

**Please Note:** The Council Meeting will be conducted at Rolla City Hall but physical participation will be limited per CDC guidelines. Citizens are encouraged to watch the proceedings live on Fidelity Cable Channel 16 or through the Fidelity YouTube link at <https://www.youtube.com/channel/UCffrfbYSQqtuhOAVkCCyieA>

**COUNCIL PRAYER**

Ministerial Alliance

**Rolla City Council Meeting  
Monday, May 18, 2020  
901 North Elm Street  
City Hall Council Chambers  
6:30 P.M.**

**PLEDGE OF ALLEGIANCE**

Councilman David Schott

**I. PUBLIC HEARINGS**

- A) **Ordinance** Rezoning 1800 E. Highway 72 from C-1 (Neighborhood Commercial District) to C-2 (General Retail District) – City Planner Tom Coots – **First Reading**  
**(Final Reading Requested)**

**II. SPECIAL PRESENTATIONS**

- A) 2019 Tourism Audit Report – (Ms. Amanda Wiggins, Kean, Wiggins, & Company, LLC)  
B) 2020 Second Quarter Rolla Municipal Utilities (RMU) Report –  
(RMU General Manager Rodney Bourne)

**III. OLD BUSINESS**

- A) **Ordinance** Authorizing the Mayor to Enter into a Technical Service Agreement with the Phelps County Emergency Services Board (PCESB) –  
(Finance Director Steffanie Rogers) – **Final Reading**
- B) **Ordinance** Authorizing the Mayor to Enter into a Technical Service Agreement with the Rolla Public Library – (Finance Director Steffanie Rogers) – **Final Reading**
- C) **Ordinance** Authorizing the Mayor to Enter into a Technical Service Agreement with the Rolla Rural Fire Protection District – (Finance Director Steffanie Rogers) – **Final Reading**
- D) **Ordinance** Authorizing the Mayor to Enter into a Contract with McClanahan Construction Co, for Southeast WWTP Improvements – (Public Works Director Steve Hargis) –  
**Final Reading**
- E) **Ordinance** Authorizing the Mayor to Enter into a Contract with Mid-State Pipeline Maintenance for Vichy Road WWTP Improvements –  
(Public Works Director Steve Hargis) – **Final Reading**
- F) **Ordinance** Authorizing the Mayor to Enter into an Agreement with Donald Maggi, Inc., for Project #359–Kingshighway & Route 72/Bishop Intersection & Approving Change Order #1– (Public Works Director Steve Hargis) - **Final Reading**
- G) **Ordinance** Authorizing the Mayor to Execute Change Order #3 for Project 500-FY 2020 Phase I Asphalt Improvements – (Public Works Director Steve Hargis) – **Final Reading**
- H) **Ordinance** Regarding Series 2020 Sewer Revenue Bond – SRF –  
(City Administrator John Butz) – **Final Reading**

May 18, 2020

IV. NEW BUSINESS

V. CLAIMS and/or FISCAL TRANSACTIONS

VI. MAYOR/CITY COUNCIL COMMENTS

- A) **Motion** Reappointing Mr. Don Brown to the Planning and Zoning Commission (May 2024) – **Motion**
- B) COVID-19 Return-to-Work Status/Compliance

VII. CITIZEN COMMUNICATION

- A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION

Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:

- 1) Real Estate

X. ADJOURNMENT



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** First Reading  
(Final reading requested by applicant)

**SUBJECT:** Map Amendment (rezoning): 1800 E Hwy 72 from C-1, Neighborhood Commercial to the C-2, General Retail district

(ZON20-02)

**MEETING DATE: May 18, 2020**

**Application and Notice:**

Applicant - Michael Kreher  
Owner - Donna Wilson  
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Rolla Daily News; signage posted on the property; information available on city website

**Background:**

The subject property has been used for a variety of commercial uses for many years. The current building was built in 2015 to support a used car dealership as a non-public vehicle cleaning facility. The use was permitted because the use was considered to be private and not open to the general public. The property was then used as a tractor sales and repair business. The use may have been permitted because the zoning code does not specifically list tractor sales and repair as a use in any district.

The applicant has purchased the property to open a vehicle accessories sales and installation business. Line-X specializes in installation of pickup truck bed liners and coatings, but they also sell other accessories.

**Property Details:**

Current zoning - C-1, Neighborhood Commercial to C-2, General Retail  
Current use - Commercial (formerly a tractor sales and repair business)  
Proposed use - Line-X (automobile parts and accessory store, including installation and repair)  
Land area - About 2.4 acres

I.A.I.

**Public Facilities/Improvements:**

- Streets - The subject property has frontage on Hwy 72, an arterial road.
- Sidewalks - No sidewalks are currently located adjacent or near to the subject property.
- Utilities - The subject property should have access to all needed public utilities.
- Drainage - The property is already developed.

**Comprehensive Plan:** The Comprehensive Plan designates the subject property as being appropriate for community-wide commercial uses.

**Discussion:** The subject property is located across the street from properties which are within the C-2, General Retail district. Although the property is surrounded on both sides by property which is zoned C-1, the adjacent properties have not been redeveloped for commercial uses. Neighborhood type commercial uses may not be feasible in the vicinity, as there is currently no residential housing nearby.

The applicant has requested that the City Council conduct the first and second readings of the ordinance at the May 18, 2020 City Council meeting in order to allow the business to immediately open.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on May 12, 2020 and voted 5-0 to recommend approval of the request.

**Prepared by:** Tom Coots, City Planner

**Attachments:** Ordinance; Public Notice Letter; Application; Letter requesting 1<sup>st</sup> and 2<sup>nd</sup> ordinance reading at May 18<sup>th</sup>, 2020 City Council meeting

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# City of ROLLA



COMMUNITY DEVELOPMENT DEPARTMENT  
901 North Elm St  
Rolla, MO 65401  
P.O. Box 979

573-364-5333 + www.rollacity.org/comdev

## LAND USE APPLICATION

### Contact Information:

#### Property Owner:

Donna Wilson  
Name(s)  
701 S. Olive St.  
Mailing Address  
Rolla, MO 65401  
City, State, Zip  
573-578-2466  
Phone

Email

#### Agent/Applicant (If Different Than Property Owner):

Michael Kreher  
Name  
11875 State Route F  
Mailing Address  
Rolla, MO 65401  
City, State, Zip  
573-308-7661  
Phone  
MKREHER@FIDNET.COM  
Email

### Property/Request Information:

Request:  Rezoning  
 Planned Unit Development  
 Conditional Use Permit  
 Annexation  
 Text Amendment

1800 E. Hwy 72 Rolla  
Property Address/Location

G1 to C-2  
Property Zoning (Current and Proposed)

Line-X of Rolla  
Proposed Development/Project/Amendment

### APPLICATION CHECKLIST:

Applicant Checks Boxes

Completed Application Form

Agent Letter (If Applicable)

Filing Fee - \$375 (Rezoning/CUP); \$475 (PUD); \$300 (CUP/PUD Amendment);  
\$62.50 (Annexation for advertisement)

Legal Description (Unplatted and Irregular Lots Only)

Site Plan (If Applicable)

Letter of Request/Project Report (If Applicable)

City Staff Verifies

### OFFICE USE ONLY:

Case No:

DRC Meeting Date:

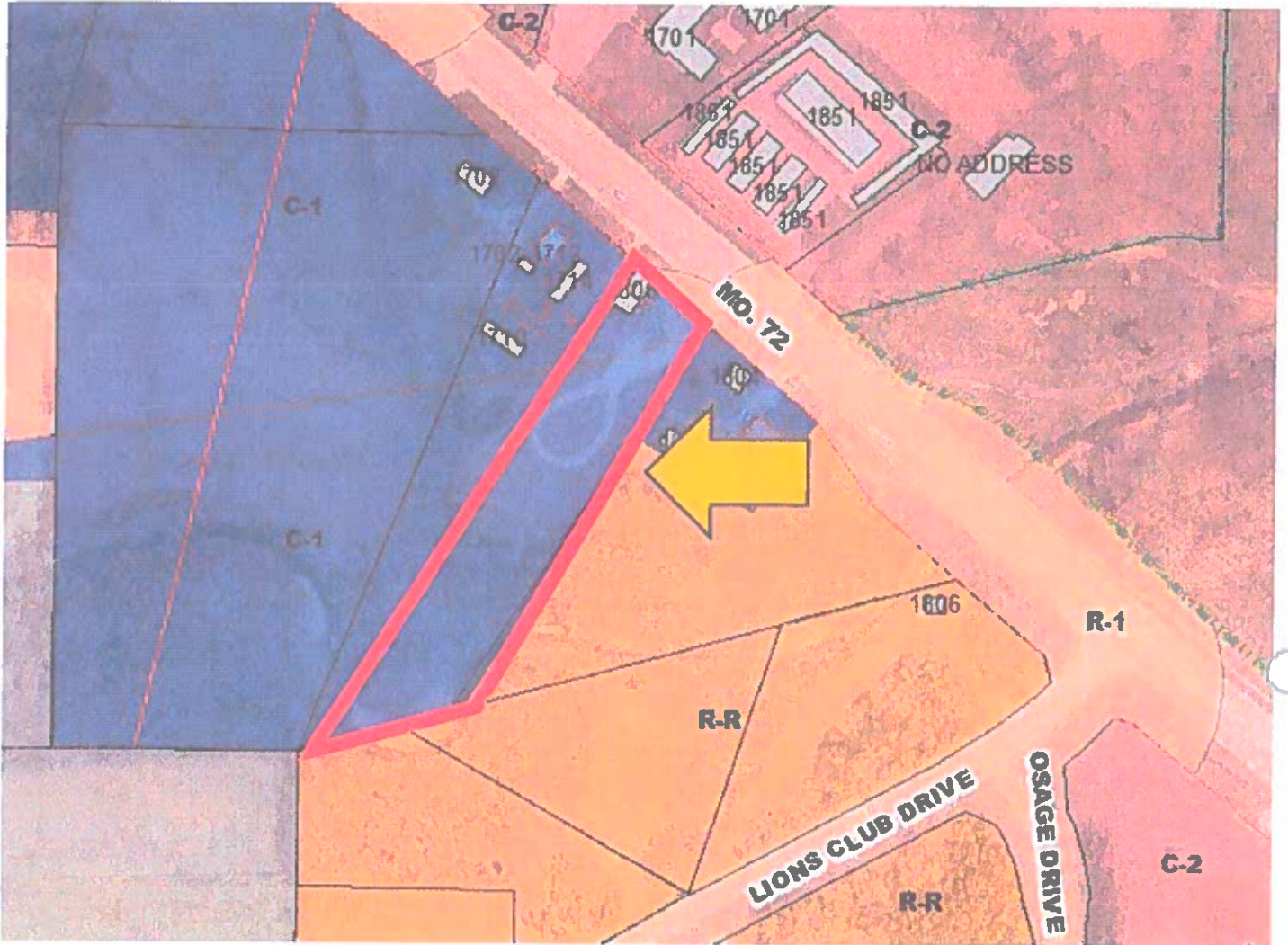
PC Hearing Date:

Submission Date:

Advertise By:

CC Hearing Date:

I.A.3.



**Project Information:**

Case No: ZON20-02  
 Location: 1800 E Hwy 72  
 Applicant: Donna Wilson  
 Request:  
 Rezoning from the C-1, Neighborhood Commercial district to the C-2, General Retail district



**Public Hearings:**  
 Planning and Zoning Commission  
**May 12, 2020**  
 5:30 PM  
 City Hall: 1<sup>st</sup> Floor  
  
 City Council  
**May 18, 2020**  
 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

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LINE-X of Rolla  
1800 State Hwy 72  
Rolla, MO 65401

May 10, 2020

To Whom It May Concern:

I am writing to request a first and second reading to approve the rezoning of the property at the above address from C-1 to C-2.

It was brought to our attention when we applied for our business license that it was improperly zoned for the type of business we are wanting to put in there. We purchased a LINE-X franchise in August of last year and began searching for available properties to rent or buy. We came across the property at 1800 Hwy 72 and pursued to purchase this property. Before we made an offer, we asked to confirm this was zoned properly for what we were wanting to do. It was assured it was zoned commercial and since there was a tractor/ lawnmower sales business there before, it would be fine. During the process of applying for the business license, we were informed that it was not zoned correctly and that it would be another month or so process to get it rezoned. This was an estimated time frame if the rezoning even got approved.

We are asking for this to be expedited because we feel the rezoning will only benefit the area and surrounding properties and we are ready to open. The fact is, we have been working to improve the building at this site and have all our equipment ready to go. I have personally invested over \$75,000 into getting to where we are now and have equipment lease payments that have to be made. The goal was to open May 4<sup>th</sup> but now because of this issue we are having to pay another month of rent, utilities, lease, and insurance payments with no income from the business.

I am hoping that we can get this taken care of and am excited for the Rolla area to have a LINE-X shop so close. LINE-X is the leader in spray in bed liners and truck accessories. They have been in business for more than 25 years and have a reputation for quality and performance. We are proud to be part of the LINE-X network and hope to be here for a long time. The response we have already gotten from the dealerships and general public has been overwhelmingly positive. Everyone's excitement has given us a sense of pride and the satisfaction of knowing we chose a company and product that this community needs. Thank you for your help with getting us started!

Sincerely,

Michael Kreher (Owner)

Justus Wilson (Owner)

I.A.S.

LINE-X of Rolla

1800 State Hwy 72 | Rolla, MO 65401

P 573-426-3696 | Rollamo@LINE-X.com

LINE-XofRolla.com

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

**AN ORDINANCE TO APPROVE THE RE-ZONING OF 1800 E HWY 72 FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT (ZON20-02 ).**

**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 Rolla Daily News 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 May 12, 2020 and recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

**WHEREAS**, the Rolla City Council, during its May 18, 2020 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 Basic Zoning Ordinance No. 3414, 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 C-1 (Neighborhood Commercial) Zoning to C-2 (General Retail) Zoning described as follows:

A tract of land situated in Lot 2 of the NW1/4 of Section 18, Township 37 North, Range 7 West, more particularly described as follows: The point of beginning is 1304.8 feet East of the Southwest corner of the NW1/4 of Section 18, Township 37 North, Range 7 West; thence North 70 degrees East 231.4 feet; from point of beginning North 34 degrees 08' East 693.9 feet; thence North 48 degrees 46' West along the Southern right of way line of Missouri State Highway 72 a distance of 140 feet; thence South 34 degrees 08' West a distance of 867.0 feet; thence North 75 degrees 44' East a distance of 220.0 feet, more or less, to the point of beginning. Containing 2.5 acres more or less.

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**SECTION 2:** This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the rezoning process has been completed by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18<sup>TH</sup> DAY OF MAY 2020.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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

I.A.7.



**ROLLA AREA CHAMBER OF COMMERCE  
AUDITED FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

**Kean, Wiggins & Company, LLC  
Certified Public Accountants  
PO Box 876, 704 West 2<sup>nd</sup> Street  
Rolla, Missouri 65402**

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# KEAN, WIGGINS & COMPANY <sup>LLC</sup>

CERTIFIED PUBLIC ACCOUNTANTS  
INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Rolla Area Chamber of Commerce

We have audited the accompanying financial statements of the Rolla Area Chamber of Commerce (a non-profit organization), which comprise the statement of assets, liabilities, and net assets-modified cash basis as of December 31, 2019, the statement of revenues, expenses, and other changes in net assets-modified cash basis and related statement of activities and cash flows-modified cash basis for the year then ended, and related notes to the financial statements.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

## Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of these financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of the Rolla Area Chamber of Commerce as of December 31, 2019, and the changes in its revenues, expenses, and other changes in net assets and related statement of activities and cash flows for the year then ended, in accordance with the modified cash basis of accounting The Rolla Chamber of Commerce uses described in Note 1.

## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The statement of assets, liabilities, and net assets, statement of revenues, expenses, and other changes in net assets and related statement of activities and cash flows for both the Chamber and the Motel Tax funds on pages 15-20 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. These supplementary reports are for the years ended December 31, 2019. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

## Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

*Kean, Wiggins & Company LLC*

Kean, Wiggins & Company, LLC  
Rolla, Missouri  
February 28, 2020

*II A.4*

## **BASIC FINANCIAL INFORMATION**

II A.5.

**ROLLA AREA CHAMBER OF COMMERCE**  
**STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS**  
**AS OF DECEMBER 31, 2019**

<b>Assets</b>	<b>December 31, 2019</b>
Current Assets	
Cash	\$ 399,298
Accounts Receivable	44,276
Prepaid Expenses	3,399
Total Current Assets	446,973
Property and Equipment	
Furniture and Fixtures	14,848
Equipment	9,915
Leasehold Improvements	66,588
Less: Accumulated Depreciation	(8,508)
Total Property and Equipment	82,843
Total Assets	\$ 529,816
<b>Liabilities and Net Assets</b>	
Current Liabilities	
Accounts Payable	\$ 2,855
Accrued Sick Leave Payable	18,494
Current Portion of Long Term Liability	9,881
Payroll Tax Liabilities	6,509
Prepaid Dues and Income	70,507
Total Current Liabilities	108,246
Long Term Liability	
Remodel Loan	20,812
Total Liabilities	129,058
Net Assets	
Net Assets Without Donor Restrictions	400,758
Net Assets With Donor Restrictions	-
Total Net Assets	400,758
Total Liabilities and Net Assets	\$ 529,816

II. A. 6. ○



**ROLLA AREA CHAMBER OF COMMERCE**  
**STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH**  
**BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

Without Donor Restrictions	Year Ended
<u>Revenues</u>	<u>December 31, 2019</u>
Motel Tax Income	\$ 319,077
Advertising Income	20,677
Bank Interest Income	964
Events Income	81,344
Special Events Income	40,910
Membership Dues Income	118,552
Miscellaneous Income	25,199
Total Revenues	606,723
<u>Expenses</u>	
Program Expenses	
Advertising & Brochures	39,046
Building & Grounds	26,028
Cleaning Service	6,672
Directory	6,020
Events	72,898
Grants	37,750
Land Payment	25,550
Miscellaneous	9,356
Payroll	231,659
Promotion	1,705
Rent	2,180
Scholarship	16,000
Signage	14,900
Travel and Meetings	6,408
Utilities	6,071
Total Program Expenses	502,243
Administrative Expenses	
Accounting & Legal Services	8,850
Depreciation Expense	5,244
Dues and Subscriptions	6,544
Insurance	7,683
Insurance-Health	40,496
Office Equipment	14,000
Office Supplies	24,434
Telephone	2,686
Total Administrative Expenses	109,937
Total Ordinary Expenses	612,180
Net Ordinary Increase in Net Assets	(5,457)
Other Revenue	
Interest Revenue	28
PFTF Military Affairs and Dues	9,000
Total Other Income	9,028
Other Expenses	
Downtown Revitalization	3,951
PFTF (Phelps For the Fort)	9,220
Total Other Expenses	13,171
Net Other Income	(4,143)
Change in Net Assets Without Donor Restrictions	(9,600)
Net Assets at Beginning of Year	424,602
Prior Period Adjustment	(14,244)
Net Assets at End of Year	\$ 400,758

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**ROLLA AREA CHAMBER OF COMMERCE  
STATEMENT OF ACTIVITIES AND CASH FLOWS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

	<b>December 31, 2019</b>
<u>Cash Flows from Operating Activities</u>	
Change in Net Assets	\$ (9,600)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities	
Depreciation	5,244
(Increase)Decrease in Accounts Receivable	(11,845)
(Increase)Decrease in Prepaid Expenses	(3,299)
Increase (Decrease) in Accounts Payable	746
Increase (Decrease) in Accrued Liabilities	60,000
Net Cash Provided (Used) by Operating Activities	41,246
 <u>Cash Flows from Investing Activities</u>	
(Increase) Decrease in Downtown Revitalization Loans Receivable	3,912
Net Cash Provided (Used) by Investing Activities	3,912
 <u>Cash Flows from Financing Activities</u>	
Payments on Long Term Debt	(10,744)
Net Cash Provided (Used) by Financing Activities	(10,744)
 <b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	 34,414
Cash and Cash Equivalents at Beginning of Year	364,884
Cash and Cash Equivalents at End of Year	\$ 399,298

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**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Business**

The Rolla Area Chamber of Commerce is a Missouri nonprofit corporation exempt from income tax under Section 501(c)(6) of the Internal Revenue Code. Its purpose is to support and promote business in the Rolla area. The Rolla Area Chamber of Commerce solicits public and private contributions and dues to fund the Organization. The Motel Tax Fund receives motel tax income from the City of Rolla to promote tourism in the Rolla area.

