

**Please Note:** The Council Meeting will be conducted at Rolla City Hall. Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at [https://www.youtube.com/@City\\_of\\_Rolla/streams](https://www.youtube.com/@City_of_Rolla/streams)

**COUNCIL PRAYER**  
Ministerial Alliance

**AGENDA OF THE ROLLA CITY COUNCIL**  
**Tuesday, January 20th, 2026;**  
**\*\*Closed Session – 3<sup>rd</sup> Floor Conference Room, 5:30 pm**  
**Open Session – Council Chambers, 6:30 pm**  
**901 North Elm Street**

**PRESIDING: Mayor Louis J. Magdits**

**COUNCIL ROLL: Vacancy, AUGUST ROLUFS, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, WILLIAM HAHN, TOM MC NEVEN, KEVIN GREVEN, DAVID SHELBY, TINA BALCH AND MICHEAL DICKENS**

\*\*\*\*\*

**Closed Session; 5:30 pm; 3<sup>rd</sup> Floor Conference Room**

**I. CLOSED SESSION – Closed Session per RSMo 610.021 – (1) Legal, (2) Sale and Lease of Property**

**Open Session; 6:30 pm; Council Chambers**  
**PLEDGE OF ALLEGIANCE**  
Councilman Hahn

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

- a) Rolla Centre Financials for November
- b) Rolla City Financials for November

**III. PUBLIC HEARINGS -**

- A. Public Hearing and Ordinance to rezone property located on the 800 Block of Lanning Lane from R-1, Suburban Residential district to the C-1, Neighborhood Commercial District. (Tom Coots, City Planner) **Public Hearing and First Reading**

**IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –**

- A. Rolla 2050 Comprehensive Plan Draft Review (Dawn Bell, Comm. Dev. Director and Tim Breihan, H3 Studio)

**V. OLD BUSINESS –**

- A. **Ordinance** to approve a Development Agreement with the property owner of McCutcheon Acres for a cost share on the extension of 18<sup>th</sup> Street between Forum Drive and McCutchen Drive. (Darin Pryor, PW Director) **Final Reading**

VI. **NEW BUSINESS** –

- A. **Ordinance** to authorize a supplemental agreement with Woolpert, Inc for rebid/redesign services for the Rolla National Airport Taxiway Project. (Darin Pryor, PW Director) **First Reading**
- B. **Ordinance** to authorize an aviation consultant agreement with Woolpert, Inc for design services for the rehabilitation of runway 13/31 at Rolla National Airport. (Darin Pryor, PW Director) **First Reading**
- C. **Resolution** to approve Lease Agreement with Phelps Health for the Centre. (Keith Riesberg, City Administrator)
- D. **Ordinance** pertaining to false alarm response. (Major William Loughridge) **First Reading**
- E. **Resolution** authorizing a temporary sewer agreement with the City of Doolittle. (Darin Pryor, PW Director)

VII. **CLAIMS and/or FISCAL TRANSACTIONS** –

- A. **Motion** to approve mobile fingerprint scanners through the Missouri Blue Shield Grant. (Police Chief Sean Fagan)

VIII. **CITIZEN COMMUNICATION**

IX. **MAYOR/CITY COUNCIL COMMENTS**

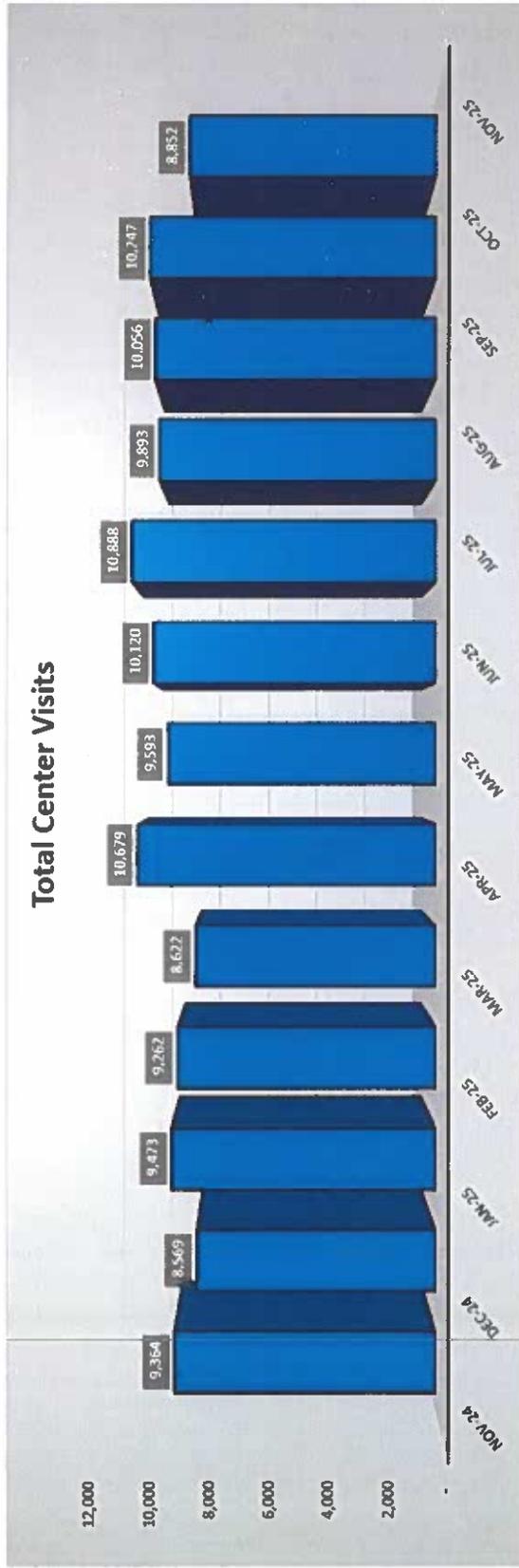
X. **COMMENTS FOR THE GOOD OF THE ORDER**

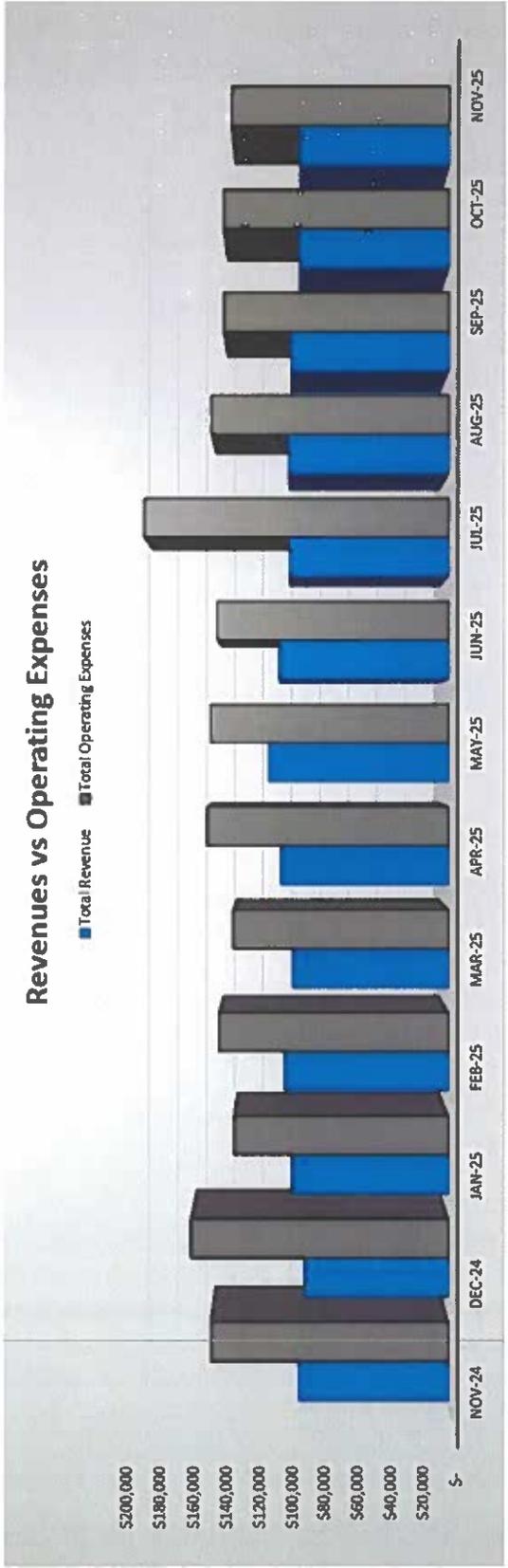
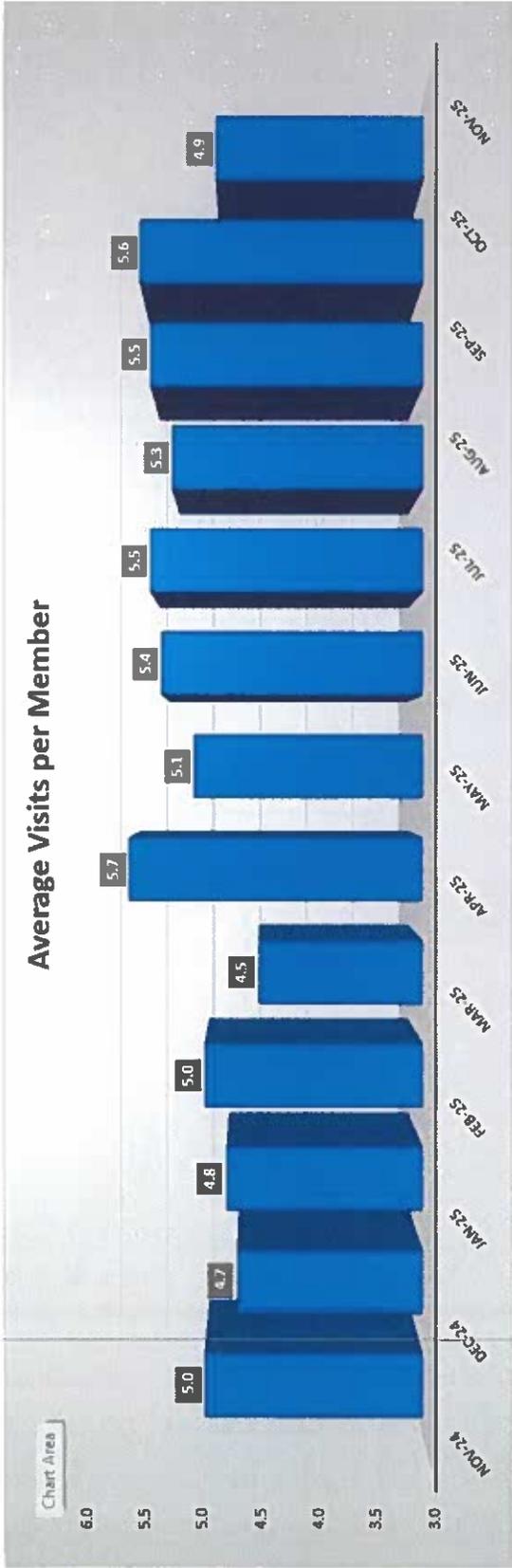
- A. Next City Council meeting, Monday, February 2<sup>nd</sup>, 2026.
- B. Rolla 2050 Comprehensive Plan Public Open House, Wednesday, January 21st, 4:30 pm -7:00 pm

XI. **ADJOURNMENT** -

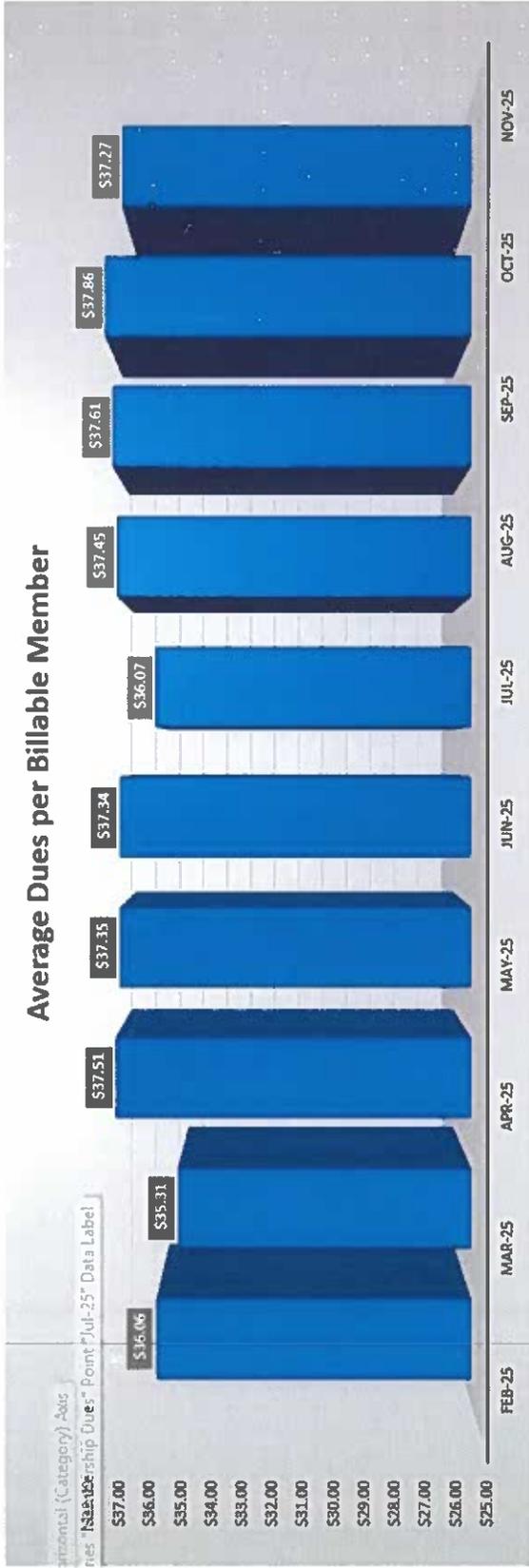
*The Centre Rolle's Health & Recreation Complex*  
**Income Statement**  
*For the 2 Months Ending*  
**November 30, 2025**

	<i>Period To Date</i>	<i>PTD Budget</i>	<i>Variance</i>	<i>Last Year</i>	<i>Year To Date</i>	<i>YTD Budget</i>	<i>Variance</i>	<i>Last Year</i>
<b>Members:</b>								
New	67	98	-32%	91	141	200	-30%	184
Net New & Reactivated Bridge/Freezes	(12)	(3)	-300%	(3)	(32)	0	-320%	0
Cancelled	71	56	-27%	96	136	125	-9%	195
Net	(16)	39	-141%	(8)	(27)	75	-136%	(11)
<b>Total Members</b>	<b>1,804</b>	<b>1,905</b>	<b>-5%</b>	<b>1,873</b>	<b>1,804</b>	<b>1,905</b>	<b>-5%</b>	<b>1,873</b>
<b>Revenues</b>								
<b>Rental &amp; Other:</b>								
Conference Room & Other Rental	\$630	\$500	\$130	(\$100)	\$1,020	\$1,000	\$20	\$800
	630	500	130	(100)	1,020	1,000	20	800
<b>Member Services:</b>								
Membership Dues	64,747	70,495	(5,748)	64,873	131,490	139,559	(8,069)	129,412
Guest Fees	5,045	8,000	(2,955)	5,611	8,610	16,000	(7,390)	9,258
Locker Rent	100	75	25	40	200	150	50	170
	69,892	78,570	(8,678)	70,524	140,301	155,709	(15,408)	138,839
<b>Fitness:</b>								
Enrollment Fees/Health Assessments	1,775	2,442	(667)	2,768	1,875	4,997	(3,122)	3,168
Special Programs	150	100	50	60	270	200	70	150
	1,925	2,542	(617)	2,828	2,145	5,197	(3,052)	3,318
<b>Ancillary:</b>								
Swim Programs	3,030	11,000	(7,970)	3,246	7,573	22,000	(14,427)	7,924
General Medical Integration	892	990	(98)	545	1,587	1,980	(393)	1,536
Recreation	4,770	6,000	(1,230)	6,562	9,315	12,000	(2,685)	13,739
Café	841	1,250	(409)	1,106	1,804	2,500	(696)	2,111
Pro Shop	0	400	(400)	409	2	800	(798)	684
Personal Training	10,596	7,389	3,207	8,061	21,473	14,458	7,015	16,362
Children's Area	2,149	3,000	(851)	1,965	4,317	6,000	(1,683)	3,886
	22,278	30,029	(7,751)	21,893	46,071	59,738	(13,667)	46,241
<b>Total Revenue</b>	<b>94,724</b>	<b>111,641</b>	<b>(16,917)</b>	<b>95,145</b>	<b>189,537</b>	<b>221,644</b>	<b>(32,107)</b>	<b>189,198</b>
<b>Expenses</b>								
Salaries & Burden	95,374	104,812	9,438	91,248	199,086	209,432	10,347	193,734
Other Employee Expenses	574	700	126	1,585	992	1,400	408	2,510
General Supplies & Services	274	642	368	395	353	1,284	931	515
Environmental Supplies	1,244	1,500	256	1,858	5,146	3,000	(2,146)	1,858
Cost of Goods Sold	362	905	543	1,528	1,123	1,810	687	1,681
Minor Equipment	73	317	244	40	93	634	541	40
Repairs & Maintenance	3,178	3,100	(78)	15,408	4,985	6,200	1,215	22,373
Service Contracts & Licenses	8,999	10,759	1,760	8,822	19,001	21,518	2,517	17,641
Marketing & Collateral	8,620	7,100	(1,520)	9,403	12,245	14,200	1,955	16,481
Utilities	15,467	16,539	1,072	16,218	31,440	33,078	1,638	42,045
Bank Fees & Miscellaneous	4,387	4,778	391	4,336	8,578	9,556	978	8,535
Other Taxes & Fees	0	450	450	250	0	900	900	500
<b>Total Expenses</b>	<b>138,552</b>	<b>151,602</b>	<b>13,050</b>	<b>151,092</b>	<b>283,041</b>	<b>303,012</b>	<b>19,971</b>	<b>307,913</b>
<b>Net Operating Income</b>	<b>(43,828)</b>	<b>(39,961)</b>	<b>(3,867)</b>	<b>(55,947)</b>	<b>(93,504)</b>	<b>(81,368)</b>	<b>(12,136)</b>	<b>(118,715)</b>
Management Fees	10,000	10,000	0	10,000	20,000	20,000	0	18,000
<b>Net Income (Loss)</b>	<b>(\$33,828)</b>	<b>(\$49,961)</b>	<b>(\$3,867)</b>	<b>(\$65,947)</b>	<b>(\$113,504)</b>	<b>(\$101,368)</b>	<b>(\$12,136)</b>	<b>(\$136,715)</b>
<b>Ancillary Services Net Income (Loss)</b>								
Swim Programs (Net)	(\$533)	\$5,170	(\$5,703)	(\$364)	\$77	\$10,340	(\$10,263)	\$178
Recreation (Net)	\$2,975	\$3,400	(\$425)	\$4,558	\$4,779	\$6,800	(\$2,021)	\$9,648
Café (Net)	\$471	\$625	(\$154)	(\$192)	\$672	\$1,250	(\$578)	\$813
Pro Shop (Net)	\$8	\$120	(\$112)	\$178	\$12	\$240	(\$228)	\$301
Personal Training (Net)	\$3,405	\$2,956	\$449	\$1,488	\$8,011	\$5,784	\$2,227	\$4,611
Children's Area (Net)	(\$664)	(\$202)	(\$462)	(\$1,715)	(\$1,373)	(\$404)	(\$969)	(\$4,206)
<b>Total Ancillary Services Net Income (Loss)</b>	<b>\$5,662</b>	<b>\$12,069</b>	<b>(\$6,407)</b>	<b>\$3,954</b>	<b>\$12,177</b>	<b>\$24,010</b>	<b>(\$11,833)</b>	<b>\$11,343</b>

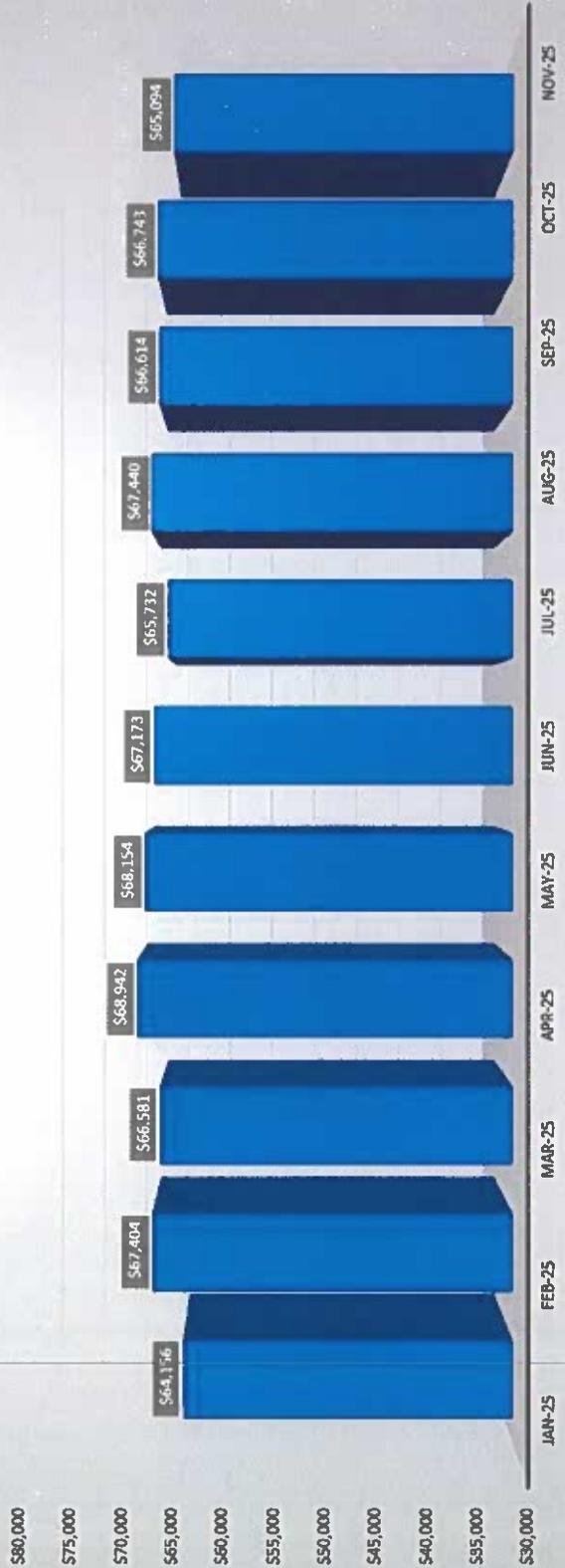




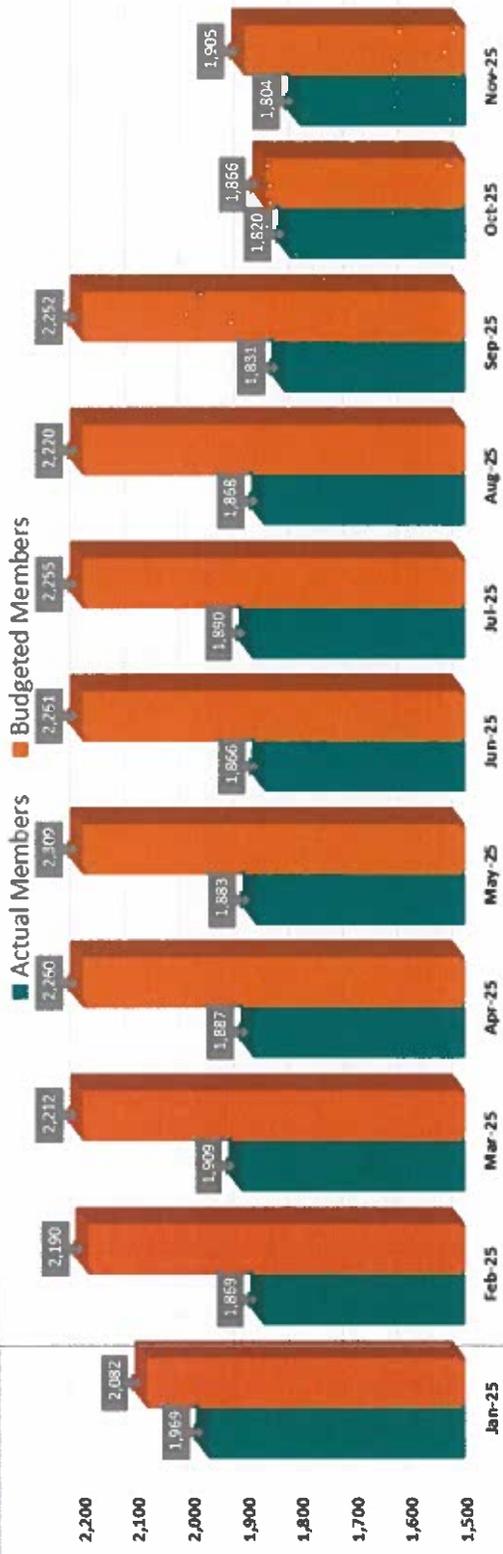
### Average Dues per Billable Member



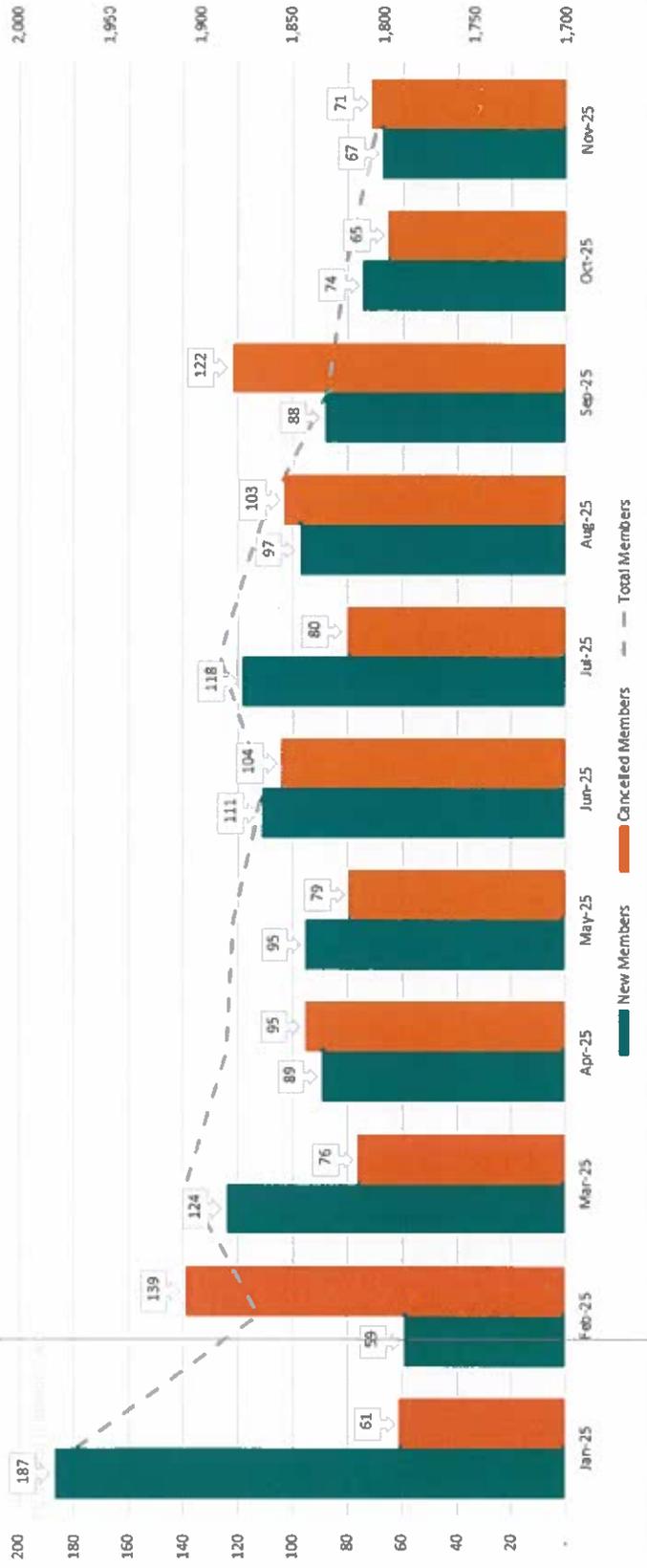
# Membership Dues Revenue



Vertical (Actual)/Against Major Gridlines



### Member Performance





**CITY OF ROLLA  
CASH ANALYSIS REPORT  
November 30, 2025**

**GENERAL FUND**

CASH IN BANK	\$	88,850.88
NIB GENERAL FUND	\$	12,355.39
ROLLA MUNICIPAL COURT	\$	(6,792.10)
ASI FLEX 125	\$	23,227.59
TIF ACCOUNT - EATS	\$	79,089.48
TIF ACCOUNT - PILOT	\$	15.50
INVESTMENT - GOLDMAN	\$	-
INVESTMENTS - GENERAL FUND	\$	13,694.62
USE TAX MMA	\$	888,830.07
MMA - GENERAL FUND RESERVE REBUILD	\$	3,097,441.09
POLICE EVIDENCE FUNDS	\$	22,636.79
CITY SEIZURES & FORFEITURES	\$	7,575.67
TASKFORCE SEIZURES & FORFEITURES	\$	18.07
ANIMAL CONTROL SHELTER COMM PARTNER	\$	186,384.38
ANIMAL CONTROL SHELTER RESERVE	\$	33,515.47
ANIMAL CONTROL SHELTER COMM ENDOW	\$	390.52
ANIMAL CONTROL SHELTER DONATIONS - PAYPAL	\$	-
PROPERTY FIRE DAMAGE ACCOUNT	\$	15.48
GENERAL FUND CREDIT CARD ACCOUNT	\$	26,460.65
INVESTMENT CLEARING ACCOUNT	\$	57.25
INVESTMENTS - CDS	\$	-
<b>GENERAL FUND TOTALS</b>	<b>\$</b>	<b>4,473,766.80</b>

