9AM-5PM

FOR MORE INFO: FLYTHEFORD.ORG OR CALL: 1-877-952-5395