**Cash and Cash Equivalents**

The Chamber of Commerce considers all highly liquid investments with a maturity of three months or less when purchased to be cash. Cash and cash equivalents consist of checking and money market accounts.

**Method of Accounting**

The financial statements of the Rolla Area Chamber of Commerce have been prepared using the modified cash basis of accounting whereby revenue is recognized when received and expenses are recognized when paid or when the obligation is incurred.

**Property and Equipment**

Property and equipment expenditures with an estimated useful life in excess of one year are capitalized. Property and equipment is valued at cost, or if donated, the approximated fair value at the date of donation.

Fixed assets consisted of the following as of December 31, 2019:

Leasehold Improvements	\$66,588
Furniture and Fixtures	14,848
Equipment	9,915
Less: Accumulated Depreciation	<u>(8,508)</u>
	<u>\$82,843</u>

Depreciation of property and equipment is calculated on the straight-line basis over the estimated useful lives of the assets. The useful lives by asset classification are:

Leasehold Improvements	39 years
Furniture and Equipment	7 years
Equipment	7 years

Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the account and any gain or loss is included in income or expense.

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**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

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**Income Taxes**

The Rolla Area Chamber of Commerce is exempt under Section 501(c)(6) of the Internal Revenue Code. While the Organization is generally exempt from income taxes, it is subject to taxes on unrelated trade or business income and on excess lobbying expenses. For the year ended December 31, 2019, the Organization did not incur taxes for unrelated trade or business income.

*FASB Accounting Standards Codification 740.10, Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement 109*, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. Examples of tax positions include the tax-exempt status of the Organization and various positions related to the potential sources of unrelated business taxable income (UBIT). The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has greater than 50 percent likelihood of being realized upon ultimate settlement. There were no unrecognized tax benefits identified or recorded as liabilities for the year ended December 31, 2019.

The Organization files forms 990 in the U.S. federal jurisdiction. The Organization is generally no longer subject to examination by the Internal Revenue Service for years before 2016.

**Estimates**

The activities of the Chamber requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. The Chamber estimates the use of its employees' time between regular Chamber of Commerce activities and Tourism activities in order to allocate payroll between the two.

**Donated Services**

The Organization receives a significant amount of donated services from unpaid volunteers who assist in fund-raising and special projects. No amounts have been recognized in the statement of activities because the criteria for recognition under have not been satisfied.

**Employee Benefit Plans**

The Chamber maintains a Simple IRA retirement plan for all employees meeting certain eligibility requirements. Under provisions of the plan, the Chamber matches employee voluntary salary reduction plan contributions up to 3% of the employee's salary. The Chamber's contributions under this plan for the year ended December 31, 2019 were \$4,725.

**Financial Statement Presentation**

The Chamber is required to report information regarding its financial position and activities according to two classes of net assets: net assets without restrictions and net assets with restrictions.

II.A.10. ○

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

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**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of revenues, expenses, and other changes in net assets.

As of December 31, 2019, the Chamber had no net assets with donor restrictions.

**Contributions**

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions of the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Organization provides for potentially uncollectible amounts through bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables. Balances still outstanding after management has used reasonable collection efforts are charged to the allowance for doubtful accounts and a credit to the applicable accounts receivable. An allowance at December 31, 2019 was not considered necessary as all receivables were considered fully collectible.

II. A. 11.

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

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**Fundraising Costs**

Fundraising costs are expensed as incurred. Fundraising costs, also known as events expense, for the year ended December 31, 2019 were \$72,898.

**Advertising Costs**

Advertising costs are expensed as incurred. Advertising cost for the year ended December 31, 2019 were \$39,046.

**Accrual of Compensated Absences**

Employee unused sick leave hours can be carried forward to a subsequent year. An estimated accrual of these hours are included in the financial statements. The balances as of December 31, 2019 was \$18,494.

Unused employee vacation hours not used by year end can not be carried forward.

**Functional Expenses**

Expenses are charged directly to program or support based on a combination of specific identification and allocation by management.

**Subsequent Events**

Subsequent events have been evaluated through February 28, 2020, which is the date the financial statements were available to be issued.

**2. AVAILABILITY AND LIQUIDITY**

The Organization's goal is generally to maintain financial assets to meet 90 days of operating expenses. The following represents the Organization's financial assets at December 31:

	<b>2019</b>
Financial assets at year end:	
Cash and cash equivalents	\$ 399,298
Prepaid expenses	3,399
Accounts receivable	44,276
Downtown Revitalization loans receivable	-
Restricted cash and cash equivalents	-
Total financial assets	446,973
Less amounts not available to be used within one year:	
Net assets with donor restrictions	-
Financial assets available to meet general expenditures over the next twelve months	\$ 446,973

*II. A. 12*

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

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**3. LONG-TERM CONTRACTS**

Beginning July 1, 1993, the City of Rolla, Missouri enacted a three percent (3%) motel tax on motel room occupancy within the city limits. The City of Rolla and the Rolla Area Chamber of Commerce entered into a contract in December 2009 whereby the Rolla Area Chamber of Commerce will manage the Visitor's Center and promote Rolla as a convention, visitor, and tourist center. This contract has been extended to December 31, 2024.

Payment for these services is ninety percent (90%) of the revenue derived from the three percent (3%) motel tax collected by the City of Rolla in order to manage the Visitor's Center and the Rolla Ranger Site and promote the Rolla area to tourists, convention planners, and other visitors. The contract requires the Rolla Area Chamber of Commerce to submit an annual budget and management plan to the Rolla City Council for approval.

**4. CONCENTRATIONS**

The revenue received from the contract with the City of Rolla accounts for substantially all of the total revenue of the Motel Tax Fund.

**5. LEASE AGREEMENT WITH THE CITY OF ROLLA**

The Rolla Chamber of Commerce entered into a lease agreement with the City of Rolla for 9.46 acres at Bridge School Road and Kingshighway to be used for a Rolla Area Visitor Center, Tourism Center and office. The term of the lease has been extended to December 31, 2024. The City of Rolla withholds an amount in escrow from the Motel Tax Fund to make an annual payment of \$25,550 in January of each year. In addition, the Chamber makes monthly payments of \$200 per month for the use of an office building on the premises.

Future minimum lease payments payable as of December 31, 2019 were as follows:

Year Ended December 31,	Payment for Land	Payment For Office
2020	\$ 25,550	\$ 2,400
2021	25,550	2,400
2022	25,550	2,400
2023	25,550	2,400
2024	25,550	2,400
Total	<u>\$ 127,750</u>	<u>\$ 12,000</u>

*II A13.*

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

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**6. LEASE AGREEMENT FOR RENTAL SPACE**

On May 6, 2019, the Chamber entered into a lease agreement with a local organization to rent out one of its offices for \$150 per month. This one year lease will expire in May 2020.

**7. LOANS RECEIVABLE**

As part of the Rolla Area Chamber of Commerce's prior year program activities, the Organization made loans to companies in the Downtown Rolla area as part of a revitalization initiative. Interest was charged on these loans and classified as interest income, which accrued to \$28 for fiscal year 2019. In 2019, the was loan was paid off in full.

**8. NOTE PAYABLE**

On February 15, 2018 the Chamber of Commerce entered into a note agreement with a local bank in order to partially fund their remodel project. The total amount borrowed was \$50,100. At December 31, 2019 the outstanding principal on the note amounted to \$30,693. The note carries an interest rate of 3.45%, with minimum monthly payments of \$910, and officially matures on February 15, 2023. However, the loan is likely to be paid off in 2022 due to the extra funds paid toward the loan each month above the minimum monthly amount due. This loan and associated assets are not collateralized.

Estimates of maturities of long-term debt are as follows:

<u>Year Ending December 31:</u>	
2020	9,881
2021	10,227
2022	10,585
2023	<u>0</u>
	\$ 30,693

**9. PRIOR PERIOD ADJUSTMENT**

During fiscal year 2019, the Organization realized that the current liabilities, specifically the balance of the accrued sick leave payable balance, were understated by \$14,244 in the previous year. A prior period adjustment was recorded during the current year to correct the understatement, which resulted in a decrease of \$14,244 to beginning net assets (\$4,495 in the Chamber account and \$9,749 in the Tourism account).

*II A.14.*



**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

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**10. SUBSEQUENT EVENTS**

Subsequent events have been evaluated through February 28, 2020, which is the date the financial statements were available to be issued.

In early 2020, the Organization transferred cash funds from the Chamber account to the Tourism account in the amount of \$42,542.

*II. A. 15.*

**SUPPLEMENTARY INFORMATION**

II. A.16 ○

**ROLLA AREA CHAMBER OF COMMERCE-CHAMBER  
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS  
AS OF DECEMBER 31, 2019**

**Assets**

	<b>2019</b>
Current Assets	
Cash	\$ 274,199
Prepaid Expenses	3,399
Accounts Receivable	3,046
Due From Motel Tax Fund	12,998
Total Current Assets	293,642
Other Assets	
Downtown Revitalization Loans Receivable	-
Total Assets	\$ 293,642

**Liabilities and Net Assets**

Current Liabilities	
Accounts Payable	\$ -
Accrued Sick Leave Payable	6,159
Payroll Tax Liabilities	6,509
Other Current Liabilities	70,507
Total Current Liabilities	83,175
Net Assets	
Net Assets Without Donor Restrictions	210,467
Net Assets With Donor Restrictions	-
Total Net Assets	210,467
Total Liabilities and Net Assets	\$ 293,642

*II A.17.*

**ROLLA AREA CHAMBER OF COMMERCE-CHAMBER  
STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

Without Donor Restrictions	<u>2019</u>
<u>Revenues</u>	
Advertising Income	\$ 20,677
Ambassadors Income	1,660
Bank Interest Income	623
Banquet Income	23,675
Golf Tournament Income	21,663
Luncheon Income	34,806
Membership Dues Income	118,552
Miscellaneous Income	2,719
Scholarship Income	10,148
Special Events Income	32,888
Total Revenues	<u>267,411</u>
<u>Expenses</u>	
Program Expenses	
Advertising	11,587
Ambassador	1,705
Banquet Expense	13,473
Directory	6,020
Golf Tournament	6,104
Luncheon	27,150
Membership Relations	704
Miscellaneous	7,927
Payroll	101,289
Rent	2,180
Scholarship	16,000
Special Events	17,693
Travel and Meetings	2,974
Utilities	555
Total Program Expenses	<u>215,361</u>
Administrative Expenses	
Accounting & Legal Services	4,425
Dues and Subscriptions	2,880
Insurance	3,456
Insurance-Health	21,196
Office Equipment	7,013
Office Supplies	13,769
Telephone	239
Total Administrative Expenses	<u>52,978</u>
Total Ordinary Expenses	<u>268,339</u>
Net Ordinary Increase in Net Assets	(928)
Other Revenue	
Interest Revenue	28
PFTF Military Affairs and Dues	9,000
Total Other Income	<u>9,028</u>
Other Expenses	
Downtown Revitalization	3,950
PFTF (Phelps For the Fort)	9,221
Total Other Expenses	<u>13,171</u>
Net Other Income	<u>(4,143)</u>
Change in Net Assets Without Donor Restrictions	(5,071)
Net Assets at Beginning of Year	220,033
Prior Period Adjustment	<u>(4,495)</u>
Net Assets at End of Year	<u>\$ 210,467</u>

*II. A. 18.*

**ROLLA AREA CHAMBER OF COMMERCE-CHAMBER  
STATEMENT OF ACTIVITIES AND CASH FLOWS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

	2019
<u>Cash Flows from Operating Activities</u>	
Change in Net Assets	\$ (5,071)
Adjustments to Reconcile Change in Net Assets to	
Net Cash Provided by Operating Activities	
(Increase)Decrease in Accounts Receivable	(690)
(Increase)Decrease in Prepaid Expenses	(3,399)
(Increase)Decrease in Due From Tourism	(2,503)
Increase (Decrease) in Accounts Payable	(1,718)
Increase (Decrease) in Accrued Sick Leave Payable	1,664
Increase (Decrease) in Payroll Tax Liabilities	1,363
Increase (Decrease) in Other Current Liabilities	54,388
Net Cash Provided (Used) by Operating Activities	44,034
 <u>Cash Flows from Investing Activities</u>	
(Increase)Decrease in Downtown Revitalization Loans Receivable	3,912
Net Cash Provided (Used) by Operating Activities	3,912
 <b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	47,946
Cash and Cash Equivalents at Beginning of Year	226,253
Cash and Cash Equivalents at End of Year	\$ 274,199

*II A.19.*

**ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND  
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS  
AS OF DECEMBER 31, 2019**

**Assets**

	<b>2019</b>
Current Assets	
Cash	\$ 125,099
Prepaid Expenses	-
Accounts Receivable	41,230
Total Current Assets	166,329
Property and Equipment	
Leasehold Improvements	66,588
Furniture and Fixtures	14,848
Equipment	9,915
Accumulated Depreciation	(8,508)
Total Property and Equipment	82,843
<b>Total Assets</b>	<b>\$ 249,172</b>

**Liabilities and Net Assets**

Current Liabilities	
Accounts Payable	\$ 2,855
Accrued Sick Leave Payable	12,335
Current Portion of Long Term Debt	9,881
Due to Chamber	12,998
Total Current Liabilities	38,069
Long Term Liability	
Remodel Loan	20,812
<b>Total Liabilities</b>	58,881
Net Assets	
Net Assets Without Donor Restrictions	190,291
Net Assets With Donor Restrictions	-
Total Net Assets	190,291
<b>Total Liabilities and Net Assets</b>	<b>\$ 249,172</b>

*II. A. 20*

**ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND**  
**STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH**  
**BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

Without Donor Restrictions	<u>2019</u>
<b>Revenues</b>	
Motel Tax Income	\$ 319,077
Bank Interest Income	341
Rental Income	3,980
Special Events Income	8,022
State COOP Grant	-
Miscellaneous Income	7,892
Total Revenues	<u>339,312</u>
<b>Expenses</b>	
<b>Program Expenses</b>	
Advertising	25,547
Brochures	1,912
Building & Grounds	26,028
Cleaning Service	6,672
Grants	37,750
Land Payment	25,550
Miscellaneous	1,376
Payroll	130,369
Signage	14,900
Special Events/Promotion	7,776
Travel and Meetings	3,434
Utilities	5,516
Total Program Expenses	<u>286,830</u>
<b>Administrative Expenses</b>	
Accounting & Legal Services	4,478
Depreciation Expense	5,244
Dues and Subscriptions	3,664
Insurance	4,227
Insurance-Health	19,300
Office Equipment	6,987
Office Supplies	10,665
Telephone	2,447
Total Administrative Expenses	<u>57,012</u>
Total Ordinary Expenses	<u>343,842</u>
Net Ordinary Increase in Net Assets	(4,530)
<b>Other Expense</b>	
Loss on Disposal of Assets	-
Change in Net Assets Without Donor Restrictions	<u>(4,530)</u>
Net Assets at Beginning of Year	204,570
Prior Period Adjustment	(9,749)
Net Assets at End of Year	<u>\$ 190,291</u>

**ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND  
STATEMENT OF ACTIVITIES AND CASH FLOWS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2019**

	<b>2019</b>
<b><u>Cash Flows from Operating Activities</u></b>	
Change in Net Assets	\$ (4,530)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities	
Depreciaton	5,244
(Increase)Decrease in Accounts Receivable	(11,155)
(Increase)Decrease in Prepaid Expenses	100
Increase (Decrease) in Accounts Payable	2,463
Increase (Decrease) in Accrued Sick Leave Payable	2,586
Increase (Decrease) in Other Current Liabilities	2,503
Net Cash Provided (Used) by Operating Activities	(2,789)
 <b><u>Cash Flows from Investing Activities</u></b>	
(Increase) Decrease of Leasehold Improvements	-
(Increase) Decrease of Furniture and Equipment	-
Net Cash Provided (Used) by Investing Activities	-
 <b><u>Cash Flows from Financing Activities</u></b>	
Proceeds from Long Term Debt	-
Payments on Long Term Debt	(10,744)
Net Cash Provided (Used) by Financing Activities	(10,744)
 <b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	 <b>(13,533)</b>
Cash and Cash Equivalents at Beginning of Year	138,632
Cash and Cash Equivalents at End of Year	\$ 125,099

*II. A. 22.*





# KEAN, WIGGINS & COMPANY LLC

February 28, 2020

CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of  
Rolla Area Chamber of Commerce

We have audited the financial statements of the Rolla Area Chamber of Commerce for the year ended December 31, 2019, and have issued our report thereon dated February 28, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 14, 2020. Professional standards also require that we communicate to you the following information related to our audit.