**SEWER FUND**

CASH IN BANK	\$	1,803,266.69
NIB GENERAL FUND	\$	80.00
SEWER FUND MMA	\$	303,843.41
SEWER FUND DEPREC & RESERVE	\$	423,391.66
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	14,422.00
INVESTMENT - CDS	\$	-
<b>SEWER FUND TOTALS</b>	<b>\$</b>	<b>2,545,003.76</b>

**ENVIRONMENTAL SERVICES FUND**

CASH IN BANK	\$	491,091.03
NIB ENV SVS FUND	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	27,286.65
MMA PCB	\$	1,151,094.64
ENV SVS CC	\$	284,592.90
INVESTMENT - CDS	\$	-
<b>ENV SVS FUND TOTALS</b>	<b>\$</b>	<b>1,954,065.22</b>

**ARPA FUNDING**

CASH IN BANK	\$	-
ARPA FUNDING MMA	\$	-
<b>ARPA FUND TOTALS</b>	<b>\$</b>	<b>-</b>

**CITY OF ROLLA**  
**CASH ANALYSIS REPORT**  
**November 30, 2025**

**AIRPORT FUND**

CASH IN BANK	\$ (75,470.66)
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 113.71
INVESTMENTS - MMA	\$ 922.25
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 36,738.00
<b>AIRPORT FUND TOTALS</b>	<b>\$ (37,696.70)</b>

**CEMETERY FUND**

CASH IN BANK	\$ 4,200.00
CASH - MMA	\$ 40,574.75
INVESTMENTS - RESTRICTED	\$ 360,362.83
<b>CEMETERY FUND TOTALS</b>	<b>\$ 405,137.58</b>

**STREET FUND**

CASH IN BANK	\$ 990,086.77
NIB GENERAL FUND	\$ 163,195.85
TDD PROPERTY RENTAL	\$ 11,745.13
GENERAL FUND MMA	\$ 50,000.00
GENERAL FUND CREDIT CARD ACCOUNT	\$ 29,250.00
CASH - MMA	\$ 5,192,135.58
MODOT RESERVE	\$ 1,594,791.49
INVESTMENT - CDS	\$ 545,219.60
<b>STREET FUND TOTALS</b>	<b>\$ 8,576,424.42</b>

**RECREATION FUND**

CASH IN BANK	\$ (141,455.31)
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
<b>RECREATION FUND TOTALS</b>	<b>\$ (141,455.31)</b>

**HEALTH INSURANCE FUND**

HEALTH INSURANCE RESERVE	\$ 524,321.76
CASH - HEALTH ACCOUNT	\$ 321,860.29
GENERAL FUND CREDIT CARD ACCOUNT	\$ 2,700.00
<b>HEALTH FUND TOTALS</b>	<b>\$ 848,882.05</b>

**PARK FUND**

CASH IN BANK	\$ (218,804.24)
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
INVESTMENTS - GOLDMAN	\$ -
INVESTMENTS - PARK SALES TAX	\$ 7,721.00
PARKS CC	\$ 208.39
<b>PARK FUND TOTALS</b>	<b>\$ (210,874.85)</b>

**PARK LAND RESERVE FUND**

CASH IN BANK	\$ -
PARK LAND RESERVE ACCOUNT	\$ -
<b>PARK LAND RESERVE FUND TOTALS</b>	<b>\$ -</b>

**GRAND TOTAL ALL FUNDS** **\$ 18,413,252.97**

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	11,815,500.00	706,969.72	0.00	1,477,499.92	0.00	10,338,000.08	12.50
LICENSES & PERMITS	223,800.00	11,924.64	0.00	67,310.39	0.00	156,489.61	30.08
INTERGOVERNMENTAL	316,000.00	37,674.52	0.00	54,447.22	0.00	261,552.78	17.23
CHARGES FOR SERVICE	2,869,115.00	129,862.03	0.00	126,165.92	0.00	2,742,949.08	4.40
FINES & FORFEITURES	128,000.00	8,386.41	0.00	8,386.41	0.00	119,613.59	6.55
MISCELLANEOUS	350,750.00	8,148.94	0.00	24,366.68	0.00	326,383.32	6.95
CONTRIBUTIONS TO/FROM	402,800.00	0.00	0.00	7,574.37	0.00	395,225.63	1.88
<b>TOTAL REVENUES **</b>	<b>16,105,965.00</b>	<b>902,966.26</b>	<b>0.00</b>	<b>1,765,750.91</b>	<b>0.00</b>	<b>14,340,214.09</b>	<b>10.96</b>

<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL ADMINISTRATIVE</u>							
PERSONNEL	40,160.00	2,877.62	0.00	5,453.09	0.00	34,706.91	13.58
SUPPLIES & BUILDING MAIN	4,900.00	142.32	0.00	4,499.57	0.00	400.43	91.83
SERVICES	794,490.00	73,299.78	0.00	83,104.17	0.00	711,385.83	10.46
MAINTENANCE & IMPROVEMNT	600.00	0.00	0.00	0.00	0.00	600.00	0.00
CAPITAL EXPENDITURES	210,350.00	25,550.00	0.00	25,550.00	0.00	184,800.00	12.15
CATEGORY 6	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>1,050,500.00</b>	<b>101,585.08</b>	<b>0.00</b>	<b>118,606.83</b>	<b>0.00</b>	<b>931,893.17</b>	<b>11.29</b>

<u>INSTRATION</u>							
PERSONNEL	341,400.00	35,135.96	0.00	69,147.00	0.00	272,253.00	20.25
SUPPLIES & BUILDING MAIN	2,000.00	150.61	0.00	156.08	0.00	1,843.92	7.80
SERVICES	29,350.00	1,953.66	0.00	10,530.89	0.00	18,819.11	35.88
MAINTENANCE & IMPROVEMNT	300.00	0.00	0.00	0.00	0.00	300.00	0.00
CAPITAL EXPENDITURES	5,000.00	32.29	0.00	297.46	0.00	4,702.54	5.95
<b>TOTAL ADMINISTRATION</b>	<b>378,050.00</b>	<b>37,272.52</b>	<b>0.00</b>	<b>80,131.43</b>	<b>0.00</b>	<b>297,918.57</b>	<b>21.20</b>

<u>LIBRARY</u>							
PERSONNEL	479,850.00	31,452.24	0.00	60,961.70	0.00	418,888.30	12.70
SUPPLIES & BUILDING MAIN	200.00	0.00	0.00	0.00	0.00	200.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LIBRARY</b>	<b>480,050.00</b>	<b>31,452.24</b>	<b>0.00</b>	<b>60,961.70</b>	<b>0.00</b>	<b>419,088.30</b>	<b>12.70</b>

<u>FINANCE</u>							
PERSONNEL	451,900.00	21,075.85	0.00	39,422.81	0.00	412,477.19	8.72
SUPPLIES & BUILDING MAIN	18,800.00	219.37	0.00	955.34	0.00	17,844.66	5.08
SERVICES	299,260.00	36,720.79	0.00	49,268.82	0.00	249,991.18	16.46
MAINTENANCE & IMPROVEMNT	400.00	0.00	0.00	0.00	0.00	400.00	0.00
CAPITAL EXPENDITURES	22,125.00	184.11	0.00	463.35	0.00	21,661.65	2.09
<b>TOTAL FINANCE</b>	<b>792,485.00</b>	<b>58,200.12</b>	<b>0.00</b>	<b>90,110.32</b>	<b>0.00</b>	<b>702,374.68</b>	<b>11.37</b>

<u>OTHER</u>							
PERSONNEL	30,225.00	2,318.62	0.00	4,393.79	0.00	25,831.21	14.54
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-GENERAL FUND  
ANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>LEGAL</b>							
SERVICES	68,580.00	5,048.21	0.00	10,498.73	0.00	58,081.27	15.31
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LEGAL	98,805.00	7,366.83	0.00	14,892.52	0.00	83,912.48	15.07
<b>COURT</b>							
PERSONNEL	132,775.00	10,134.01	0.00	18,877.29	0.00	113,897.71	14.22
SUPPLIES & BUILDING MAIN	4,000.00	0.00	0.00	170.46	0.00	3,829.54	4.26
SERVICES	11,855.00	999.73	0.00	4,694.64	0.00	7,160.36	39.60
MAINTENANCE & IMPROVEMNT	100.00	0.00	0.00	0.00	0.00	100.00	0.00
CAPITAL EXPENDITURES	2,700.00	0.00	0.00	410.93	0.00	2,289.07	15.22
TOTAL COURT	151,430.00	11,133.74	0.00	24,153.32	0.00	127,276.68	15.95
<b>TELECOMMUNICATIONS</b>							
PERSONNEL	1,318,700.00	126,808.20	0.00	205,069.18	0.00	1,113,630.82	15.55
SUPPLIES & BUILDING MAIN	79,700.00	5,520.83	0.00	11,865.06	0.00	67,834.94	14.89
SERVICES	224,500.00	6,562.38	0.00	70,655.58	0.00	153,844.42	31.47
MAINTENANCE & IMPROVEMNT	9,625.00	75.67	0.00	301.36	0.00	9,323.64	3.13
CAPITAL EXPENDITURES	1,150.00	0.00	0.00	54.26	0.00	1,095.74	4.72
TOTAL TELECOMMUNICATIONS	1,633,675.00	138,967.08	0.00	287,945.44	0.00	1,345,729.56	17.63
<b>ANIMAL CONTROL</b>							
PERSONNEL	133,600.00	9,884.95	0.00	18,704.22	0.00	114,895.78	14.00
SUPPLIES & BUILDING MAIN	8,300.00	372.69	0.00	491.19	0.00	7,808.81	5.92
SERVICES	27,600.00	1,738.24	0.00	11,868.26	0.00	15,731.74	43.00
MAINTENANCE & IMPROVEMNT	9,400.00	342.81	0.00	411.48	0.00	8,988.52	4.38
CAPITAL EXPENDITURES	252,860.00	80.03	0.00	8,009.58	50,975.12	209,894.46	16.99
SE TAX EXPENDITURES	24,175.00	2,054.33	0.00	4,270.77	0.00	19,904.23	17.67
TOTAL ANIMAL CONTROL	455,935.00	14,473.05	0.00	27,736.34	50,975.12	377,223.54	17.26
<b>POLICE</b>							
PERSONNEL	3,426,300.00	306,174.71	0.00	499,813.36	0.00	2,926,486.64	14.59
SUPPLIES & BUILDING MAIN	63,175.00	2,848.29	0.00	6,985.36	0.00	56,189.64	11.06
SERVICES	552,980.00	32,064.69	0.00	262,551.68	0.00	290,428.32	47.48
MAINTENANCE & IMPROVEMNT	285,100.00	14,843.91	0.00	16,833.86	19,575.00	248,691.14	12.77
CAPITAL EXPENDITURES	530,900.00	289,088.50	0.00	289,509.20	30,774.50	210,616.30	60.33
SE TAX EXPENDITURES	590,500.00	60,284.52	0.00	97,030.52	0.00	493,469.48	16.43
TOTAL POLICE	5,448,955.00	705,304.62	0.00	1,172,723.98	50,349.50	4,225,881.52	22.45
<b>FIRE</b>							
PERSONNEL	2,590,075.00	213,103.94	0.00	352,131.82	0.00	2,237,943.18	13.60
SUPPLIES & BUILDING MAIN	59,000.00	3,590.26	0.00	5,506.99	0.00	53,493.01	9.33
SERVICES	358,980.00	20,613.81	0.00	133,936.14	0.00	225,043.86	37.31
MAINTENANCE & IMPROVEMNT	216,700.00	15,131.31	0.00	41,130.25	0.00	175,569.75	18.98
CAPITAL EXPENDITURES	424,000.00	2,871.06	0.00	5,023.59	0.00	429,023.59	1.18
SE TAX EXPENDITURES	568,250.00	102,428.99	0.00	134,223.17	0.00	434,026.83	23.62
TOTAL FIRE	4,217,005.00	351,997.25	0.00	661,904.78	0.00	3,555,100.22	15.70
<b>RURAL FIRE</b>							
PERSONNEL	647,000.00	68,872.32	0.00	110,682.10	0.00	536,317.90	17.11

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
APPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ROLLA RURAL FIRE	647,000.00	68,872.32	0.00	110,682.10	0.00	536,317.90	17.11
<b>BUILDING MAINT</b>							
PERSONNEL	22,775.00	1,608.71	0.00	2,951.52	0.00	19,823.48	12.96
APPLIES & BUILDING MAIN	39,200.00	3,537.23	0.00	4,733.84	0.00	34,466.16	12.08
SERVICES	36,055.00	6,006.96	0.00	22,658.53	0.00	13,396.47	62.84
MAINTENANCE & IMPROVEMNT	15,100.00	3.49	0.00	3,337.35	2,242.00	9,520.65	36.95
CAPITAL EXPENDITURES	13,500.00	724.85	0.00	724.85	0.00	12,775.15	5.37
TOTAL BUILDING MAINT	126,630.00	11,881.24	0.00	34,406.09	2,242.00	89,981.91	28.94
<b>COMMUNITY DEVELOP</b>							
PERSONNEL	510,600.00	36,117.25	0.00	69,040.43	0.00	441,559.57	13.52
APPLIES & BUILDING MAIN	8,300.00	186.62	0.00	393.46	0.00	7,906.54	4.74
SERVICES	101,395.00	2,039.19	0.00	27,234.92	11,488.50	62,671.58	38.19
MAINTENANCE & IMPROVEMNT	4,300.00	208.36	0.00	270.48	0.00	4,029.52	6.29
CAPITAL EXPENDITURES	2,400.00	188.01	0.00	384.33	0.00	2,015.67	16.01
TOTAL COMMUNITY DEVELOP	626,995.00	38,739.43	0.00	97,323.62	11,488.50	518,182.88	17.35
<b>ECONOMIC DEVELOP</b>							
APPLIES & BUILDING MAIN	25.00	0.00	0.00	0.00	0.00	25.00	0.00
SERVICES	60,335.00	0.00	0.00	0.00	0.00	60,335.00	0.00
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ECONOMIC DEVELOP	60,360.00	0.00	0.00	0.00	0.00	60,360.00	0.00
TOTAL EXPENDITURES	16,167,875.00	1,577,245.52	0.00	2,781,578.47	115,055.12	13,271,241.41	17.92
AMOUNT OVER/(UNDER) EXPENDITURES	( 61,910.00)	( 674,279.26)	0.00	( 1,015,827.56)	( 115,055.12)	1,068,972.68	0.00

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-SEWER  
ANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	835,000.00	16,766.03	0.00	19,688.78	0.00	815,311.22	2.36
CHARGES FOR SERVICE	5,750,000.00	581,993.46	0.00	592,945.00	0.00	5,157,055.00	10.31
ISCELLANEOUS	329,125.00	413.43	0.00	830.29	0.00	328,294.71	0.25
CONTRIBUTIONS TO/FROM CATEGORY 9	( 185,975.00)	0.00	0.00	0.00	0.00	( 185,975.00)	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES **</b>	<b>6,728,150.00</b>	<b>599,172.92</b>	<b>0.00</b>	<b>613,464.07</b>	<b>0.00</b>	<b>6,114,685.93</b>	<b>9.12</b>
<u>EXPENDITURE SUMMARY</u>							
PERSONNEL	1,309,300.00	79,254.48	0.00	151,467.32	0.00	1,157,832.68	11.57
SUPPLIES & BUILDING MAIN	388,000.00	31,833.68	0.00	47,936.38	0.00	340,063.62	12.35
SERVICES	819,481.00	13,941.52	0.00	148,541.52	0.00	670,939.48	18.13
MAINTENANCE & IMPROVEMNT	708,000.00	77,540.76	0.00	116,466.30	9,368.00	582,165.70	17.77
CAPITAL EXPENDITURES	<u>4,890,000.00</u>	<u>339,188.02</u>	<u>0.00</u>	<u>773,548.88</u>	<u>0.00</u>	<u>4,116,451.12</u>	<u>15.82</u>
TOTAL SEWER	8,114,781.00	541,758.46	0.00	1,237,960.40	9,368.00	6,867,452.60	15.37
<b>AL EXPENDITURES</b>	<b>8,114,781.00</b>	<b>541,758.46</b>	<b>0.00</b>	<b>1,237,960.40</b>	<b>9,368.00</b>	<b>6,867,452.60</b>	<b>15.37</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>( 1,386,631.00)</b>	<b>57,414.46</b>	<b>0.00</b>	<b>( 624,496.33)</b>	<b>( 9,368.00)</b>	<b>( 752,766.67)</b>	<b>0.00</b>

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-ENVIRONMENTAL SERVICES  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
INTERGOVERNMENTAL	39,000.00	840.00	0.00	995.42	0.00	38,004.58	2.55
CHARGES FOR SERVICE	4,507,500.00	346,290.92	0.00	452,329.84	0.00	4,055,170.16	10.04
ISCELLANEOUS	525,000.00	(240.00)	0.00	1,562.84	0.00	523,437.16	0.30
CONTRIBUTIONS TO/FROM	(236,975.00)	0.00	0.00	0.00	0.00	(236,975.00)	0.00
CATEGORY 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES **</b>	<b>4,834,525.00</b>	<b>346,890.92</b>	<b>0.00</b>	<b>454,888.10</b>	<b>0.00</b>	<b>4,379,636.90</b>	<b>9.41</b>
<b>EXPENDITURE SUMMARY</b>							
<b>RECYCLING</b>							
PERSONNEL	353,250.00	21,827.42	0.00	41,545.06	0.00	311,704.94	11.76
SUPPLIES & BUILDING MAIN	11,530.00	646.35	0.00	1,043.76	0.00	10,486.24	9.05
SERVICES	62,585.00	3,722.72	0.00	28,474.45	0.00	34,110.55	45.50
MAINTENANCE & IMPROVEMNT	99,400.00	2,632.17	0.00	7,438.59	0.00	91,961.41	7.48
CAPITAL EXPENDITURES	<u>76,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>76,000.00</u>	<u>0.00</u>
TOTAL RECYCLING	602,765.00	28,828.66	0.00	78,501.86	0.00	524,263.14	13.02
<b>SANITATION</b>							
PERSONNEL	1,383,075.00	76,776.63	0.00	145,642.07	0.00	1,237,432.93	10.53
SUPPLIES & BUILDING MAIN	14,000.00	1,062.93	0.00	1,294.85	0.00	12,705.15	9.25
SERVICES	250,928.00	8,861.41	0.00	94,510.30	0.00	156,417.70	37.66
MAINTENANCE & IMPROVEMNT	1,707,300.00	93,420.77	0.00	200,557.88	0.00	1,506,742.12	11.75
CAPITAL EXPENDITURES	<u>830,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>146.50</u>	<u>453,345.68</u>	<u>377,007.82</u>	<u>54.60</u>
TOTAL SANITATION	4,185,803.00	180,121.74	0.00	442,151.60	453,345.68	3,290,305.72	21.39
<b>VEHICLE MAINT</b>							
PERSONNEL	288,800.00	15,673.77	0.00	28,891.68	0.00	259,908.32	10.00
SUPPLIES & BUILDING MAIN	356,210.00	22,632.94	0.00	52,261.85	0.00	303,948.15	14.67
SERVICES	34,285.00	1,652.22	0.00	11,793.85	0.00	22,491.15	34.40
MAINTENANCE & IMPROVEMNT	3,100.00	224.91	0.00	224.91	15,061.54	(12,186.45)	493.11
CAPITAL EXPENDITURES	<u>32,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>458.09</u>	<u>0.00</u>	<u>31,541.91</u>	<u>1.43</u>
TOTAL VEHICLE MAINT	714,395.00	40,183.84	0.00	93,630.38	15,061.54	605,703.08	15.21
<b>TOTAL EXPENDITURES</b>	<b>5,502,963.00</b>	<b>249,134.24</b>	<b>0.00</b>	<b>614,283.84</b>	<b>468,407.22</b>	<b>4,420,271.94</b>	<b>19.67</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>(668,438.00)</b>	<b>97,756.68</b>	<b>0.00</b>	<b>(159,395.74)</b>	<b>(468,407.22)</b>	<b>(40,635.04)</b>	<b>0.00</b>

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-ARPA FUNDS  
ANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	743,000.00	0.00	0.00	0.00	0.00	743,000.00	0.00
ISCELLANEOUS	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
TOTAL REVENUES **	751,000.00	0.00	0.00	0.00	0.00	751,000.00	0.00
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
SERVICES	90,000.00	0.00	0.00	0.00	0.00	90,000.00	0.00
CAPITAL EXPENDITURES	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0.00
TOTAL ADMINISTRATION	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
<u>COURT</u>							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>FINANCE</u>							
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>TELECOMMUNICATIONS</u>							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>POLICE</u>							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>FIRE</u>							
CAPITAL EXPENDITURES	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
TOTAL FIRE	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
<u>SEWER</u>							
CAPITAL EXPENDITURES	587,361.00	0.00	0.00	0.00	0.00	587,361.00	0.00
TOTAL SEWER	587,361.00	0.00	0.00	0.00	0.00	587,361.00	0.00
<u>PARKS</u>							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>CENTRE</u>							
CAPITAL EXPENDITURES	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
TOTAL CENTRE	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
<u>COMMUNITY DEVELOPMENT</u>							

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-ARPA FUNDS  
ANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
APITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>ANIMAL CONTROL</u>							
APITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL CONTROL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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ANIMAL EXPENDITURES	892,361.00	0.00	0.00	0.00	0.00	892,361.00	0.00
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ANNUAL OVER/(UNDER) EXPENDITURES	( 141,361.00)	0.00	0.00	0.00	0.00	( 141,361.00)	0.00
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END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

AIRPORT  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
INTERGOVERNMENTAL	256,750.00	0.00	0.00	0.00	0.00	256,750.00	0.00
CHARGES FOR SERVICE	400,000.00	8,017.18	0.00	41,242.29	0.00	358,757.71	10.31
ISCELLANEOUS	343,100.00	4,740.36	0.00	9,545.70	0.00	333,554.30	2.78
CONTRIBUTIONS TO/FROM	( 48,800.00)	0.00	0.00	0.00	0.00	( 48,800.00)	0.00
<b>TOTAL REVENUES **</b>	<b>951,050.00</b>	<b>12,757.54</b>	<b>0.00</b>	<b>50,787.99</b>	<b>0.00</b>	<b>900,262.01</b>	<b>5.34</b>
<b>EXPENDITURE SUMMARY</b>							
<b>AIRPORT</b>							
PERSONNEL	215,950.00	17,805.33	0.00	31,929.08	0.00	184,020.92	14.79
SUPPLIES & BUILDING MAIN	13,500.00	370.09	0.00	1,312.49	0.00	12,187.51	9.72
SERVICES	654,010.00	3,221.25	0.00	47,369.10	0.00	606,640.90	7.24
MAINTENANCE & IMPROVEMNT	42,500.00	1,824.42	0.00	2,328.51	0.00	40,171.49	5.48
CAPITAL EXPENDITURES	<u>133,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>133,000.00</u>	<u>0.00</u>
<b>TOTAL AIRPORT</b>	<b>1,058,960.00</b>	<b>23,221.09</b>	<b>0.00</b>	<b>82,939.18</b>	<b>0.00</b>	<b>976,020.82</b>	<b>7.83</b>
<b>AL EXPENDITURES</b>	<b>1,058,960.00</b>	<b>23,221.09</b>	<b>0.00</b>	<b>82,939.18</b>	<b>0.00</b>	<b>976,020.82</b>	<b>7.83</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>( 107,910.00)</b>	<b>( 10,463.55)</b>	<b>0.00</b>	<b>( 32,151.19)</b>	<b>0.00</b>	<b>( 75,758.81)</b>	<b>0.00</b>

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-CEMETERY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	19,400.00	2,000.00	0.00	2,242.42	0.00	17,157.58	11.56
TOTAL REVENUES **	19,400.00	2,000.00	0.00	2,242.42	0.00	17,157.58	11.56
<u>EXPENDITURE SUMMARY</u>							
<u>CEMETERY</u>							
CAPITAL EXPENDITURES	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CEMETERY	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	16,400.00	2,000.00	0.00	2,242.42	0.00	14,157.58	0.00

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-STREET  
ANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
AXES	6,692,500.00	537,498.11	0.00	1,248,396.08	0.00	5,444,103.92	18.65
LICENSES & PERMITS	36,000.00	425.00	0.00	575.00	0.00	35,425.00	1.60
INTERGOVERNMENTAL	1,116,000.00	0.00	0.00	0.00	0.00	1,116,000.00	0.00
CHARGES FOR SERVICE	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
MISCELLANEOUS	410,275.00	0.00	0.00	7,927.79	0.00	402,347.21	1.93
CONTRIBUTIONS TO/FROM	( 249,875.00)	0.00	0.00	0.00	0.00	( 249,875.00)	0.00
CATEGORY 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES **</b>	<b>8,154,900.00</b>	<b>537,923.11</b>	<b>0.00</b>	<b>1,256,898.87</b>	<b>0.00</b>	<b>6,898,001.13</b>	<b>15.41</b>

**EXPENDITURE SUMMARY**

<b>STREET</b>							
PERSONNEL	1,430,000.00	99,140.37	0.00	183,444.95	0.00	1,246,555.05	12.83
SUPPLIES & BUILDING MAIN	33,100.00	3,162.87	0.00	4,366.30	0.00	28,733.70	13.19
SERVICES	664,140.00	53,025.23	0.00	143,166.06	0.00	520,973.94	21.56
MAINTENANCE & IMPROVEMNT	1,498,000.00	22,665.44	0.00	113,229.76	4,371.39	1,380,398.85	7.85
CAPITAL EXPENDITURES	4,891,000.00	197,777.86	0.00	436,880.04	257,944.92	4,196,175.04	14.21
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL STREET</b>	<b>8,516,240.00</b>	<b>375,771.77</b>	<b>0.00</b>	<b>881,087.11</b>	<b>262,316.31</b>	<b>7,372,836.58</b>	<b>13.43</b>
<b>ROLLA TDD</b>							
PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & IMPROVEMNT	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY 6	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE TAX EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL MOVE ROLLA TDD</b>	<b>75,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>75,000.00</b>	<b>0.00</b>
<b>ENGINEERING</b>							
PERSONNEL	999,000.00	79,408.02	0.00	138,428.90	0.00	860,571.10	13.86
SUPPLIES & BUILDING MAIN	7,200.00	186.20	0.00	570.66	0.00	6,629.34	7.93
SERVICES	142,555.00	7,861.75	0.00	49,031.19	11,488.50	82,035.31	42.45
MAINTENANCE & IMPROVEMNT	7,500.00	198.90	0.00	672.90	0.00	6,827.10	8.97
CAPITAL EXPENDITURES	47,200.00	290.40	0.00	580.80	0.00	46,619.20	1.23
<b>TOTAL ENGINEERING</b>	<b>1,203,455.00</b>	<b>87,945.27</b>	<b>0.00</b>	<b>189,284.45</b>	<b>11,488.50</b>	<b>1,002,682.05</b>	<b>16.68</b>
<b>TOTAL EXPENDITURES</b>	<b>9,794,695.00</b>	<b>463,717.04</b>	<b>0.00</b>	<b>1,070,371.56</b>	<b>273,804.81</b>	<b>8,450,518.63</b>	<b>13.72</b>
<b>REVENUE OVER/ (UNDER) EXPENDITURES</b>	<b>( 1,639,795.00)</b>	<b>74,206.07</b>	<b>0.00</b>	<b>186,527.31</b>	<b>( 273,804.81)</b>	<b>( 1,552,517.50)</b>	<b>0.00</b>