## Significant Audit Findings

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Rolla Area Chamber of Commerce are described in Note 1 to the financial statements. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements was:

Management's estimate of the allocation of payroll between the Chamber and Tourism funds is based on the amount of time employees spend on these corresponding activities. We evaluated the key factors and assumptions used to develop the payroll allocations in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosures in notes three and four in which describe the Chamber's contract with the City of Rolla and the concentration of income from the motel tax.

The disclosure in note 9 which describes the prior period adjustment made to accrue the sick leave payable balance as of December 31, 2018.

The financial statement disclosures are neutral, consistent, and clear.

### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

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*II. A. 23*

*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated February 28, 2020.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with modified cash basis of accounting, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors of the Rolla Area Chamber of Commerce and is not intended to be, and should not be, used by anyone other than these specified parties.

*Kean, Wiggins + Company LLC*

Kean, Wiggins & Company, LLC

*II. A. 24.*

2020

# Fiscal Year 2nd Quarter Report



Rolla Municipal Utilities  
Provided to Rolla City Council  
May 18, 2020

II B1

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## A STATEMENT BY THE BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

1. To give the best possible service to the Citizens of Rolla.
2. To accumulate funds for the payment of the indebtedness. (Bond Issue and Revenue Certificates).
3. To build up reserve funds for any emergency and for replacement of machinery and equipment.

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

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

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

## Rolla Board of Public Works

H. E. CASTLEMAN, President  
F. H. FRAME, Vice-President  
R. E. SCHUMAN, Secretary  
F. A. CAMERON, Member

## SECOND QUARTER FINANCIAL RECAP (Unaudited)

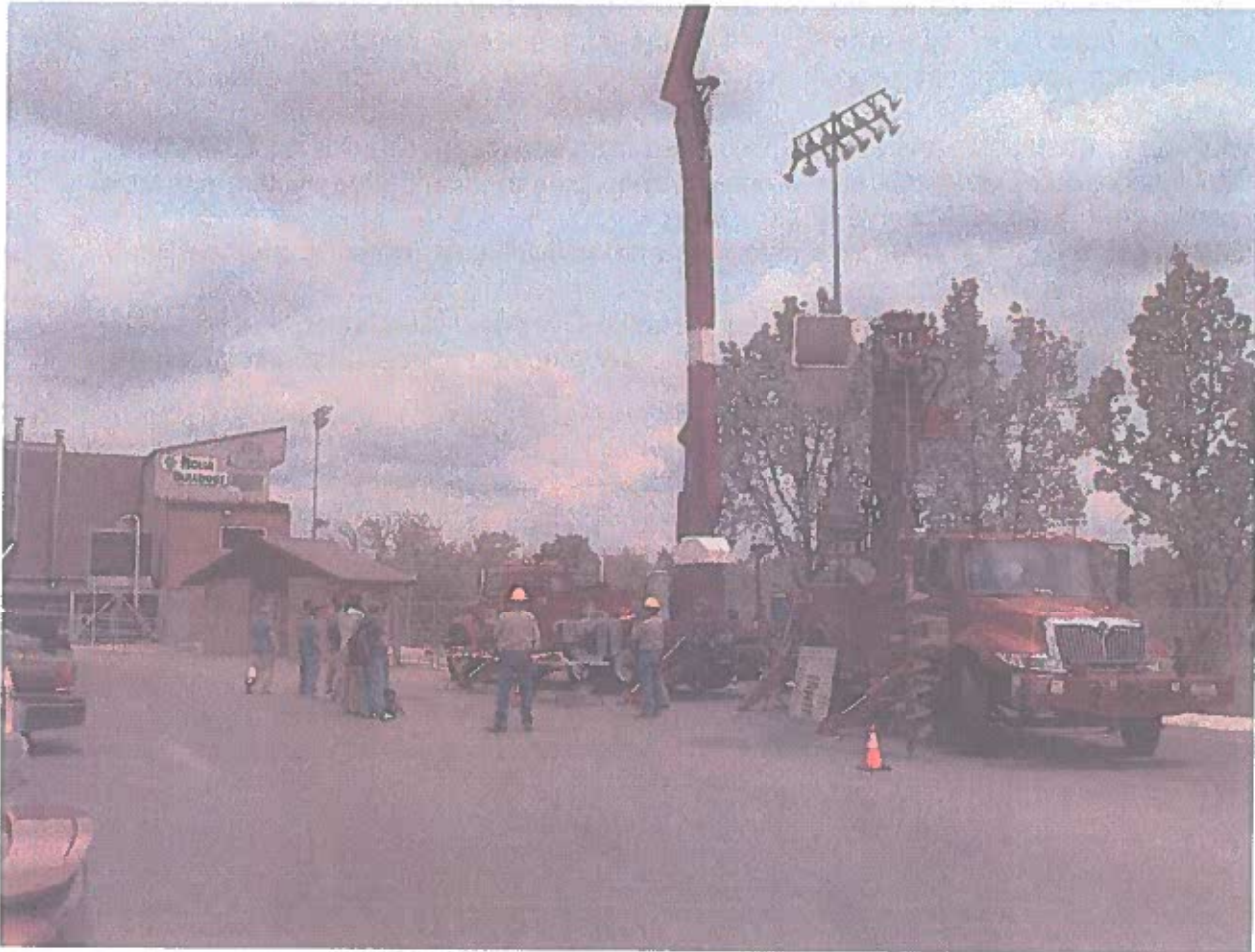
### OPERATING INCOME and EXPENSES

	2nd Quarter FY 2019	2nd Quarter FY 2020	CHANGE
OPERATING REVENUES	\$16,495,155	\$15,493,574	(\$1,001,581)
OPERATING EXPENSES	\$15,748,709	\$16,267,267	\$518,558
OPERATING INCOME	\$746,446	\$226,307	(\$520,139)
OTHER INCOME & EXP.	\$411,810	\$376,426	(\$35,384)
NET INCOME	\$1,158,257	\$602,734	(\$555,523)

Upon completion of the second quarter of FY 2020, Operating Revenues are down \$1,001,581 as compared to last year. Operating Expenses are up \$518,558 for the same period resulting in an Operating Income of \$226,307, which is down \$520,139. When combined with miscellaneous income and expenses, RMU experienced a Net income of \$602,734, which down \$555,523 as compared to the second quarter of FY2019.



## STATUS OF PENDING PROJECTS



RMU participates in Rolla High School "Experts in the Classroom"

### **ELECTRIC DEPARTMENT**

#### **• ELECTRICAL EXTENSIONS/UPGRADES**

- Bridge School Road – Replaced poles for static wire installation. Started, May 7, 2019. Ongoing.
- Fairfield Inn, 1670 Old Wire Outer Road – Overhead electric installation, new transformer and meter. Started, July 1, 2019. Completed, February 18, 2020.
- St Maria's Tatanda, McCutchen Road – Underground distribution installation. Started, July 30, 2019. Ongoing.
- 1303 Nagogami Road – Relocated overhead distribution system to underground and reconfigured transformer and metering. Started, October 8, 2019. Completed, April 9, 2020.
- Kingshighway – Highway 63 to Fairgrounds Road – Reconfigured electric distribution system in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Started, November 12, 2019. Ongoing.

- East Meadow Subdivision, Lions Club Drive and Highway O – Single phase electric underground primary. Started, January 2, 2020. Ongoing.
- 205 West 11<sup>th</sup> Street – New services for new mixed use commercial and multi-unit residential building. Started and completed, February 11, 2020.
- Dewing substation transformer – Failure caused the need to install spare transformer and diagnosis/repair unit. Started, October 1, 2018. Returned to service, March 4, 2020.
- Holloway substation transformer – Removed from service for rebuild. April 18, 2019.
- 507 Winchester Drive – Extended underground primary distribution system and new transformer. Started, March 9, 2020. Ongoing.
- 212 West 9<sup>th</sup> Street – New transformer and revisions to metering and services. Started, March 10, 2020.
- 11<sup>th</sup> Street and Powell Avenue, Phelps Health – Overhead distribution and one pole, transformer and metering to provide temporary electric service. Started, March 18, 2020. Completed, April 23, 2020.



## **WATER DEPARTMENT**

### **• WATER MAIN INSTALLATION**

- Olive Street-Highway 72 to 9<sup>th</sup> Street-3<sup>rd</sup> Street-Olive to Oak Street-Oak Street-2<sup>nd</sup> Street to 3<sup>rd</sup> Street – Replaced existing 4" and 6" mains with new 8" PVC. Started, June 19, 2019. September 2019 – The project is completed from 9<sup>th</sup> to 5<sup>th</sup> Streets. The remaining will be completed, 2020. Ongoing.
- Greenbriar Drive – Replaced existing 6" mains with 8" PVC. Started, October 29, 2019. Completed, March 6, 2020.



- Casey Lane, Britt Lane, Ella Court, and Kadison Court – Replaced water service lines. Started, November 18, 2019. Completed, January 30, 2020.
- Ashwood Drive – Replaced 2" and 6" mains with new 8" PVC. Started, March 25, 2020. Ongoing.
- Oxford Drive – Replaced water service lines. Started, March 26, 2020. Ongoing.
- Missouri Department of Health and Senior Services-State Public Health Laboratory, Jefferson City, MO – Inspected bacteriological laboratory for certification. February 26, 2020.

## **MISCELLANEOUS**

### • **PERSONNEL**

- New hire – January 16, 2020 – Night Serviceman
- New hire – March 23, 2020 – Tree Trimmer

### • **TRAINING**

- Environmental Systems Research Institute, Chicago II – Midwest Users Conference held February 25-26, 2020. One RMU employee attended.
- Kowelman Engineering and Faith Group Security Firm, St Louis, MO – America's Water Infrastructure Act Risk and Resiliency workshop held February 25, 2020. One RMU employee attended.

### • **MJMEUC/MoPEP UPDATES**

- MoPEP generation update which reports the breakdown of generation resources is as follows:
  - 75% Coal
  - 15% Natural gas
  - 10% Renewables
- Dynegy Cost Plus contract (Illinois coal power) will expire in 2021. MoPEP is replacing it with a combination of wind and natural gas for cost savings. This will lower coal generated power to approximately 55% of total production and increase natural gas and renewables to approximately 25% and 20% respectively.
- Projections indicate wholesale all-in-costs, which are based on the upcoming fuel switch, dropping in 2022 to the low range of \$60, not including transmission.
- New wholesale rate structure discussions included: 1) How each Utility's coincident peak is determined; 2) How costs are allocated between generation costs and serving the Pool's load; 3) If this new rate structure is adopted, this will provide additional mechanisms where local programs can lower cost further or help incentivize good load growth such as:
  - Demand side Management
  - Time of use Rates
  - Seasonal Rates
  - Encourage off-peak usage, i.e. EV charging
  - More competitive industrial rates
  - Rebate or incentive programs
- Action on the rate structure is expected by mid-year, with implementation to follow in 2021-2022. These and other programs should be reviewed with the next Cost of Service Study to determine local feasibility and benefits.

- Bourne testified at two hearings at the Capitol in opposition to HB2033, SB597, and SB604 which limit use of eminent domain for the Grain Belt Express project. The bill has been passed by the House.
- **Grain Belt Express product updates:**
  - The Grain Belt Express project is a very important component to our upcoming planned fuel switch to help lower wholesale costs.
  - On March 17<sup>th</sup>, the Missouri Supreme Court upheld the Missouri Court of Appeals Eastern District's 2019 decision reaffirming a PSC decision that approved a certificate of need and necessity for the Grain Belt Express project.
  - We continue to monitor activity and legislation at the State Capitol on opposition to this project.

## 2020 COMPARATIVE RATE INFORMATION

- Requests for residential rate information were sent to several utilities within a 60 mile radius of Rolla. The following is a summary of the results received.
- Rate comparisons do not indicate the level of service provided with the actual commodity.

### Water Residential: Based on a Thirty (30) day month (5/8" meter) Consider:

- Type of source water
- Type of treatment
- Level of Service supplied
- Condition of system
- ISO Rating & water system
- Capital project budget
- Available response equipment
- Response to customers/leaks

5000 Gallons	2018	2019	2020
St. James	\$15.82	\$15.82	\$16.60
St. Robert	No response	15.16	\$15.92
Cuba	\$13.40	No response	No response
Hermann	\$39.30	\$39.30	\$31.50
Lebanon	\$15.19	\$15.19	\$12.98
Salem	No response	\$32.95	\$27.56
Owensville	\$18.20	\$18.20	\$15.70
Waynesville	\$25.50	\$26.50	\$23.50
Richland	\$21.00	\$21.00	\$19.50
<b>Rolla</b>	<b>\$22.92</b>	<b>\$22.92</b>	<b>\$25.50</b>
Houston	\$31.41	\$32.38	\$30.26
Newburg	\$29.22	\$30.45	\$38.75
Sullivan	\$28.79	\$28.79	\$23.97
Public Water #2 of Phelps County	\$41.15	\$41.15	\$41.15

**NOTE: Rate change from previous year.**

## 2020 COMPARATIVE RATE INFORMATION (con't)

**Electric Residential: Based on a Thirty (30) day month  
Consider:**

Condition of System  
Level of Service Provided  
Outage response  
Outage prevention/tree trimming

Safety and Training  
Capital project budget  
Available response equipment  
Long term planning

		2020		
		600 kWh	1100 kWh	2000 kWh
IOU	AmerenUE	N/A		
	Crawford	\$52.44	\$96.14	\$174.80
Co-Op's	Intercounty	\$87.33	\$130.36	\$207.82
	Gascosage	\$80.50	\$115.50	\$178.50
	Laclede	\$76.20	\$117.20	\$191.00
	Three Rivers	N/A		
	Sullivan	\$70.57	\$114.59	\$187.49
MMMPEP Cities	Cuba	N/A		
	Houston	\$66.50	\$107.10	\$220.78
	Newburg	\$94.07	\$145.37	\$237.71
		\$73.95	\$120.55	\$204.43
	Richland	\$83.60	\$128.50	\$209.32
	Salem	\$57.60	\$105.60	\$192.00
	St. Robert	\$78.00	\$123.20	\$204.56
	MoPEP Cities	Hermann	\$88.14	\$136.59
Lebanon		\$68.68	\$115.83	\$188.10
Waynesville		\$78.90	\$132.15	\$228.00
St. James		\$73.42	\$124.53	\$208.53
Rolla		\$72.50	\$111.90	\$183.00

Summer rates

Single Phase

Winter rates

Three Phase

## **2020 COMPARATIVE RATE INFORMATION (con't)**

### **NOTES:**

#### **ELECTRIC:**

- Intercounty Electric rates changed in April 2020, which are reflected.
- Laclede Electric adjusts rates every 12 months
- Gascosage electric has FAC of \$38.50, which is reflected.
- St James Municipal adjusts rates every 12 months.
- St Robert rates changed April 2020, which are reflected.
- City of Houston rate change will be 01/15/21.

#### **WATER:**

- St Robert increased rates in April 2020, which are reflected.
- Hermann sewer based on water consumption. \$23.75 service charge plus \$.0039 per gallon.



CITY OF ROLLA  
CITY COUNCIL AGENDA

**DEPARTMENT:** Steffanie Rogers  
Finance Director

**ACTION REQUESTED:** Ordinance/Final Reading

**DATE:** May 18, 2020

**BUDGET APPROPRIATION:** \$ 14,000.00

**SUBJECT:** Service Agreement between the City of Rolla and Phelps County Emergency Services Board

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**COMMENTARY:**

On December 1, 2014, City Council renewed a contract between the City of Rolla and Phelps County Emergency Services Board for all accounting functions. The agreement authorizes the City of Rolla to provide accounting services for the Phelps County Emergency Services Board, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Phelps County Emergency Services Board. This agreement fosters a better working relationship with the Board, which is important. The proposed agreement can be amended but will last through December 31, 2023.

Staff is recommending the approval of this proposed contract and ordinance.

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ITEM NO. \_\_\_\_\_

*III. A. 1*

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Technical Assistance Contract between the City of Rolla, Missouri and the Phelps County Emergency Services Board, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18<sup>TH</sup> DAY OF MAY 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III. A. 2.



**TECHNICAL ASSISTANCE CONTRACT**  
by and between  
**THE PHELPS COUNTY EMERGENCY SERVICES BOARD**  
and  
**THE CITY OF ROLLA**

This Agreement is made and entered into on the 18<sup>th</sup> day of May, 2020 by and between the Phelps County Emergency Services Board, Rolla, Missouri, hereinafter referred to as "PCESB" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

**1. Accounting Services to the PCESB.** City may provide the services of one or more of its employees to the Board for the purpose of providing a qualified accountant and his/her assistants to accomplish the following tasks:

- a) Prepare and maintain the necessary financial records of the Board, including appropriate journals and ledgers, using generally accepted accounting principles.
- b) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Board on the status of its financial position on a semi-annual basis, or as requested.
- c) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service if necessary.
- d) Maintenance and management of all necessary bank accounts.
- e) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, if needed.

**2. PCESB to Supply Supply Information and Cover Cost of PCESB Employees.** The PCESB shall supply City all needed information in order for City to completely and thoroughly do its job under this contract. Total compensation costs for all PCESB personnel shall be billed and paid for by PCESB as required by PCESB. PCESB personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or PCESB Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

**3. Independent Contractor.** Both the PCESB and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party.

III. A. 3.

4. **Confidential Information.** City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the PCESB and in accordance with the MO Sunshine Law.

5. **PCESB to Hold Harmless City.** The PCESB will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The PCESB further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. **Time of Performance.** City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. **Compensation for Services Rendered.** PCESB shall pay an annual fixed cost of \$7,500 to be billed on a monthly basis. An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City's budget process. This adjustment will take effect in January of each subsequent year of this agreement. In addition, PCESB will pay \$6,500 per year for administrative services provided by the Rolla Police Department.

8. **Termination of Agreement.** This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or the PCESB may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the PCESB shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and PCESB agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City's and PCESB's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

III. A. 4.

11. **Conflict of Interest.** No member of the governing Board of PCESB or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and the PCESB have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

15. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to PCESB at the Phelps County Courthouse, 200 North Main Street, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time manner.

16. **Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

17. **Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**PHELPS COUNTY EMERGENCY SERVICES BOARD**

**CITY OF ROLLA, MO**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Attest**

*III. A. 5.*



CITY OF ROLLA  
CITY COUNCIL AGENDA

**DEPARTMENT:** Steffanie Rogers  
Finance Director                      **ACTION REQUESTED:** Ordinance/Final Reading

**DATE:** May 18, 2020                      **BUDGET APPROPRIATION:** \$ 10,000.00

**SUBJECT:** Service Agreement between the City of Rolla and Rolla Public Library

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**COMMENTARY:**

On October 20, 2017, City Council renewed a contract between the City of Rolla and Rolla Public Library Board for all accounting functions. The agreement authorizes the City of Rolla to provide accounting services for the Rolla Public Library, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Library Board. This agreement fosters a better working relationship with the Library Director and Library Board, which is important. The proposed agreement can be amended but will last through December 31, 2023.

Staff is recommending the approval of this proposed contract.

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ITEM NO. \_\_\_\_\_

III. B.1.

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA PUBLIC LIBRARY.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Technical Assistance Contract between the City of Rolla, Missouri and the Rolla Public Library, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18<sup>TH</sup> DAY OF MAY 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

*III. B. 2.*

**TECHNICAL ASSISTANCE CONTRACT**

by and between

**THE ROLLA PUBLIC LIBRARY**

and

**THE CITY OF ROLLA**

This Agreement is made and entered into on the 18<sup>th</sup> day of May, 2020 by and between Rolla Public Library, Rolla, Missouri, hereinafter referred to as "Library" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. **Services to the Library.** City shall provide the following services to the Library for purposes of providing technical assistance in the administration of the Library Board:

A. **Accounting Services:** A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

- 1) Prepare and maintain the necessary financial records of the Library Board, including appropriate journals and ledgers, using generally accepted accounting principles.
- 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Library Board on the status of its financial position on a semi-annual basis, or as requested.
- 3) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service, if necessary.
- 4) Maintenance and management of all necessary bank accounts.
- 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Library personnel.

B. **Administrative Services:** Qualified individuals shall be available at the request of the Library Board and/or its employee to accomplish the following tasks:

- 1) Provide administrative assistance to the Library Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
- 2) Assist the Library Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending.
- 3) Keep on file all minutes of Library Board meetings and all other pertinent documents.

III. B 3.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

**2. The Library to Supply Information and Cover Cost of Library Employees.** The Library shall supply City all needed information in order for City to completely and thoroughly do its job under this contract. Total compensation costs for all Library personnel shall be billed and paid for by Library as required by City. Library personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or Library Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

**3. Independent Contractor.** Both the Library and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party. Library personnel shall be under the supervision, direction and control of the Board and the Board shall determine compensation to be provided to all Library personnel. Library personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

**4. Confidential Information.** City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the Library and in accordance with the MO Sunshine Law.

**5. The Library to Hold Harmless City.** The Library will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The Library further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

**6. Time of Performance.** City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

III . B. 4.



7. **City Compensation for Services Rendered.** Library shall pay an annual fixed cost of \$10,000 to be bill on a monthly. An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City's budget process. This adjustment will take effect in July of each subsequent year of this agreement.

8. **Termination of Agreement.** This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or the Library may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Library shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and the Library agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City's and the Library's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of the Library or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and the Library have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri

III, B 5.

65402; and to the Library at 900 N. Pine St., Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

**15. Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

**16. Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**ROLLA PUBLIC LIBRARY**

**CITY OF ROLLA, MO**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Attest**

*III B.6.*



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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA RURAL FIRE PROTECTION DISTRICT.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Technical Assistance Contract between the City of Rolla, Missouri and the Rolla Rural Fire Protection District, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18<sup>TH</sup> DAY OF MAY 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

*III C.2*

**TECHNICAL ASSISTANCE CONTRACT**  
by and between  
**ROLLA RURAL FIRE PROTECTION DISTRICT**  
and  
**THE CITY OF ROLLA**

This Agreement is made and entered into on the 18<sup>th</sup> day of May, 2020 by and between the Rolla Rural Fire Protection District, Rolla, Missouri, hereinafter referred to as "Rolla Rural" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. **Services to the Rolla Rural.** City shall provide the following services to Rolla Rural for purposes of providing technical assistance in the administration of the Rolla Rural Board:

A. **Accounting Services:** A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

1) Prepare and maintain the necessary financial records of the Rolla Rural Board, including appropriate journals and ledgers, using generally accepted accounting principles.

2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the Rolla Rural Board on the status of its financial position on a semi-annual basis, or as requested.

3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.

4) Maintenance and management of all necessary bank accounts.

5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Rolla Rural personnel.

B. **Administrative Services:** Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish the following tasks:

1) Provide administrative assistance to the Rolla Rural Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.

2) Assist the Rolla Rural Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

III. C. 3.

3) Keep on file all minutes of Rolla Rural Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

C. Technology Services: Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish tasks are related to Information Technology.

**2. Rolla Rural to Supply.** Rolla Rural shall supply City with all needed information in order for it to completely and thoroughly do its job. Rolla Rural shall pay to City an amount equal to the actual salary and benefits of the Rolla Rural personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

**3. Independent Contractor.** Both Rolla Rural and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Rolla Rural Board shall have the authority to obligate or bind the other without the express written consent of the other party. Rolla Rural personnel shall be under the supervision, direction and control of the Rolla Rural Board and the Rolla Rural Board shall determine compensation to be provided to all Rolla Rural personnel. Rolla Rural personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

**4. Confidential Information.** City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the Rolla Rural and in accordance with the MO Sunshine Law.

**5. Rolla Rural to Hold Harmless City.** Rolla Rural will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. Rolla Rural further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

**6. Time of Performance.** City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

III. C. 4.

7. **Consideration.** Rolla Rural agrees to pay on a monthly basis the direct compensation and benefits of Rolla Rural personnel. In addition Rolla Rural shall an annual fixed cost of \$10,000 to be billed on a monthly basis. An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. **Termination of Agreement.** This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or the Rolla Rural may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Rolla Rural shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and the Rolla Rural agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City's and the Rolla Rural's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of Rolla Rural or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and Rolla Rural have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Rolla Rural Fire Protection District at 1575 Lions Club Drive, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

15. **Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. **Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**ROLLA RURAL FIRE  
PROTECTION DISTRICT**

**CITY OF ROLLA, MO**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Attest**

*III C. G.*



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Steve Hargis**

**ACTION REQUESTED: Final Reading**

**ITEM/SUBJECT: Project #473 – Southeast Wastewater Plant Improvements**

**BUDGET APPROPRIATION:**

**DATE: 05/18/20**

\*\*\*\*\*

**COMMENTARY:**

**Attached is an ordinance authorizing the Mayor to enter into a contract with McClanahan Construction Co. for improvements to our Southeast Wastewater Treatment Plant for \$14,156,988.99. This was awarded by Council and has been approved by DNR. The loan closing date for our State Revolving Loan Fund is set for May 28, 2020.**

**Staff recommends approval.**

*III. D. 1.*

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MCCLANAHAN CONSTRUCTION CO., FOR IMPROVEMENTS TO OUR SOUTHEAST WASTEWATER TREATMENT PLANT, PROJECT #473.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and McClanahan Construction Co., for improvements to our Southeast Wastewater Treatment Plant, Project #473 Southeast WWTP, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18<sup>th</sup> DAY OF MAY 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III, D.2. ○

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Rolla, Missouri ("Owner") and  
McClanahan Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: ***Constructing a new oxidation ditch, clarifier, RAS/WAS and intermediate pumping, chemical feed facilities, modification of several existing facilities and associated Site Work, piping, electrical, and instrumentation.***

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Southeast WWTP Improvements.**

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by **HDR Engineering, Inc.**
- 3.02 The Owner has retained **HDR Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 540 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 570 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$14,156,988.99.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about a mutually agreeable day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the maximum allowable rate.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.
    - a. Maintenance Bond (pages 1 to 2, inclusive).
  - 5. General Conditions (pages 1 to 65, inclusive).
  - 6. Supplementary Conditions (pages 1 to 11, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
  - 9. Addenda numbers 1 to 7, inclusive.
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 7, inclusive).
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

- A. Any provision or part of the Contract Documents 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 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on { \_\_\_\_\_ } (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

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

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

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.

III. D. 9.

**SECTION 00 61 13**  
**PERFORMANCE BOND (EJCDC C-610)**

EJCDC C-610 Performance Bond Form

HDR Project No. 10116104

City of Rolla, Missouri  
Southeast WWTP Improvements  
PERFORMANCE BOND (EJCDC C-610)  
00 61 13 - 1

December 2019  
Issued for Bid

III, P. 10.

**PERFORMANCE BOND**

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri  
Physical Address:  
901 North Elm Street  
Rolla, MO 65401

Mailing Address:  
PO Box 979  
Rolla, MO 65402

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description (name and location): Southeast WWTP Improvement, Rolla, Missouri

**BOND**

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**IMPORTANT** - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

III 211

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**SECTION 00 61 14**  
**PAYMENT BOND (EJCDC C-615)**

EJCDC C-615 Payment Bond Form

HDR Project No. 10116104

City of Rolla, Missouri  
Southeast WWTP Improvements  
PAYMENT BOND (EJCDC C-615)  
00 61 14 - 1

December 2019  
Issued for Bid

III. D.14.

### PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri

Physical Address:

901 North Elm Street

Rolla, MO 65401

Mailing Address:

PO Box 979

Rolla, MO 65402

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Southeast WWTP Improvements, Rolla, Missouri

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

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

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the



Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**SECTION 00 61 15  
MAINTENANCE BOND**

HDR Project No. 10116104

City of Rolla, Missouri  
Southeast WWTP Improvements  
MAINTENANCE BOND  
00 61 15 - 1

December 2019  
Issued for Bid

III D. 18.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

(Name of Contractor)

(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

**City of Rolla, Missouri**  
(Name of Owner)

**Physical: 109 North Elm Street, Rolla, MO 65041**  
**Mailing: PO Box 979, Rolla, MO 65402**  
(Address of Owner)

**Southeast WWTP Improvements**  
(Project)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Principal entered into a written agreement with the OWNER, for the construction and reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

Whereas, the parties agree that the laws of the State of Missouri shall govern this MAINTENANCE BOND. Any action arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

III. D.19.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be  
Number

deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
(Principal) Secretary

(SEAL) By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Witness to Surety) By \_\_\_\_\_ (s)  
Attorney-in-Fact

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.
5. Provide supplemental execution by any additional parties, such as joint venturers.
6. Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

III D. 20.



**BID FORM**

**CITY OF ROLLA, MISSOURI**

**Southeast WWTP Improvements**

**HDR Project Number 10116104**

III. 0.22.

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Rolla, Missouri, 901 North Elm Street, Rolla, MO 65401**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER’s Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
Addendum No. 1	01/31/2020
Addendum No. 2	02/04/2020
Addendum No. 3	02/24/2020
Addendum No. 4	02/28/2020
Addendum No. 5	03/02/2020
Addendum No. 6	03/03/2020
Addendum No. 7	03/04/2020

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

III. D. 24



obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.01.1	Mobilization (Not to exceed 2 PCT of Total Bid Price)	LS	1	\$100,000	\$100,000
5.01.2	Pre-Determined Equipment Price Items				
5.01.2.a	Flygt Scope of Supply - Series 57 <sup>(1)</sup> Attachment A	LS	1	N/A	\$23,289.00
5.01.2.b	Trojan Technologies Scope of Supply - Series 48 <sup>(1)</sup> Attachment B	LS	1	N/A	\$51,699.99
5.01.3	All work under the Bidding Documents not included in Bid items 5.01.1 through 5.01.2	LS	1	\$13,559,000	\$13,559,000
<b>Total of All Unit Price Bid Items</b>					<b>\$13,724,988.99</b>

**Total Base Bid Price =** \$ 13,724,988.99

(1) Pre-Determined Price/Scope of Supply: Contractor is responsible for purchase and installation to provide a complete and fully functional system. Any discrepancies between the Terms and Conditions Documents is the full responsibility of the Contractor. See Section 00 43 37 - Schedule of Suppliers; Paragraph 1.2.1 for additional requirements.

5.02 ADD ALTERNATE NO. 1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.02.1	Clarifier Mechanism – Circular Plow Type, for West Peak Flow Clarifier - Series 64 and Section 46 43 23	LS	1	N/A	323,000

**Total of Base Bid Plus Add Alternate No. 1 =** \$ 14,047,988.99

*opened  
 3:03 p.m.  
 3-4-2020  
 Carol*

*III. D. 26*

5.03 ADD ALTERNATE NO. 2

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.03.1	Fiberglass Launder Covers, for Clarifier No. 2 and No. 3 - Series 34; Series 36 (partial); and Section 46 67 13	LS	1	N/A	109,000

Total of Base Bid Plus Add Alternates No. 1 and No. 2 = \$ 14,156,988.99

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 540 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 570 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: \_\_\_\_\_ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

III D. 27.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

McClanahan Construction Co., Inc.

By:

[Signature]

Patrick McClanahan

[Printed name]

Patrick McClanahan, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Terri Basha

[Printed name]

Terri Basha

Title:

Office Manager

Submittal Date:

3/4/2020

Address for giving notices:

PO Box 439 Rogersville, MO 65742

Physical: 4525 S Farm Rd 223, Rogersville,  
MO 65742

Telephone Number:

417-753-2750

Fax Number:

417-753-7705

Contact Name and e-mail address:

Patrick McClanahan

mcclanahan@mcclanahancc.com

Bidder's License No.:

(where applicable)

McClanahan Construction Company, Inc.  
PO Box 439  
Rogersville, MO 65742  
417-753-2750 Fax: 417-753-7705  
Email: [mcclanahan@mcclanahancc.com](mailto:mcclanahan@mcclanahancc.com)

**City of Rolla - Southeast WWTP Improvements**

**Proposed Subcontractors**

<i>Jeppies Electric</i>	<i>Electrical</i>
<i>Multicraft Contractors, Inc.</i>	<i>HVAC + chemical piping</i>

McClanahan Construction Company, Inc.  
PO Box 439  
Rogersville, MO 65742  
417-753-2750 Fax: 417-753-7705  
Email: [mcclanahan@mcclanahancc.com](mailto:mcclanahan@mcclanahancc.com)

**City of Rolla - Southeast WWTP Improvements**

**Proposed Suppliers**

Vandevanter Engineering

III. 11.30.

**SECTION 00 62 16**  
**CERTIFICATE OF LIABILITY INSURANCE**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

HDR Project No. 10116104

City of Rolla, Missouri  
Southeast WWTP Improvements  
CERTIFICATE OF LIABILITY INSURANCE  
00 62 16 - 1

December 2019  
Issued for Bid

III, D-31.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C No. ExU):	FAX (A/C No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Project #473 – Vichy Road Wastewater Plant Improvements

BUDGET APPROPRIATION:

DATE: 05/18/20

\*\*\*\*\*

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into a contract with Mid-State Pipeline Maintenance LLC for Improvements to our Vichy Road Wastewater Treatment Plant for \$6,208,000.00. This was awarded by council and has been approved by DNR. The loan closing date for our State Revolving Loan Fund is set for May 28, 2020.

Staff recommends approval

III. E. 1.

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MID-STATE PIPELINE MAINTENANCE LLC, FOR IMPROVEMENTS TO OUR VICHY ROAD WASTEWATER TREATMENT PLANT, PROJECT #473.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Mid-State Pipeline Maintenance LLC, for improvements to our Vichy Road Wastewater Treatment Plant, Project #473 Vichy, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18<sup>th</sup> DAY OF MAY 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III E. 2.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Rolla, Missouri ("Owner") and  
Mid-State Pipeline Maintenance LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: ***Constructing influent pumping, screening, an oxidation ditch, clarifiers, UV disinfection, RAS/WAS pumping, chemical feed facilities, modification of several existing facilities and associated site work, piping, electrical, and instrumentation***

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Vichy Road WWTP Improvements.**

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by **HDR Engineering, Inc.**
- 3.02 The Owner has retained **HDR Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$6,208,000.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about a mutually agreeable day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the maximum allowable rate.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3 inclusive).
  - 3. Payment bond (pages 1 to 3 inclusive).
  - 4. Other bonds.
    - a. Maintenance Bond (pages 1 to 2, inclusive).
  - 5. General Conditions (pages 1 to 65, inclusive).
  - 6. Supplementary Conditions (pages 1 to 11, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
  - 9. Addenda numbers 1 to 5, inclusive.
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 5, inclusive).
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents 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 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on { \_\_\_\_\_ } (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

**SECTION 00 61 13**  
**PERFORMANCE BOND (EJCDC C-610)**

EJCDC C-610 Performance Bond Form

HDR Project No. 10116104

City of Rolla, Missouri  
Vichy Road WWTP Improvements  
PERFORMANCE BOND (EJCDC C-610)  
00 61 13 - 1

December 2019  
Issued for Bid

III E. 10.

### PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri

Physical Address:

901 North Elm Street

Rolla, MO 65401

Mailing Address:

PO Box 979

Rolla, MO 65402

#### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Vichy Road WWTP Improvement, Rolla, Missouri

#### BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**IMPORTANT** - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

#### CONTRACTOR AS PRINCIPAL

#### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

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

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**SECTION 00 61 14**  
**PAYMENT BOND (EJCDC C-615)**

EJCDC C-615 Payment Bond Form

HDR Project No. 10116104

City of Rolla, Missouri  
Vichy Road WWTP Improvements  
PAYMENT BOND (EJCDC C-615)  
00 61 14 - 1

December 2019  
Issued for Bid

III, E.14.

### PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri

Physical Address:

901 North Elm Street

Rolla, MO 65401

Mailing Address:

PO Box 979

Rolla, MO 65402

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Vichy Road WWTP Improvements, Rolla, Missouri

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
(seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the



Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**SECTION 00 61 15  
MAINTENANCE BOND**

HDR Project No. 10116104

City of Rolla, Missouri  
Vichy Road WWTP Improvements  
MAINTENANCE BOND  
00 61 15 - 1

December 2019  
Issued for Bid

III.E.18.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

**City of Rolla, Missouri**  
(Name of Owner)

**Physical: 109 North Elm Street, Rolla, MO 65041**  
**Mailing: PO Box 979, Rolla, MO 65402**  
(Address of Owner)

**Vichy Road WWTP Improvements**  
(Project)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the Principal entered into a written agreement with the OWNER, for the construction and reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

Whereas, the parties agree that the laws of the State of Missouri shall govern this MAINTENANCE BOND. Any action arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

III. E. 19.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN WITNESS WHEREOF, this instrument is executed in 8 counterparts, each one of which shall be  
Number

deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL) By \_\_\_\_\_ (s)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_

\_\_\_\_\_  
(Address) Surety

ATTEST:

\_\_\_\_\_  
(Witness to Surety) By \_\_\_\_\_ (s)

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_  
(Address) (Address)

- NOTE:
1. Date of BOND must not be prior to date of contract.
  2. If CONTRACTOR is partnership, all partners should execute BOND.
  3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
  4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.
  5. Provide supplemental execution by any additional parties, such as joint venturers.
  6. Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

III E. 20.