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-RECREATION  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
AXES	150.00	0.00	0.00	0.00	0.00	150.00	0.00
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICE	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
ISCELLANEOUS	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
CONTRIBUTIONS TO/FROM	720,000.00	0.00	0.00	0.00	0.00	720,000.00	0.00
TOTAL REVENUES **	824,150.00	0.00	0.00	0.00	0.00	824,150.00	0.00
<u>EXPENDITURE SUMMARY</u>							
<u>AQUATIC</u>							
PERSONNEL	3,700.00	0.00	0.00	0.00	0.00	3,700.00	0.00
TOTAL AQUATIC	3,700.00	0.00	0.00	0.00	0.00	3,700.00	0.00
<u>ADMINISTRATION</u>							
SUPPLIES & BUILDING MAIN	150.00	0.00	0.00	0.00	0.00	150.00	0.00
SERVICES	650,235.00	59,232.88	0.00	151,667.77	0.00	498,567.23	23.33
MAINTENANCE & IMPROVEMNT	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
CAPITAL EXPENDITURES	84,200.00	0.00	0.00	0.00	0.00	84,200.00	0.00
TOTAL ADMINISTRATION	735,585.00	59,232.88	0.00	151,667.77	0.00	583,917.23	20.62
<u>MAINTENANCE</u>							
PERSONNEL	2,675.00	0.00	0.00	156.48	0.00	2,518.52	5.85
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	50,825.00	1,117.89	0.00	39,968.09	0.00	10,856.91	78.64
MAINTENANCE & IMPROVEMNT	11,500.00	0.00	0.00	0.00	0.00	11,500.00	0.00
TOTAL MAINTENANCE	65,000.00	1,117.89	0.00	40,124.57	0.00	24,875.43	61.73
TOTAL EXPENDITURES	804,285.00	60,350.77	0.00	191,792.34	0.00	612,492.66	23.85
REVENUE OVER/(UNDER) EXPENDITURES	19,865.00	( 60,350.77)	0.00	( 191,792.34)	0.00	211,657.34	0.00

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-PARK  
ANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
AXES	1,777,075.00	117,558.08	0.00	267,676.38	0.00	1,509,398.62	15.06
INTERGOVERNMENTAL	110,000.00	0.00	0.00	0.00	0.00	110,000.00	0.00
CHARGES FOR SERVICE	513,130.00	4,731.25	0.00	13,268.50	0.00	499,861.50	2.59
ISCELLANEOUS	12,500.00	0.00	0.00	249.99	0.00	12,250.01	2.00
CONTRIBUTIONS TO/FROM	( 98,675.00)	0.00	0.00	0.00	0.00	( 98,675.00)	0.00
<b>TOTAL REVENUES **</b>	<b>2,314,030.00</b>	<b>122,289.33</b>	<b>0.00</b>	<b>281,194.87</b>	<b>0.00</b>	<b>2,032,835.13</b>	<b>12.15</b>
<b>EXPENDITURE SUMMARY</b>							
<b>ADMINISTRATION</b>							
PERSONNEL	212,500.00	10,018.30	0.00	18,616.93	0.00	193,883.07	8.76
SUPPLIES & BUILDING MAIN	1,600.00	184.61	0.00	184.61	0.00	1,415.39	11.54
SERVICES	43,035.00	1,012.87	0.00	14,515.84	0.00	28,519.16	33.73
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	2,900.00	316.46	0.00	316.46	0.00	2,583.54	10.91
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>260,035.00</b>	<b>11,532.24</b>	<b>0.00</b>	<b>33,633.84</b>	<b>0.00</b>	<b>226,401.16</b>	<b>12.93</b>
<b>PARKS</b>							
PERSONNEL	626,300.00	52,626.03	0.00	100,330.87	0.00	525,969.13	16.02
SUPPLIES & BUILDING MAIN	29,600.00	851.19	0.00	2,816.50	0.00	26,783.50	9.52
SERVICES	120,460.00	5,129.36	0.00	53,443.64	0.00	67,016.36	44.37
MAINTENANCE & IMPROVEMNT	127,000.00	6,802.38	0.00	15,734.22	34,956.76	76,309.02	39.91
CAPITAL EXPENDITURES	284,495.00	170,011.35	0.00	170,165.35	204,646.74	( 90,317.09)	131.75
<b>TOTAL PARKS</b>	<b>1,187,855.00</b>	<b>235,420.31</b>	<b>0.00</b>	<b>342,490.58</b>	<b>239,603.50</b>	<b>605,760.92</b>	<b>49.00</b>
<b>SPLASHZONE</b>							
PERSONNEL	194,800.00	5,713.17	0.00	10,725.27	0.00	184,074.73	5.51
SUPPLIES & BUILDING MAIN	68,500.00	86.50	0.00	1,893.25	0.00	66,606.75	2.76
SERVICES	25,190.00	540.23	0.00	12,583.93	0.00	12,606.07	49.96
MAINTENANCE & IMPROVEMNT	36,800.00	67.41	0.00	1,407.88	0.00	35,392.12	3.83
CAPITAL EXPENDITURES	27,500.00	0.00	0.00	0.00	0.00	27,500.00	0.00
<b>TOTAL SPLASHZONE</b>	<b>352,790.00</b>	<b>6,407.31</b>	<b>0.00</b>	<b>26,610.33</b>	<b>0.00</b>	<b>326,179.67</b>	<b>7.54</b>
<b>OUTDOOR RECREATION</b>							
PERSONNEL	176,600.00	6,538.07	0.00	17,247.04	0.00	159,352.96	9.77
SUPPLIES & BUILDING MAIN	20,350.00	71.92	0.00	629.19	0.00	19,720.81	3.09
SERVICES	13,370.00	596.11	0.00	5,630.99	0.00	7,739.01	42.12
MAINTENANCE & IMPROVEMNT	300.00	0.00	0.00	0.00	0.00	300.00	0.00
CAPITAL EXPENDITURES	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
<b>TOTAL OUTDOOR RECREATION</b>	<b>211,620.00</b>	<b>7,206.10</b>	<b>0.00</b>	<b>23,507.22</b>	<b>0.00</b>	<b>188,112.78</b>	<b>11.11</b>
<b>ALL EXPENDITURES</b>	<b>2,012,300.00</b>	<b>260,565.96</b>	<b>0.00</b>	<b>426,241.97</b>	<b>239,603.50</b>	<b>1,346,454.53</b>	<b>33.09</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>301,730.00</b>	<b>( 138,276.63)</b>	<b>0.00</b>	<b>( 145,047.10)</b>	<b>( 239,603.50)</b>	<b>686,380.60</b>	<b>0.00</b>

END OF REPORT \*\*\*

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2025

-PARK LAND RESERVE  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	( 17,500.00)	0.00	0.00	0.00	0.00	( 17,500.00)	0.00
ISCELLANEOUS	30,150.00	0.00	0.00	2.13	0.00	30,147.87	0.01
CONTRIBUTIONS TO/FROM	0.00	0.00	0.00	( 7,574.37)	0.00	7,574.37	0.00
<b>TOTAL REVENUES **</b>	<b>12,650.00</b>	<b>0.00</b>	<b>0.00</b>	<b>( 7,572.24)</b>	<b>0.00</b>	<b>20,222.24</b>	<b>59.86-</b>
<u>EXPENDITURE SUMMARY</u>							
<u>PARK LAND RESERVE</u>							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PARK LAND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>ALL EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>12,650.00</b>	<b>0.00</b>	<b>0.00</b>	<b>( 7,572.24)</b>	<b>0.00</b>	<b>20,222.24</b>	<b>0.00</b>

END OF REPORT \*\*\*





Report to:  
**ROLLA CITY COUNCIL**

Case No.: ZON25-07

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**MEETING DATE:** January 20, 2026

**DEPARTMENT:** Community Development                      **ACTION REQUESTED:** Public Hearing/First Reading

**SUBJECT:** Map Amendment (rezoning): Property located on the 800 Block of Lanning Lane from the R-1, Suburban Residential district to the C-1, Neighborhood Commercial district

**PRESENTED BY:** Dawn Bell, Community Development Director

**ATTACHMENTS:** Public Notice Letter; Letter of Request; Ordinance

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**Application and Notice:**

Applicant - Brenda and Christopher Weiler c/o Kelsey Saviano  
Owner - Erik and Brian Siek  
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; [The City of Rolla](#)

**Background:** The applicant seeks to rezone the subject property to allow for development of the property for a dance studio.

**Property Details:**

Current zoning - R-1, Suburban Residential; to be rezoned to C-1, Neighborhood Commercial  
Current use - Vacant/undeveloped  
Proposed use - Commercial  
Land area - 6.98 acres

**Public Facilities/Improvements:**

Streets - The subject property has access to Lanning Lane, a Collector Street.  
Sidewalks - A sidewalk is located across the street on Lanning Lane. A sidewalk along the property frontage may be required with development, but could be waived.  
Utilities - The subject property should have access to all needed utilities, however, access to sewer will be via a private lateral pumped to the city sewer.

**Comprehensive Plan:** The Comprehensive Plan designates the east portion of the property as being appropriate for Medium Density Residential uses, and the west portion for Low Density Residential uses. The higher density residential is intended to act as a buffer to the commercial areas to the east.

**Discussion:** The subject property is located adjacent to commercial properties along Hwy 63. The proposed C-1, Neighborhood Commercial zoning is intended to serve as a buffer between higher intensity commercial uses and residential uses, similarly to the multi-family uses suggested by the Comprehensive Plan.

The applicant only intends to develop the portion of the property adjacent to Lanning Lane. The Planning and Zoning Commission recommended only rezoning the east portion of the property to match the division of the property shown on the Comprehensive Plan.

**Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on January 13, 2026 and voted 6-0 to recommend the City Council approve the request for a portion of the property.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY GENERALLY LOCATED AT THE 800 BLOCK OF LANNING LANE FROM THE R-1, SUBURBAN RESIDENTIAL DISTRICT TO THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT**

**( ZON25-07 )**

**WHEREAS**, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

**WHEREAS**, a public notice was duly published in the Phelps County Focus for this according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

**WHEREAS**, the City of Rolla Planning and Zoning Commission met on January 13, 2026 and recommended the City Council approve the rezoning of the subject property; and

**WHEREAS**, the Rolla City Council, during its January 20, 2026 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

**SECTION 1:** That the Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from R-1 (Suburban Residential) to C-1 (Neighborhood Commercial) Zoning described as follows:

A portion of Songbird Subdivision, Lot 3, City of Rolla, Phelps County, Missouri described as follows:

Beginning at the southeast corner of said Lot 3, thence west along the south boundary of said Lot 3 to a point being the southeast corner of Lot 2 of Songbird Subdivision, thence north along the boundary between said Lots 2 and 3 to the northeast corner of said Lot 2, thence continuing north along the same bearing to a point on the north boundary of said

Lot 3, thence east along the north boundary of said Lot 3 to the northeast corner of said Lot 3, thence south along the east boundary of said Lot 3 to the point of beginning.

The remainder of the property is intended to remain zoned R-1, Suburban Residential.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 2<sup>ND</sup> DAY OF FEBRUARY, 2026.**

APPROVED:

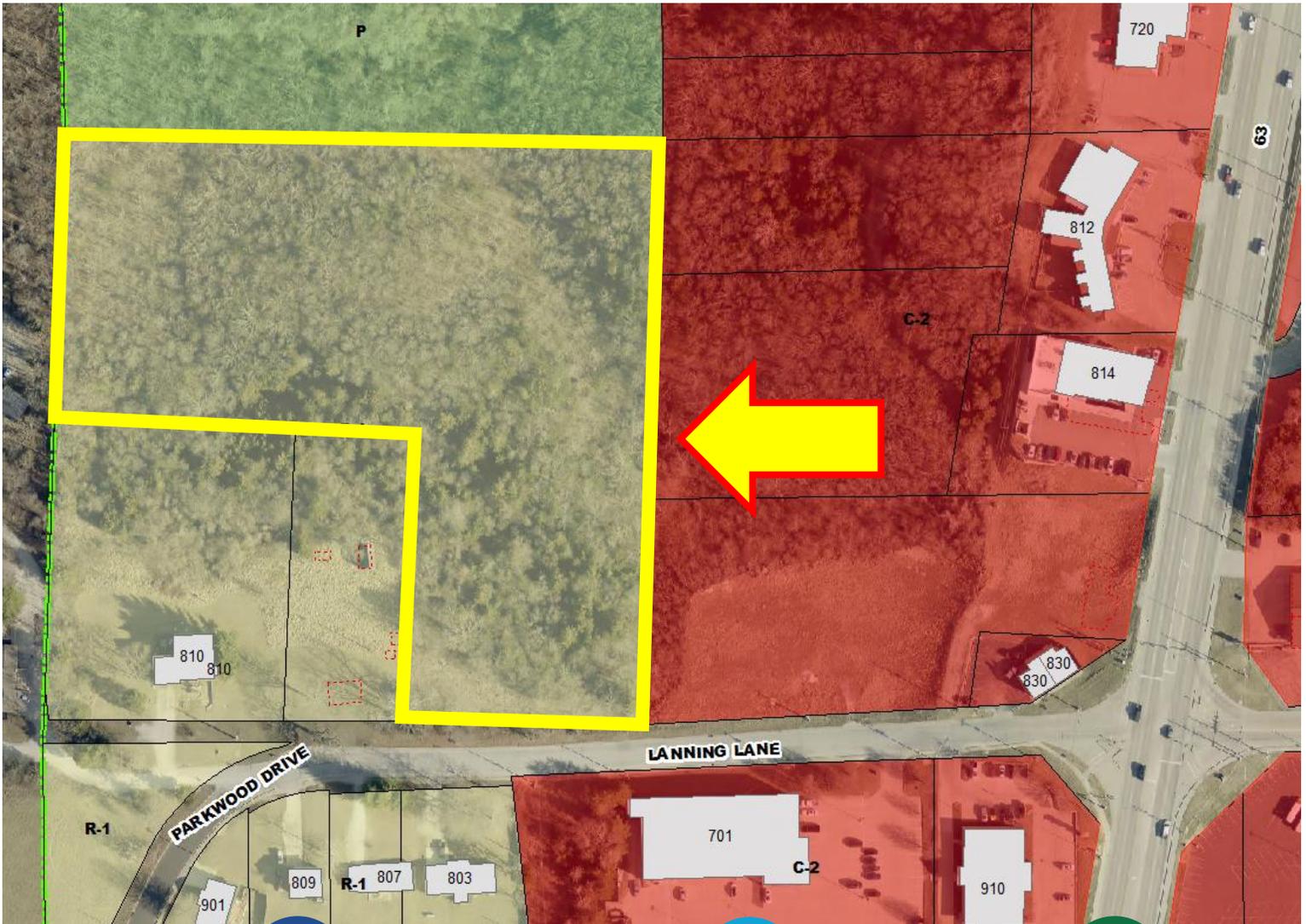
ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor



**Project Information:**

Case No: ZON25-07  
 Location: 800 Block of Lanning Lane  
 Applicant: Kelsey Saviano  
 Request:  
 Rezoning from R-1, Suburban Residential to  
 C-1, Neighborhood Commercial



**Public Hearings:**

Planning and Zoning  
 Commission  
**January 13, 2026**  
**5:30 PM**  
 City Hall: 1<sup>st</sup> Floor  
  
 City Council  
**January 20, 2026**  
**6:30 PM**  
 City Hall: 1<sup>st</sup> Floor



**For More Information Contact:**

Tom Coots, City Planner  
 tcoots@rollacity.org  
  
 (573) 426-6974  
 901 North Elm Street  
 City Hall: 2<sup>nd</sup> Floor  
 8:00 – 5:00 P.M.  
 Monday - Friday



**Who and What is the Planning and Zoning Commission?**

The Planning and Zoning Commission is an appointed group of citizens from Rolla who are charged with hearing and deciding land use applications, such as zoning and subdivisions. The Commission takes testimony and makes a recommendation to the City Council.

**What is a Rezoning (Map Amendment)?**

A Rezoning is a request to change the zoning of a property from one zoning district to another. Usually a rezoning would allow for a property to be used differently than in the past, or may allow for development or redevelopment.

**What is Zoning?**

The City of Rolla has adopted zoning regulations that divide the city into separate areas that allow for specified uses of property. For example, generally only residential uses are allowed in residential zones; commercial uses in commercial zones; etc..

**How Will This Impact My Property?**

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

**What If I Have Concerns About the Proposal?**

If you have any concerns or comments, please try to attend the meeting. You may learn details about the project at the meeting. You will be given an opportunity to ask questions or make comments.

You do have the right to gather signatures for a petition. If a petition is received by 30% of the land owners (by land area) within 185 feet of the subject property, such request would require approval of 2/3 of the City Councilors. Please contact the Community Development Office for a property owner list.

**What If I Cannot Attend the Meeting?**

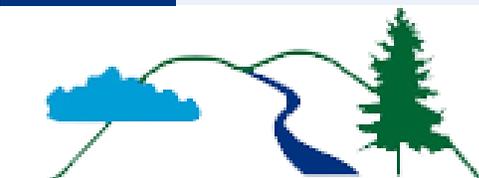
Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

**What If I Have More Questions?**

Please contact the Community Development Office if you have any additional questions.

**LEGAL DESCRIPTION**

Songbird Subdivision, Lot 3,  
City of Rolla, Phelps County,  
Missouri





573-326-4495 | [stonecrestdancecenter@yahoo.com](mailto:stonecrestdancecenter@yahoo.com)

**To the City of Rolla (Community Development):**

The request to rezone the Lanning Ln property from R-1 to C-1 would allow for a neighborhood friendly business to be built on the property in the near future. Given Rolla's recent continued growth, an additional commercial property would benefit the city for the long-term and keep locally owned business inside the city limits. The intent for this property is a new constructed building to provide for the anticipated growth and expansion of StoneCrest Dance Center, which has operated and provided service in our community for 12 years. StoneCrest offers dance classes for children and adults of all ages, all abilities, and has expanded their community outreach programs in recent years by donating performance time, goods and services. We are proud to serve our community and look forward to being a positive, healthy outlet for families for decades to come.

Sincerely,

**Kelsey Saviano**

**Owner**

**StoneCrest Dance**

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Report to:  
**ROLLA CITY COUNCIL**

Rolla 2050 Comprehensive Plan

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**MEETING DATE:** January 20, 2025

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Presentation Only

**SUBJECT:** Rolla 2050 Comprehensive Plan Draft Review

**PRESENTED BY:** Dawn Bell, Community Development Director  
Tim Breihan, H3 Studio

**ATTACHMENTS:** [DRAFT Rolla 2050 Comprehensive Plan](#)

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**Background:** The previous comprehensive plan was completed in 1996, with an update performed in 2005. A comprehensive plan should serve as a guiding vision for the city over the next ten to twenty years. The plan is intended to be a solid foundation for current planning and to serve as the primary policy guide for transportation, sustainability, community infrastructure, and zoning, subdivision and development decision-making within Rolla. The Comprehensive Plan will also serve as a necessary first step and guideline for land use planning and capital improvement planning.

H3 Studio was selected by the Rolla City Council to prepare an updated comprehensive plan in March 2024. H3 Studios began the planning process in 2024 and through 2025. At this time, a draft of the comprehensive plan is ready for review. The plan will be revised based on input received. The final draft of the plan will be presented to the Planning and Zoning Commission in February.

A public open house for public review and input is scheduled for January 21, 2026 at Eugene Northern Community Hall.





## CITY COUNCIL AGENDA

**DEPARTMENT:** Public Works

**ACTION REQUESTED:** Final Reading Ordinance

**SUBJECT:** McCutchen Acres Development Agreement

**PREPARED BY:** Darin Pryor

**ATTACHMENTS:** Development Agreement/Standard Plans

**(CASE/PROJECT #)**

**MEETING DATE:** January 20, 2026

---

**Overview:** Staff received a request from the property owner of McCutchen Acres for a cost share on the extension of 18<sup>th</sup> Street between Forum Drive and McCutchen Drive. The request was for the City to pay the difference between the cost of a minor residential street and a residential collector.

**Background information:** Council approved a CUP for the development of a church on Lot 1 of McCutchen Acres No. 2. An extension of 18<sup>th</sup> Street between Forum and McCutchen Drives is required prior to occupancy being issued for Lot 1. Section 42-156 of the Rolla City Code states the following: **It is the City's policy to participate in or contribute only to certain additional costs for the construction of collector or arterial streets over and above the normal construction costs for minor street standards, when such collector and arterial streets are identified on the Major Thoroughfare Plan, or when designated by the City Engineer. Such participation is not mandatory and is solely at the election of the City Council.** This extension is identified on the Major Thoroughfare Plan as a collector.

**Fiscal considerations:** The cost share included in the agreement was not in the budget. The estimated cost for the additional asphalt and base rock for the construction of a residential collector is \$50,000

**Recommendation:**

Staff is requesting the final reading of the ordinance authorizing the mayor to enter into the Development Agreement with RLD Properties LLC.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A VOLUNTARY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND RLD PROPERTIES LLC.

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, a voluntary Development Agreement between the City of Rolla, Missouri and RLD Properties LLC with regard to the development proposed to occur on the Property as shown on Exhibit "A" and fully described within the agreement, a copy of said agreement being attached hereto and marked Exhibit "B".

Section 2: The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this ordinance and to make ministerial alterations, change or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20TH DAY OF JANUARY 2026.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR



EXHIBIT B

**DEVELOPMENT AGREEMENT**

**Date of Document:** \_\_\_\_\_

**Grantor:** RLD Properties LLC.

**Grantee:** City of Rolla

**Mailing Address:** PO BOX 801 ROLLA, MO 65402

**Legal Description:** Page 2

**Reference Book and Page(s):** \_\_\_\_\_

## EXHIBIT B

### **DEVELOPMENT AGREEMENT For McCutchen Acres**

THIS DEVELOPMENT AGREEMENT is entered into this \_\_\_\_\_ of \_\_\_\_\_, 2026, by RLD Properties LLC with the City of Rolla, Missouri, a municipal corporation (hereinafter “City”).

WHEREAS, RLD Properties LLC has proposed a residential development on property owned by RLD Properties LLC located on Forum Drive inside the City of Rolla, Missouri (hereinafter the “Property”); and

WHEREAS, by voluntarily entering into this agreement, RLD Properties LLC and the City intend to further define their duties and responsibilities to ensure that their respective actions are coordinated in order to meet the shared objectives and minimize uncertainties and delays in the development process; and

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the following property and all portions thereof:  
  
Tracts A, C, D, and E of McCutchen Acres No. 1 and Lots 1 and 2 of McCutchen Acres No. 2.
2. The parties agree that the Developer will follow all City of Rolla rules and regulations unless explicitly provided for in this agreement.
3. Electrical Distribution. The City, through the Rolla Municipal Utilities, shall provide the development with electric distribution. The Developer shall be responsible for adequate site grading prior to installation of the underground electric distribution system improvements. The Developer shall provide adequate space for electric distribution system equipment including, but not limited to, padmounted switch(es), padmounted junction cabinet(s), padmounted transformers, and secondary pedestals.
4. Public Improvements.
  - A. The parties agree that the public improvements for the development shall be made in accordance with all applicable city ordinance requirements and subject to the City’s inspection and approval. The Developer shall be responsible for obtaining approval for any portion of the improvements that require approval from other state or applicable jurisdictions. The 18<sup>th</sup> Street connection from Forum Drive to McCutchen Drive (as depicted in Exhibit A) shall be

## EXHIBIT B

constructed to the Residential Collector standard 201. The City of Rolla will reimburse the Developer for the additional base rock and asphalt for the upgrade from a Minor Residential to a Residential Collector at the following percentages:

41% of the total cost of the installed base rock  
35% of the total cost of the installed asphalt

5. Recording of Agreement. City agrees to record this agreement with the Phelps County Recorder's Office and agrees to pay the costs of said recording. The Covenant herein shall run with the land as described above and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.
6. Water Service: Water service shall be provided by Rolla Municipal Utilities. The developer shall be responsible for the design and installation of water distribution system improvements and water service in accordance with City and RMU standards. There is an existing water frontage fee of \$3.18 per lineal foot along McCutchen Drive that must be paid before development of property adjacent to McCutchen Drive.
7. Development Improvement Guarantees – Prior to issuing any building permits the Developer shall provide for the improvements described to be extended to all lots or tracts. Improvements includes all streets, alleys, waterlines, sewer lines, storm sewers, stormwater detention basins, sidewalks, and any other infrastructure which the developer will construct to serve the development. In lieu of completion of the said improvements prior to issuing building permits, the Developer who agrees with the City to make public improvements may post surety bond with one (1) or more corporate sureties engaged in the business of signing surety bonds in Missouri, an escrow agreement, letter of credit or other appropriate security agreement, as approved by the City Engineer, that will insure that the improvements will be completed by the Developer. The amount of corporate surety bond, escrow agreement, or other appropriate security agreement shall not be less than the estimated cost of the public improvements as determined by the City Engineer. A bond for the sidewalk on Tract A will not be required until Tract A is developed or subdivided.
8. The Developer agrees that before issuance on any building permits the public improvements must be installed to comply with Appendix D of the current Fire Code.
9. Complete Agreement. This agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

EXHIBIT B

10. Severability. Any provision of this agreement which is not enforceable according to law will be served herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
11. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this agreement. This agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Rolla, Missouri,
12. Binding on Future Parties. The terms of this agreement shall be binding on the parties as well as their respective successors in interest
13. Termination. Either party at its option may terminate this agreement in writing, if the 18<sup>th</sup> Street connection has not been completed within two years from the date of execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

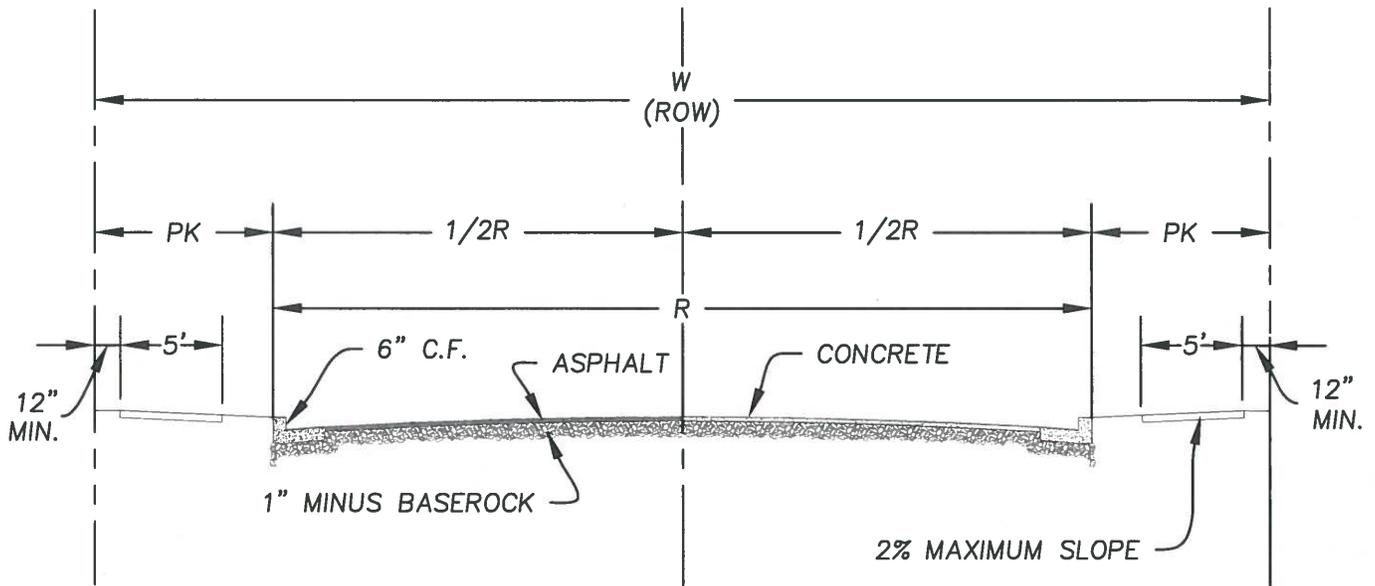
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

RLD Properties LLC

\_\_\_\_\_  
Managing Member



TYPE	W	R	PK	S	PARKING	GRASS STRIP	MINIMUM THICKNESS					
							FULL DEPTH ASPHALT		ASPHALT/BASE ROCK		CONCRETE	
							ASPHALT	BASE ROCK	ASPHALT	BASE ROCK	CONCRETE	BASE ROCK
CUL-DE-SAC (ADT <250)	50'	30'	10'	* ONE SIDE 5'	BOTH SIDES	NONE	3 1/2"	4"	3"	6"	6"	4"
ESTATE LANE (ADT <1000)	50'	30'	10'	** ONE SIDE 5'	BOTH SIDES	NONE	4"	4"	3"	8"	6"	4"
MINOR RESIDENTIAL (ADT <1000)	50'	30'	10'	ONE SIDE 5'	BOTH SIDES	3'	4"	4"	3"	8"	6"	4"
RESIDENTIAL COLLECTOR (ADT 1000-3000)	50'	34'	8'	BOTH SIDES 5'	ONE SIDE	3'	6 1/2"	4"	4"	12"	6"	4"
COLLECTOR/COMMERCIAL (ADT 2000-6000)	60'	34'	13'	BOTH SIDES 5'	NO PARKING	3'	10"	4"	5"	16"	7"	4"
INDUSTRIAL (ADT <6000)	60'	34'	13'	NONE	NO PARKING	NONE	10"	4"	5"	16"	7"	4"
ARTERIAL (ADT 3000-10000)	80'	34'	23'	BOTH SIDES 5'	NO PARKING	3'	12"	4"	6"	18"	8"	4"

W=WIDTH S=SIDEWALK R=WIDTH OF ROADWAY ADT=AVERAGE DAILY TRAFFIC

**NOTES:**

SUBGRADE AND AGGREGATE BASE SHALL BE COMPACTED TO NOT LESS THAN 95% STANDARD PROCTER TEST AT OPTIMUM MOISTURE CONTENT.