**SECTION 00 41 13**  
**BID FORM FOR CONSTRUCTION CONTRACTS (EJCDC C-410)**

**EJCDC C-410**  
**BID FORM FOR CONSTRUCTION CONTRACTS**

HDR Project No. 10116104

City of Rolla, Missouri  
Vichy Road WWTP Improvements  
BID FORM FOR CONSTRUCTION CONTRACTS (EJCDC C-410)  
00 41 13 - 1

March 2020  
Addendum No. 5

III. E. 22.

March 2020  
Addendum No. 5

**BID FORM**

**CITY OF ROLLA, MISSOURI**  
**Vichy Road WWTP Improvements**  
**HDR Project Number 10116104**

III.E.23

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III E. 24.



**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:  
**City of Rolla, Missouri, 901 North Elm Street, Rolla, MO 65401**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
Addendum No. 1	01/31/2020
Addendum No. 2	02/04/2020
Addendum No. 3	02/24/2020
Addendum No. 4	03/13/2020
Addendum No. 5	03/16/2020

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

March 2020  
Addendum No. 5

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

**4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

March 2020  
Addendum No. 5

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.01.1	Mobilization (Not to exceed 2 PCT of Total Bid Price)	LS	1	\$117,000	\$117,000 <sup>00</sup>
5.01.2	Pre-Determined Equipment Price Items			1,227,700 <sup>00</sup>	1,227,700 <sup>00</sup>
5.01.2.a	Trojan Technologies Scope of Supply - Series 36 <sup>(1)</sup> Attachment A	LS	1	N/A	\$158,800.00
5.01.2.b	Jim Myers and Sons Scope of Supply - Series 38 <sup>(1)</sup> Attachment B	LS	1	N/A	\$38,500.00
5.01.2.c	Durkin Equipment Company Scope of Supply <sup>(1)</sup> Attachment C	LS	1	N/A	\$429,051.00
5.01.3	All work under the Bidding Documents not included in Bid items 5.01.1 through 5.01.2	LS	1	\$	\$4,011,949 <sup>00</sup>
<b>Total of All Unit Price Bid Items</b>					<b>\$5,983,000<sup>00</sup></b>

**Total Base Bid Price =** \$ 5,983,000<sup>00</sup>

(1) Pre-Determined Price/Scope of Supply: Contractor is responsible for purchase and installation to provide a complete and fully functional system. Any discrepancies between the supplier's Terms and Conditions and the Contract Documents are the full responsibility of the Contractor. See Section 00 43 37 - Schedule of Suppliers; Paragraph 1.2.1 for additional requirements.

5.02 ADD ALTERNATE NO. 1

*Opened  
3-18-2020  
3:07 PM  
CRO1*

March 2020  
Addendum No. 5

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.02.1	Clarifier Mechanism – Circular Plow Type, for West Peak Flow Clarifier - Series 46 and Section 46 43 23	LS	1	N/A	\$ 225,000.00

Total of Base Bid Plus Add Alternate No. 1 =

\$ 6,209,000.00

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor's License No.: n/a [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - G. Required Bidder Qualification Statement with supporting data; and

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Midstate Pipeline Maintenance, LLC

March 2020  
Addendum No. 5

By:  
[Signature]

*J Zumwalt*

[Printed name]

Jim Zumwalt

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  
[Signature]

*Tony Miller*

[Printed name]

Tony Miller

Title:

Projects Manager

Submittal Date:

3/18/20

Address for giving notices:

PO Box 643

Belle, Mo 65013

Telephone Number:

573-859-3661

Fax Number:

573-859-3662

Contact Name and e-mail address:

Tony Miller

tmiller@midstatepipeline.com

Bidder's License No.:

n/a

(where applicable)

**SECTION 00 62 16**  
**CERTIFICATE OF LIABILITY INSURANCE**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

HDR Project No. 10116104

City of Rolla, Missouri  
Vichy Road WWTP Improvements  
CERTIFICATE OF LIABILITY INSURANCE  
00 62 16 - 1

December 2019  
Issued for Bid

*III.E.30*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ex):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

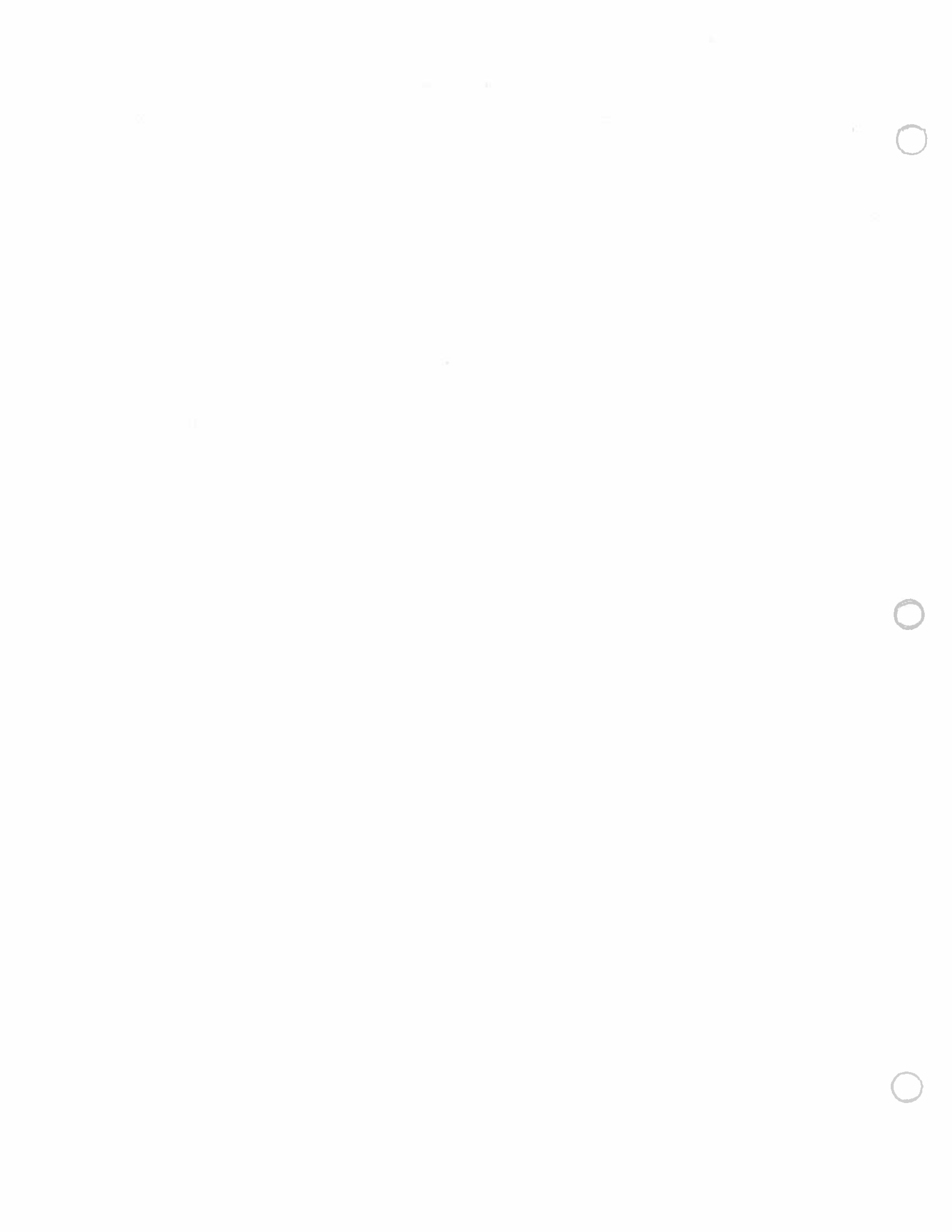
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (E& occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (E& accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE





CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Project #359 – Kingshighway and Route 72/Bishop Intersection Improvements

BUDGET APPROPRIATION: TDD \$4,240,000.00

DATE: 05/18/20

\*\*\*\*\*

COMMENTARY: City staff received one bid for Project #359 – Kingshighway & Route 72/Bishop Intersection Improvements. The bid was as follows:

Donald Maggi Inc. PO Box 66 Rolla, MO 65402	\$4,685,634.05
---	----------------

We knew there was limited interest in the project with low participation in the pre-bid meeting. The bid date was extended and the usual bidders were contacted to make sure they were aware of the project. Some common responses were that had ample work, not interested in doing the work or had concerns on housing and feeding out of town workers with the current COVID-19 restrictions and future uncertainties.

The Engineer's Estimate for this project was \$4,047,390.72. We evaluated the bid and found some items of the bid to be performed by subcontractors were much higher than what was anticipated.

We negotiated with the contractor to lower the bid price for the project. We are proposing an \$872,679.75 deduct from the contract with a change order. The street light installation was modified and the bid price was lowered from \$477,370.80 to \$329,661.30. The other items which involve finish items to be done either by city forces or a contractor currently under contract to the City. Those items include:

- Final lift of asphalt.
- Signing, painting and the installation of the RRFB Mid-Block Pedestrian Crossing.
- Final grading, landscape and amenities and installation of sod.
- Construction Staking.

These costs will be reimbursed from the Move Rolla TDD. Given these changes we estimate the total project will be \$4,240,000.00. We do not believe rebidding the project to be of any benefit. This project will be particularly cumbersome to build and will require a lot of work be done at night under very tight deadlines. Both would be factors in higher than usual bid prices.

We have presented this to the Move Rolla TDD Board and they have approved the bid and change orders.

Staff recommends the final reading of the ordinance authorizing the Mayor to enter into the contract with Donald Maggi Inc. for \$4,685,634.05 and approve Change Order #1 for Project 359 – Kingshighway deducting \$872,679.75 from the contract.

The next item in the agenda will be for the change order with Pierce Asphalt for the addition of \$306,000.00 to Project Number 500.

III F.I.

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT AND CHANGE ORDER BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI INC., FOR KINGSHIGHWAY IMPROVEMENTS & ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS, PROJECT #359.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Donald Maggi Inc., for Kingshighway Improvements & Route 72 and Bishop Intersection Improvements, Project #359, a copy of said agreement being attached hereto and marked Exhibit A.

Section 2: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri change order #1 for Kingshighway Improvements & Route 72 and Bishop Intersection Improvements, Project #359, a copy of said change order being attached hereto and marked Exhibit B.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18<sup>th</sup> DAY OF MAY 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

*III. F. 2.*

## Exhibit B

<i>Department of Public Works</i>				Project Number    359 Kinghighway			
Change Order				Change Order    1			
Name and Location of Project				Date			
359 Kingshighway and Route 72 / Bishop Intersection Improvements							
Name and Address of Contractor							
Donald Maggi Inc.							
PO Box 66							
Rolla, MO 65402							
You are hereby directed to make the following changes from the contract:							
The City has negotiated with the contractor to remove several items from the contract. Those improvements will be completed by City forces.							
(1) Item No.		(3)	(4)	(5)	(6)	(7)	(8)
<i>Change Order</i>							
	Unit of Measure	Add Qty.	Deduct Qty.	Cost per Unit	Total Added	Total Deducted	
<b>Kingshighway Improvements</b>							
4011209	Bituminous Pavment BP-1	Ton		3600	\$102.00	\$ -	\$ 367,200.00
6089905	Stamped and Colored Concrete	SY		320	\$108.00	\$ -	\$ 34,560.00
6200007	Cold Applied Tape 6 In. White	LF		702	\$7.50	\$ -	\$ 5,265.00
6200013	Cold Applied Tape 24 In. White	LF		186	\$50.00	\$ -	\$ 9,300.00
6200019	Cold Applied Tape L/R Arrow	EA		51	\$300.00	\$ -	\$ 15,300.00
6200022	Cold Applied Tape Straight Arrow	EA		1	\$300.00	\$ -	\$ 300.00
6200034	Cold Applied Tape 30 In. White Midblock	EA		6	\$400.00	\$ -	\$ 2,400.00
6200040	Cold Applied Tape 12 In. White Yield Line	EA		12	\$150.00	\$ -	\$ 1,800.00
6205901A	4 In. Yellow High Build Paint	LF		7240	\$2.50	\$ -	\$ 18,100.00
6205902A	6 In. White High Build Paint	LF		1159	\$2.75	\$ -	\$ 3,187.25
6206125A	24 In. Yellow Paint	LF		44	\$5.25	\$ -	\$ 231.00
6274000	Contractor Furnished Survey and Staking	LS		1	\$41,800.00	\$ -	\$ 41,800.00
8034000	Buffalograss Sodding	SY		4646	\$25.50	\$ -	\$ 118,473.00
8059901	Landscape and Amenities	LS		1	\$38,650.00	\$ -	\$ 38,650.00
9019901	Roadway Lighting	LS		1	\$477,370.80	\$ -	\$ 477,370.80
<b>TOTAL OF COST COLUMNS (Page 1)</b>						<b>\$ -</b>	<b>\$1,133,937.05</b>
Contractor		Date					
Public Works Director		Date					
Mayor		Date					

III F 3

<i>Department of Public Works</i>	Project Number <b>359 Kinghighway</b>
<b>Change Order</b>	Change Order <b>1</b>

Name and Location of Project <b>359 Kingshighway and Route 72 / Bishop Intersection Improvements</b>	Date
---	------

Name and Address of Contractor  
 Donald Maggi Inc.  
 PO Box 66  
 Rolla, MO 65402

**You are hereby directed to make the following changes from the contract:**  
 The City has negotiated with the contractor to remove several items from the contract. Those improvements will be completed by City forces.

(1) Item No.	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		<i>Change Order</i>					
		Unit of Measure	Add Qty.	Deduct Qty.	Cost per Unit	Total Added	Total Deducted
<b>TOTALS FROM PAGE 1</b>						\$ -	\$1,133,937.05
9029901B	Signalized RRFB Mid Block Ped Crossing	LS		1	\$22,404.00	\$ -	\$ 22,404.00
9039901A	Standard Sign Assemblies	LS		1	\$17,000.00	\$ -	\$ 17,000.00
9039901B	Sign Relocation	LS		1	\$10,000.00	\$ -	\$ 10,000.00
COI	Revised Roadway Lighting	LS	1		\$329,661.30	\$ 329,661.30	\$ -
<b>Route 72 and Bishop Intersection Improvements</b>							
6209901	Pavement Marking	LS		1	\$5,000.00	\$ -	\$ 5,000.00
6274000	Contractor Furnished Survey and Staking	LS		1	\$5,000.00	\$ -	\$ 5,000.00
9039902Q	Seeding Cool Seasons Mixture	Acre		0.2	\$10,000.00	\$ -	\$ 2,000.00
9039901A	Standard Sign Assemblies	LS		1	\$5,000.00	\$ -	\$ 5,000.00
9039901B	Sign Relocation	LS		1	\$2,000.00	\$ -	\$ 2,000.00
<b>TOTAL OF COST COLUMNS (PAGE 1 &amp; 2)</b>						<b>\$ 329,661.30</b>	<b>\$1,202,341.05</b>

Contractor _____ Date _____  Public Works Director _____ Date _____  Mayor _____ Date _____	<table style="width:100%;"> <tr> <td style="text-align: right;">Contract Amount</td> <td style="text-align: right;">\$ <b>4,685,634.05</b></td> </tr> <tr> <td style="text-align: right;">Add or Deduct this Change Order</td> <td style="text-align: right;">\$ <b>(872,679.75)</b></td> </tr> <tr> <td style="text-align: right;">Add or Deduct Previous Change Orders</td> <td style="text-align: right;">_____</td> </tr> <tr> <td style="text-align: right;">Adjusted Contracted Amount</td> <td style="text-align: right;">\$ <b>3,812,954.30</b></td> </tr> <tr> <td style="text-align: right;">Percent Change</td> <td style="text-align: right;"><b>-18.62%</b></td> </tr> </table> <p style="text-align: center; margin-top: 10px;"><i>III F. J.</i></p>	Contract Amount	\$ <b>4,685,634.05</b>	Add or Deduct this Change Order	\$ <b>(872,679.75)</b>	Add or Deduct Previous Change Orders	_____	Adjusted Contracted Amount	\$ <b>3,812,954.30</b>	Percent Change	<b>-18.62%</b>
Contract Amount	\$ <b>4,685,634.05</b>										
Add or Deduct this Change Order	\$ <b>(872,679.75)</b>										
Add or Deduct Previous Change Orders	_____										
Adjusted Contracted Amount	\$ <b>3,812,954.30</b>										
Percent Change	<b>-18.62%</b>										

Exhibit A

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and \_\_\_\_\_ **Donald Maggi, Inc.** \_\_\_\_\_ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of **"KINGSHIGHWAY IMPROVEMENTS & ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS, PROJECT 359"**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

**ARTICLE I.** That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **"KINGSHIGHWAY IMPROVEMENTS & ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS, PROJECT 359"**.

III. F. 5.

## Exhibit A

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

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

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

#### Safety Training:

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

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

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

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

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

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

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

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

III. F.6.

## Exhibit A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$4,685,634.05 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within the specified consecutive calendar days for each street on the Quotation Page No. 25. A Notice to Proceed will be issued for each street as soon as they are made available by City.

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

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

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

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

III F. 7.

Exhibit A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY \_\_\_\_\_  
Mayor, Owner, Party of the First Part

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

STATE OF MISSOURI )  
SS )  
County of Phelps )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MISSOURI )  
SS )  
County of Phelps )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

III. F. 8.



# Exhibit A

<b>KINGSHIGHWAY IMPROVEMENTS-BID ITEMS</b>					
Bid Item	Extended				
#	Description	Unit	Quantity	Unit Price	Price
2013000	CLEARING AND GRUBBING	LS	1	\$ 100,000.00	\$ 100,000.00
2022010	REMOVAL OF IMPROVEMENTS	LS	1	\$ 150,000.00	\$ 150,000.00
2035000	UNCLASSIFIED EXCAVATION	CUYD	1463	\$ 18.00	\$ 26,334.00
2036000	COMPACTING EMBANKMENT	CUYD	634	\$ 15.00	\$ 9,510.00
3040183	TYPE 1 AGGREGATE FOR BASE (8 IN. THICK)	SQYD	2580	\$ 11.27	\$ 29,076.60
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SQYD	289	\$ 5.75	\$ 1,661.75
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SQYD	5397	\$ 8.50	\$ 45,874.50
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	3600	\$ 102.00	\$ 367,200.00
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	60	\$ 102.00	\$ 6,120.00
4030103	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125C MIX)	TONS	45	\$ 162.00	\$ 7,290.00
4030306	ASPHALTIC CONCRETE MIXTURE PG 64-22 (SP250C MIX)	TONS	156	\$ 162.00	\$ 25,272.00
4030308	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP250C MIX)	TONS	78	\$ 162.00	\$ 12,636.00
4071005	TACK COAT	GAL	2080	\$ 4.80	\$ 9,984.00
5024006	CONCRETE BASE (6 IN. NON-REINF)	SQYD	72.2	\$ 108.00	\$ 7,797.60
5029905	CONCRETE BASE (9.25 IN. NON-REINF)	SQYD	17.9	\$ 135.00	\$ 2,416.50
6039901A	WATERLINE, VALVE, HYDRANT AND METER ABANDONMENT AND REMOVAL	LS	1	\$ 22,000.00	\$ 22,000.00
6039901B	VALVE BOX ADJUSTMENTS	LS	1	\$ 600.00	\$ 600.00
6039902A	12" WATERLINE VALVES	EA	7	\$ 2,700.00	\$ 18,900.00
6039902B	4" WATERLINE VALVES	EA	1	\$ 1,070.00	\$ 1,070.00
6039902C	FIRE HYDRANT ASSEMBLIES	EA	11	\$ 4,350.00	\$ 47,850.00
6039902D	WATER SERVICE LINES	EA	13	\$ 2,500.00	\$ 32,500.00
6039902E	WATER SERVICE LINES WITH DIRECTIONAL BORES	EA	13	\$ 4,600.00	\$ 59,800.00
6039903A	12" WATERLINE PIPE	LF	2538	\$ 117.00	\$ 296,946.00
6039903B	4" WATERLINE PIPE	LF	49	\$ 60.00	\$ 2,940.00
6039903C	12" WATERLINE UNDER ROADWAY, OPEN CUT OR DIRECTIONAL DRILLED	LF	59	\$ 350.00	\$ 20,650.00
6039903D	4" WATERLINE UNDER ROADWAY, OPEN CUT OR DIRECTIONAL DRILLED	LF	45	\$ 300.00	\$ 13,500.00

III. F. 9.

Exhibit A

KINGSHIGHWAY IMPROVEMENTS-BID ITEMS CONTINUED					
Bid Item #	Description	Unit	Quantity	Unit Price	Extended Price
6039903E	12" WATERLINE UNDER ROADWAY, BORED	LF	71	\$ 429.00	\$ 30,459.00
6039903F	12" WATERLINE TERMINATIONS	EA	3	\$ 3,450.00	\$ 10,350.00
6039921	STORM SEWER AND INLET ABANDONMENT AND REMOVAL	LS	1	\$ 10,000.00	\$ 10,000.00
6079901	CHAIN LINK FENCE	LS	1	\$ 7,500.00	\$ 7,500.00
6081010	CONCRETE CURB RAMP	SQYD	560.7	\$ 86.50	\$ 48,500.55
6083006	6 IN. CONCRETE MEDIAN STRIP	SQYD	11.8	\$ 180.00	\$ 2,124.00
6085008	PAVED APPROACH, 8 IN	SQYD	2799.3	\$ 123.30	\$ 345,153.69
6086004	CONCRETE SIDEWALK, 4 IN.	SQYD	2872.1	\$ 81.30	\$ 233,501.73
6089905	STAMPED AND COLORED CONCRETE	SQYD	320	\$ 108.00	\$ 34,560.00
6089912	CAST IRON TRUNCATED DOMES	SQFT	277	\$ 52.00	\$ 14,404.00
6091010	CONCRETE CURB (6 IN ) TYPE S	LF	1136	\$ 54.20	\$ 61,571.20
6091042	CONCRETE CURB AND GUTTER, TYPE B	LF	421	\$ 42.50	\$ 17,892.50
6099901	RIPRAP	LS	1	\$ 10,000.00	\$ 10,000.00
6099903	2'-0" CONCRETE CURB AND GUTTER	LF	4044	\$ 37.50	\$ 151,650.00
6169901	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00
6169901A	TEMPORARY TRAFFIC CONTROL FOR WATERLINE CONSTRUCTION	LS	1	\$ 9,500.00	\$ 9,500.00
6181000	MOBILIZATION	LS	1	\$ 100,000.00	\$ 100,000.00
6181000A	MOBILIZATION FOR WATERLINE CONSTRUCTION	LS	1	\$ 20,000.00	\$ 20,000.00
6200007	COLD APPLIED TAPE PAVEMENT MARKING, 6 IN. WHITE	LF	702	\$ 7.50	\$ 5,265.00
6200013	COLD APPLIED TAPE PAVEMENT MARKING, 24 IN. WHITE	LF	186	\$ 50.00	\$ 9,300.00
6200019	COLD APPLIED TAPE PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	51	\$ 300.00	\$ 15,300.00
6200022	COLD APPLIED TAPE PAVEMENT MARKING, STRAIGHT ARROW	EA	1	\$ 300.00	\$ 300.00
6200034	COLD APPLIED TAPE PAVEMENT MARKING, 30 IN WHITE MIDBLOCK	EA	6	\$ 400.00	\$ 2,400.00
6200040	COLD APPLIED TAPE PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EA	12	\$ 150.00	\$ 1,800.00
6205901A	4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	7240	\$ 2.50	\$ 18,100.00
6205902A	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	1159	\$ 2.75	\$ 3,187.25
6206125A	24 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	44	\$ 5.25	\$ 231.00
6221001	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	SQYD	12693	\$ 3.00	\$ 38,079.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 41,800.00	\$ 41,800.00
7039901	REINFORCED CONCRETE RETAINING WALL	LS	1	\$ 47,152.00	\$ 47,152.00
7039901a	REINFORCED CONCRETE CANTILEVER WALL	LS	1	\$ 10,500.00	\$ 10,500.00
7039907	INTEGRAL SIDEWALK RETAINING WALLS	CUYD	6.2	\$ 850.00	\$ 5,270.00

III F.10.

Exhibit A

KINGSHIGHWAY IMPROVEMENTS-BID ITEMS CONTINUED					
Bid Item #	Description	Unit	Quantity	Unit Price	Extended Price
7269903A	12" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	14	\$ 65.00	\$ 910.00
7269903B	15" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	286	\$ 68.00	\$ 19,448.00
7269903C	21" REINFORCED CONCRETE PIPE or 24" DUAL WALL POLYPROPYLENE	LF	107	\$ 82.00	\$ 8,774.00
7269903D	24" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	111	\$ 82.00	\$ 9,102.00
7269903E	30" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	91	\$ 94.23	\$ 8,574.93
7269903F	36" REINFORCED CONCRETE PIPE	LF	48	\$ 102.00	\$ 4,896.00
7339903A	2.5' X 6' REINFORCED CONCRETE BOX CULVERT	LF	430	\$ 645.00	\$ 277,350.00
7269903B	4' X 6' REINFORCED CONCRETE BOX CULVERT	LF	170	\$ 799.40	\$ 135,898.00
7269903C	4' X 8' REINFORCED CONCRETE BOX CULVERT	LF	400	\$ 810.50	\$ 324,200.00
7269921	MANHOLE RIM ADJUSTMENT	LS	1	\$ 2,000.00	\$ 2,000.00
7269922	SANITARY SEWER CONCRETE COLLAR PIPE ENCASEMENTS	EA	4	\$ 500.00	\$ 2,000.00
7269923	DUCTILE IRON SANITARY SEWER PIPE REPLACEMENT	LF	80	\$ 180.00	\$ 14,400.00
7319902A	TYPE 1 SINGLE CURB INLET	EA	1	\$ 3,400.00	\$ 3,400.00
7319902B	TYPE 1 TRIPLE CURB INLET	EA	2	\$ 6,400.00	\$ 12,800.00
7319902C	TYPE 2 TRIPLE CURB INLET	EA	6	\$ 7,680.00	\$ 46,080.00
7319902D	TYPE 3 SINGLE GRATED INLET	EA	4	\$ 3,850.00	\$ 15,400.00
7319902E	TYPE 4 SINGLE CURB INLET	EA	2	\$ 3,390.00	\$ 6,780.00
7319902F	TYPE 4 TRIPLE CURB INLET	EA	2	\$ 6,240.00	\$ 12,480.00
7319902G	TYPE 5 SINGLE CURB INLET	EA	3	\$ 4,722.00	\$ 14,166.00
7319902H	TYPE 5 TRIPLE CURB INLET	EA	3	\$ 7,480.00	\$ 22,440.00
7319902I	TYPE 6 SINGLE CURB INLET	EA	1	\$ 2,530.00	\$ 2,530.00
7319902J	3' X 3' THROATED INLET	EA	2	\$ 3,130.00	\$ 6,260.00
7319902K	5' X 5' THROATED INLET	EA	1	\$ 4,260.00	\$ 4,260.00
8034000	BUFFALOGRASS SODDING	SQYD	4646	\$ 25.50	\$ 118,473.00
8059901	LANDSCAPE AND AMENITIES	LS	1	\$ 38,650.00	\$ 38,650.00
8069901	EROSION CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
9019901	ROADWAY LIGHTING	LS	1	\$ 477,370.80	\$ 477,370.80
9029901A	SIGNALIZED INTERSECTION MODIFICATION @ KINGSHIGHWAY-BRYANT DR.	LS	1	\$ 28,752.00	\$ 28,752.00
9029901B	SIGNALIZED RRFB MID-BLOCK PEDESTRIAN CROSSING	LS	1	\$ 22,404.00	\$ 22,404.00
9029901C	SIGNALIZED INTERSECTION MODIFICATION @ KINGSHIGHWAY-US 63	LS	1	\$ 24,000.00	\$ 24,000.00
9039901A	STANDARD SIGN ASSEMBLIES	LS	1	\$ 17,000.00	\$ 17,000.00
9039901B	SIGN RELOCATION	LS	1	\$ 10,000.00	\$ 10,000.00

III F-11

Exhibit A

ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS- BID ITEMS					
Bid Item #	Description	Unit	Quantity	Unit Price	Extended Price
2013000	CLEARING AND GRUBBING	LS	1	\$ 11,500.00	\$ 11,500.00
2022010	REMOVAL OF IMPROVEMENTS	LS	1	\$ 17,000.00	\$ 17,000.00
2035000	UNCLASSIFIED EXCAVATION	CUYD	526	\$ 18.00	\$ 9,468.00
2036000	COMPACTING EMBANKMENT	CUYD	29	\$ 15.00	\$ 435.00
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SQYD	1677	\$ 8.50	\$ 14,254.50
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	57	\$ 156.00	\$ 8,892.00
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	57	\$ 156.00	\$ 8,892.00
4030103	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125C MIX)	TONS	63	\$ 162.00	\$ 10,206.00
4030306	ASPHALTIC CONCRETE MIXTURE PG 64-22 (SP250C MIX)	TONS	150	\$ 162.00	\$ 24,300.00
4030308	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP250C MIX)	TONS	108	\$ 162.00	\$ 17,496.00
4071005	TACK COAT	GAL	130	\$ 4.80	\$ 624.00
5024006	CONCRETE BASE (6 IN. NON-REINF)	SQYD	7.5	\$ 112.00	\$ 840.00
5029905	CONCRETE BASE (9.25 IN. NON-REINF)	SQYD	11.8	\$ 126.00	\$ 1,486.80
6039901A	WATERLINE ABANDONMENT AND REMOVAL	LS	1	\$ 8,000.00	\$ 8,000.00
6039901B	VALVE BOX ADJUSTMENT	LS	1	\$ 1,000.00	\$ 1,000.00
6039902	FIRE HYDRANT ASSEMBLY RELOCATION	EA	1	\$ 3,000.00	\$ 3,000.00
6039903A	8" WATERLINE PIPE RELOCATION	LF	46	\$ 100.00	\$ 4,600.00
6039903B	12" WATERLINE PIPE RELOCATION	LF	172	\$ 84.00	\$ 14,448.00
6081010	CONCRETE CURB RAMP	SQYD	17.7	\$ 86.50	\$ 1,531.05
6083006	6 IN. CONCRETE MEDIAN STRIP	SQYD	27.2	\$ 180.00	\$ 4,896.00
6085008	PAVED APPROACH, 8 IN	SQYD	389.5	\$ 123.23	\$ 47,998.09
6086004	CONCRETE SIDEWALK, 4 IN.	SQYD	69.7	\$ 81.30	\$ 5,666.61
6089912	CAST IRON TRUNCATED DOMES	SQFT	35	\$ 52.00	\$ 1,820.00
6099903	2'-0" CONCRETE CURB AND GUTTER	LF	766	\$ 37.50	\$ 28,725.00
6169901	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
6181000	MOBILIZATION	LS	1	\$ 12,500.00	\$ 12,500.00
6209901	PAVEMENT MARKING	LS	1	\$ 5,000.00	\$ 5,000.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 5,000.00	\$ 5,000.00
8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	0.2	\$ 10,000.00	\$ 2,000.00
8069901	EROSION CONTROL	LS	1	\$ 1,500.00	\$ 1,500.00
9019901	ROADWAY LIGHTING RELOCATION	LS	1	\$ 10,976.40	\$ 10,976.40
9039901A	STANDARD SIGN ASSEMBLIES	LS	1	\$ 5,000.00	\$ 5,000.00
9039901B	SIGN RELOCATION	LS	1	\$ 2,000.00	\$ 2,000.00
<b>Total Cost</b>				\$	4,685,634.05

III.F.12.

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Steve Hargis**

**ACTION REQUESTED: Final Reading**

**ITEM/SUBJECT: Project #500 – FY 2020 Phase I Asphalt Improvements  
Change Order**

**BUDGET APPROPRIATION: TDD**

**DATE: 05/18/20**

\*\*\*\*\*

**COMMENTARY:**

Pierce Asphalt is the subcontractor Maggi is using on the Kingshighway Project for all proposed asphalt work. Pierce Asphalt also has a contract with the City for Project Number 500- FY 2020 Phase I Asphalt Improvements. We negotiated a price reduction from \$102 per ton to \$85 per ton for the final layer of asphalt for the Kingshighway project saving \$61,200.00. This work will be done at night.

Staff is requesting the final reading of the ordinance authorizing the Mayor to execute change order #3 for Project Number 500– FY 2020 Phase I Asphalt Improvements by adding an additional \$306,000.00 to the contract.

III. C.1.

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN CHANGE ORDER BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT, LLC, FOR FY 2020 PHASE I ASPHALT IMPROVEMENTS, PROJECT #500.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Change Order between the City of Rolla, Missouri and Pierce Asphalt, LLC, for FY 2020 Phase I Asphalt Improvements, Project #500, a copy of said Change Order being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18<sup>th</sup> DAY OF MAY 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III . G. 2.

## Exhibit A

<i>Department of Public Works</i>				Project Number <b>500</b>			
Change Order				Change Order <b>3</b>			
Name and Location of Project						5-4-20	
500 - FY 2020 Phase I Asphalt							
Name and Address of Contractor							
Pierce Asphalt, L.L.C.							
PO Box 696							
Rolla, MO 65402							
You are hereby directed to make the following changes from the contract:							
BP-1 asphalt for Kingshighway. To be installed during nighttime hours.							
(1)		(3)	(4)	(5)	(6)	(7)	(8)
Item No.		<i>Change Order</i>					
		Unit of Measure	Add Qty.	Deduct Qty.	Cost per Unit	Total Added	Total Deducted
CO1	BP-1	Ton	3,600.00		\$85.00	\$ 306,000.00	\$0.00
<b>TOTAL OF COST COLUMNS</b>						<b>\$ 306,000.00</b>	<b>\$0.00</b>
Contractor		Date		Contract Amount <b>\$ 131,861.60</b>			
				Add or Deduct this Change Order <b>\$ 306,000.00</b>			
Public Works Director		Date		Add or Deduct Previous Change Orders <b>\$ 20,556.80</b>			
Mayor		Date		Adjusted Contracted Amount <b>\$ 458,418.40</b>			

III G. 3.





CITY OF ROLLA  
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Final Reading of Series 2020 Sewer Revenue Bond - SRF

BUDGET APPROPRIATION (IF APPLICABLE) \$27,240,000 DATE: May 18, 2020  
\*\*\*\*\*

COMMENTARY: On November 6, 2018, Rolla residents approved a \$27,750,000 “sewerage system revenue bond” to provide substantial upgrades to the City’s Southeast Treatment Plant and Vichy Treatment Plant and to participate in the MoDNR-State Revolving Fund Program for subsidized interest costs (approximate savings of \$5 million in interest costs over the 20-year life of the bonds).

The DNR/EPA required improvements of full treatment disinfection and increased discharge standards (ammonia removal) have been in the works for several years as part of a Voluntary Compliance Order between the City and DNR. Much of the work of the last 5-7 years has been in the reduction of I&I (Inflow and Infiltration) caused by peak flow during heavy storm events. The design work and construction observation services have been completed and assigned to HDR/Archer Engineering. Construction bids for both treatment plants are submitted for final Council approval. The last step in securing the financing is the attached Bond Ordinance in anticipation of DNR-SRF closing on May 28<sup>th</sup>. There are a number of minor amendments to the bond documents compared to the first reading, which are tracked in red (mostly affecting the project schedule and City official listings).

Recommendation: Final reading of the sewer system bond ordinance.

III H. 1.

GILMORE & BELL, P.C.  
DRAFT - APRIL 30, 2020

FOR DISCUSSION PURPOSES ONLY

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

OF THE

CITY COUNCIL

OF THE

CITY OF ROLLA, MISSOURI

PASSED MAY 18, 2020

\_\_\_\_\_

AUTHORIZING:

NOT TO EXCEED \$27,240,000

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS  
(STATE OF MISSOURI - DIRECT LOAN PROGRAM)  
SERIES 2020

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III H. 2.

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

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$27,240,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2020 OF THE CITY OF ROLLA, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY’S SEWERAGE SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT; AND PRESCRIBING OTHER RELATED MATTERS.