CROWN NOT LESS THAN 4 INCHES NOR MORE THAN 6 INCHES.

\*NO SIDEWALKS WILL BE REQUIRED ON RESIDENTIAL CUL-DE-SAC STREETS THAT ARE LESS THAN 600 FEET IN LENGTH AND HAVE NO MORE THAN 15 LOTS OR DWELLING UNITS.

\*\*NO SIDEWALKS WILL BE REQUIRED ON ESTATE LANES WITH LARGE LOTS 25,000 SQUARE FEET, RESIDENTIAL SUBDIVISIONS WITH 10 LOTS OR MORE WITH A MINIMUM PER LOT FRONTAGE OF 150 FEET.

SUBGRADE MUST BE PROOFROLLED PRIOR TO INSTALLATION OF AGGREGATE MATERIAL. AGGREGATE MATERIAL MUST BE PROOFROLLED PRIOR TO ASPHALT INSTALLATION. PROOFROLLING SHALL BE DONE BY CITY PERSONNEL.

PDF FILE AVAILABLE AT [www.rollacity.org/pubworks/drawings.shtm](http://www.rollacity.org/pubworks/drawings.shtm)

		<b>CITY OF ROLLA DEPARTMENT OF PUBLIC WORKS</b>	
APPROVED: NUMBER E-21918 DATE	REVISED: <b>04/30/2018</b>	<b>TYPICAL STREET SECTION</b>	<b>STANDARD 201</b>
DIRECTOR OF PUBLIC WORKS	DATE		



## CITY COUNCIL AGENDA

**DEPARTMENT:** Public Works

**ACTION REQUESTED:** Ordinance

**SUBJECT:** Airport Taxiway Rebid Agreement

**PREPARED BY:** Darin Pryor

**ATTACHMENTS:** Ordinance/Agreement No. 5

**(CASE/PROJECT #)**

**MEETING DATE:** January 20, 2026

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**Overview:** Staff has negotiated a supplemental agreement with Woolpert, Inc. for rebid/redesign services for the taxiway project at the Rolla National Airport. The agreement would change the design from a full reconstruction of the taxiway to a partial reconstruction. The agreement also covers the re-bidding phase of the contract.

**Background information:** Council approved an agreement with Woolpert Inc in June of 2024 for design services for the taxiway reconstruction at the Rolla Nation Airport. Bids for the reconstruction were opened on 9-30-25. One bid was received and was significantly over the engineer's estimate. Due to the high sole bid, this project requires a redesign and rebid to cut down the scope of work to fit the budget.

**Fiscal considerations:** The cost for the rebid/redesign was not included in the budget but will be offset with a 95% matching grant at a future date.

**Recommendation:**

Staff is requesting the first reading of the ordinance authorizing the mayor to enter into the supplemental agreement with Woolpert, Inc.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AVIATION CONSULTANT SUPPLEMENTAL AGREEMENT NO. 5 BETWEEN THE CITY AND WOOLPERT, INC.

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 Aviation Project Consultant Supplemental Agreement No. 5 between the City of Rolla, Missouri and Woolpert, Inc, a copy of said agreement being attached hereto and marked Exhibit A.

Section 2: This ordinance will be 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 2ND DAY OF FEBRUARY 2026.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

EXHIBIT A

Airport Name: Rolla National  
Project No.: 23-056A-1  
County: Maries/Phelps

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 5  
REBID/REDESIGN SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 5 for Rebid/Redesign Services is entered into by the City of Rolla (hereinafter, "Sponsor") and Woolpert, Inc.(hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on November 28, 2023, to accomplish a project at the Rolla National Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 5 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 5 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17) of the Original Agreement and Exhibit II – SA3, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 5 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9) of the Original Agreement are hereby modified for Supplemental Agreement No. 5 to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	SUPPLEMENTAL AGREEMENT NO. 2	SUPPLEMENTAL AGREEMENT NO. 3	SUPPLEMENTAL AGREEMENT NO. 4	SUPPLEMENTAL AGREEMENT NO. 5	TOTAL
Fixed Fee	\$0.00	\$0.00	\$0.00	\$12,500.00	\$4,500.00	\$0.00	\$17,000.00
Max. Fee Payable	\$45,558.00	\$239,692.00	\$18,980.00	\$278,868.00	\$37,761.00	\$49,415.00	\$620,859.00

(D) Estimated costs for the services in Supplemental Agreement No. 5 are defined in Exhibit IV – SA5 and Exhibit V – SA5, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The projected completion date is revised to December 31, 2026, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 5 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 5. 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 Supplemental Agreement No. 5 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 5 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
n/a	n/a	n/a	n/a	n/a

(5) 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 Supplemental Agreement No. 5 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 Supplemental Agreement No. 5.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
n/a	n/a	n/a

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 5, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 5.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 5 on the date last written below.

Executed by the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CONSULTANT:  
Woolpert, Inc.

SPONSOR:  
City of Rolla

By \_\_\_\_\_

By \_\_\_\_\_

Title Vice President

Title Mayor

ATTEST:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title Project Manager

Title City Clerk

**EXHIBIT II – SA5**  
**SCOPE OF SERVICES**

**SCOPE OF WORK  
FOR  
ROLLA NATIONAL AIRPORT  
VICHY, MO  
MoDOT PROJECT NO. 23-056A-1  
TAXIWAY A RECONSTRUCTION AND TAXIWAY CONNECTOR REHABILITATION  
AND TAXIWAY LIGHTING REHABILITATION  
DESIGN SERVICES-REDESIGN & REBID  
SUPPLEMENTAL AGREEMENT NO. 5**

This is an Appendix attached to, made a part of and incorporated by reference with the professional services agreement dated April 17, 2019, between Rolla National Airport and Woolpert, Inc. for providing professional services. For the remainder of this scope the Rolla National Airport is indicated as “Sponsor” and Woolpert, Inc., is indicated as “Engineer.” The expected construction portion of this project will consist of the Taxiway A reconstruction and taxiway connector rehabilitation. The construction budget for this project is approximately \$1,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report, along with Bidding, Design Survey for the Taxiway A Reconstruction and Taxiway Connector Rehabilitation Project and the Taxiway Lighting Rehabilitation Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location. In this scope of work, the blue-highlighted text identifies items pertaining to Supplemental Agreement No. 5 for redesign and rebid. The unhighlighted portions represent the original scope of work, along with underdrain items previously added under Supplemental Agreement No. 3.

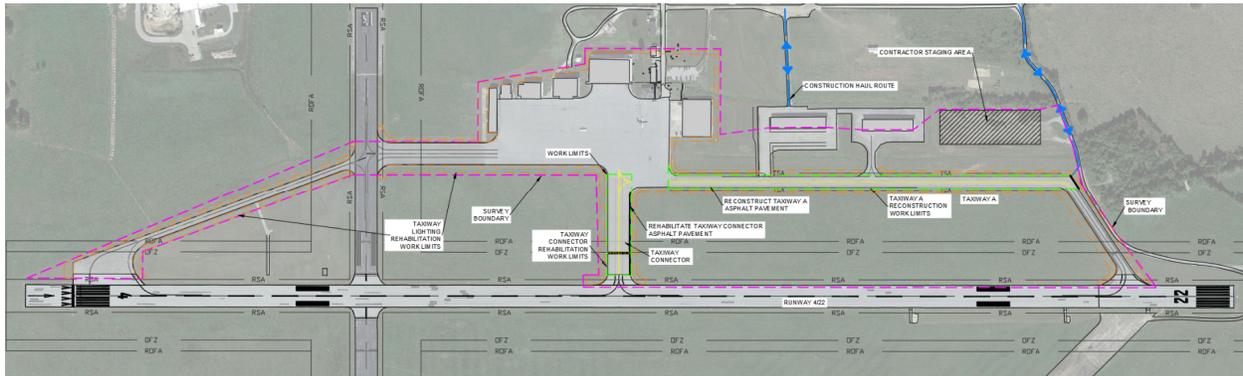


EXHIBIT NO. 1

**DESCRIPTION**

The Taxiway A Reconstruction and Taxiway Connector Rehabilitation project will consist of approximately 15,215 square yards of asphalt pavement removal (Approximately 10,100 square yards of full depth removal for Taxiway A and 5,115 square yards of partial depth removal for the taxiway connector). The lighting Taxiway Lighting Rehabilitation will consist of placing new LED taxiway edge lights along the airport’s taxiways and back to the vault. Due to the high sole bid, this project requires a redesign and rebid to cut down the scope of work to fit the Sponsor’s budget. This work will involve narrowing the work area of the taxiway to address the heave locations as well as adding another schedule in case funding allows for additional area. This will also include removing the phasing for access to the t-hangars to eliminate

disruption and additional costs to construction. To open the project up for more competitive bids, MoDOT has allowed some specifications to utilize MoDOT highway specifications.

Approximately 40 acres will be topographically surveyed to determine the existing grades and infrastructure located within the project area. The area is indicated on the EXHIBIT NO. 1 and consists of capturing the edge of Runway 4/22 that aligns with Taxiway A, part of the apron, capturing the edge of the nearest buildings, contractor staging area, and extending at least 25' past the work limits. This survey includes the taxiway lighting for the future taxiway lighting project bid package.

Design work will be broken out into bid packages to be constructed in a phased approach to maintain an operational airport and to align with available funding for construction. These will be separated into construction document packages for bidding as follows to align with anticipated funding:

- Bid Package No. 1 – Taxiway A Reconstruction and Taxiway Connector Rehabilitation

The second bid package will be designed to 100%, but bid in the future based on available funding:

- Bid Package No. 2 – Taxiway Lighting Rehabilitation

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Design Survey Phase and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation will also be included under **Part B-Special Services**. Parts A and B and the four phases are described in more detail below.

**PART A - BASIC SERVICES** consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

### **1.0 Preliminary Design Phase**

**1.01 Coordinate and Attend Meetings with the Sponsor and MoDOT.** Meetings with the Sponsor and the MoDOT will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

**1.02 Prepare Project Scope of Work and Contract.** This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

**1.03 Prepare Preliminary Cost Estimating.** This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.14.

**1.04 Provide Project Coordination.** The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

**1.05 Review Existing Documents.** The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project.

**1.06 Coordinate Topographical Survey.** This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.01. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

**1.07 Coordinate Geotechnical Investigation.** This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work.

**1.08 Prepare Federal Grant Application.** This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").

- Include preliminary cost estimate.
- Include the Sponsor’s certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

**1.09 Prepare Environmental Documentation.** The FAA has determined that a simple written Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall prepare a simple written CATEX for the project. An overall environmental exhibit, if applicable, will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

**1.10 Prepare Disadvantaged Business Enterprise (DBE) Goal.** The Engineer will prepare the various MoDOT required documentation. The Engineer will submit the work sheets to MoDOT External Civil Rights for establishing the DBE goal.

TASK 1 DELIVERABLES	TO MoDOT	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.08 Federal Grant Application	✓	✓
1.09 Environmental Documentation	✓	✓
1.10 DBE Goal	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Scoping Meeting, Pre-Design Meeting, Coordination Meetings	<ul style="list-style-type: none"> <li>• Vichy, MO One (1) Program Director,(1) Senior Project Manager, and (1) Project Manager Assume three one (1) hour via teleconference (3 meetings) and two eight (8) hour day site visits (2 meetings)</li> <li>• Assume travel to /from Jefferson City to Vichy, MO</li> <li>• Assume this includes preparing meeting agenda and meeting minutes for each meeting</li> </ul>
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none"> <li>• Vichy, MO One (1) Program Director one (1) Project Manager and two eight (8) hour day site visits (2 meetings)</li> <li>• Assume travel to /from Jefferson City to Vichy, MO Assume this includes preparing meeting agenda and meeting minutes for each meeting</li> </ul>

## **2.0 Design Phase**

**2.01 Analyze Topographic Survey Data.** This task includes analyzing the topographical survey data and preparing the data for use with computer modeling. This will include the following tasks:

- Generate three-dimensional contour model from TIN surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

This task includes analyzing the Taxiway A and Taxiway Connector safety area topographical survey and object inventory data. This will include the following tasks:

- Conduct safety area topographical survey and object inventory.
- Prepare exhibit(s) (plan view of safety area with spot elevations/longitudinal and transverse gradients/dimensions, location/description of objects; etc.) and associated narrative with analysis (compliance with current standards vs. non-compliance with current standard(s)).
- If a non-standard determination is made by the FAA, assist Sponsor with alternative analysis preparation and presentation per the referenced FAA guidance above.

**2.02 Analyze Geotechnical Investigation Data.** This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine appropriate data for the pavement design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.
- Review geotechnical investigation recommendations for reconstruction or rehabilitation.

**2.03 Prepare Pavement Design.** After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed in accordance with FAA Advisory Circular (AC) 150/5335-5 (Current Edition), *Standardized Method of Reporting Airport Pavement Strength – PCR*, to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.

- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.
- Analyze underdrain layout.
- Analyze the pavement design with MoDOT material in lieu of P-401 and P-208 federal specifications.

**2.04 Prepare Existing Utility Inventory.** This task includes reviewing record drawings and consulting with the Sponsor and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

**2.05 Prepare Preliminary Contract Documents.** This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review. This will include the addition of the underdrain schedule in the quantity table as well as throughout the contract documents. This will include updating the project schedule and quantity table as well as preparing the documents to match the redesign for the rebid.

**2.06 Prepare Construction Safety and Phasing Plan (CSPP).** This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 60% complete and at 90% complete for MoDOT review. Upon preliminary approval from the MoDOT, the CSPP will be submitted to FAA for OE/AAA coordination. This will include the addition of the underdrain phasing. This will include revising the phasing to match the redesign areas.

**2.07 Prepare Preliminary Construction Plans.** This task includes preparing the following list of construction plans for the project. The design will involve a plan set that includes Bid Package No. 1 and Bid Package No. 2. The redesign includes adjusting the design layout, phasing, grading profile, electrical, and underdrains. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	2
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	3
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	6
Environmental Requirements and Details	1
Demolition Plan	3
Geometric Layout Plan	3
Typical Sections	1
Grading and Spot Elevations	5
Pavement Plan and Profile	5
Pavement Marking Plan	3
Pavement Marking Details	1
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	1
Electrical Demolition Plan	4
Electrical Layout Plan	4
Electrical Details	1
Underdrain Plans	4
Underdrain Details	2
<b>Total Sheet Count</b>	<b>54</b>

**2.08 Prepare Preliminary Technical Specifications.** This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item T-901 Seeding
- Item L-108 Underground Power Cable for Airports
- Item L-109 Airport Transformer Vault and Vault Equipment
- Item L-110 Airport Underground Electrical Duct Banks and Conduits

- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets, and Inspection Holes

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-601 Crack Repair with Major Crack Repair
- MO 304 Aggregate Base Course
- MO 403 Asphaltic Concrete Pavement

**2.09 Prepare Preliminary Special Provisions.** This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

**2.10 Prepare Drainage Analysis and Storm Drainage Design.** This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

**2.11 Compile/Submit Permits.** This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, grading, hauling, construction dewatering, permanent dewatering, and stormwater pollution prevention plans and associated permits (SWPPP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

**2.12 Compile/Submit FAA Form 7460.** This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

**2.13 Calculate Estimated Quantities.** This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices. This includes updating the quantities to include the underdrain system. **This includes updating the quantities for the revised design areas.**

**2.14 Prepare Estimate of Probable Construction Cost.** Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases. This includes updating the cost estimate to include the underdrain system. **This includes updating the cost estimate for the revised design areas.**

**2.15 Prepare Engineer's Design Report.** This task includes preparation of the Engineer's Design Report in accordance with current FAA Central Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated. **This includes adding the evaluation of the underdrain system and revising the design for the reduced project area as well as the revised rebid schedule**

**2.16 Review Plans at 60%, 90% and 100% Complete.** During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design. **This includes a redesign 100% review with the Sponsor and MoDOT.**

**2.17 Provide In-House Quality Control.** The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 60%, 90%, and 100% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment. **This includes another internal review of the redesign.**

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

**2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report.** A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, MoDOT, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided. **This includes a redesign submittal.**

**2.19 Prepare Requests for Reimbursement.** This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and

approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to MoDOT for reimbursement. It is estimated there will be six RFRs for expenses incurred during the design and bidding phase of this project. This will also include coordination with MoDOT on the status of the grants and pay requests.

TASK 2 DELIVERABLES	TO MoDOT	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.05 Preliminary Contract Documents for Sponsor’s Review	✓	✓
2.06 CSPP at 60% and 90% Complete	✓	✓
2.12 FAA Form 7460	✓	✓
2.17 60%, 90%, and 100 % Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report	✓	✓
2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer’s Design Report	✓	✓
2.19 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 60% Complete. Plan Review at 90% Complete. Plan Review at 100% Complete. Redesign Plan Review at 100% Complete.	<ul style="list-style-type: none"> <li>• Vichy, MO                One (1) Program Director (1) Project Manager                Assume two (1) hour via teleconference (2 meetings) and one (8) hour day visit (1 meeting)                One (1) Project Manager                Assume one (1) hour via teleconference (1 meeting)</li> <li>• Assume travel to /from Jefferson City to Vichy, MO                Assume this includes preparing meeting agenda and meeting minutes for each meeting</li> </ul>

**3.0 Bidding Phase**

**3.01 Provide Bid Assistance.** The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing. This will include re-advertising and notifying contractors for the rebid.

**3.02 Prepare/Conduct Pre-Bid Meeting.** The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. This will include another pre-bid meeting.

**3.03 Prepare Addenda.** Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required. This includes any necessary rebid addenda.

**3.04 Consult with Prospective Bidders.** During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project. **This includes coordinating with contractors for the rebid.**

**3.05 Attend Bid Opening.** The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor. **This includes the attendance of the Engineer at the rebid opening.**

**3.06 Review Bid Proposals.** Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed. **This includes the review of the bid proposals for the rebid.**

**3.07 Prepare Recommendation of Award.** The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. **This includes a Recommendation of Award for the rebid.**

TASK 3 DELIVERABLES	TO MoDOT	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award		✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> <li>• Vichy, MO One (1) Project Manager Assume one (8) hour day visit (1 meeting) <b>One (1) Project Manager</b> <b>Assume one (8) hour day visit (1 meeting)</b></li> <li>• Assume travel to/from Jefferson City, MO to Vichy, MO Assume this includes preparing meeting agenda and meeting minutes for each meeting</li> </ul>
3.05 Attend Bid Opening	<ul style="list-style-type: none"> <li>• Vichy, MO One (1) Project Manager Assume one (8) hour day visit (1 meeting) <b>One (1) Project Manager</b> <b>Assume one (8) hour day visit (1 meeting)</b></li> <li>• Assume travel to/from Jefferson City, MO to Vichy, MO Assume this includes preparing meeting agenda and meeting minutes for each meeting</li> </ul>

***EX Reimbursable Costs During Design and Bidding.*** This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

**PART B - SPECIAL SERVICES** consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation.

#### **4.0 Design Survey Phase**

**4.01 Perform Topographical Survey.** This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 40 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the connectors and taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.

- Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 4 DELIVERABLES	TO MoDOT	TO SPONSOR
4.01 Topographical Survey	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> <li>• Rolla, MO</li> <li>One (1) Surveyor</li> <li>Assume full day site visit (1 site visit, consisting of 5 days of field work)</li> <li>Assume travel to/from Fairview Heights, IL to Rolla, MO with four (4) overnight stays for the Surveyor for each site visit</li> </ul>

**EX Reimbursable Costs During Survey.** This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4 Reimbursables are invoiced on a not-to-exceed basis.

**Special Considerations**

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

**Geotechnical Investigation.** Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 16 project locations
- Installation of temporary piezometers at select boring locations (if needed)
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

## Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amounts to be invoiced for per diem and lodging will be in accordance with the published GSA rates at the time of service and may vary from the rates used in the fee estimate.
2. 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 number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Central Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
  - Plans 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.

- All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
  - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
  - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
  - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
  - FAA General Provisions and required contract language will be used.
10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.
12. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP). An as-built survey will be required and will be included in a future scope of work.

### **Additional Services**

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

**EXHIBIT IV – SA5**

**DERIVATION OF CONSULTANT PROJECT COSTS (DESIGN)**

**EXHIBIT V – SA5**

**ENGINEERING DESIGN SERVICES-COST BREAKDOWN**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

ROLLA NATIONAL AIRPORT  
VICHY, MISSOURI

DESIGN/BIDDING SERVICES  
SUPPLEMENTAL AGREEMENT NO. 5  
January 13, 2026

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)	
Practice Operations Leader	0	\$ 100.00	\$ -	330.00
Prgm Dir II	0	\$ 100.00	\$ -	315.00
Engineer Project Mgr IV	16	\$ 87.00	\$ 1,392.00	315.00
Geospatial Project Mgr IV	0	\$ 87.00	\$ -	295.00
Quality Control Manager	8	\$ 81.00	\$ 648.00	295.00
Planner III	2	\$ 78.00	\$ 156.00	275.00
Engineer Project Mgr III	0	\$ 74.00	\$ -	275.00
Engineer Project Mgr II	95	\$ 59.00	\$ 5,605.00	220.00
Engineer I	0	\$ 53.00	\$ -	250.00
Engineer in Training II	113	\$ 51.00	\$ 5,763.00	195.00
Eng Designer I	0	\$ 44.00	\$ -	155.00
Project Coordinator II	18	\$ 43.00	\$ 774.00	190.00
Grants Administrator I	0	\$ 40.00	\$ -	145.00
Total Direct Salary Costs			= \$	14,338.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 213.77% = \$ 30,650.34

3 **SUBTOTAL:**

Items 1 and 2 = \$ 44,988.34

4 **PROFIT:**

15% of Item 3 Subtotal\* 9.84% = \$ 4,426.66  
\*Note: 0-15% Typical

Subtotal = \$ 49,415.00

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

a. Mileage Miles @ \$0.655 / Mile = \$0.00  
 b. Per Diem Days @ \$59.00 / Day = \$0.00  
 c. Lodging (Taxes & Fees included) Nights @ \$115.00 / Night = \$0.00  
 d. Travel & Airline Costs Trips @ \$1,000.00 / Trip = \$0.00  
 e. Auto Rental Days @ \$130.00 / Day = \$0.00

Total Out-of-Pocket Expenses = \$0.00 Not to exceed

6 **SUBCONTRACT COSTS:**

= \$0.00 Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$ 49,415.00

**Actual Fee Sheet Amount due to rounding = \$49,415.00 Not to exceed**

AIRPORT: Rolla National Airport  
 AIP/PROJ. NO.: 23-056A-1  
 PROJECT NAME: Taxiway A Reconstruction, Taxiway Connector Rehabilitation, and Taxiway Lighting Rehabilitation Design  
 DATE: January 13, 2026  
 SUPPLEMENTAL AGREEMENT NO. 5 REDESIGN & REBID



FEES BREAKDOWN	Total Hours	Billing Rate	Total Cost
<b>2.0 Design Phase (Lump Sum)</b>			
Prgrm Dir II	0 hrs. x	\$ 315.00 /hr =	
Engineer Project Mgr IV	12 hrs. x	\$ 295.00 /hr =	\$ 3,540.00
Quality Control Manager	8 hrs. x	\$ 275.00 /hr =	\$ 2,200.00
Planner III	2 hrs. x	\$ 265.00 /hr =	\$ 530.00
Engineer Project Mgr III	0 hrs. x	\$ 250.00 /hr =	
Engineer Project Mgr II	39 hrs. x	\$ 200.00 /hr =	\$ 7,800.00
Engineer I	0 hrs. x	\$ 180.00 /hr =	
Engineer in Training II	85 hrs. x	\$ 175.00 /hr =	\$ 14,875.00
Project Coordinator II	16 hrs. x	\$ 145.00 /hr =	\$ 2,320.00
Grants Administrator I	0 hrs. x	\$ 135.00 /hr =	
<b>SUBTOTAL</b>	<b>162 hrs.</b>	<b>SUBTOTAL \$</b>	<b>\$ 31,265.00</b>
<b>Reimbursables</b>			
Auto Rental	Day x	\$ 130.00 /Day=	
Lodging + Tax & Fees	Day x	\$ 120.00 /Day=	
Per Diem	Day x	\$ 59.00 /Day=	
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
<b>SUBTOTAL \$</b>			<b>-</b>
<b>PHASE SUBTOTAL \$</b>			<b>\$ 31,265.00</b>

TASK	LABOR CATEGORY										Phase Item Costs	
	Prgrm Dir II	Engineer Project Mgr IV	Quality Control Manager	Planner III	Engineer Project Mgr III	Engineer Project Mgr II	Engineer I	Engineer in Training II	Project Coordinator II	Grants Administrator I		
<b>2.0 Design Phase (Lump Sum)</b>												
2.01 Analyze Topographical Survey Data												
2.02 Analyze Geotechnical Investigation Data												
2.03 Prepare Pavement Design		2				4		12				\$ 3,490.00
2.04 Prepare Existing Utility Inventory												
2.05 Prepare Preliminary Contract Documents						2		4	4			\$ 1,680.00
2.06 Prepare Construction Safety and Phasing Plan (CSPP)								2				\$ 350.00
<b>2.07 Prepare Preliminary Construction Plans</b>												
Cover Sheet						1		1				\$ 375.00
Index of Drawings/Summary of Approximate Quantities & General Notes						1		1				\$ 375.00
Survey Control Plan						1		1				\$ 375.00
Geotechnical Investigation Plan						1		1				\$ 375.00
Safety Plan						1		1				\$ 375.00
Construction Layout Plan						1		2				\$ 550.00
Construction Phasing Plan						1		2				\$ 550.00
Environmental Requirements and Details				2		1		1				\$ 905.00
Demolition Plan						1		2				\$ 550.00
Geometric Layout Plan						1		2				\$ 550.00
Typical Sections						1		1				\$ 375.00
Grading and Spot Elevations						1		4				\$ 900.00
Pavement Plan and Profile						1		1				\$ 375.00
Pavement Marking Plan						1		1				\$ 375.00
Pavement Marking Details						1		1				\$ 375.00
Seeding and Erosion Control Plan						1		1				\$ 375.00
Seeding and Erosion Control Details						1		1				\$ 375.00
Electrical Demolition Plan						1		1				\$ 375.00
Electrical Layout Plan						1		1				\$ 375.00
Electrical Details						2		1				\$ 765.00
2.08 Prepare Preliminary Technical Specifications		2				2		8				\$ 2,390.00
2.09 Prepare Preliminary Special Provisions												
2.10 Prepare Drainage Analysis and Storm Drainage Design												
2.11 Compile/Submit Permits												
2.12 Compile/Submit FAA Form 7460												
2.13 Calculate Estimated Quantities		2				2		8				\$ 2,390.00
2.14 Prepare Estimate of Probable Construction Cost						4		8				\$ 2,200.00
2.15 Prepare Engineer's Design Report		2				2		4				\$ 1,690.00
2.16 Review Plans at 60%, 90%, and 100% Complete		2				2		4	4			\$ 2,270.00
2.17 Provide In-House Quality Control			8									\$ 2,200.00
2.18 Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report						2		8	8			\$ 2,960.00
2.19 Prepare Requests for Reimbursement												
<b>TOTALS</b>	<b>0</b>	<b>12</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>39</b>	<b>0</b>	<b>85</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>\$ 31,265.00</b>

FEES BREAKDOWN	Total Hours	Billing Rate	Total Cost
<b>3.0 Bidding Phase (Lump Sum)</b>			
Engineer Project Mgr IV	4 hrs. x	\$ 295.00 /hr =	\$ 1,180.00
Engineer Project Mgr II	56 hrs. x	\$ 200.00 /hr =	\$ 11,200.00
Engineer in Training II	28 hrs. x	\$ 175.00 /hr =	\$ 4,900.00
Project Coordinator II	6 hrs. x	\$ 145.00 /hr =	\$ 870.00
<b>SUBTOTAL</b>	<b>94 hrs.</b>	<b>SUBTOTAL \$</b>	<b>\$ 18,150.00</b>
<b>Reimbursables</b>			
Auto Rental	Day x	\$ 130.00 /Day=	
Lodging + Tax & Fees	Day x	\$ 120.00 /Day=	
Per Diem	Day x	\$ 59.00 /Day=	
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
<b>SUBTOTAL \$</b>			<b>-</b>
<b>PHASE SUBTOTAL \$</b>			<b>\$ 18,150.00</b>

TASK	LABOR CATEGORY					Phase Item Costs
	Engineer Project Mgr IV	Engineer Project Mgr II	Engineer in Training II	Project Coordinator II		
<b>3.0 Bidding Phase (Lump Sum)</b>						
3.01 Provide Bid Assistance	2	16	4			\$ 4,490.00
3.02 Prepare/Conduct Pre-Bid Meeting	8	2				\$ 1,950.00
3.03 Prepare Addenda	4	8		2		\$ 2,490.00
3.04 Consult with Prospective Bidders		8				\$ 3,000.00
3.05 Attend Bid Opening		8				\$ 1,600.00
3.06 Review Bid Proposals	2	8	4	4		\$ 3,470.00
3.07 Prepare Recommendation of Award		4	2			\$ 1,150.00
<b>TOTALS</b>	<b>4</b>	<b>56</b>	<b>28</b>	<b>6</b>	<b>0</b>	<b>\$ 18,150.00</b>

Contract Hours	Phase Fee		Reimbursable Costs	Total Cost
<b>PART A - BASIC SERVICES (LUMP SUM)</b>				
2.0 Design Phase (Lump Sum)	162	\$ 31,265.00	\$ -	\$ 31,265.00
3.0 Bidding Phase (Lump Sum)	94	\$ 18,150.00	\$ -	\$ 18,150.00
<b>TOTAL</b>	<b>256</b>	<b>\$ 49,415.00</b>	<b>\$ -</b>	<b>\$ 49,415.00</b>

\*For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred except in cases where specific client requirements exist that limit lodging to GSA standards.