WHEREAS, the City of Rolla, Missouri (the “City”), is a third-class city organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the City now owns and operates a revenue producing sewerage system, serving the City, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the City after the date of this Ordinance (the “System”); and

WHEREAS, by Ordinance No. 4486 passed by the City Council on May 6, 2019 (the “Refunded Bond Ordinance”), the City has issued its Sewerage System Revenue Bonds, Series 2019 (the “Refunded Bonds”), dated May 13, 2019, in the original principal amount of \$1,520,000, of which \$1,520,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, the City desires to refund all of the outstanding Refunded Bonds and is authorized under the provisions of Section 108.140(2) of the Revised Statutes of Missouri (the “Refunding Law”), to issue and sell refunding revenue bonds for the purpose of refunding, in whole or in part, its outstanding revenue bonds, which refunding revenue bonds may be payable from the same sources as were pledged to the payment of the Refunded Bonds (the “Refunding Portion”); and

WHEREAS, the Refunding Law authorizes the issuance of refunding revenue bonds in an amount not to exceed the principal amount of the bonds to be refunded, plus the interest accruing to the maturity or redemption date of the Refunded Bonds, any premium which may be due under the terms of the Refunded Bonds and any amounts necessary for the payment of issuance expenses for such refunding revenue bonds, if any; and

WHEREAS, in addition to refunding the Refunded Bonds, the City desires to finance the construction of certain improvements to the System (the “Project”) through the issuance of revenue bonds (the “Project Portion”); and

WHEREAS, such Refunding Portion and Project Portion are to be financed in part by the issuance by the City pursuant to this Ordinance of its Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020 (the “Bonds”) in the maximum principal amount of \$27,240,000 (the “Maximum Principal Amount”); and

WHEREAS, the portion of the Bonds allocated to the Refunding Portion and the Project Portion shall be set forth in the City’s Closing Certificate delivered in connection with the issuance of the Bonds; and

WHEREAS, to provide for the most cost-effective financing of the Project and the refunding of the Refunded Bonds, the City desires to participate in the State of Missouri Direct Loan Program (the “Direct

III. H.6.

Loan Program”) of the Missouri Department of Natural Resources (“DNR”) and the Clean Water Commission of the State of Missouri (the “Commission”); and

WHEREAS, the City is authorized under the provisions of Chapter 250 of the Revised Statutes of Missouri, as amended (the “Act”), to issue and sell revenue bonds for the purpose of paying all or part of the cost of extending and improving the System, with the cost of operation and maintenance of the System and the principal of and interest on revenue bonds payable solely from the Net Revenues (as defined below); and

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on November 6, 2018 (the “Election”) on the following question:

#### QUESTION

Shall the City of Rolla, Missouri issue its sewerage system revenue bonds in the amount of \$27,750,000 for the purpose of extending and improving the sewerage system of said city, including improvements to the system’s wastewater treatment plants, the cost of operation and maintenance of said sewerage system and the principal of and interest on the sewerage system revenue bonds to be payable solely from the revenues derived by said City from the operation of its sewerage system?

and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the question, the vote having been 4,301 votes for the question and 1,026 votes against the question; and

WHEREAS, the City Council (the “Governing Body”) of the City has caused plans and specifications for the Project and a cost estimate to be made by the Consulting Engineer (as defined below); and

WHEREAS, the plans and specifications and the cost estimate are accepted and approved and are on file in the office of the City Clerk, the amount of the estimated cost thereof plus the cost of refunding the Refunded Bonds being not less than the Maximum Principal Amount together with other available funds of the City; and

WHEREAS, \$1,520,000 of the bonds authorized at the Election are currently deemed to have been issued (the Refunded Bonds) and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to issue an additional amount not to exceed \$25,720,000 of the bonds so authorized; and

WHEREAS, by Ordinance No. 3360 adopted on March 23, 2000 (the “Series 2000 Bond Ordinance”), the City issued its Wastewater System Revenue Bonds (State Revolving Fund Program) Series 2000 (the “Series 2000 Bonds”), dated April 1, 2000, in the original principal amount of \$5,000,000, of which \$400,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Ordinance No. 3769 adopted on October 16, 2006 (the “Series 2006 Bond Ordinance” and, together with the Series 2000 Bond Ordinance, the “Outstanding Parity Bond Ordinance”), the City issued its Sewerage System Revenue Bonds (State Revolving Fund Program) Series 2006 (the “Series 2006 Bonds” and, together with the Series 2000 Bonds, the “Outstanding Parity Bonds”), dated November 16, 2006, in the original principal amount of \$3,005,000, of which \$1,515,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, the City, upon the issuance of the Bonds and the redemption of the Refunded Bonds, will not have outstanding any other bonds or other obligations payable solely from, and secured by a pledge of, the Net Revenues other than the Outstanding Parity Bonds and the Bonds; and

WHEREAS, under the provisions of the Outstanding Parity Bond Ordinance, the City may issue additional bonds payable out of the Net Revenues that are on a parity with the Outstanding Parity Bonds, only if certain conditions are met; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that revenue bonds be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the Direct Loan Program, and to provide the remainder of costs of extending and improving the System that may be required from subsequent issues of bonds, grants or funds of the City otherwise available.

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

## ARTICLE I

### DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the Purchase Agreement and the Escrow Agreement (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

“Administrative Expense Fund” means the fund designated as such and established by Section 4 of the Escrow Agreement. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

“Administrative Fee” means the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the City’s receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

“Administrative Fee Calculation Date” means the Business Day preceding each Principal Payment Date.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authority Program Bonds” means any bonds of the Authority issued under the SRF Leveraged Program, all or a portion of the proceeds of which are loaned to the City pursuant to the SRF Leveraged Program.

“Authorized Representative” means the representative of the City designated as such by the City in accordance with the Regulations.



“BABs Interest Subsidy Payments” means any payments to be received by the City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of the Internal Revenue Code of 1986, as amended, in connection with the payments of interest on System Revenue Bonds.

“Bond Debt Service” means the amount of the principal of and interest due on the Bonds on the date of calculation required in this Ordinance.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020, authorized and issued under this Ordinance.

“Closing Date” means the date of the initial issuance and delivery of the Bonds.

“Construction Fund” means the Construction Fund established by Section 4 of the Escrow Agreement.

“Consultant” means the Consulting Engineer, a registered municipal advisor, an independent certified public accountant or a firm of independent certified public accountants.

“Consulting Engineer” means each independent engineer or engineering firm with experience in designing and constructing wastewater treatment and sanitary sewerage facilities and retained by the City.

“Cumulative Principal Amount Outstanding” means the sum of (a) the purchase price of the Bonds paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403, plus (b) each additional Purchase Price Installment, as notated on the Bonds by the Paying Agent, less (c) the principal amount redeemed pursuant to Article III.

“Current Expenses” means all reasonable and necessary expenses of ownership, operation, maintenance and repair of the System and keeping the System in good repair and working order, determined in accordance with accounting principles generally accepted in the United States of America, including current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Administrative Fee, paying agent fees and expenses, annual audits, periodic Consultant’s reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, obligations (other than for borrowed money or for rents payable under financing leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the ownership and operation of the System, but excluding interest paid on, and swap, hedge or other interest-like payments made with respect to, System Revenue Bonds, depreciation, amortization and other noncash charges (including payments into the Depreciation and Replacement Account), and all general administrative expenses of the City not related to the operation of the System.

“Debt Service Fund” means the Debt Service Fund established by Section 4 of the Escrow Agreement.

“Defeasance Securities” means:

- (a) Federal Securities;

(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or

(c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

“Depreciation and Replacement Account” means the fund or account designated as such and created or ratified by Section 401.

“Escrow Agreement” means the Escrow Trust Agreement between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Federal Securities” means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

“Funds Transfer Method” means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by DNR at the written request of the City with written notice to the Paying Agent.

“Interest Payment Date” means each January 1 and July 1, commencing January 1, 2021.

“Interest Rate” means the annual rate equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the Closing Date, rounded up to the nearest 0.01%.

“Investment Securities” means any securities or investments that are legal for the investment of funds of the City at the time of purchase.

“Net Revenues” means Revenues less Current Expenses.

“Operation and Maintenance Account” means the fund or account designated as such and created or ratified by Section 401.

“Ordinance” means this Ordinance as from time to time amended in accordance with its terms.

“Outstanding” means, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

- (1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;
- (3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Ordinance; and
- (4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

“Owner” means DNR or any assignee, successor or transferee of DNR under the Direct Loan Program or the SRF Leveraged Program.

“Parity Bonds” means the Outstanding Parity Bonds and any other parity bonds or other obligations issued under Section 802 payable solely from, and secured by a pledge of, the Net Revenues on a parity basis with the Bonds.

“Parity Ordinance” means the Outstanding Parity Bond Ordinance and the ordinances under which any other Parity Bonds are issued.

“Paying Agent” means UMB Bank, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Ordinance and the Escrow Agreement.

“Principal Payment Date” means each January 1 and July 1, commencing July 1, ~~2021~~2022, and any date on which the Bonds are optionally redeemed in accordance with Section 301.

“Purchase Agreement” means the Purchase Agreement between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Purchase Price Installment” means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Construction Fund or otherwise in accordance with Section 403.

“Quarterly Payment Date” means each March 15, June 15, September 15 and December 15, commencing September 15, 2020.

“Rating Agency” means Moody’s Investors Service, Inc. or S&P Global Ratings, a division of S&P Global Inc., and their respective successors.

“Record Date” means the 25th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

“Repayment Fund” means the fund designated as such and established by Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the Direct Loan Program.

“Revenue Fund” means the fund or account designated as such and created or ratified by Section 401.

“Revenues” means all income and revenues derived by the City from the System, including investment and rental income, net proceeds from business interruption insurance, sales tax revenues and/or other moneys that have been annually appropriated by the City or that are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business.

“SRF Leveraged Program” means the Missouri Leveraged State Drinking Water Revolving Fund Program and the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

“SRF Leveraged Program Bonds” means any bonds of the City issued in connection with the City’s participation in the SRF Leveraged Program.

“SRF Subsidy” means the amount of investment earnings that will accrue on the Reserve Account during each Fiscal Year (taking into account scheduled transfers from the Reserve Account that will occur upon the payment of principal on Authority Program Bonds and assuming that the construction for the applicable project has been completed), if the balance in the Reserve Account is equal to the Reserve Percentage of the principal amount of the SRF Leveraged Program Bonds outstanding, the Reserve Account is invested in an investment agreement at a fixed rate during the calculation period and earnings are reduced by the Administrative Fee payable to DNR. “Administrative Fee,” “Reserve Account” and “Reserve Percentage” as used in this definition have the respective meanings set forth in the bond indentures for the applicable Authority Program Bonds.

“State” means the State of Missouri.

“Stated Maturity” means July 1, ~~2040~~2041, the final maturity date of the Bonds.

“Subsidy Payments” means funds received (or with respect to Section 802(a)(2)(B) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 802(a)(2)(B) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs Interest Subsidy Payments, SRF Subsidy and other payments received by the City through a federal or State program.

“Surplus Account” means the fund or account created or ratified in Section 401.

“System Revenue Bonds” means, collectively, the Bonds, the Outstanding Parity Bonds and all other revenue bonds or obligations that are payable solely from, and secured by a pledge of, the Net Revenues.

“User Charge Ordinance” means, collectively, Articles IX and X of Chapter 35 of The Code of the City of Rolla, Missouri, as amended, supplemented or replaced.

## ARTICLE II

### AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bonds issued under this Ordinance will be the Cumulative Principal Amount Outstanding as of the Completion of Funding plus the principal amount previously redeemed pursuant to Article III. The remaining voted authorization, if any, under the Election will be the voted amount less the sum of the amount previously issued as described in the Recitals and the amount issued as calculated pursuant to the preceding sentence.

Section 202. Security for Bonds.

(a) The Bonds are special, limited obligations of the City payable solely from, and secured by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

(b) The Bonds are issued on a parity with the Outstanding Parity Bonds.

Section 203. Description of Bonds. The Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof. The Bonds will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated as of the Closing Date. The Bonds will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bonds will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to a Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bonds, bond registrar for the registration, transfer and exchange of Bonds and escrow agent with respect to the funds and accounts established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond at Stated Maturity or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal, redemption premium, if any, and interest on all Bonds and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bonds will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bonds.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207. Execution, Authentication and Delivery of Bonds.

(a) Each Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and have the official seal of the City affixed or

imprinted thereon. If any officer whose manual or facsimile signature appears on any Bond ceases to be an officer before the delivery of any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bonds as specified in this Article, and when executed, to deliver the Bonds to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A will be made after the Completion of Funding related to Purchase Price Installments.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. The Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price of 100% of the initial Purchase Price Installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement and the Escrow Agreement, in substantially the forms presented to the Governing Body. The Mayor is authorized to execute the Purchase Agreement and the Escrow Agreement for and on behalf of and as the act and deed of the City, with changes approved by the Mayor, which approval will be conclusively evidenced by the signature of the Mayor of the City. The Mayor is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Administrative Fee and Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (a) the Administrative Fee, and (b) an amount equal to the Paying Agent's fees and expenses as provided in the Escrow Agreement.

### ARTICLE III

#### REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest \$0.01). If the Bonds are optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bond.

Section 302. Mandatory Redemption Provisions.

(a) The Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on Exhibit B.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

Section 303. Revisions to Exhibit B; Selection of Bonds Upon Partial Redemption.

(a) Upon the partial redemption of the Bonds pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.



Section 304. Notice and Effect of Call for Redemption.

(a) No notice of the mandatory redemption of Bonds is required to be given. If the Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, if any, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

(a) The City hereby ratifies the following separate funds and accounts created in, or ratified by, the Outstanding Parity Bond Ordinance, known respectively as the:

(1) Wastewater System Revenue Fund (the "Revenue Fund");

(2) Wastewater System Operation and Maintenance Account (the "Operation and Maintenance Account");

(3A) the Debt Service Account, the Principal Account and the Interest Account established under the Series 2000 Bond Ordinance (collectively, the "Series 2000 Bond Debt Service Account");

(3B) the State Match Portion Debt Service Account, the Leveraged Portion Debt Service Account, the Principal Account and the Interest Account established under the Series 2006 Bond Ordinance (collectively, the "Series 2000 Bond Debt Service Account" and, together with the Series 2000 Bond Debt Service Account, the "Outstanding Parity Bond Debt Service Account");

(4A) the Reserve Account established under the Series 2000 Bond Ordinance (the "Series 2000 Bond Debt Service Reserve Account");

(4B) the Reserve Account established under the Series 2006 Bond Ordinance (the "Series 2000 Bond Debt Service Reserve Account" and, together with the Series 2000 Bond Debt Service Reserve Account, the "Outstanding Parity Bond Debt Service Reserve Account");

(5) Wastewater System Depreciation and Replacement Account (also referred to in the Series 2006 Bond Ordinance as the Depreciation Account) (the "Depreciation and Replacement Account"); and

(6) Wastewater System Surplus Account Extension and Improvement Account (also referred to in the Series 2006 Bond Ordinance as the Extension and Improvement Account) (the "Surplus Account").

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

(1) the Debt Service Fund;

(2) the Construction Fund;

(3) the Repayment Fund, consisting of the Principal Account and the Interest Account;  
and

(4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Section 401(a)(1), (2), (5) and (6) will be maintained and administered by the City under this Ordinance and the Outstanding Parity Bond Ordinance while any of the Bonds and the Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(a)(3A), (3B), (4A) and (4B) will be maintained and administered by or on behalf of the City while the applicable series of Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds are Outstanding.

Section 403. Deposits and Application of Bond Proceeds.

(a) The proceeds received from the sale of the Bonds on the Closing Date will be deposited upon the delivery of the Bonds into the Construction Fund and the Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

(b) Moneys in the Construction Fund will be disbursed to the City for the sole purpose of refunding the Refunded Bonds and paying the Eligible Costs of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the Governing Body and

DNR and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.

(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Construction Fund in accordance with Article III of the Purchase Agreement. Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.

## ARTICLE V

### APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds remain outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in the Outstanding Parity Bond Ordinance, this Ordinance and any other ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) *Operation and Maintenance Account.* On the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month, which amount shall include (i) on the dates required by the Outstanding Parity Bond Ordinance, the amounts required to pay the fees described in the Outstanding Parity Bond Ordinance, if any, and (ii) on the dates required by Section 211, transfers to the Paying Agent for further deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;

(2) *Repayment Fund and Debt Service Account.* On a parity basis (i) at the times required under the Outstanding Parity Bond Ordinance, to the Outstanding Parity Bond Debt Service Account the amount required under the Outstanding Parity Bond Ordinance and (ii) by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund:

(A) to the Interest Account of the Repayment Fund, on September 15, 2020, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

(i) the investment earnings on the Construction Fund for the preceding calendar quarter will be credited against the next Quarterly Payment,

(ii) for purposes of the first Quarterly Payment of each Interest Period, the amount of interest due on the next Interest Payment Date will be estimated based upon an expected disbursement schedule for the Interest Period provided by the City to DNR and the Paying Agent, and

(iii) for purposes of the second Quarterly Payment of each Interest Period, the interest due on the next Interest Payment Date will be calculated by the Paying Agent based upon Purchase Price Installments funded at least three Business Days prior to the Quarterly Payment Date and the second Quarterly Payment calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the Interest Payment Date; and

(B) to the Principal Account of the Repayment Fund, on March 15, 2021~~2022~~, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption. If the Initiation of Operations specified in the certificate delivered by the City under Section 3.5 of the Purchase Agreement is earlier than the expected Initiation of Operations, (i) the first quarterly installment of principal of the Bonds will be paid no later than the Quarterly Payment Date that is not more than 12 months after the Initiation of Operations, and (ii) on the Quarterly Payment Date that is not more than 20 years after the Initiation of Operations, all remaining unpaid principal installments of the Bonds will be paid;

(3) *Debt Service Reserve Account.* After payments and credits required at the time to be made under the provisions of paragraphs (1) and (2) of this subsection have been made, there shall next be paid and credited to the Outstanding Parity Bond Debt Service Reserve Account and any other debt service reserve fund or account for any Parity Bonds issued by the City in the amounts and at the times required under the Parity Bond Ordinances;

(4) *Depreciation and Replacement Account.* After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2) and (3) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account the sum of \$38,656.00 each month. Except as provided in Section 503, moneys in the Depreciation and Replacement Account shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. The amounts required to be paid and credited to the Depreciation and Replacement Account shall be exclusive of any amounts at the time required to be paid and credited to the Account under the provisions of the Parity Bond Ordinances; and

(5) *Surplus Account.* At the times required under the Outstanding Parity Bond Ordinance or, after the date on which the Outstanding Parity Bonds are no longer outstanding, on each Quarterly Payment Date, the remaining balance to the Surplus Account. Moneys in the Surplus Account are to be expended for the following purposes as determined by the Governing Body:

- (1) paying the cost of the operation, maintenance and repair of the System to the extent necessary after the application of the moneys held in the Operation and Maintenance Account and the Depreciation and Replacement Account;
- (2) paying the cost of extending, enlarging or improving the System;
- (3) preventing default in, anticipating payments into or increasing the amounts in the accounts confirmed or established in Section 401, the Principal Account, the Interest

Account or the Depreciation and Replacement Account, or establishing or increasing the amount of any debt service account or debt service reserve account created by the City for the payment of any System Revenue Bonds subsequently issued;

(4) redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the call price (if any bonds are callable), the Bonds, the Outstanding Parity Bonds or any other System Revenue Bonds hereafter issued under the conditions hereinafter specified and standing on a parity with the Bonds, including principal, redemption premium, if any, and interest; or

(5) subject to Section 502(c), any other lawful purpose in connection with the operation of the System and benefiting the System including, but not limited to, payments with respect to bonds or other obligations of the System.