## CITY COUNCIL AGENDA

**DEPARTMENT:** Public Works

**ACTION REQUESTED:** Ordinance

**SUBJECT:** Airport Runway Consultant Agreement

**PREPARED BY:** Darin Pryor

**ATTACHMENTS:** Ordinance/Consultant Agreement

**(CASE/PROJECT #)**

**MEETING DATE:** January 20, 2026

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**Overview:** Staff has negotiated an aviation consultant agreement with Woolpert, Inc. for design services for the rehabilitation of runway 13/31 at Rolla National Airport.

**Background information:** Staff recently received notice that the Rolla National Airport was awarded approximately \$2.5M in discretionary funds for the rehabilitation of runway 13/31. The rehabilitation of 13/31 has been on the capitol improvement plan for the airport for many years without funding.

**Fiscal considerations:** The cost for the rehabilitation of runway 13/31 was not included in the budget but would be offset with a 95% matching grant at a future date.

**Recommendation:**

Staff is requesting the first reading of the ordinance authorizing the mayor to enter into the aviation consultant agreement with Woolpert, Inc for \$267,641.00.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AVIATION PROJECT CONSULTANT AGREEMENT BETWEEN THE CITY AND WOOLPERT, INC.

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

Section 2: This ordinance will be 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 2ND DAY OF FEBRUARY 2026.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

EXHIBIT A

Airport: Rolla National  
MoDOT Project No.: 26-056A-1

Airport Name:	<u>Rolla National</u>
Project No.:	<u>26-056A-1</u>
County:	<u>Maries/Phelps</u>

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

THIS AGREEMENT is entered into by Woolpert, 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 data bases, 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.

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

(B) 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:

[http://www.modot.org/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

(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. Provided 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:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABL E TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
Millennia Professional Services	Geotech	\$44,674.04	60%	\$26,949.04	10%
TOTAL DBE PARTICIPATION				\$26,949.04	10%

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.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
N/A	N/A	N/A	N/A

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any 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 **\$267,641.00**, 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.

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 (l) of the clause, entitled "communication" shall read as follows: "(l) 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 CAD 2018 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 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) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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 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.

B. 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) 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.

2. 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement 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 Subsection (20)(K)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 Sponsor and/or the United States 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 Subsection (20)(K)1. above, in the sum of Ten Dollars (\$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 Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT 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 Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) 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 this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement 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.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Right to Inventions - 2 CFR §200 Appendix II(F), 37 CFR § 401: 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 Agreement incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. The Consultant must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

(O) 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:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Keith Reisberg, City Administrator		
SPONSOR'S NAME	City of Rolla		
SPONSOR'S ADDRESS	901 North Elm Street Rolla, MO 65401		
PHONE	573-426-7948	FAX	
E-MAIL ADDRESS	kriesberg@rollacity.gov		

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Laura Koonce, Project Manager		
CONSULTANT'S NAME	Woolpert, Inc		
CONSULTANT'S ADDRESS	931 Wildwood Drive, Suite 101 Jefferson City, MO 65109		
PHONE	(573) 658-9477	FAX	
E-MAIL ADDRESS	laura.koonce@woolpert.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:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

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

Executed by the **Consultant** the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Executed by the **Sponsor** the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Consultant:  
Woolpert, Inc.

Sponsor:  
City of Rolla

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Title: Vice President

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT I**

### **PROJECT DESCRIPTION**

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Bidding and Design Survey for the Runway 13/31 Rehabilitation Project.

**SCOPE OF WORK  
FOR  
ROLLA NATIONAL AIRPORT  
Vichy, MO  
MoDOT Project No. 26-056A-1  
Runway 13/31 Rehabilitation**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated December 31, 2025, between Rolla National Airport and Woolpert, Inc., for providing professional services. For the remainder of this scope the Rolla National Airport is indicated as “Sponsor” and Woolpert, Inc., is indicated as “Engineer.” The construction budget for this project is approximately \$2,360,000.00. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report, along with Bidding and Design Survey for the Runway 13/31 Rehabilitation Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



**EXHIBIT NO. 1**

**DESCRIPTION**

This project shall consist of rehabilitating Runway 13/31. This will include a mill and fill of Runway 13/31 (except for the intersection) and a mill and fill of Taxiway A to the hold bar on either side of the runway, along with repairing the blow ups at the edge of concrete at both ends of Runway 13/31. The design will include splitting the above items in schedules to be awarded as funding allows.

VI.B.38

The intersection of Runway 13/31 and Runway 4/22 underwent full depth reclamation in 2020. The runway is 100 feet wide, and 5,500 feet long. Runway 13/31 intersects Runway 4/22 and has adjoining taxiways, Taxiway A, on each side.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Design Survey Phase, and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation will also be included under **Part B-Special Services**. Parts A and B and the four phases are described in more detail below.

**PART A - BASIC SERVICES** consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

### **1.0 Preliminary Design Phase**

**1.01 Coordinate and Attend Meetings with the Sponsor and MoDOT.** Meetings with the Sponsor and MoDOT will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

**1.02 Prepare Project Scope of Work and Contract.** This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

**1.03 Prepare Preliminary Cost Estimating.** This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.12.

**1.04 Provide Project Coordination.** The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- ➔ Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- ➔ The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- ➔ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ➔ The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

**1.05 Review Existing Documents.** The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

**1.06 Coordinate Topographical Survey.** This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.01.

**1.07 Coordinate Geotechnical Investigation.** This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work is also included in this task.

**1.08 Prepare Federal Grant Application.** This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to MoDOT for further processing.

**1.09 Prepare Environmental Documentation.** The FAA has determined that a simple written Categorical Exclusion (CATEX) applies to the project according to FAA order 1050.1G. The Engineer shall prepare a simple written CATEX for the project. An overall environmental exhibit, if applicable, will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing	✓	✓
1.08 Federal Grant Application	✓	✓
1.09 Environmental Documentation	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	<ul style="list-style-type: none"> <li>Vichy, MO One (1) Project Manager Assume One (1) hour via teleconference (1 meeting)</li> </ul>
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none"> <li>Vichy, MO One (1) Project Manager Assume One (1) hour via teleconference (1 meeting)</li> </ul>

**2.0 Design Phase**

**2.01 Analyze Topographic Survey Data.** This task includes analyzing the topographical survey data and preparing the data for use with computer modeling. This will include the following tasks:

- ➔ Generate three-dimensional contour model from TIN surface model.
- ➔ Prepare and process data for spot elevations, grading and/or paving cross sections.

**2.02 Analyze Geotechnical Investigation Data.** This task includes analyzing the geotechnical investigation. This will include the following tasks:

- ➔ Review Geotechnical Engineer recommendations.
- ➔ Determine appropriate data for the pavement design form(s).
- ➔ Input data for computer modeling with topographical survey data.
- ➔ Prepare soil information for incorporation on the construction plans.

**2.03 Prepare Pavement Design.** After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed in accordance with FAA Advisory Circular (AC) 150/5335-5 (Current Edition), *Standardized Method of Reporting Airport Pavement Strength – PCR*, to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

**2.04 Prepare Preliminary Contract Documents.** This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor’s Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

**2.05 Prepare Construction Safety and Phasing Plan (CSPP).** This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor’s normal progress on the project. The draft CSPP will be submitted at 90% complete for MoDOT review. Upon preliminary approval from MoDOT, the CSPP will be submitted to FAA for OE/AAA coordination.

**2.06 Prepare Preliminary Construction Plans.** This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities, and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	6

Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	4
Geometric Layout Plan	6
Pavement Plan and Profile	4
Typical Sections	2
Pavement Marking Plan	6
Pavement Marking Details	1
<b>Total Sheet Count</b>	<b>39</b>

**2.07 Prepare Preliminary Technical Specifications.** This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The design will include federal specifications with a submittal of a Modification of Standards (MOS) for substitution of state specifications. If the MOS is granted before the bid opening, the corresponding federal specifications will be swapped out. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-401 Asphalt Mix Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-620 Runway and Taxiway Marking

Additional Non-FAA specifications will include, but are not limited to, the following items (pending MOS approval):

- MO 403 Asphaltic Concrete Pavement

**2.08 Prepare Preliminary Special Provisions.** This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Radio Communications, Work Schedule, Contractor’s Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, and Liquidated Damages.

**2.09 Compile/Submit Permits.** This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, Right-of-Way (ROW) access, hauling, batch plants, wetland disturbance, open burning, fencing, various building systems, construction dewatering, permanent dewatering, fueling systems and stormwater management construction plans and associated permits (SWPPP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

**2.10 Compile/Submit FAA Form 7460.** This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

**2.11 Calculate Estimated Quantities.** This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

**2.12 Prepare Estimate of Probable Construction Cost.** Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

**2.13 Prepare Engineer's Design Report and Modification of Standards.** This task includes preparation of the Engineer's Design Report in accordance with current FAA Central Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, will be submitted for substitution of the federal asphalt and base course specifications with state highway specifications will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.14 below) to the FAA and Sponsor.

**2.14 Prepare and Submit Modification of Standards on MOS Website.** This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and MoDOT. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

**2.15 Review Plans at 30%, 60%, and 90% Complete.** During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with MoDOT to obtain their concurrence with the design.

**2.16 Provide In-House Quality Control.** The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report 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 Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer’s in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

**2.17 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report.** A final set of Construction Plans (11” x 17”), Specifications, Contract Documents, and the Engineer’s Design Report will be prepared and submitted to the Sponsor, MoDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

**2.18 Prepare Requests for Reimbursement.** This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be five RFRs for expenses incurred during the design and bidding phase of this project.

<b>TASK 2 DELIVERABLES</b>	<b>TO FAA/STATE</b>	<b>TO SPONSOR</b>
2.03 Proposed Pavement Design	✓	✓
2.04 Preliminary Contract Documents for Sponsor’s Review		✓
2.05 CSPP at 90% Complete	✓	✓
2.10 FAA Form 7460	✓	✓
2.15 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report	✓	✓
2.17 Final Construction Plans, Specifications and Contract Documents, and Engineer’s Design Report	✓	✓
2.18 Requests for Reimbursement	✓	✓

<b>TASK 2 MEETINGS/SITE VISITS</b>	<b>LOCATION/ATTENDEES/DURATION</b>
2.15 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	<ul style="list-style-type: none"> <li>Vichy, MO</li> <li>One (1) Project Manager</li> <li>Assume One (1) hour via teleconference (3 meetings)</li> </ul>

**3.0 Bidding Phase**

**3.01 Provide Bid Assistance.** The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

**3.02 Prepare/Conduct Pre-Bid Meeting.** The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

**3.03 Prepare Addenda.** Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

**3.04 Consult with Prospective Bidders.** During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

**3.05 Attend Bid Opening.** The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

**3.06 Review Bid Proposals.** Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

**3.07 Prepare Recommendation of Award.** The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

<b>TASK 3 DELIVERABLES</b>	<b>TO FAA/STATE</b>	<b>TO SPONSOR</b>
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award		✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> <li>• Vichy, MO One (1) Project Manager Assume full day site visit (1 site visit)</li> <li>• Assume travel from Jefferson City, MO to Vichy, MO</li> </ul>
3.05 Attend Bid Opening	<ul style="list-style-type: none"> <li>• Vichy, MO One (1) Project Manager Assume travel from Jefferson City, MO to Vichy, MO</li> </ul>

**EX Reimbursable Costs During Design and Bidding.** This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

**PART B - SPECIAL SERVICES** consists of the Design Survey Phase, which is invoiced on a lump sum basis. Also included is the direct subcontract cost for the proposed geotechnical investigation.

**4.0 Design Survey Phase**

**4.01 Perform Topographical Survey.** This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 70 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS do not exist, or are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runways and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet.
- Concrete joints will be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Additional airfield elements that will be located and surveyed include guidance signs, airfield runway and taxiway lighting and paint markings, NAVAIDS within the project area (if any), and other airport features within the project area.

VI.B.47

- Coordinate location and field marking of existing utilities in the project limits with one-call services and airport operations staff. Review of existing as-built and other construction records as necessary. Utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components. This task does NOT include utility location services.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
- Prepare an AutoCAD file containing planimetric mapping features collected during the field survey. Import linework and points of surveyed features and prepare triangulated irregular network (TIN surface model) of existing ground.
- Generate three-dimensional contours from TIN surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01 Topographical Survey		✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> <li>• Vichy, MO</li> <li>One (1) Surveyor</li> <li>Assume full day site visit (7 site visits)</li> <li>Assume travel from Indianapolis, IN to Vichy, MO with one (1) overnight stay for the Surveyor for each site visit</li> </ul>

**EX Reimbursable Costs During Survey.** This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4 is invoiced on a lump sum basis.

### **Special Considerations**

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

**Geotechnical Investigation.** Soil samples for analysis must be taken for both the project site. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 29 project locations
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

### **Assumptions**

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amounts to be invoiced for per diem and lodging will be in accordance with the published GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. 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 number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will

- be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Central Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
    - Plans 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.
    - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
    - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
    - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
  9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
    - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
    - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
    - FAA General Provisions and required contract language will be used.
  10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
  11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.
  12. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

### **Additional Services**

The following items are not included under this agreement but will be considered as extra work:

- Due to the recent changes to the Federal DBE program, no services for setting DBE Program or Project Goals can be provided at this time, and are not included in this scope of work. If these services are requested after the new certification process has been completed, and notice of completion is provided by the Civil Rights Office, Certifying Agencies, or FAA, they will be under a separate scope of work, or an amendment to this scope of work.
- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.



## Millennia Professional Services

11 Executive Drive, Suite 12, Fairview Heights, Illinois 62208 618-624-8610

December 5, 2025  
Proposal 251202

Laura Koonce, P.E.  
Woolpert, Inc.  
931 Wildwood Drive, Suite 101  
Jefferson City, Missouri 65109

**Subject** Proposal for Geotechnical Engineering Services  
Rolla National Airport - Runway 13-31  
Rolla, Missouri

Dear Ms. Koonce:

### **Introduction**

Millennia Professional Services (Millennia) is pleased to submit this proposal to provide geotechnical engineering services for use in the design and construction of the proposed Rolla National Airport Runway 13-31 project Rolla, Missouri. Our understanding of the project is based on information provided by Woolpert, along with our experience on similar projects.

Millennia is a certified as either a Disadvantage Business Enterprise (DBE) and/or Minority Business Enterprise with the Illinois Department of Transportation, Missouri Department of Transportation, Illinois Capital Development Board, Missouri Office of Administration/Equal Opportunity, and other agencies. For this project, all tasks will be performed in-house by Millennia employees except drilling the soil borings and a few select laboratory tests.

### **Project Description**

Based on preliminary information provided by Woolpert, Millennia understands that the project will include a major rehabilitation or reconstruction for Runway 13-31 at the Rolla National Airport in Rolla, Missouri. The existing pavement is showing signs of different types of distress and cracking. Woolpert is also considering the potential use of full-depth reclamation at this site. We understand all aircraft will weigh less than about 60,000 pounds.

The existing runway has been overlaid several times and consists of as much as 9 inches of asphalt overlying approximately 12 inches of crushed limestone.

## **Purpose and Scope**

The purpose of the geotechnical study will be to obtain information concerning subsurface conditions at the site to form conclusions and make engineering recommendations for the following geotechnical considerations:

- A general geologic reconnaissance of the site to observe for geotechnical conditions that might affect the design, construction, and performance of the runway.
- Parameters for use in pavement design for both asphalt and concrete that are in accordance with FAA Advisory Circular 150/5320-6F, including an estimated California Bearing Ratio (CBR) value, and estimated modulus of subgrade reaction (k) value.
- The location and description of any potentially deleterious materials encountered at the boring locations that may interfere with construction progress or structure performance.
- The potential impact of groundwater on the design and construction of the structures.
- General comments on the swell potential of the soils at the site.
- The estimated design frost depth and frost potential of soils at the site (including frost group).
- The suitability of the on-site materials for use as fill and backfill, including engineering criteria for the placement of those materials.
- Provide recommendations for subgrade preparation and stabilization/modification, if applicable.
- General considerations for drainage.
- General discussions of the potential causes of pavement distress.
- General discussion of feasibility of full depth reclamation.
- Recommended observation, documentation and materials testing programs during construction of the runway.

## **Exploration**

Woolpert has requested an exploration program consisting of twenty-nine (29) pavement cores. The pavement will be cored using a diamond tipped core barrel. At all of the pavement core locations, the underlying soils will be drilled and sampled to depths of 10 feet. Split-spoon and Shelby tube samples will be recovered at alternating boring locations at 2.5-foot sampling intervals. Hand penetrometer measurements will be taken on each cohesive sample in the field, and observations for the presence of groundwater will be documented for each boring location. Millennia will also collect four (4) composite bulk samples from the borings while they are drilled. The bulk samples will be collected in the upper 5 feet of the soil profile in order to perform CBR and Proctor testing.

## **Laboratory Testing**

A program of laboratory testing will be performed on the samples collected at the site, including visual classification, natural moisture content, dry unit weight, Atterberg limits, unconfined compressive strength, California Bearing Ratio (CBR), particle size analyses, and standard Proctor. The pavement cores will be measured for thickness and photographs will be taken at the laboratory.

**Assumptions and Clarifications**

In preparing the geotechnical scope of work for this proposal, Millennia has made the following assumptions and clarifications:

1. The Millennia drilling subcontractor will contact Missouri One Call for utility clearance at the boring locations. Private utilities, such as underground sprinkler systems, agricultural drainage tiles, or buried electric lines serving runway or taxiway lights, if present, must be marked by the property owners. Millennia will adjust the boring locations as appropriate, but we are not responsible for utilities that are uncharted or mislocated.
2. Millennia will mark the borings on site based on existing site features at the locations agreed upon prior to drill rig mobilization for the purposes of utility clearance.
3. The borings and pavement core locations will be backfilled with sand and cuttings, then patched with low shrink grout.
4. We have assumed that the site is free of soil or groundwater contamination and other environmental concerns. If suspect materials or odors are encountered, drilling will be temporarily terminated until an appropriate health and safety plan is available, per OSHA requirements.
5. Millennia has assumed that the borings can be drilled without mast height restrictions. The drill rig equipment will be fitted with either a flashing beacon or checkered flag.
6. Millennia has assumed that no special training, security requirements, or equipment will be needed for the drill crews to enter and work at the Rolla National Airport property, other than a rotating/flashing light or orange and white checkered flag on each vehicle.

**Fees**

Based on our understanding of the project and the requested scope of work, and assuming no unusual subsurface conditions are encountered, Millennia proposes to provide these services for the cost-plus fixed fee of \$44,674.04. The estimated fees will not be exceeded without authorization by Woolpert. A detailed cost estimate is attached to this proposal with a breakdown in the fees and man hours.

**Schedule of Work**

Millennia anticipates that field work could begin within three weeks of authorization to proceed, depending on drill rig availability and weather conditions. We anticipate that drilling and sampling will require about five days to complete. Laboratory testing and preparation of the geotechnical report will require about four weeks after the completion of the fieldwork.

**Closing**

We will perform only those services outlined herein. Woolpert and Millennia may subsequently agree in writing to provide additional services under this agreement for additional compensation. If this proposal is acceptable to you, please sign one copy and return to us. We appreciate this opportunity to be of service to you and would be pleased to discuss any aspect of this proposal with you at your convenience.

Sincerely,

**Millennia Professional Services, Ltd.**

  
Jacob A. Schaeffer, P.E.  
Geotechnical Services Manager

Attachments: Cost Estimate

VI.B.55

## Geotechnical Study Cost Estimate 2025

Proposal No.: 251202

Date: 12-4-25

p. 1 of 1

Project Name: Rolla National Airport - Runway 13-31

By: JAS

No. Borings: 29 pavement cores, drill and sample to 10 ft. each

PROJECT PLANNING	Principal	Senior PM	PM	Engineer III	Eng II	Clerical I	Fee
				1	1		\$0.00

### FIELD EXPLORATION

#### Engineering

Meetings, Prop Access Letters				1	1		
Data Eval, Permitting, Coordination				2	4		
Site Visit and Boring Location				1	10		
Drilling Supervision/Resistivity Testing				4	45		
Mileage 800 @ 0.67						Subtotal	\$536.00

#### Unit Drilling Prices

<b>Drilling by others (non-DBE): Terracon</b>							\$17,000.00
City Permit (Verify Cost) @	\$150.00	each					\$0.00
MoDNR Piezo Permit @	\$135.00	each					\$0.00
Piezo/Well protector @	\$168.00	each for stick up					\$0.00
Piezo/Well protector @	\$300.00	each for flush mount					\$0.00
Per Diem Lodging 5 @	\$93.00	per day					\$465.00
Per Diem Meals 5 @	\$52.00	per day					\$260.00
Traffic Control : Per MoDOT std. @	\$2,350.00	day					\$0.00
<b>Subtotal Drill + Markup 0%</b>							<b>\$17,725.00</b>

### LABORATORY TESTING

#### Supervision

				2	2		
Classification 116 @	\$6.00						\$696.00
Moisture Content 116 @	\$6.00						\$696.00
Penetrometer 116 @	\$4.00						\$464.00
Extrusion 14 @	\$15.00						\$210.00
Unit Weight 14 @	\$40.00						\$560.00
Unconfined Compression 10 @	\$80.00						\$800.00
Atterberg Limits 8 @	\$95.00						\$760.00
Sieve and Hydrometer 8 @	\$225.00						\$1,800.00
triax UU 4 @	\$150.00						\$600.00
CBR 4 @	\$550.00						\$2,200.00
Standard Proctor 4 @	\$335.00						\$1,340.00
Core Photos 29 @	\$35.00						\$1,015.00
<b>Subtotal/Lab:</b>							<b>\$11,141.00</b>

### ANALYSIS AND REPORT PREPARATION

#### Report Documents

Vicinity Map							
Site and Boring Location Plan				1	2		
Boring Logs				6	14		
Subsurface Profiles (gINT)							
Tables				4	4		

#### Analysis

Drilled Shaft Recommendations							
Settlement							
Liquefaction Assessment							
Pavement Design Considerations			2	4			
Construction Considerations			2	2			
MSE Walls - Global Stability & Bearing							
Preliminary Report							

#### Final Report Preparation

Manhours			4	8	4		
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### GEOTECHNICAL STUDY TOTAL

Manhour Total	0	0	8	36	87	0	
Hourly Fee	\$85.70	\$65.00	\$70.00	\$56.00	\$35.00	\$29.00	
Labor Fee	\$0.00	\$0.00	\$560.00	\$2,016.00	\$3,045.00	\$0.00	
<b>Subtotal Engr. Cost</b>							<b>\$5,621.00</b>

OVERHEAD RATES 1.3833 \$7,775.53

Profit 14% \$1,875.51

**PROJECT TOTAL: \$44,674.04**



Project Name: Rolla National Airport - Runway 13-31  
 Drilling Subcontractor: Geotechnology

2025 PRICING

TASK	QUANTITY	COST		EXTENSION
Mob/Demob, Local, within 60 miles one-way of Office		@ \$650.00	Lump Sum	\$0.00
Mob/Demob, Local, within 60 miles one-way of Office .....ATV Rig	1	@ \$750.00	Lump Sum	\$750.00
Mob/Demob, long dist. Each way, beyond 60 miles	140	@ \$10.00	/ mile	\$1,400.00
Daily Rig Usage Charge.....ATV	5	@ \$200.00	/ day	\$1,000.00
Daily Truck Usage Charge.....Support Truck	5	@ \$125.00	/ day	\$625.00
Fuel Charge	5	@ \$125.00	/ day	\$625.00
2-person Drill Crew		@ \$500.00	/ hour	\$0.00
Per Diem	5	@ \$470.00	/ day	\$2,350.00
Concrete coring		@ \$18.00	/ inch	\$0.00
Asphalt coring	260	@ \$18.00	/ inch	\$4,680.00
Coring Machine and Generator		@ \$125.00	/ day	\$0.00
Continuous Flight Augering ..... 0 to 50'		@ \$8.50	/ feet	\$0.00
Continuous Flight Augering .....51 to 100'		@ \$9.50	/ feet	\$0.00
Hollow Stem Augering (HSA).... 0 to 50'	290	@ \$21.00	/ feet	\$6,090.00
Hollow Stem Augering (HSA)....51 to 100'		@ \$25.00	/ hour	\$0.00
Hollow Stem Augering (HSA)....below 100'		@ quoted per	/ hour	
Hard Drilling, Fill, rubble, etc		@ \$21.25	/ feet	\$0.00
Setup to mud rotary or core	29	@ \$175.00	/ each	\$5,075.00
Mud Rotary.....0 to 50'		@ \$22.00	/ feet	\$0.00
Mud Rotary.....51 to 100'		@ \$28.00	/ feet	\$0.00
Mud Rotary, bedrock		@ \$21.25	/ feet	\$0.00
Split Spoon Sample (SS).....0 to 25'	102	@ \$20.00	each	\$2,040.00
Split Spoon Sample (SS).....25 to 50'		@ \$26.25	each	\$0.00
Split Spoon Sample (SS).....51+		@ \$50.50	/ hour	\$0.00
Split Spoon Sample (SS).....below 100'		@ quoted per	each	
Shelby Tube Sample (ST).....0 to 25'	14	@ \$65.00	each	\$910.00
Shelby Tube Sample (ST).....25' to 50'		@ \$47.00	each	\$0.00
Shelby Tube Sample (ST).....51'+		@ \$71.25	each	\$0.00
Shelby Tube Sample (ST).....below 100'		@ quoted per	each	
Setup on borings 10' or less	29	@ \$35.00	each	\$1,015.00
Asphalt repair, remove cuttings	29	@ \$75.00	each	\$2,175.00
Rock Coring.....0 to 50'		@ \$57.00	/ feet	\$0.00
Rock Coring.....51 to 100'		@ \$65.00	/ feet	\$0.00
Rock Coring.....below 100'		@ quoted per	/ feet	
Shale Coring		@ \$52.00	/ feet	\$0.00
Standby, Haul Water, Access (HAND DIG THE TOP 4 feet)	4	@ \$295.00	/ hour	\$1,180.00
Grout borings	29	@ \$8.50	/ feet	\$246.50
Piezometer Installation		@ \$190.00	/ hour	\$0.00
2" PVC SCREEN		@ \$5.50	/ feet	\$0.00
2" PVC Riser		@ \$6.30	/ feet	\$0.00
Flush mount and lock		@ \$325.00	each	\$0.00
Bumper post - 5 feet long, steel		@ \$104.50	each	\$0.00
Bentonite Chips		@ \$13.75	/ bag	\$0.00
Filter Sand		@ \$13.50	/ bag	\$0.00
Ready Mix		@ \$10.00	/ bag	\$0.00
Field Resistivity Meter		@ \$450.00	/ day	\$0.00
Local Travel		@ \$1.40	/ mile	\$0.00
2" Centrifugal Trash Pump		@ \$50.00	/ day	\$0.00
Driller PM	4	@ \$110.00	/ each	\$440.00
Utility Locate	4	@ \$45.00	each	\$180.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total \$30,781.50

**EXHIBIT IIA  
 CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED  
 PROJECTS**

**Updated June 20, 2022**

View the most current versions of these ACs and any associated changes at  
[http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/) and  
[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/).

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1M	Obstruction Marking and Lighting
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Progress
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials

150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength-PCR
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch

150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities

150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- <a href="http://www.modot.org/ecr/index.htm">http://www.modot.org/ecr/index.htm</a>

## 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.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
11. Designate contact person (see Section (23)(A)).

**EXHIBIT IV**

**DERIVATION OF CONSULTANT PROJECT COSTS**

**EXHIBIT V**

**ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

ROLLA NATIONAL AIRPORT  
VICHY, MO

DESIGN/BIDDING SERVICES  
January 13, 2026

1

**DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Practice Operations Leader	2	\$ 100.00	\$ 200.00
Prgm Dir II	8	\$ 100.00	\$ 800.00
Engineer Project Mgr IV	32	\$ 90.00	\$ 2,880.00
Quality Control Manager	36	\$ 84.00	\$ 3,024.00
Planner III	12	\$ 83.00	\$ 996.00
Geospatial Project Mgr II	16	\$ 62.00	\$ 992.00
Engineer Project Mgr II	290	\$ 62.00	\$ 17,980.00
Engineer in Training II	386	\$ 55.00	\$ 21,230.00
Eng Designer I	148	\$ 48.00	\$ 7,104.00
Project Coordinator II	82	\$ 45.00	\$ 3,690.00
Grants Administrator I	24	\$ 45.00	\$ 1,080.00
Geospatial Specialist II	32	\$ 49.00	\$ 1,568.00
Survey Field Tech III	72	\$ 38.24	\$ 2,753.28
Surveyor III	16	\$ 38.24	\$ 611.84

Total Direct Salary Costs = \$ 64,909.12

2

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 203.86% = \$ 132,323.73

3

**SUBTOTAL:**

Items 1 and 2 = \$ 197,232.85

4

**PROFIT:**

15% of Item 3 Subtotal\* = \$ 22,337.15  
\*Note: 0-15% Typical

Subtotal = \$ 219,570.00

5

**OUT-OF-POCKET EXPENSES:**

a. Survey Field Vehicle	7 Days @ \$135.00 / Day =	\$945.00
b. Lodging (Taxes & Fees included)	6 Nights @ \$125.00 / Night =	\$750.00
c. Survey Per Diem	7 Days @ \$68.00 / Day =	\$476.00
d. Survey Supplies & Equip.	6 Days @ \$150.00 / Day =	\$900.00

Total Out-of-Pocket Expenses = \$3,071.00 Not to exceed

6

**SUBCONTRACT COSTS:**

a. Geotechnical Services = \$45,000.00

= \$45,000.00 Not to exceed

7

**MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$ 267,641.00

**Actual Fee Sheet Amount due to rounding = \$267,641.00 Not to exceed**





## EXHIBIT VI

### PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

#### BASIC SERVICES

- |    |                                                                                                           |                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| A. | Preliminary Phase                                                                                         | As Required                                                                       |
| B. | Design Phase                                                                                              |                                                                                   |
| 1. | Submittal of Preliminary Design Report                                                                    | <b>(90)</b> calendar days after receipt of NTP                                    |
| 2. | Plans & Specifications                                                                                    |                                                                                   |
| a. | Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) | <b>(120)</b> calendar days after receipt of NTP                                   |
| b. | Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding              | <b>(30)</b> calendar days after receipt of review comments (MoDOT, FAA & Sponsor) |
| C. | Bidding Phase                                                                                             | As Required                                                                       |





## CITY COUNCIL AGENDA

**DEPARTMENT:** Administration

**ACTION REQUESTED:** Approval of agreement

**SUBJECT:** Lease agreement with Phelps Health for the Centre

**PREPARED BY:** Keith Riesberg, City Administrator

**ATTACHMENTS:** Proposed agreements, resolution

**(CASE/PROJECT #)**

**MEETING DATE:** January 5, 2026

---

**Overview:** The City owns and operates the recreational facility known as The Centre located at 1200 Holloway St. within Ber Juan Park. The City has negotiated an agreement with Phelps Health to lease the recreational space within The Centre, with the City retaining control over the natatorium space. The lease agreement becomes effective February 1, 2026 and will be for a period of three years, with the potential for five 1-year options to extend the lease. The rent paid by Phelps Health will be tied to the capital expense incurred by the City for replacing critical systems necessary for the operation of the recreation space. Because the City is operating the natatorium space, the utility expenses will be shared with Phelps Health until the utilities can be sub metered. Phelps Health will be purchasing all of the fixtures, furniture and equipment (FFE) within the space to be leased through an associated Transfer Agreement and a Bill of Sale Agreement. Should Phelps Health not extend or renew this lease, the FFE will revert back to the City. With the commencement of this lease the existing members of The Centre will transition their membership to Phelps Health.

**Background information:** The City owns and operates the recreational facility known as The Centre located at 1200 Holloway St. within Ber Juan Park. The facility was dedicated in 2002, and with the supporting sales tax having sunset, has required additional support from the City's general fund. The City initiated negotiations with Phelps Health to lease and operate the recreational component of The Centre. The area to be leased is approximately 45,000 sf and includes the use of the adjacent parking area. The City will retain operational control of the natatorium space and the lease agreement contemplates shared access from the building's main entrance.

The term of the lease will be for a period of three years commencing February 1, 2025. Phelps Health has the option to renew the lease for five one-year extensions. Phelps Health rent payments will commence with the date the City is expected to commence the capital improvements at the Centre. The rent to be paid by Phelps Health will be tied to the capital repairs that are required to ensure the recreational center is operational. These repairs include systems such as HVAC, water heaters and roof repairs and are estimated to cost approximately \$1.5M. The lease agreement requires the City to commence plans for the capital expenses by July 1, 2026. These improvements will benefit the

natatorium space operated by the City but do NOT include the potential capital improvements within the natatorium space which are undergoing a planning analysis.

The lease agreement calls for the utility expenses to be split between Phelps Health and the City, recognizing that the City will continue operating the natatorium space. As part of the planned capital repairs, the City anticipates submetering the utilities, at which time each party will become responsible for their own utility expense. Associated with the lease agreement are a Transfer Agreement and a Bill of Sale Agreement wherein the City will sell to Phelps Health the Furniture, Fixtures and Equipment (FFE) within the lease space that is necessary for the operation of the recreation center. In the event Phelps Health does not renew the lease or exercise the option years, the FFE will revert back to the City.

The lease agreement has the standard provisions regarding the use of the property and acknowledges the joint use of the building entrance and parking lot. The lease agreement does allow Phelps Health to install signage on the exterior of the building.

**Fiscal considerations:** The lease agreement establishes the rent to be paid by Phelps Health during its lease and ties the amount of the lease payment to the expenses associated with capital repairs required at The Centre. The rent payment is structured for Phelps Health to be covering the cost of the capital repairs. These repairs are estimated at \$1.5M and the City is required to begin these improvements by July 1, 2026. Future action will be required by the City Council to undertake these improvements.

By entering into the lease agreement, the City discontinues the operation of the recreation space which has historically required financial support from the City's General Fund. The City will continue to be responsible for the operation and expenses associated with the natatorium space.

**Recommendation:** Staff recommends entering into the agreement with Phelps Health for the lease of the recreational space within The Centre as outlined in the lease agreement.

Should the City Council choose not to enter into the lease agreement with Phelps Health, the City will continue to have operational responsibility for The Centre, which will have budgetary impacts to adopted FY 26 budget.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN AGREEMENT TO LEASE PHELPS HEALTH SPACE WITHIN THE CENTRE.

WHEREAS, the City of Rolla constructed and operates a recreational facility known as The Centre, located at 1200 Holloway Street within Ber Juan Park;

WHEREAS, the City of Rolla entered into negotiations with Phelps Health to lease the recreational space with The Centre while the City retains control over the natatorium space;

WHEREAS, the Lease Agreement with Phelps Health provides mutual benefit to the parties and the Rolla community;

WHEREAS, the City wishes to enter into the arrangement with Phelps Health as outlined in the Lease Agreement as shown in Exhibit A.

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

**Section 1:** That the Mayor is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, in substantially the same form a Lease Agreement with Phelps Health as well as the associated Transfer Agreement and the Bill of Sale Agreement, a copy of said agreements being 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 20TH DAY OF JANUARY 2026.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

---

CITY COUNSELOR

**LEASE<sup>1</sup>**

**COVER PAGE**

Parties	LANDLORD:	The City of Rolla, a Missouri municipal corporation
	TENANT:	Phelps County Regional Medical Center, a Missouri county hospital organized in accordance with Chapter 205 of the Missouri Revised Statutes
Date	DATE OF LEASE:	_____, 202__
	ADDRESS OF PREMISES:	See Site Plan attached as <u>Exhibit A</u> 1200 Holloway St, Rolla, MO 65401
1.1	DESCRIPTION OF PREMISES:	The Premises consists of approximately ____ acres of land (the " <u>Land</u> "), including all of the building located on the Land (the " <u>Building</u> ") (but excluding that portion of the Building related to a swimming pool, which portion is marked on <u>Exhibit A-1</u> (such portion being the " <u>Natatorium</u> ")), having an address of 1200 Holloway St, Rolla, MO 65401, as generally shown on the site plan attached as <u>Exhibit A-2</u> (the " <u>Site Plan</u> "), (ii) all drives, access roads, driveways, loading and parking areas and other improvements on the Land, all as depicted on the Site Plan, and (iv) all rights, easements and appurtenances pertaining to the Land and such improvements.
2.1	LEASE COMMENCEMENT DATE:	Defined in Section 2.1
	LEASE TERMINATION DATE:	The last day of the 36 <sup>th</sup> full calendar month following the Lease Commencement Date.
	INITIAL TERM:	36 months (plus any partial month immediately following the Lease Commencement Date, if applicable), as more fully described at Section 2.1.
2.3	RENEWAL OPTIONS	Five (5) periods of one (1) year each as provided in Section 2.3

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<sup>1</sup> Landlord: In a prior communication, you wondered whether this Lease needs to refer to the Transfer Agreement or to the Bill of Sale. In our view, it does not. The Transfer Agreement already "connects" this Lease to the overall transaction.

3.2 BASE RENT

See Section 3.2

RENT PAYABLE TO:

City of Rolla  
Finance Department

\_\_\_\_\_  
\_\_\_\_\_

4.1 PERMITTED USE:

A health, recreation and fitness center, together with office, administrative, health programming (including bariatric support services (including counseling and support groups)), and any other lawful uses ancillary thereto, as more particularly provided in Section 4.1

4.2 PARKING:

See Section 4.2

22.18 ADDRESSES FOR NOTICES:

LANDLORD: City of Rolla  
Attn: Keith Riesberg, City Administrator  
901 North Elm Street  
PO Box 979  
Rolla, MO 65402

With copies to: Lauber Municipal Law  
Attn: Nathan Nickolaus  
308 E. High Street, Suite 108  
Jefferson City, MO 65101

TENANT: Phelps County Regional Medical Center

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy : Lewis Rice LLC  
Attention: Aaron Pawlitz  
600 Washington Avenue, Suite 2500  
St. Louis, Missouri 63101  
E-mail: [apawlitz@lewisrice.com](mailto:apawlitz@lewisrice.com)

EXHIBITS:

Exhibit A-1 - Depiction of Natatorium  
Exhibit A-2 - Site Plan  
Exhibit B - Capital Expenses  
Exhibit C - Approved Building Signage  
Exhibit D - Terms and Conditions Regarding Natatorium

## LEASE

This Lease (“***Lease***”) is made as of February 1, 2026 (the “***Effective Date***”), between the City of Rolla, a Missouri municipal corporation (“***Landlord***”), Phelps County Regional Medical Center, a Missouri county hospital organized in accordance with Chapter 205 of the Missouri Revised Statutes (“***Tenant***”) d/b/a Phelps Health.

## RECITALS

A. Landlord is the owner of certain the Premises commonly known as The Centre and located at 1200 Holloway St, Rolla, MO 65401, as more particularly shown or described on Exhibit A attached hereto and incorporated herein.

B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant the Premises, upon the terms and conditions set forth in this Lease.

## AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

### 1. Demise.

**1.1. Premises; Possession.** As of the Effective Date, Landlord leases to Tenant and Tenant leases from Landlord the Premises. Landlord shall deliver possession of the Premises to Tenant on the Effective Date. The leasehold interest conveyed by Landlord to Tenant shall be free and clear of any encumbrances which could preclude Tenant from operating the Premises for the Permitted Use.

**1.2. Summary Terms.** All provisions of the Lease Cover Page are incorporated into this Lease; provided, however, to the extent of any conflict between the provisions of the Lease Cover Page and this Lease, this Lease shall control and govern.

### 2. Lease Commencement; Conclusion of the Initial Term; Option to Renew; Term.

**2.1. Lease Commencement; Conclusion of the Initial Term.** The Initial Term shall commence on the Effective Date (the “***Lease Commencement Date***”). If the Lease Commencement Date is the first day of a calendar month, the Initial Term shall conclude after 36 calendar months. If, however, the Lease Commencement Date is not the first day of a calendar month, then the Initial Term shall conclude on the last day of the 36<sup>th</sup> full calendar month after the Lease Commencement Date.

**2.2. Lease Year.** For purposes hereof, “***Lease Year***” means a 12-month period the first month of which commences on: (i) the Lease Commencement Date if the Lease Commencement Date is the first day of a month; or (ii) the first day of the month immediately succeeding the Lease Commencement Date if the Lease Commencement Date is not the first day of a month.

**2.3. Option to Renew.** Provided that this Lease is in full force and effect, Tenant shall have five (5) consecutive options to extend the Initial Term of this Lease each for a period of one (1) year (each, a “***Renewal Term***”), upon the same terms and conditions (except for this Section 2.3 regarding any other renewal rights) as contained in this Lease. In order to exercise any of such options, Tenant shall be required to give Landlord written notice of Tenant’s intent to exercise such option at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term.

**2.4. Term.** The “***Term***” of this Lease shall mean the Initial Term together with each Renewal Term (if any).

**3. Rent.**

**3.1. Capital Expenses.** Landlord shall, at its sole cost and expense, make the capital repairs, capital replacements, or capital improvements to the Premises set forth on Exhibit B attached hereto during the first Lease Year (collectively, the “***Capital Expenses***”). Landlord must commence such capital repairs, capital replacements, or capital improvements by July 1, 2026, and Landlord shall proceed diligently and with commercially reasonable efforts to timely complete the same, subject only to delays, beyond Landlord’s reasonable control, caused by unavailability of equipment or labor.

**3.2. Base Rent.** Commencing on the Lease Commencement Date and thereafter during the Term, Tenant agrees to pay Landlord as base rent for the Premises the lesser of (a) the actual cost of the Capital Expenses amortized monthly on a straight-line basis over a period of ten (10) years, together with interest on the unamortized balance at an annual rate of four percent (4%), or (b) \$1,500,000.00 amortized monthly on a straight-line basis over a period of ten (10) years, together with interest on the unamortized balance at an annual rate of four percent (4%) (“***Base Rent***”), payable, in advance on the first day of each calendar month during the Term of this Lease. Anything to the contrary notwithstanding, for the period beginning on the Lease Commencement Date and ending on July 31, 2026, Tenant has no obligation to pay Base Rent.

**3.3. Payment of Rent.** All Base Rent payable to Landlord hereunder, together with any other payments to be made to Landlord hereunder, is payable, in legal tender, to Landlord at the address set forth in the Lease Cover Page. Such payments are to be made without any prior demand therefor and without any deduction or setoff whatsoever except as provided elsewhere herein.

**3.4. Taxes.**

**3.4.1. Taxes Defined.** As used in this Lease, the term “***Taxes***” shall mean, as applicable to the Premises, all federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) that may at any time be assessed or levied against or with respect to the Premises attributable to the time periods of the Term. Taxes shall include taxes, fees, and charges such as real property taxes, general and special assessments, transit taxes, leasehold taxes, taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant), any government or private assessments (or the Building’s contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. Tenant and Landlord acknowledge that assessments, taxes, fees, levies, and charges may be imposed by government agencies for services such as fire protection, street, sidewalk, and road maintenance, conservation, refuse removal, and other governmental services formerly provided without charge to property owners or occupants. Tenant and Landlord intend that all new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of “Taxes” for purposes of this Lease. Notwithstanding the foregoing, the parties acknowledge that this Section 3.4.1 shall be applicable in the event the Premises or any items located therein are subject to taxation.

**3.4.2. Payment of Taxes.** As of the Effective Date the parties acknowledge and agree that Landlord and Tenant are tax exempt and do not anticipate that Taxes will be charged or assessed against the Premises or any equipment, fixtures or other items located at the Premises. However, in the event Taxes are assessed against the Premises or any equipment, fixtures or other items located at the Premises from and after the Lease Commencement Date, Landlord shall pay, prior to delinquency, all such Taxes;

*provided, however,* Tenant shall be solely responsible for paying any sales taxes or use taxes attributable to Tenant's activities at the Premises.

#### **4. Use of Premises.**

**4.1. Possession and Use.** Tenant shall have the exclusive right to occupy and use the Premises for the purposes of operating a health, recreation and fitness center, together with office, administrative, health programming (including bariatric support services (including counseling and support groups)), and any other lawful uses ancillary thereto. Landlord represents and warrants that all appropriate governmental licenses and permits for the operation of the Premises for the use set forth in this Section 4.1 have been obtained and are in good standing. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary contained in this Lease, Tenant shall be responsible for and pay when due, the operational expenses associated with the services it provides at the Premises, but no expense that, under this Lease, is an obligation of Landlord, shall be deemed to be "an operational expense associated with the services Tenant provides at the Premises."

**4.2. Parking.** Tenant shall have the exclusive right to use of all parking lots, parking areas, and parking facilities located on the Land, except that users of the Natatorium may also, on a non-exclusive basis, use such lots, areas, and facilities, in each case only in connection with their appropriate use of the Natatorium or other City uses as may be established in the future within the Natatorium space.

**4.3. Code Compliance.** Landlord shall, at its sole cost and expense, comply or cause the Premises to comply with all applicable laws now in force or which may hereafter be in force including the Americans with Disabilities Act, as amended from time to time, and all regulations promulgated thereunder, enacted or imposed by any governmental unit. Landlord, at Landlord's sole expense, shall promptly make all repairs, replacements, alterations, or improvements, retrofitting, or remediation needed to comply with all laws. Notwithstanding the foregoing, Tenant shall, at its sole cost and expense, cause the Premises to comply with any applicable laws to the extent such compliance is necessitated by Tenant's particular use of, Alterations (as such term is defined at Section 8.1.1) to, or programs or activities conducted at, the Premises.

**4.4. Right of Entry.** Notwithstanding Tenant's use of the Premises, Landlord or its representatives may enter the Premises upon written notice of not less than three (3) business days to Tenant (except in the case of an emergency in which case no notice is required), for the purpose of: (i) inspecting the Premises; (ii) performing Landlord's obligations under the Lease; or (iii) performing any work which Landlord elects to reasonably undertake for the safety, preservation, benefit or welfare of the Premises. Landlord's right of entry under this Section 4.4 does not constitute an eviction of Tenant, in whole or in part, and no Rent or other amounts payable hereunder will be reduced or abated, in whole or in part, as a result of Landlord exercising its right of entry hereunder. Anything to the contrary notwithstanding, nothing in this Section 4.4 diminishes the ingress and egress right, as to users of the Natatorium, set forth in Section 1 of Exhibit D.

**5. Utilities.** Landlord shall directly pay all charges for gas, electricity, water, sewer, trash pick-up, telephone and telecommunications service and other utilities now or hereafter used or consumed upon or in the Premises during the Term, as and when such charges become due and payable (the "Utility Costs"). Tenant will reimburse Landlord for fifty percent (50%) of the Utility Costs within thirty (30) days after receiving Landlord's invoice therefor, together with reasonably detailed backup documentation evidencing such paid costs, until such time as the utility submeter(s) contemplated by this Section have been installed and are operational (and, from and after such point, Tenant shall not reimburse Landlord fifty percent (50%) of the Utility Costs but, instead, shall only be responsible for those Utility Costs documented by the submeter(s) for the Premises (and not for the Natatorium)). For the avoidance of doubt, Tenant shall have

no responsibility for the costs of utilities consumed upon or in the Natatorium, which costs shall be Landlord's sole responsibility. Landlord shall, as contemplated by Exhibit B, provide and install (at Landlord's sole cost) one or more submeters so that the utility usage of the Premises can be determined independent of the utility usage of the Natatorium.

## **6. Repairs and Maintenance.**

**6.1. Tenant's Obligations.** Except as provided below as being Landlord's responsibility, Tenant, at its sole cost and expense, shall maintain the interior, nonstructural elements of the Premises, in good repair and condition, reasonable wear and tear and loss due to casualty or condemnation excepted, provided that Tenant shall not be required to perform any upgrades or deliver the Premises in any better condition than was delivered to Tenant on the Lease Commencement Date. Tenant shall cause janitorial work to be performed for the entire Building (meaning, for the avoidance of doubt, the Premises and the Natatorium); *provided that* Landlord hereby agrees to pay Tenant an amount attributable to the cost of performing janitorial services for the Natatorium, which amount shall be reasonably determined by Tenant and thereafter billed to Landlord. Tenant shall also be responsible for maintaining the landscaping surrounding the Building, the grass within the parking lot, and the exterior windows of the Building, HVAC filters and other minor items and Landlord hereby agrees that Tenant may, if it desires, subcontract out any of Tenant's janitorial, maintenance, repair, or replacement obligations arising under this Lease (including to a management company) if Tenant desires to do so. Notwithstanding anything herein to the contrary, Tenant shall only be responsible for the ordinary and routine maintenance of the foregoing, and in no event shall Tenant be responsible for repairs that are attributable to structural defects in the Building. Tenant shall make all reasonable efforts to coordinate with the Landlord during construction of the capital items detailed in Exhibit B. Tenant shall have no rights for claims for complying with this provision. Tenant hereby agrees that it, and not Landlord, shall bear the burden for removing snow and ice from the sidewalks (and, only if Tenant elects to do so, the drives and/or the parking lot) on the Land.

**6.2. Landlord's Obligations.** Except as provided in Section 6.1 as being Tenant's responsibility, Landlord, at its sole cost and expense, shall repair and maintain, including replacements, (i) the roof system (including the roof membrane, frame, decking, gutters, and downspouts) of the Building, (ii) all structural and exterior components of the Building, (iii) the foundation and floor slab of the Building, (iv) all boilers, plumbing, sewage, septic, water, water softener, hot water, HVAC, security, alarm, elevator, fire suppression systems, mechanical and other fixtures and equipment now in place or hereafter installed at Landlord's expense, (v) all utility lines, (vi) all driveways, parking areas, sidewalks, landscaped areas (including the grass surrounding the Building), or other outdoor components of the Premises, including parking lot lighting and lighting on the exterior of the Building, and (vii) all other components of the Premises for which responsibility has not otherwise been specifically delegated to Tenant, in good order, condition and repair and in at least as good order, condition and repair as they are in on the Lease Commencement Date or may be put in during the Term, and shall make all repairs and replacements and to do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen, excepting maintenance and repairs made necessary by the negligent acts or omissions of Tenant, which shall be Tenant's responsibility to correct. Landlord hereby agrees to promptly (though subject to the remainder of this sentence) remove snow and ice from the drives and the parking lot on the Land; *provided that* for so long as Landlord is the City of Rolla, Missouri, Landlord may in its sole discretion determine how to prioritize its snow and ice removal obligations across the entire City of Rolla, Missouri and remove the snow and ice on the Land in accordance with such determination.

Landlord shall make all reasonable efforts to coordinate with the Tenant during construction of the capital items detailed in Exhibit B. Landlord will work to ensure minimal disruptions during this construction.

## **7. Insurance; Release.**

### **7.1. Landlord's Insurance.**

**7.1.1.** Landlord, at its sole cost and expense, shall maintain (a) insurance for the Building, providing protection against any peril generally included within the classification "special form coverage" in the geographic area in which the Land is located, and (b) commercial general liability insurance with coverage for liability assumed in an insured contract and with coverage limits of not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate, insuring Landlord against claims, demands or actions for injury or death or property damage in or about the Premises and the Natatorium. Landlord, subject to availability thereof, shall further procure, if Landlord deems it reasonably appropriate, coverage against flood, environmental hazard, earthquake, loss or failure of building equipment, and rental loss during any period of repairs or rebuilding. Such insurance need not cover any improvements installed by Tenant at the Premises (including any Alterations).

**7.1.2.** The commercial general liability insurance maintained by Landlord pursuant to Section 7.1.1 shall (i) include Tenant as an additional insured, and (ii) shall be written as a primary policy with respect to Landlord's obligations under Section 6.2, not contributory with or secondary to coverage that Tenant may carry. Landlord shall provide to Tenant, upon the execution of this Lease and at any other time within fifteen (15) business days of Landlord's receipt of a written request from Tenant, a certificate of insurance evidencing the insurance coverage required under Section 7.1.1.

### **7.2. Tenant's Insurance.**

**7.2.1.** From and after the Lease Commencement Date, Tenant will procure and maintain, at its own cost and expense, (a) commercial general liability insurance with coverage for liability assumed in an insured contract and with coverage limits of not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate, insuring Tenant against claims, demands or actions for injury or death or property damage in or about the Premises; (b) property insurance covering any peril generally included in the classification "special form coverage" covering any Alterations in an amount not less than the full replacement cost, including coverage against loss of business income, vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage, and boiler and pressure vessel insurance; (c) business interruption and loss of rental income insurance; and (d) workers' compensation insurance in the amount required by the State in which the Premises is located for the benefit of Tenant's employees.

**7.2.2.** All such insurance maintained by Tenant pursuant to Section 7.2.1 will include Landlord as additional insured(s) (with the exception of workers' compensation and property/business interruption insurance), and the interests of any mortgagee is to be insured under a standard mortgagee clause. All commercial general liability insurance, property damage or other casualty policies shall be written as primary policies, not contributory with or secondary to coverage that Landlord may carry, except to the extent expressly provided otherwise in Section 7.1.2. Tenant shall provide Landlord with thirty (30) days' notice in the event of policy cancellation. Within fifteen (15) business days of Tenant's receipt of a written request from Landlord, Tenant shall provide Landlord with a certificate of insurance evidencing the insurance coverage required under Section 7.2.1. Tenant must also provide Landlord with a certificate of insurance evidencing a new policy with at least the same coverage no less than 15 days after the expiration of the old policy.

**7.3. Mutual Waivers of Subrogation Rights.** Notwithstanding anything herein to the contrary, Landlord and Tenant, respectively, and all parties claiming under either of them hereby mutually

waive any rights, including rights of subrogation, each may have against the other party, for compensation of any loss or damage occasioned to Landlord or Tenant, as applicable, arising from any risk covered by the “special form coverage” insurance required to be carried by Landlord and Tenant, respectively, pursuant to this Section 7. The foregoing waivers shall be operative only so long as available in the state where the Land is located. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease. Landlord and Tenant further agree to evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate such insurance or to prevent the insured from recovering under such insurance.

## **8. Tenant’s Improvements.**

### **8.1. Leasehold Improvements.**

**8.1.1. Alterations.** Tenant may remodel, improve, perform any construction work or other work, or otherwise enhance the Premises (any of the foregoing being an “Alteration”) during the Term in accordance with the terms and conditions further below in this Section 8.1.1 of this Lease. Any Alteration made by Tenant, and not, prior to the conclusion of the Term, removed by Tenant, becomes the property of Landlord at the conclusion of the Term.

**8.1.2. Landlord’s Approval Rights.** Tenant shall promptly notify Landlord of any material completed Alteration. Notwithstanding anything contained herein, Tenant may, without Landlord’s approval or consent, undertake, perform, or cause to be performed any Alteration other than a Structural Alteration. Tenant shall not undertake, perform, or cause to be performed any Structural Alteration without first obtaining Landlord’s prior written consent, which Landlord hereby agrees will not be unreasonably withheld, conditioned, or delayed. Anything to the contrary notwithstanding, in the event Landlord fails to respond to a request for such consent within seven (7) days of receipt of Tenant’s request, Landlord’s consent shall be deemed given. A “Structural Alteration” is any Alteration (other than solely cosmetic Alterations) to the Building’s foundation, load-bearing pillars, load-bearing walls, or roof.

**8.1.3. Performance of Alterations.** All Alterations are to be performed by licensed and insured contractors or workmen. Tenant, prior to commencing any Alterations, must: (i) secure all licenses and permits necessary therefor and (ii) cause each contractor to: (a) carry workmen’s compensation insurance in statutory amounts covering all the contractor’s and subcontractor’s employees and comprehensive public liability insurance and property damage insurance with such limits as Landlord may reasonably require; and (b) promptly after Landlord’s written request, deliver to Landlord copies of certificates of all such insurance. Tenant must provide Landlord drawings of any Alterations (other than solely cosmetic Alterations) made by Tenant, which drawings are to faithfully depict the location of all such Alterations, including wall and door locations, electrical services and mechanical systems. All improvements by Tenant hereunder must be consistent with applicable laws, including the City of Rolla Municipal Code. All such work must be done in a good and workmanlike manner and be diligently prosecuted. Tenant agrees that any Functionality Alterations made by Tenant must be removed at the end of the Term or earlier termination of this Lease, unless written approval of non-removal is given by Landlord. A “Functionality Alteration” is any Alteration (other than solely cosmetic Alterations) to the Building which materially and adversely affects the Building’s functionality as a health, recreation and fitness center existing on the Lease Commencement Date (e.g., removal of the basketball court).

**8.2. Mechanic’s Liens.** Tenant may not suffer any mechanic’s or materialmen’s lien to be filed against any portion of the Premises by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding any part of the Premises under Tenant. If any such lien is at any time so filed, Tenant must promptly commence to cause such lien to be released of record.

## **9. Casualty and Eminent Domain.**

**9.1. Casualty.** If no more than ten percent (10%) of any portion of the Premises or parking areas are damaged or destroyed by fire or other casualty, Landlord shall repair or restore the Premises with reasonable diligence and within one hundred eighty (180) days after the date of such partial destruction or damage to the condition the Premises and/or parking areas were in immediately preceding the occurrence of such damage or destruction.

**9.2. Major Destruction.** Notwithstanding anything contained herein to the contrary, in the event more than ten percent (10%) of the Premises are damaged by fire or other casualty resulting in the Premises being untenable in a substantial manner, as reasonably determined by Tenant, then, in such event, Base Rent shall abate from the date of such casualty until Landlord repairs or restores the Premises to the condition the Premises and/or parking areas were in immediately preceding the occurrence of such damage or destruction. In the event the restoration period exceeds one hundred eighty (180) days after the date of such damage or destruction, Tenant shall have the option to terminate this Lease by delivering sixty (60) days' written notice to Landlord.

### **9.3. Eminent Domain.**

**9.3.1. Results of a Taking.** If 10% or less of the square footage of the Premises is taken by any public or quasi-public authority under the power of condemnation, eminent domain or expropriation, or in the event of a conveyance subsequent to the commencement of an action under such power, of such part of the Premises or parking area in lieu thereof, this Lease shall terminate as of the date of vesting of title on such taking (hereinafter the "**Date of Taking**") only in respect of the part so taken or conveyed. If more than 10% of the square footage of the Premises or parking area is so taken or conveyed, this Lease terminates only in respect of the part so taken or conveyed as of the Date of Taking, but, if in Tenant's reasonable judgment, the remaining part creates health and/or safety concerns affecting the operation of the Premises, substantially interferes with the operation of the Premises or parking area, or is not suitable for Tenant's continued occupancy for the uses and purposes for which leased, to terminate this Lease as to the remaining part upon written notice given to Landlord within ninety (90) days after the Date of Taking, such termination to be effective ninety (90) days after the date of Tenant's notice to Landlord.

**9.3.2. Awards and Compensation.** All awards and compensation for any such taking or conveyance of the Premises or parking area shall be allocated as follows:

- (a) Landlord shall be entitled to claim and recover from the condemning authority the value of the fee estate of the Premises, but excluding the items listed in 9.3.2(b) hereinafter, provided, however, such recovered amounts (i) shall first be paid to Tenant to satisfy any liability of Landlord under this Lease, and (ii) Landlord shall be entitled to the balance of the recovered amounts following any such payment to Tenant.
- (b) Tenant shall be entitled to claim and recover from the condemning authority an amount equal to the value of its leasehold interest, goodwill, lost profits or business interruption.

## **10. Representations and Warranties.**

**10.1. Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord to the best of its knowledge:

**10.1.1. Organization.** Tenant is duly organized, validly existing and in good standing under the laws of the State of Missouri.

**10.1.2. Authorization.** Tenant has the full power and authority to enter into this Lease, to consummate the transactions contemplated to be consummated by Tenant hereby and to perform its obligations hereunder. The execution, delivery and performance of this Lease by Tenant and the consummation by Tenant of the transactions contemplated to be consummated by Tenant hereby have been duly authorized and approved by all requisite action on the part of Tenant. This Lease has been duly executed and delivered by Tenant, and this Lease constitutes Tenant's valid and binding obligation, enforceable against Tenant in accordance with its terms. Tenant has all requisite power and authority and the legal right to own, pledge, mortgage and operate its properties, to lease the property it operates under lease and to conduct its business as now conducted.

**10.1.3. Consents and Approvals.** Any consent, approval or authorization or declaration, filing or registration with any governmental or regulatory authority required to be obtained by Tenant in connection with the execution, delivery and performance of this Lease by Tenant or the consummation by Tenant of the transactions contemplated to be consummated by Tenant hereby has been obtained.

**10.2 Landlord's Representations and Warranties.** Landlord represents and warrants to Landlord to the best of its knowledge:

**10.2.1. Organization.** Landlord is a political subdivision of the State of Missouri duly organized, validly existing and in good standing under the laws of the State of Missouri.

**10.2.2. Authorization.** Landlord has the full power and authority to enter into this Lease, to consummate the transactions contemplated to be consummated by Landlord hereby and to perform its obligations hereunder. The execution, delivery and performance of this Lease by Landlord and the consummation by Tenant of the transactions contemplated to be consummated by Landlord hereby have been duly authorized and approved by all requisite action on the part of Landlord. This Lease has been duly executed and delivered by Landlord, and this Lease constitutes Landlord's valid and binding obligation, enforceable against Landlord in accordance with its terms. Landlord has all requisite power and authority and the legal right to own, pledge, mortgage and operate its properties, to lease the property it operates under lease and to conduct its business as now conducted.

**10.2.3. Consents and Approvals.** Any consent, approval or authorization or declaration, filing or registration with any governmental or regulatory authority required to be obtained by Landlord in connection with the execution, delivery and performance of this Lease by Landlord or the consummation by Landlord of the transactions contemplated to be consummated by Landlord hereby has been obtained.

## **11. Environmental Compliance.**

**11.1. Definitions.** For purposes of this Lease, the term "***Hazardous Materials***" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, corrosive, a contaminant, or a pollutant, including petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act; and in the regulations adopted, published and/or promulgated pursuant to said laws, and in any other environmental law, regulation or ordinance now existing or hereinafter enacted, including those relating to biomedical and infectious waste (collectively, "***Hazardous Materials Laws***").

**11.2. Indemnity.** Landlord shall, at that its sole expense and with counsel reasonably acceptable to Tenant, to the fullest extent allowed by law indemnify, defend, and hold harmless Tenant and its party's members, trustees, directors, officers, employees, partners, affiliates, agents, and successors with respect to all losses arising out of or resulting from the release of any Hazardous Materials in, on, under or about the Premises, or the violation of any Hazardous Materials Laws, by Landlord or Landlord's agents, assignees, subtenants, contractors, or invitees. This indemnification includes all losses, costs of characterization, costs of removal, remedial actions, repairs, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or earlier termination of this Lease.

**11.3 Representations and Warranties of Landlord.** Landlord hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Premises, (b) Landlord has provided Tenant with a copy of all tests and reports that Landlord has conducted prior to the date of this Lease which relate to the existence of Hazardous Materials, and (c) Landlord has not received any notices or other notifications from any governmental entity that the Premises is in violation of any environmental law. In the event that a Hazardous Materials of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the Premises, then so long as the presence of such Hazardous Materials is not the fault of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Hazardous Materials Laws.

**11.4 Notification to Other Party.** During the Term, if either Landlord or Tenant becomes aware of (a) any release of any Hazardous Materials on, under, or about the Premises or (b) any investigation, proceeding, or claim by any governmental agency regarding the presence of Hazardous Materials on, under, or about the Premises, that party shall give the other party written notice of the release or investigation within three (3) business days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

## **12. Defaults.**

**12.1 Tenant's Default.** The occurrence of any one or more of the following events, acts or occurrences constitutes an event of default by Tenant ("**Tenant Default**") hereunder:

**12.1.1. Failure to Perform.** Tenant fails to perform any covenant, agreement, condition, rule or regulation herein contained or provided for, or hereafter established, for more than sixty (60) days after Landlord gives Tenant written notice of such failure. If the cure of the noticed default is not capable of being completed within sixty (60) days, or in the event of force majeure, Tenant's failure to perform shall not constitute a Tenant Default if Tenant has taken steps to cure the failure within sixty (60) days and is diligently pursuing completion of cure; or

**12.1.2. Bankruptcy.** The entry of a decree or order by a court adjudging Tenant bankrupt or insolvent, or approving a properly filed petition seeking reorganization, arrangement, adjustment or composition of or in respect of Tenant under the federal bankruptcy code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee or other similar official for Tenant; or the initiation by Tenant of proceedings to be adjudicated as bankrupt or insolvent or the consent by its initiation of bankruptcy or insolvency proceedings against or the filing by it of a petition or answer or consent seeking reorganization or relief under the federal bankruptcy code or any other applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee

or other similar official for Tenant, or a substantial part of its property, or the making by it of an assignment for the benefit of creditors generally, or the admission by it in writing of its inability to pay its debts as they become due, upon notice to Tenant.

**12.2 Landlord's Default.** The occurrence of any one or more of the following events, acts or occurrences constitutes an event of default by Landlord ("***Landlord Default***") hereunder:

**12.2.1 Failure to Perform.** Landlord's failure to perform any of its obligations under this Lease shall constitute a default by Landlord under the Lease if the failure continues for thirty (30) days after written notice of such default from Tenant to Landlord. If the cure of the noticed default cannot be completed within sixty (60) days, Landlord's failure to perform shall not constitute a default under this Lease if Landlord has taken steps to cure the failure within sixty (60) days and is diligently pursuing completion of cure; or

**12.2.2 Bankruptcy.** The entry of a decree or order by a court adjudging Landlord bankrupt or insolvent, or approving a properly filed petition seeking reorganization, arrangement, adjustment or composition of or in respect of Landlord under the federal bankruptcy code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee or other similar official for Landlord, or a substantial part of the Premises; or the initiation by Landlord of proceedings to be adjudicated as bankrupt or insolvent or the consent by its initiation of bankruptcy or insolvency proceedings against or the filing by it of a petition or answer or consent seeking reorganization or relief under the federal bankruptcy code or any other applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee or other similar official for Landlord, or a substantial part of the Premises, or the making by it of an assignment for the benefit of creditors generally, or the admission by it in writing of its inability to pay its debts as they become due, upon notice to Landlord; or

### **13. Remedies.**

**13.1. Landlord's Remedies for Tenant Default.** Upon the happening of a Tenant Default, Landlord has the following rights and remedies:

**13.1.1. Right of Re-Entry.** Without terminating this Lease, Landlord by giving Tenant written notice thereof has the right to terminate Tenant's right to possess the Premises and re-enter and take possession of the Premises. In furtherance of such right, Landlord has the right to re-enter or repossess the Premises, either by force, summary proceeding, or surrender, and dispose of and remove therefrom Tenant, or other occupants thereof, and their effects at the Premises. Landlord may do the above without resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

**13.1.2. Right to Terminate.** Landlord may exercise its right to re-enter under Section 13.1.1 or take possession pursuant to legal proceeding or pursuant to any notice provided for by law, and terminate this Lease by giving written notice thereof to Tenant.

**13.1.3. Self Help.** If Tenant, following thirty (30) days' written notice from Landlord, refuses or neglects to perform any act for which Tenant is responsible under this Lease, Landlord has the right (but is not obligated), upon giving Tenant reasonable written notice of not less than ten (10) business days of Landlord's election to do so including in the case of an Event of Default) to perform on behalf of Tenant. In so doing, Landlord may make any reasonable payment of money or perform any other reasonable act. All reasonable sums so paid by Landlord and all incidental and reasonable costs and expenses incurred in connection with the performance of any such reasonable act by Landlord is Additional Rent and is payable to Landlord within thirty (30) days of Tenant's receipt from Landlord of an invoice and

written documentation supporting the same. Landlord may exercise the foregoing rights without waiving any of its other rights against Tenant or without releasing Tenant from any of its obligations under this Lease.

**13.2 Tenant's Remedies for Landlord Default.** Upon the happening of a Landlord Default, Tenant has the following rights and remedies:

**13.2.1 Right to Terminate.** Terminate this Lease by giving written notice thereof to Landlord.

**13.2.2 Self Help.** In the event of a default of this Lease by Landlord, Tenant shall have the right, without waiving any claim of damages for breach of this Lease, at any time thereafter to cure such default for the account of Landlord. In exercising its self help rights pursuant to this Section 13.2.2, Tenant shall have the right to use contractors of its choosing. Any reasonable amount paid or any liability reasonably incurred by Tenant in exercising its self help rights pursuant to this Section 13.2.2 shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore within ten (10) days of Tenant's submission of invoices and proof of Tenant's payment of such invoices. In the event that Landlord fails to reimburse Tenant as provided herein, such failure shall be considered a material breach of this Lease and Tenant shall be reimbursed for the full cost incurred in curing Landlord's default. Tenant may exercise the foregoing rights without waiving any of its other rights against Landlord or without releasing Landlord from any of its obligations under this Lease.

**14. Reserved.**

**15. Surrender of Premises; Holding Over.**

**15.1. Surrender of Premises.** At the expiration of the Term or earlier termination of this Lease, Tenant must quit and surrender the Premises, together with all keys and combinations to locks, to Landlord, broom-clean, free of any disrepair that is the obligation of Tenant hereunder to make, and in the same condition as delivered to Tenant, reasonable wear and tear excepted, and damage caused by acts of God, Landlord, casualties, and/or condemnation, and subject to any Alterations installed by Tenant. Tenant may not remove from the Premises any property that is or becomes Landlord's pursuant to this Lease, unless Landlord notified Tenant in writing at the time any such improvements or Alterations were made that Tenant would be required to remove the same at the end of the Term or earlier termination of this Lease. Any property of Tenant left in the Premises after expiration or earlier termination of this Lease will be deemed abandoned and may be disposed of by Landlord as Landlord reasonably deems expedient in compliance with applicable law.

**16. Indemnity.** Except as otherwise set forth in this Lease, Landlord agrees to the fullest extent allowed by law to defend, pay, indemnify and hold free and harmless Tenant from and against any and all claims, costs and expenses, including reasonable attorney's fees for the defense thereof, demands, damages, fines, suits, actions, proceedings, liabilities, losses, orders, decrees and judgments, of any kind or nature by or in favor of anyone whomsoever and from and against any and resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, from or on account of any occurrence in, upon, at, or from Landlord's conduct, management of Landlord's business, construction of improvements by Landlord, breach of any of the terms and conditions of this Lease, from the Building, the Land, or the Natatorium, or caused by Landlord or Landlord's employees, agents, contractors or representatives. Notwithstanding anything to the contrary contained herein, (a) the foregoing provision shall not be construed to hold Landlord responsible for any loss, damage, liability or expense resulting from injuries to the extent due to the negligence or willful misconduct of Tenant or Tenant's officers, employees, agents, or contractors and (b) as to any matter as to which Landlord, in the first sentence of this Section, agreed to indemnify, if such matter relates to the Natatorium, as between Landlord and

Tenant, the presumption shall be that Landlord (and not Tenant) bears liability for such matter. In case of any action or proceeding brought against Tenant by reason of such claim as is described in the initial sentence of this paragraph, Landlord, upon written notice from Tenant, covenants to defend such action or proceeding by counsel reasonably acceptable to Tenant. The obligations of the parties under this Section 16 survive the expiration or earlier termination of this Lease.

**17. Assignment and Subletting.** Tenant may not assign or transfer its interest in this Lease, or sublet or permit the use by others of the Premises, or any part thereof, without in each instance the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant shall be permitted, without Landlord's consent, to assign or transfer its interest in this Lease to, or sublet or permit the use by others of the Premises, or any part thereof, by (a) any affiliate of Tenant, or (b) any entity into or with which Tenant is merged, converted or consolidated. Landlord shall provide notice to Tenant of any notices given to any assignee or subtenant.

**18. Quiet Enjoyment.** Tenant may peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person lawfully claiming by, through or under Landlord.

**19. Signs.** Subject to Landlord's prior written approval (which shall not be unreasonably withheld, conditioned, or delayed), Tenant shall have the right to erect and install such signs as Tenant may desire upon the exterior of the Premises and the park surrounding the Premises. Landlord agrees to respond to any sign approval request from Tenant within fifteen (15) days after Landlord's receipt of such request. If Landlord fails to approve or reject Tenant's proposed signage in writing within such fifteen (15)-day period, Landlord's approval will be deemed given. Notwithstanding anything herein to the contrary, Landlord hereby approves Tenant's signage depicted on Exhibit C attached hereto, which signage shall be installed on the exterior of the Building. At the expiration of the Term, Tenant shall remove such signs.

**20. Right of First Refusal; Sale of Premises.**

**20.1. Right of First Refusal.** Landlord hereby grants to Tenant a right of first refusal (the "***Right of First Refusal***") to acquire the Land and the Building (including, for the avoidance of doubt, the Premises and the Natatorium). If Landlord receives an offer from an unaffiliated third party to purchase the Premises on terms acceptable to Landlord, Landlord will first offer Tenant the right to purchase the Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase. The offer will include the price (the "***Offering Amount***"), payment terms, conditions of title, costs of escrow and other relevant terms. Tenant will have thirty (30) days after receipt of the notice to exercise its right to purchase by providing written notice to Landlord. If Tenant exercises the Right of First Refusal, the closing will occur within thirty (30) days after the date of Tenant's notice. If Tenant does not elect to accept the offer or fails to provide notice within the thirty (30) day period, Landlord may sell the Premises to a third party on substantially the terms and conditions provided in Landlord's notice to Tenant. If Landlord does not complete the sale on substantially the terms in the notice to Tenant (for not less than ninety-five percent (95%) of the Offering Amount) in one hundred eighty (180) days, and if Landlord determines again that Landlord desires to offer the Premises for sale, Landlord must again comply with the terms of this Section 20.1. Upon execution of this Lease, Landlord and Tenant shall execute, acknowledge before a notary public, deliver and record in the records of the county in which the Premises is located, a memorandum of the Right of First Refusal described in this Section 20.1.

**20.2 6(f) Conversion.** Landlord has advised Tenant that (i) Landlord acquired or developed the Premises with funding provided through the Land and Water Conservation Fund Act of 1965, as amended (the "***LWCF Act***"), (ii) Landlord obtained an amendment to a certain project agreement allowing for the construction of the Building, and (iii) pursuant to the LWCF Act, (a) the Premises shall maintain a similar use and not be converted to any use other than public outdoor recreation uses without the approval of the

United States Secretary of the Interior, and (b) if such conversion is so approved by the United States Secretary of the Interior, the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location is required (collectively, the “**6(f) Conversion**”). In the event Tenant exercises the Right of First Refusal and the same triggers any obligations to perform a 6(f) Conversion, Landlord covenants to perform and satisfy, at its sole cost and expense, and to Tenant’s reasonable satisfaction, all requirements under the LWCF to accomplish such 6(f) Conversion.

## **21. Miscellaneous.**

**21.1. Accord and Satisfaction.** All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law. In no event shall the provisions of this Section 21.1 limit, hinder or otherwise prevent Tenant from exercising any of its offset rights pursuant to the terms of this Lease.

**21.2. Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Lease, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by Landlord and Tenant.

**21.3. Approvals and Consents.** If any provision hereof requires the approval or consent of any party to any act or omission, such approval or consent is not to be unreasonably withheld or delayed or conditioned except as set forth herein.

**21.4. Brokerage Fees.** Landlord and Tenant each represents to the other that it has had no dealings with any broker, agent or finder in connection with this transaction. Each party agrees to indemnify and hold the other party harmless from and against any and all claims of brokers, agents or other persons claiming through such party, seeking a commission or other form of compensation with regard to this Lease transaction. This indemnification shall survive the expiration or earlier termination of this Lease.

**21.5. Captions.** Captions contained in this Lease have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision hereof.

**21.6. Confidentiality.** Landlord and Tenant shall each use its best efforts to hold the terms of this Lease in confidence, and will not disclose same to any person other than to (i) such party’s affiliates and their respective directors, officers, employees, lenders, accountants, attorneys, advisers, consultants, and other third parties working with Tenant or Landlord in connection with this Lease and who need to know such information for the purpose of advising the party or consummating this transaction, or (ii) as required by law. This confidentiality obligation will not be applicable to disclosure of information necessary to enforce any provisions of this Lease or with respect to any party’s compliance with Missouri Sunshine Law, Mo. Rev. Stat. § 610.010, *et seq.*

**21.7. Construction.** Unless the context of this Lease clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person include such person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Lease; (iii) references to one gender include all genders; (iv) “including” is not limiting; (v) “or” has the inclusive meaning represented by the phrase “and/or”; (vi) the words “hereof”, “herein”, “hereby”, “hereunder” and similar terms in this Lease refer to this Lease as a whole and not to any particular provision of this Lease; (vii) section, clause and Exhibit references are to this Lease unless otherwise specified; (viii) reference to

any agreement (including this Lease), 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 and, if applicable, the terms hereof; and (ix) general or specific references to any law mean such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

**21.8. Authority.** Landlord and Tenant each warrant and represent to each other that the individuals executing this Lease are duly authorized to execute and deliver this Lease and, once fully executed and delivered, this Lease constitutes a valid, legal and binding obligation enforceable in accordance with the terms and conditions contained herein.

**21.9. Counterparts.** This Lease may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

**21.10. Entire Agreement.** This Lease constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written.

**21.11. Exhibits.** All of the Exhibits attached to this Lease are deemed incorporated herein by reference.

**21.12. Failure or Delay.** No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

**21.13. Further Assurances.** The parties will use commercially reasonable efforts to cooperate with the other party to execute and deliver such further commercially reasonable instruments and do such reasonable acts and things as may be reasonably necessary to carry out the intent and purpose of this Lease.

**21.14. Governing Law.** This Lease and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

**21.15. Venue.** ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS LEASE SHALL BE INSTITUTED IN THE CIRCUIT COURT LOCATED IN THE COUNTY WHERE THE PREMISES IS LOCATED, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**21.16. Legal Fees.** Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Lease and the transactions contemplated hereby are to be paid by the party incurring such costs and expenses. In the event any party brings suit to construe or enforce the terms hereof,

or raises this Lease as a defense in a suit brought by another party, the prevailing party, as determined by the court, is entitled to recover its reasonable attorneys' fees and expenses.

**21.17. No Option.** The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon the execution and delivery thereof by Landlord and Tenant.

**21.18. Notices.** All notices required or permitted by any provision of this Lease shall be given or made: (i) via United States mail, certified mail with postage prepaid; (ii) via nationally recognized overnight courier services; or (iii) via electronic mail, and are effective on the earlier of the date of delivery or the date of first attempt to deliver (if delivery is refused) (provided, that, with respect notices given via electronic mail, such notices shall be effective when sent so long as the sender does not receive email notification of failed transmission or delivery and the email addresses were entered correctly) and in each case addressed as set forth on the Lease Cover Page, or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section 22.18.

**21.19. Remedies Cumulative.** Each and every right granted hereunder and the remedies provided for under this Lease are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity or otherwise.

**21.20. Severability.** Any provision of this Lease which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

**21.21. Successors and Assigns.** All provisions of this Lease are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

**21.22. Third-Party Beneficiary.** This Lease is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Lease.

**22. No Recording.** This Lease shall not be recorded but, at the request of the other party, Landlord and Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease. The costs of recording any memorandum of lease shall be borne by the party requesting its execution.

**23. Natatorium.** The terms and conditions set forth on Exhibit D attached hereto are incorporated herein by this reference.

**24. HIPAA Compliance Provision.** Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("**HIPAA**"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord in this Lease to enter the Premises, except for an emergency entry into the Premises taken pursuant to such Sections or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are stored.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Landlord and Tenant have caused their duly authorized representatives to execute this Lease as of the Effective Date.

LANDLORD:

THE CITY OF ROLLA,  
a Missouri municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

PHELPS COUNTY REGIONAL MEDICAL  
CENTER, A MISSOURI COUNTY HOSPITAL  
ORGANIZED IN ACCORDANCE WITH  
CHAPTER 205 OF THE MISSOURI REVISED  
STATUTES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A-2**

Site Plan



## **EXHIBIT B**

### Capital Expenses

Landlord shall repair and replace, so that each of the following is in good working condition and order, and subject to no known defects, each of the following:

1. All HVAC units providing heating and air conditioning to the Building (two on the roof of the Building and one on the ground near the Building);
2. All controllers in, or supporting, the Building;
3. The roof of the Building;
4. All of the Building's water softeners;
5. All of the Building's water heater/boiler;
6. All submeters needed in the Building to accomplish the segregation of utility usage contemplated by this Lease.

**EXHIBIT C**

Approved Building Signage

See attached.<sup>2</sup>

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<sup>2</sup> Landlord: Tenant will provide its proposed Exhibit prior to finalization and signature of this Lease.

## **EXHIBIT D**

### Terms and Conditions Regarding Natatorium

1. Tenant hereby grants to Landlord the non-exclusive right for users of the Natatorium authorized by City to (a) enter and exit the Building via the main points of ingress/egress reasonably designated by Tenant, (b) travel by foot to and from the Natatorium or to the Building locker room appropriate for such user, via the hallways, stairway(s), or elevator reasonably designated by Tenant, (c) appropriately use such locker room, (d) and travel by foot from and to such locker room to the Natatorium.

2. Anything to the contrary notwithstanding, Landlord hereby grants to Tenant the right, at no cost to Tenant, to access any part of the Natatorium (including the First Aid room, Pool Office, Pool Storage room, Mechanical Room, Electrical room, Pool Multi-Purpose Room, and any other part of the Natatorium) at any time for the purpose of endeavoring to ensure that Tenant, at all times, has access to all water, electrical, sewer, HVAC, other utility, or other aspects of or within the Natatorium if, in Tenant's reasonable judgment, such access is necessary or desirable in order for Tenant to be able to operate its business within the Building. Nothing in this Section 2 of Exhibit D prevents Landlord's representatives from accompanying Tenant's representatives whenever Tenant's representatives so access the Natatorium, provided that Tenant's representatives may access the Natatorium without any representative of Landlord accompanying any representative of Tenant. Nothing in this Section 2 of Exhibit D diminishes any of Landlord's maintenance, repair, or replacement obligations or other covenants under this Lease.

*[This Exhibit ends at this line.]*

## TRANSFER AGREEMENT

This Transfer Agreement (this “**Agreement**”) dated as of [ ] (the “**Effective Date**”) is entered into between City of Rolla, a Missouri municipal corporation (“**City**”), and Phelps County Regional Medical Center, a Missouri county hospital organized in accordance with Chapter 205 of the Missouri Revised Statutes (“**Phelps Health**”).

### Recitals

- A. City owns certain real property commonly known as 1200 Holloway St, Rolla, MO 65401 (the “**Real Estate**”) and, on the Real Estate, operates a community fitness facility known as The Centre (the “**Facility**”).
- B. City desires to cease operating the Facility and to lease the Real Estate (including the Facility) to Phelps Health, and Phelps Health desires to lease the Real Estate (including the Facility) from City.
- C. City desires to convey, transfer, assign, and deliver to Phelps Health, and Phelps Health desires to accept, certain tangible assets used at, or useful at, the Facility.
- D. City desires to assign to Phelps Health, and Phelps Health desires to accept, certain liabilities and contracts.

### Agreement

In consideration of the foregoing recitals, the mutual covenants herein contained, and other good and valuable consideration (the receipt, adequacy and sufficiency of which hereby are acknowledged), the parties agree as follows:

1. Lease of the Real Estate; Management Agreement. The parties hereby agree to execute and deliver to each other, not later than [ ], 2026 (the “**Closing Date**”), a real property lease for the Facility in the form of Exhibit 1 (such executed and delivered lease being the “**Real Estate Lease**”). City hereby acknowledges that Phelps Health anticipates entering into one or more agreements by which it will engage a management company to perform certain management services with respect to the Real Estate or the Facility, and City hereby consents to each such agreement. Phelps Health hereby acknowledges that City anticipates entering into one or more agreements by which it will engage a management company to perform certain management services with respect to the portion of the Facility not leased, under the Real Estate Lease, by Phelps Health, and Phelps Health hereby consents to each such management agreement.

2. Conveyance of the Transferred Assets. The parties hereby agree to execute and deliver to each other, not later than the Closing Date a bill of sale and assignment and assumption agreement, for the Transferred Assets, in the form of Exhibit 2 (the “**Bill of Sale and Assignment Agreement**”). The “**Transferred Assets**” are all tangible personal property (including televisions, monitors, similar equipment, and computers) located, as of the Effective Date, in the Facility (other than in the Natatorium (as that term is defined in the Real Estate Lease)) and the Assumed Contracts. The Transferred Assets include (for the avoidance of doubt, without limitation) the tangible personal property listed on Schedule

2(a). The “**Assumed Contracts**” are the agreements listed on Schedule 2(b).<sup>1</sup>

3. Assignment and Assumption of the Assumed Liabilities. The parties hereby agree to execute and deliver to each other, not later than the Closing Date, the Bill of Sale and Assignment Agreement, regarding the Assumed Liabilities. The “**Assumed Liabilities**” are all liabilities of City under the Assumed Contracts, but in each case (a) only those liabilities arising from and after the effectiveness of the assignment of the Assumed Contracts contemplated by the Bill of Sale and Assignment Agreement and (b) do not include any liabilities to the extent arising, directly or indirectly, from any period of time prior to the effectiveness of the assignment of the Assumed Contracts contemplated by the Bill of Sale and Assignment Agreement. City hereby agrees that it, and not Phelps Health, retains, as of the effectiveness of the assignment of the Assumed Contracts contemplated by the Bill of Sale and Assignment Agreement, all liabilities related to the Transferred Assets other than the Assumed Liabilities.

4. Amendment. No amendment, modification, supplement, termination, consent, or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

5. Assignment. No party may assign or transfer (voluntarily or involuntarily, by operation of law (including by merger or consolidation), judicial decree, or otherwise) any of its rights or obligations under this Agreement to any other person without the prior written consent of the other parties (which consent shall not be unreasonably conditioned, withheld, or delayed).

6. Construction. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular and vice versa; (b) references to any person include such person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (c) “including” is not limiting; (d) “or” has the inclusive meaning represented by the phrase “and/or”; (e) the words “hereof”, “herein”, “hereby”, “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; and (f) section, clause, Exhibit and Schedule references are to this Agreement unless otherwise specified.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Entire Agreement. This Agreement and the documents referred to herein collectively constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations, and discussions of the parties, whether oral or written.

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<sup>1</sup> Note to Draft: City and Phelps Health to determine whether, in fact, Phelps Health will be assuming any contracts from City. If no such assumption is occurring, then the Assumed Contract concept should be removed from this Agreement (including, without limitation, from Section 3). Phelps Health is aware that City has advised it that City is a party to a Ricoh copier lease. City to provide Phelps Health a copy of such lease (and all amendments thereto) so that Phelps Health can determine whether it desires to assume such lease.

9. Failure or Delay. No failure on the part of any party to exercise, and no delay in exercising, any right, power, or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

10. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

11. Legal Fees. Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the party incurring such costs and expenses. In the event any party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorneys' fees and expenses.

12. No Joint Venture or Partnership. The parties agree that nothing contained herein is to be construed as making the parties joint venturers or partners.

13. Notices. All notices required or permitted by any provision of this Agreement shall be given or made: (a) via United States mail, certified mail with postage prepaid; (b) via nationally recognized overnight courier services; or (c) via electronic mail, and are effective on the earlier of the date of delivery or the date of first attempt to deliver (if delivery is refused) (provided, that, with respect to notices given via electronic mail, such notices shall be effective when sent so long as the sender does not receive email notification of failed transmission or delivery and the email addresses were entered correctly) and in each case addressed as required by the notice provision of the Real Estate Lease, or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section.

14. Publicity. Any publicity release, advertisement, filing, public statement, or announcement made by or at the request of any party regarding this Agreement is to be first reviewed by and must be satisfactory to the other party.

15. Remedies Cumulative. Each and every right granted hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity or otherwise.

16. Severability. Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability, or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

17. Venue. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED IN THE CIRCUIT COURT LOCATED IN THE COUNTY WHERE THE REAL ESTATE IS LOCATED, AND EACH PARTY

IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

18. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators, or other legal representatives and permitted successors and assigns.

*[Please continue to the next page.]*

Wherefore, the parties have entered into this Agreement on the day and year first above written.

**CITY OF ROLLA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PHELPS COUNTY REGIONAL MEDICAL CENTER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**

**Form of Real Estate Lease**

[to be inserted]

**EXHIBIT 2**

**Form of Bill of Sale and Assignment Agreement**

[to be inserted]

**SCHEDULE 2(a)**

**Non-Exclusive List of Tangible Transferred Assets**

[list to be inserted below]

**[SCHEDULE 2(b)**

**Assumed Contracts**

[list to be inserted below]]

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (this “**Agreement**”) dated as of [ ] (the “**Effective Date**”) is entered into between City of Rolla, a Missouri municipal corporation (“**City**”), and Phelps County Regional Medical Center, a Missouri county hospital organized in accordance with Chapter 205 of the Missouri Revised Statutes (“**Phelps Health**”). Each capitalized term used but not expressly defined herein bears the meanings given it in the Transfer Agreement.

### Recitals

- A. City and Phelps Health are parties to that certain Transfer Agreement dated as of [ ] (the “**Transfer Agreement**”);
- B. Pursuant to the Transfer Agreement, City has agreed to convey, transfer, assign, and deliver unto Phelps Health, and Phelps Health agreed to accept, the Transferred Assets (as that term is defined at Section 2 of the Transfer Agreement (the “**Transferred Assets**”); and
- C. Pursuant to the Transfer Agreement, Phelps Health has agreed to assume the Assumed Liabilities (as that term is defined at Section 3 of the Transfer Agreement (the “**Assumed Liabilities**”).

### Agreement

In consideration of the foregoing recitals, the mutual covenants herein contained, and other good and valuable consideration (the receipt, adequacy and sufficiency of which hereby are acknowledged), the parties agree as follows:

1. Transfer of Transferred Assets. As of the Effective Date, City hereby transfers, assigns, conveys and delivers to Phelps Health, free and clear of all liens, all of City’s right and title in, to, and under the Transferred Assets.
2. Assumption of Assumed Liabilities. As of the Closing Date, Phelps Health hereby assumes all of the Assumed Liabilities on the terms and conditions set forth in the Transfer Agreement.
3. Domain Name Transfer. As of the Closing Date, City hereby irrevocably (except to the extent contemplated by Section 5) sells, assigns, transfers and conveys to Phelps Health all right, title and interest in and to (a) the domain name <http://www.rollacentre.org> (the “**Domain Name**”), including the current registration thereof with the registrar for the Domain Name, and (b) any other rights City may have in the Domain Name, including goodwill associated therewith. Within two (2) business days following the Closing Date, City shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Name to Phelps Health and enable Phelps Health to register the Domain Name in its name with Phelps Health’s chosen domain name registry (“**Buyer’s Registrar**”). The Domain Name will be deemed transferred when: Buyer’s Registrar has confirmed the transfer in accordance with its procedures therefor; the applicable WHOIS database identifies Phelps Health as the registrant of the Domain Name; and Phelps Health has administrative and technical access to the Domain Name and sole control over where the Domain Name points. In addition, from and after the Closing Date, City shall not register, acquire, or otherwise use any domain name or trademark incorporating the Domain Name or any mark or name that is confusingly similar thereto.
4. Consideration. In consideration of the transfer of the Transferred Assets and the Domain Name, Phelps Health shall (a) assume the Assumed Liabilities as described in this Agreement, and (b)

pay to City \$64,000 in immediately available funds in accordance with the wire transfer instructions set forth on Schedule 4.

5. Reversion of Tangible Transferred Assets. If the term of the Real Estate Lease concludes, or the Real Estate Lease is terminated, any time prior to the third anniversary date of the Lease Commencement Date (as defined in the Real Estate Lease), then all right, title and interest of Phelps Health in and to the Transferred Assets and the Domain Name (collectively, the “**Reversion Assets**”) shall immediately and automatically be reverted to and vest in City, without any further action being required of City or Phelps Health to accomplish such reversion and vesting (the “**Reversion**”). Upon the occurrence of the Reversion and City’s payment to Phelps Health of such sum, Phelps Health shall have no further right, title or interest in or to (or liability with respect to) the Reversion Assets, and all such right, title, interest, and liability shall immediately and automatically revert to and vest in City. Notwithstanding the foregoing, Phelps Health shall promptly execute and deliver to City any documents reasonably requested by City to further evidence the Reversion.

6. Phelps Health’s Option to Sell Certain Assets to City. Phelps Health may, if it desires (though it has no obligation to do so), upon a Reversion, offer to City, for a price determined by Phelps Health in its sole discretion, the opportunity to purchase from Phelps Health some or all of the assets used by Phelps Health in connection with the Facility, which assets are not included within the Reversion Assets. Upon any such offer by Phelps Health, City may, if it desires (though it has no obligation to do so), accept such offer.

7. Certain Representations by City. As of the Effective Date, City hereby represents to Phelps Health as set forth in this Section:

- a. City has good and valid title to, as owner (and not as lessee), all of the Transferred Assets. All of the Transferred Assets are free and clear of any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.
- b. The furniture, fixtures, machinery, equipment, and other items of tangible personal property included in the Transferred Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such furniture, fixtures, machinery, equipment, and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance. The Transferred Assets are sufficient for the continued conduct of the business of the Facility (as that term is defined in the Transfer Agreement) after the Effective Date in substantially the same manner as conducted prior to the Effective Date and constitute all of the rights, property and assets necessary to conduct such business as currently conducted.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving

effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

*[Please continue to the next page.]*

Wherefore, the parties have entered into this Agreement on the day and year first above written.

**CITY OF ROLLA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PHELPS COUNTY REGIONAL MEDICAL CENTER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 4**

City's Wire Transfer Instructions

[City, please insert.]



## CITY COUNCIL AGENDA

**DEPARTMENT:** Police

**ACTION REQUESTED:** First Reading

**SUBJECT:** Alarm Ordinance

**PREPARED BY:** Chief Sean Fagan

**ATTACHMENTS:** Proposed Ordinance

**(CASE/PROJECT #)**

**MEETING DATE:** January 20, 2026

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### **Overview:**

The Rolla Police Department is requesting City Council consideration of an alarm ordinance due to the continued high volume of alarm calls requiring a police response and the minimal number of legitimate incidents associated with those calls. The proposed ordinance is intended to reduce repeat false alarms, promote responsible alarm system use, and improve overall allocation of police resources.

### **Background information:**

Alarm calls typically require a minimum two-officer response, and false alarms divert resources from higher-priority public safety needs. A review of alarm data from 2023–2024 showed 1,555 alarm calls, resulting in 3,571 officer responses and more than 339 hours of officer time, with only 20 calls (1.28%) involving a verified incident. The majority of alarms were commercial and often repeated at the same locations. Updated data from 2025 shows 636 alarm calls, including 548 commercial alarms, with zero confirmed incidents.

Taken together, the data from 2023 through 2025 demonstrates a persistent pattern of high-volume alarm calls with an extremely low rate of legitimate incidents, resulting in a measurable and ongoing drain on police staffing and operational capacity.

**Fiscal considerations:** N/A

### **Recommendation:**

First reading of the proposed ordinance.

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CITY CODE REGARDING ALARMS**

**WHEREAS**, Nationwide, false alarms cost cities and counties \$1.8 billion each year; and

**WHEREAS**, in the City of Rolla, a single false alarm can cost the City hundreds of dollars in payroll expenses alone; and

**WHEREAS**, false alarms jeopardize public safety by stretching limited resources to cover unnecessary tasks instead of being ready for real emergencies;

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Rolla as follows:

Section 1: The City Code is hereby amended by adding one new section, to read as follows:

Section 6-24.1 Definitions.

A. For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. **ALARM AGENT** — Any person who is employed by an alarm business, either directly or indirectly, whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing on or in any building, structure or facility any alarm system.
2. **ALARM BUSINESS** — Any business engaged in any of the activities of selling, installing, servicing, altering, leasing, repairing, maintaining, replacing, moving, monitoring or responding to an alarm system or causing any of these activities to take place.
3. **ALARM IDENTIFICATION NUMBER** — A number issued to an alarm subscriber by the Police Department for the purpose of identifying that alarm system for dispatching and record keeping purposes.
4. **ALARM SUBSCRIBER** — Any person who leases, contracts for, buys or otherwise obtains and operates an alarm system for the purpose of obtaining a response to the alarm from the Police Department or the Fire Department and on whose premises an alarm system is maintained, excluding audible alarms on motor vehicles. The owner of any building, structure or facility containing alarm systems installed in or on leased or rented individual apartments or residences contained therein shall be deemed the alarm subscriber.
5. **ALARM SYSTEM** — Any device that is designed or used for the detection of burglary or attempted burglary or for alerting others of the commission of a robbery or attempted robbery within a building, structure or facility, or both, and which emits a sound or transmits a signal or message when activated for the purpose of deterring the intruder or notifying another person of the happening, or both; or a device for detecting fire or alerting medical personnel.

6. AUTOMATIC DIALING DEVICE — Refers to an alarm system which automatically sends over the telephone switching network a prerecorded voice message or coded signal indicating existence of an unlawful act to which a Police response is requested.
7. CHIEF OF POLICE — The Chief of the Rolla Police Department or his/her designated representative.
8. FALSE ALARM — The activation of an alarm system whereby police, fire or medical personnel are summoned to a location and no criminal, fire or medical emergency in fact occurred or was attempted. The following shall not be considered false alarms under Section 635.050:
  - a) An alarm caused by severe weather conditions or electric power failure;
  - b) An alarm caused by or resulting from damage, testing or repair of telephone equipment or lines by the telephone company, provided that such incidents are promptly reported to the telephone company;
  - c) An alarm caused by an attempted and unauthorized or illegal entry, of which there is visible evidence;
  - d) An alarm caused by vandalism or destruction of property, of which there is visible evidence;
  - e) An alarm intentionally caused by the resident or occupant acting under a reasonable belief that a need exists to call in reference to an emergency.
9. PERSONS — An individual, firm, partnership, association, corporation, company, or organization of any kind.
10. TELEPHONE COMPANY — The utility that furnishes telephone service to the City area.

#### Section 6-24.2 Alarm Reporting.

All alarm sounding reported, either directly or by relay from an alarm business, shall be done in a manner prescribed by the Chief of Police.

#### Section 6-24.3 False Alarms.

- A. Upon receipt of the first and second false alarms within any calendar year, a warning notice shall be issued by the Police Department to the subscriber.
- B. For each false alarm in excess of two in a twelve-month period, the alarm owner shall pay a fee of \$100 for each police or fire response to such false alarm. The City shall send an invoice to the responsible party for the alarm and the fee shall be payable within 30 days of the date of the invoice.

C. A sixth or more false alarm occurring within a twelve-month period shall constitute an ordinance violation punishable by a fine of \$150 dollars. Such fine shall be in addition to the false alarm fee. Each and every false alarm upon which a response is made shall be considered a separate false alarm regardless of the frequency of such alarms.

D. Response to any alarm system can be terminated upon the authority of the Police Chief.

E. Schools offering basic education to any grade (K–12) shall be exempt from the requirements of Section 635.030.

#### Section 6-24.4 Cancellation Of Notice Or Fine.

The Police Department shall cancel any notice or fee upon satisfactory proof by the alarm subscriber that a particular alarm falls within the exceptions enumerated in this chapter.

#### Section 6-24.5 Limitations.

A. Automatic Dialing Devices. No person shall use, operate or install any device that will, upon activation, automatically initiate a telephone call and deliver a recorded alarm message to any telephone of a customer of the public telephone company, without the prior written consent of such customer.

B. Noise. All bells, sirens or other noise sources that sound in the event of an alarm are to cut off automatically within fifteen (15) minutes after the alarm has been activated.

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

Section 3: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

Section 4: That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

APPROVED:

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Mayor

ATTEST:

---

City Clerk

Approved as to form:

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City Counselor





## CITY COUNCIL AGENDA

**DEPARTMENT:** Public Works

**ACTION REQUESTED:** Resolution

**SUBJECT:** Doolittle Temporary Sewer Agreement

**PREPARED BY:** Darin Pryor

**ATTACHMENTS:** Resolution

**(CASE/PROJECT #)**

**MEETING DATE:** January 20, 2026

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**Overview:** Legal staff has negotiated a temporary sewer agreement with Doolittle. This agreement will expire on March 31, 2026 unless it is extended by both parties. It will require Doolittle to pay \$6.75 per 1000 gallons (same as a city resident) and deposit \$5000 up front to ensure payment for services.

**Background information:** The sewer agreement with Doolittle expired on December 31<sup>st</sup>, 2025. The city has continued to provide sewer treatment service to the city of Doolittle.

**Fiscal considerations:** The budget anticipated continued payments from Doolittle.

**Recommendation:**

Staff is requesting the approval of the resolution authorizing the mayor to enter into the temporary sewer agreement with Doolittle.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN AGREEMENT TO TEMPORARILY PROVIDE SEWER TREATMENT TO THE CITY OF DOOLITTLE.

WHEREAS, the City of Rolla is a municipal corporation and has a wastewater treatment plant; and

WHEREAS, the City of Doolittle is a municipal corporation with a wastewater collection system but which does not have its own wastewater treatment plant; and

WHEREAS, Rolla and Doolittle had previously entered into an agreement whereby Rolla would accept and treat wastewater from the City of Doolittle, but this agreement has now expired; and

WHEREAS, the Parties agree that in the absence of an agreement, Rolla is under no obligation to provide wastewater treatment services to the City of Doolittle; and

WHEREAS, the City of Rolla has continued to provide wastewater treatment services to assist the City of Doolittle to remain in compliance with Missouri Department of Natural Resources regulations; and

WHEREAS, the City of Doolittle needs Rolla to provide wastewater treatment services until such time as it can find an alternative means of treating its wastewater; and

WHEREAS, pursuant to § 432.070 RSMo., Rolla cannot lawfully provide wastewater treatment to Doolittle in the absence of a written agreement; and

WHEREAS, the parties desire to create a temporary agreement to allow Rolla to continue to treat Doolittle's wastewater while the parties attempt to reach an agreement as to the future disposition of Doolittle's wastewater as shown in Exhibit A.

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

**Section 1:** That the Mayor is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Lease Agreement with Phelps Health as well as the associated Transfer Agreement and the Bill of Sale Agreement, a copy of said agreements being 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 20TH DAY OF JANUARY 2026.

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY COUNSELOR

## EXHIBIT A

### AGREEMENT

**WHEREAS**, the City of Rolla is a municipal corporation and has a wastewater treatment plant;  
and

**WHEREAS**, the City of Doolittle is a municipal corporation with a wastewater collection system but which does not have its own wastewater treatment plant; and

**WHEREAS**, Rolla and Doolittle had previously entered into an agreement whereby Rolla would accept and treat wastewater from the City of Doolittle, but this agreement has now expired; and

**WHEREAS**, the Parties agree that in the absence of an agreement, Rolla is under no obligation to provide wastewater treatment services to the City of Doolittle; and

**WHEREAS**, the City of Rolla has continued to provide wastewater treatment services to assist the City of Doolittle to remain in compliance with Missouri Department of Natural Resources regulations; and

**WHEREAS**, the City of Doolittle needs Rolla to provide wastewater treatment services until such time as it can find an alternative means of treating its wastewater; and

**WHEREAS**, pursuant to § 432.070 RSMo., Rolla cannot lawfully provide wastewater treatment to Doolittle in the absence of a written agreement; and

**WHEREAS**, the parties desire to create a temporary agreement to allow Rolla to continue to treat Doolittle's wastewater while the parties attempt to reach an agreement as to the future disposition of Doolittle's wastewater;

**NOW THEREFORE**, in exchange for the mutual promises contained herein, the parties hereby agree as follows:

1. Term: This agreement shall remain in effect until March 31, 2026, unless extended by the parties or terminated as provided herein.
2. While this agreement is in effect, Rolla will accept wastewater from Doolittle using the existing connection. Such wastewater shall meet the requirements of the Rolla City Code, § 35-96 "Certain substances, materials, etc. which may be prohibited from discharge by public works director; factors to be considered." or any subsequent replacement of the same general nature.
3. Payment and Due Date: Doolittle shall pay the City of Rolla for all wastewater received by Rolla at the same rate as paid by residential consumers residing within the City of Rolla as of the date of this agreement, which present rate is \$6.75 per 1,000 gallons ("Payment Rate") The Payment Rate will not increase during the term of this agreement,

## EXHIBIT A

except for late fees as provided herein. Such payment shall be due and payable to the City of Rolla 20 days after the date that the invoice was issued. If the due date falls on a weekend or a holiday of the City of Rolla, the due date shall be the next business day.

4. Late Fees: Any amount owed which is not paid by the due date as set forth in Paragraph 3, above, shall immediately incur a late fee equal to 20% of the amount owed. Fees not paid within 30 days of the due date set forth in Paragraph 3 shall incur a late fee of an additional 20% of the amount then due, and an additional 20% late fee each 30 days thereafter.
5. Security Deposit. As an inducement for Rolla to enter into this agreement, Doolittle agrees to pay to Rolla the sum of \$5000 as a security deposit to ensure payment.
  - a) Rolla shall hold the amount of the deposit during the term of this agreement and promptly return the same, or any balance thereof, at the termination of this agreement, subject to the provisions herein.
  - b) Rolla may deduct from the deposit any amount, including late fees, not paid by the due date. If Rolla deducts any such sums, it shall notify Doolittle, who shall, within 10 business days, pay to Rolla such additional sums as necessary to return the security deposit to \$ 5,000.
6. Termination:
  - a) Either party may terminate this agreement upon 30 days' written notice to the other party.
  - b) Termination by either party shall not terminate the obligations of either party incurred prior to the termination or during the period between the notice and the date of termination.
  - c) Rolla may terminate this Agreement upon 10 days' written notice if Doolittle fails to make any payment required under this agreement.
7. Time Of The Essence. Time is of the essence in this contract. The parties hereto expressly recognize that in the performance of their respective obligations hereunder each party is relying on timely performance by the other parties and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other party hereto and may sustain substantial losses by reason of any failure of timely performance.
8. Entire Agreement: This constitutes the entire agreement between the parties and supersedes all previous discussions and agreements, and may not be modified by any party except in writing, executed by the party to be charged with the modification.

## EXHIBIT A

9. Interpretation. In this Agreement, unless a clear contrary intention appears:
- a. The singular number includes the plural number and vice versa;
  - b. Reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually;
  - c. Reference to any gender includes each gender;
  - d. Reference to any agreement, document, or instrument means such agreement, documents, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
  - e. Reference in this Agreement to any article, section, appendix, annex, schedule, or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;
  - f. Each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;
  - g. "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof.
  - h. "Including" and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and,
  - i. Relative to the determination of any period of time, "from" means "from and including", and "to" means "to but excluding."
10. Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.
11. Capitalized Terms. All capitalized terms used in this Agreement shall have the meanings ascribed to them herein, or as otherwise provided herein.
12. Severability. The agreements and covenants contained herein are severable, and in the event any portion thereof is held to be invalid or unenforceable by any court of competent jurisdiction, this Agreement shall continue in full force and effect and shall be interpreted as if such invalid agreement or covenant were not contained herein.
13. Modification of Agreement. No modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

EXHIBIT A

14. Waiver. Any waiver by either party of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce such provision hereof operate as waiver of such provision or of any provision hereof, nor constitute nor be deemed a waiver of release of any other party for anything arising out of, connected with, or based upon this agreement.
15. Counterpart Facsimile or Electronic Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted in PDF form by email, or by facsimile machine or telecopier, is to be treated as an original document. The signature of any party hereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the PDF copy , facsimile or telecopy document. No party may raise the use of a PDF copy, facsimile machine or telecopier as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.
16. Written Notice. Whenever written notice is required by any of the provisions of this Agreement, such notice shall be sent, via certified mail, to the following addresses. The below addresses shall be deemed legally adequate to provide any required notice until such time as any party to this agreement provides the others with a signed written notice of an address change, at such point such address change will be incorporated into this Agreement and shall replace the addresses below.

City of Rolla  
Attn City Administrator  
901 North Elm Street  
Rolla, MO 65401

City of Doolittle  
380 Eisenhower

17. The persons executing this Agreement state that they have been duly authorized to execute this Agreement on behalf of their respective parties.

CITY of ROLLA

By:

Attest:

\_\_\_\_\_  
Hon. Louis J. Magdits IV, Mayor

\_\_\_\_\_

EXHIBIT A

City Clerk

CITY of DOOLITTLE

By:

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Mayor

Attest:

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City Clerk



## CITY COUNCIL AGENDA

**DEPARTMENT:** Police

**ACTION REQUESTED:** Motion

**SUBJECT:** Missouri Blue Shield Grant – Mobile Fingerprint Scanners

**PREPARED BY:** Chief Sean Fagan

**ATTACHMENTS:** N/A

**(CASE/PROJECT #)**

**MEETING DATE:** January 20, 2026

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**Overview:** Requesting approval to purchase mobile fingerprint scanners through the Missouri Blue Shield Grant in accordance with the grant agreement accepted through Council Resolution in October 2025.

**Background information:** The Rolla Police Department is requesting approval to purchase four mobile fingerprint scanners for field use. These devices allow officers to rapidly and accurately verify an individual's identity during traffic stops, interviews, and investigations, reducing reliance on slower identification methods and enhancing officer and public safety. The scanners enable immediate fingerprint checks to identify wanted individuals, locate missing persons, and confirm identity in real time. The equipment integrates directly with the Missouri State Highway Patrol system and is fully CJIS-compliant, ensuring secure and reliable data exchange. Four units will allow for adequate coverage across multiple shifts and investigative teams. The total cost of the purchase is \$10,200, based on an IDEMIA quote of \$2,500 per unit plus \$50 per unit for protective sleeves. This price includes the hardware, required licensing, and warranty.

**Fiscal considerations:** The \$10,200 purchase has already been approved through the Missouri Blue Shield Grant and is 100 percent grant-funded through reimbursement of costs.

Budget appropriated – \$0

**Recommendation:** Motion to approve purchase of four mobile fingerprint scanners through the Missouri Blue Shield Grant at no cost to the City.



# Rolla 2050 Comprehensive Plan

## Public Open House

Informational Displays  
(No Presentation)

Wednesday, January 21

4:30 – 7:00

Eugene Northern Community Hall

400 W 4<sup>th</sup> Street

City of  
**ROLLA**