(b) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(c) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(d) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

**Section 503. Deficiency of Payments into Funds and Accounts.**

(a) If the Revenues are insufficient to make any payment on any date specified in this Article, the City will make good the amount of the deficiency by making additional payments out of the first available Revenues for application in the order specified in Section 502.

(b) If the moneys in the Outstanding Parity Bond Debt Service Account, the Outstanding Parity Bond Debt Service Reserve Account, the Principal Account or the Interest Account are not sufficient to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account on a proportionate basis (based upon the outstanding principal amounts of the Bonds and the Outstanding Parity Bonds) to the Outstanding Parity Bond Debt Service Account, the Principal Account and the Interest Account to prevent any default in the payment of the principal of and interest on the Outstanding Parity Bonds and the Bonds.

**Section 504. Transfer of Funds to Paying Agent.** The City Clerk is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502, and, to the extent necessary to prevent a default in the payment of any System Revenue Bonds, from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, sums sufficient to pay the System Revenue Bonds when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the

City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 506. Redemption of Refunded Bonds. The Governing Body desires to redeem all of the outstanding Refunded Bonds prior to maturity on the Closing Date of the Bonds. Said Refunded Bonds will be redeemed by paying directly to the owner of the Refunded Bonds the redemption price on the Closing Date of the Bonds. The Governing Body hereby directs the Mayor or City Clerk to cause notice of the redemption to be given in the manner provided in the Refunded Bond Ordinance or obtain a waiver of notice of the owner of the Refunded Bonds and hereby ratifies and confirms such actions heretofore taken by such officials. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption of the Refunded Bonds as herein provided.

## ARTICLE VI

### INVESTMENT OF MONEYS

Section 601. Investment of Moneys.

(a) Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the Treasury of the City is greater than the required amount, the City may transfer the excess to the Revenue Fund.

(b) If the Outstanding Parity Bonds are outstanding, any investments made pursuant to this Section are subject to the applicable restrictions in the Outstanding Parity Bond Ordinance.

## ARTICLE VII

### PARTICULAR COVENANTS OF THE CITY

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on

any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section.

Section 703. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of and interest on the Bonds when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the Governing Body, a copy of the annual audit will be filed in the office of the City Clerk. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, any user of the services of the System, the Owner, or anyone acting for or on behalf of the taxpayer, user or Owner.

(d) The City acknowledges its undertakings set forth in Section 2.1(v) of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Prior Lien Bonds. The City will not issue any debt obligations payable out of the Net Revenues that are superior in lien, security or otherwise to the Bonds.

Section 802. Parity Lien Bonds or Obligations.

(a) The City will not issue any additional bonds or other long-term obligations payable out of the Net Revenues of the System that stand on parity or equality with the Bonds unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bonds or any Parity Bonds or in making any deposit into the funds and accounts under this Ordinance or any Parity Ordinance; and

(2) the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net Revenues that would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net



income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

(b) If the conditions set forth in this Section are satisfied, the City (i) may issue additional revenue bonds or other obligations of the City on a parity with the Bonds and that enjoy complete equality of the lien on the Net Revenues with the Bonds, (ii) may make equal provision for paying the additional revenue bonds or other obligations from the Revenue Fund, and (iii) may secure the additional revenue bonds or other obligations by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 803. Junior Lien Bonds. Nothing in this Article prohibits or restricts the right of the City to issue additional revenue obligations, including revenue bonds, for the purpose of extending, improving, enlarging, repairing or altering the System, or refunding obligations issued for such purposes, that are junior and subordinate to the Bonds if, at the time of the issuance of the additional revenue obligations, the City is not in default in the performance of any covenant or agreement in this Ordinance. If the City is in default in paying either interest on or principal of the Bonds, the City will not make any payments on the subordinate revenue obligations until the default is cured. Subject to the limitations in this Section, the City may make provision for paying the principal of and interest on the subordinate revenue bonds or obligations from moneys in the Revenue Fund.

Section 804. Refunding Bonds. The City may, without complying with the provisions of Section 802, refund any of the Bonds or any Parity Bonds in a manner that provides net present value debt service savings to the City, and the refunding bonds so issued will be on a parity with any of the Bonds and any Parity Bonds that are not refunded.

## ARTICLE IX

### DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on any of the Bonds, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Constitution or statutes of the State, the Purchase Agreement or the Escrow Agreement and default continues for a period of 60 days after written notice specifying the non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(1) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(2) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(3) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 903. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bonds.

## ARTICLE X

### DEFEASANCE

Section 1001. Defeasance. When all of the Bonds have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent, or other bank or trust company located in the State of Missouri, having full trust powers and meeting the requirements of a successor Paying Agent (as set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the City, the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section have been complied with and (2) if the interest on the Defeasance Escrow

is to be used to pay debt service on the Bonds at their Stated Maturity or upon redemption, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

## ARTICLE XI

### AMENDMENTS

#### Section 1101. Amendments.

(a) Any provision of the Bonds or of this Ordinance may be amended by an ordinance with the prior written consent of the Owners. Consent must be evidenced by an instrument executed by the Owners, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

Section 1201. Further Authority. The officers of the City, including the Mayor and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1203. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1204. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1205. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

*[Remainder of Page Intentionally Left Blank]*

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18TH DAY OF MAY, 2020.

APPROVED:

(SEAL)

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered  
No. R- \_\_\_\_\_

Registered  
Not to exceed \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MISSOURI

CITY OF ROLLA, MISSOURI

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2020

Closing Date

Interest Rate

Stated Maturity

REGISTERED OWNER: [MISSOURI DEPARTMENT OF NATURAL RESOURCES]

PRINCIPAL AMOUNT: NOT TO EXCEED \_\_\_\_\_ DOLLARS

The CITY OF ROLLA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2021 (each an "Interest Payment Date"), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020" (the

"Bonds"), issued by the City for the purpose of paying the costs of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to an election duly held in the City and an ordinance duly passed by the governing body of the City (the "Ordinance").

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Ordinance, with the prior written consent of the Owners.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are limited obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

The Bonds are issued on a parity with the Outstanding Parity Bonds.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent

duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Rolla, Missouri, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF ROLLA, MISSOURI

ATTEST:

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

By \_\_\_\_\_

Mayor

---

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: \_\_\_\_\_

UMB BANK, N.A., Paying Agent

By \_\_\_\_\_

Authorized Signatory



---

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial prepayments of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

(Print or Type Name, Address and Social  
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB BANK, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:



EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
<u>July 1, 2021</u>	\$586,000	<u>July 1, 2031</u>	\$701,000
<u>January 1, 2022</u>	591,000	<u>January 1, 2032</u>	707,000
July 1, 2022	<del>597</del> \$598,000	July 1, 2032	<del>714</del> \$701,000
January 1, 2023	<del>602</del> 603,000	January 1, 2033	<del>720</del> 707,000
July 1, 2023	608,000	July 1, 2033	<del>727</del> 712,000
January 1, 2024	<del>613</del> 612,000	January 1, 2034	<del>733</del> 718,000
July 1, 2024	<del>619</del> 617,000	July 1, 2034	<del>740</del> 724,000
January 1, 2025	<del>624</del> 622,000	January 1, 2035	<del>747</del> 730,000
July 1, 2025	<del>630</del> 627,000	July 1, 2035	<del>753</del> 736,000
January 1, 2026	<del>635</del> 632,000	January 1, 2036	<del>760</del> 741,000
July 1, 2026	<del>641</del> 637,000	July 1, 2036	<del>767</del> 747,000
January 1, 2027	<del>647</del> 642,000	January 1, 2037	<del>774</del> 753,000
July 1, 2027	<del>653</del> 648,000	July 1, 2037	<del>781</del> 759,000
January 1, 2028	<del>659</del> 653,000	January 1, 2038	<del>788</del> 765,000
July 1, 2028	<del>664</del> 658,000	July 1, 2038	<del>795</del> 772,000
January 1, 2029	<del>670</del> 663,000	January 1, 2039	<del>802</del> 778,000
July 1, 2029	<del>676</del> 668,000	July 1, 2039	<del>809</del> 784,000
January 1, 2030	<del>683</del> 674,000	January 1, 2040	<del>817</del> 790,000
July 1, 2030	<del>689</del> 679,000	July 1, 2040 <sup>†</sup>	<del>823</del> 797,000
January 1, 2031	<del>695</del> 685,000	<u>January 1, 2041</u>	803,000
<u>July 1, 2031</u>	<u>690,000</u>	<u>July 1, 2041<sup>†</sup></u>	811,000
<u>January 1, 2032</u>	<u>696,000</u>		

<sup>†</sup>Maturity

GILMORE & BELL, P.C.  
DRAFT—APRIL 30, 2020  
FOR DISCUSSION PURPOSES ONLY

---

PURCHASE AGREEMENT

Dated as of May 1, 2020

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by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF ROLLA, MISSOURI

relating to

NOT TO EXCEED \$27,240,000  
SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2020

OF THE

CITY OF ROLLA, MISSOURI

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III. H. 36.

PURCHASE AGREEMENT

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- Exhibit B. Federal Requirements
- Exhibit C. Initial Form of Annual Compliance Checklist
- Exhibit D. Authority's Tax Compliance Procedure

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 1, 2020, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns ("DNR"), and the CITY OF ROLLA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the "Participant"). Terms not otherwise defined in the Recitals or Section 1 of this Agreement have the meanings set forth in the below-defined Ordinance.

### RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Direct Loan Program (the "Direct Loan Program") and has stated its intent to make loans to political subdivisions of the State of Missouri.
2. The Commission has approved a loan to the Participant to be made by DNR pursuant to this Agreement (the "Loan").
3. DNR and the Participant have entered into this Agreement for the purposes of providing financing for improvements to certain publicly owned wastewater treatment facilities (the "Project" as further described in this Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to finance the Project under the Direct Loan Program.
4. The Loan will be evidenced by the Bonds of the Participant delivered to DNR, as owner of the Bonds (the "Owner"), in the form authorized by the Ordinance of the Participant (the "Ordinance").
5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of May 1, 2020 (the "Escrow Agreement"), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the "Paying Agent").
6. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

### AGREEMENT

#### ARTICLE I

#### DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement, including Articles V and VIII, and in the Ordinance, capitalized words and terms have the following meanings in this Agreement:

"Actual Reimbursement Amount" means the amount of a Requisition approved for payment in accordance with Section 3.3.

"Authorized Representative" means any person designated in writing by a certificate executed by the Participant and filed with the Paying Agent and DNR.

III. H. 39.

“Bond Counsel” means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing approved by a written instrument from DNR to the Participant and the Paying Agent.

“Bond Payments” means the amounts required to be paid by the Participant in repayment of the Bonds pursuant to Section 4.1.

“Bonds” means the Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020, issued by the Participant pursuant to the Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or any other day that banking institutions in the State are authorized or required to be closed.

“Closing Date” means the date of the initial issuance and delivery of the Bonds.

“Completion of Funding” means the date, established by the Participant, that no further Requisitions will be submitted by the Participant, and therefore no further Purchase Price Installments will be funded by DNR, as evidenced by a written certificate executed by the Authorized Representative and filed with DNR and the Paying Agent.

“Costs of Issuance” means, collectively, the Master Trust Bonds Expense and other costs of issuing the Bonds as certified by the Participant.

“Disbursement” means each amount advanced from the Construction Fund to the Participant by the Paying Agent under this Agreement and Section 7 of the Escrow Agreement to pay Eligible Costs and Costs of Issuance, in an amount equal to the applicable Purchase Price Installment deposited by DNR pursuant to Section 3.3.

“Eligible Costs” means Project Costs determined by DNR to be eligible under the Regulations including, but not limited to, the Project Costs initially financed with the proceeds of the Refunded Bonds.

“EPA” means the Environmental Protection Agency.

“Escrow Agreement” means the Escrow Trust Agreement dated as of May 1, 2020, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

“Event of Default” means an “Event of Default” as defined in Article VII.

“Federal Act” means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381, *et seq.*, as amended.

“Fiscal Year” means the fiscal year of the Participant, currently October 1 to September 30.

“Funding Sources” means the sources identified by DNR from time to time to fund the Loan, initially as described in Section 2.2.

“Ineligible Costs” means Project Costs that are not Eligible Costs.

“Initiation of Operations” means the date when the first major constructed component is capable of being used for its intended purpose.



“Interest Period” means each six-month period from January 1 through June 30 and July 1 through December 31.

“Loan” means the loan by DNR to the Participant, funded in installments from the Funding Sources in accordance with, and subject to the terms and conditions of, this Agreement. The Loan is evidenced by the Bonds.

“Master Trust Agreement” means, as applicable, the Amended and Restated Master Trust Agreement dated as of March 1, 2004 or the Master Trust Agreement dated as of November 1, 2010, each between the Authority (as defined in Section 5.1) and the Master Trustee, as amended, supplemented or restated from time to time.

“Master Trust Bonds” means bonds of the Authority at any time outstanding and secured under the Master Trust Agreement.

“Master Trust Bonds Expense” means the amount of \$163,440.00, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

“Master Trustee” means UMB Bank, N.A., St. Louis, Missouri, as master trustee under the applicable Master Trust Agreement, and any successor master trustee pursuant to a Master Trust Agreement.

“Maximum Principal Amount” means \$27,240,000.

“Ordinance” means the Ordinance of the Participant, passed on May 18, 2020, authorizing the issuance of the Bonds, as supplemented, modified or amended in accordance with its terms.

“Project” means the acquisition, construction, improvement and equipping of certain wastewater facilities of the Participant further described as follows:

*Southeast Wastewater Treatment Facility.* Improvements and modifications at the Southeast Wastewater Treatment Facility (WWTF) include replacement of existing influent screening equipment; installation of a new oxidation ditch flow splitter; construction of two new oxidation ditches, one new secondary clarifier, one new Return Activated Sludge/Waste Activated Sludge pump station, and one new intermediate pump station; installation of a new Ultraviolet disinfection system; construction of a new post aeration process, wet weather flow measurement and screening facility, two peak flow clarifiers, and construction of chemical feed facilities, along with all necessary appurtenances to complete this portion of the Project.

*Vichy Road Wastewater Treatment Facility.* Improvements and modifications at the Vichy Road WWTF include installation of one new influent pump station; construction of a new headworks facility, one new oxidation ditch, one new secondary clarifier flow splitter, two new secondary clarifiers, one new RAS/WAS pump station, and a new scum pump station; installation of a new Ultraviolet disinfection system; construction of a new post aeration system; modifying the existing contact stabilization plant to increase aerobic digester and sludge storage capacity, and installation of chemical feed facilities, along with all necessary appurtenances to complete this portion of the Project.

The Project also includes the refinancing of the Participant’s Refunded Bonds that were issued to finance design costs associated with the Project and all changes agreed to in writing by the Participant and DNR.

“Project Costs” means all costs or expenses that are necessary, incident or directly attributable to the Project, consisting of Eligible Costs and Ineligible Costs, if any.

“Project Schedule” means the schedule for completion of the Project that is estimated by the Participant to be the following as of the date of execution of this Agreement:

<u>Event</u>	<u>Contract No. 1 Vichy Road WWTF Projected Date (month/year)</u>	<u>Contract No. 2 Southeast WWTF Projected Date (month/year)</u>
Advertising for bids	January 2020	January 2020
Bid opening	March 2020	<del>February</del> March 2020
Construction contract executed	May 2020	May 2020
Initiation of Operations	<del>June</del> November 2021	November 2021
Construction completion	<del>June</del> November 2021	November 2021
Project completion	<del>July 2021</del> January 2022	<del>December 2021</del> January 2022

“Regulations” means 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, as amended.

“Requisition” means a Clean Water Reimbursement Form in substantially the form of Exhibit A, with such changes as are approved by DNR with written notice to the Participant and the Paying Agent.

“State” means the State of Missouri.

“Supplemental Agreement” means any agreement supplementing or amending this Agreement pursuant to Section 8.6.

“User Charge Ordinance” means, collectively, Articles IX and X of Chapter 35 of The Code of the City of Rolla, Missouri, as amended, supplemented or replaced.

Section 1.2 Interpretation.

(a) The words “herein,” “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision of this Agreement.

(b) References in this Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Agreement as originally executed.

(c) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Agreement, and shall not define or limit the provisions of this Agreement.

(d) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(e) Words importing person shall include partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered that are contained in this Agreement.

(g) Any opinion of counsel required under this Agreement shall be a written opinion of such counsel.

(h) Wherever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(i) When used in this Agreement, "day" means "calendar day."

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director, Financial Assistance Center, Water Protection Program ("WPP") of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant. The Participant represents to and covenants with DNR, as follows:

(a) Organization and Authority.

(i) The Participant is a third-class city duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Project, to execute and deliver this Agreement, to issue the Bonds, to pledge the sources for repayment of the Loan and the Bonds under this Agreement, the Ordinance and the Bonds, and to carry out its agreements under this Agreement.

(iii) The proceedings of the Participant's Governing Body approving this Agreement and authorizing the Participant to undertake and complete the Project have been duly and lawfully passed.

(iv) This Agreement, the Bonds, the Ordinance, the User Charge Ordinance and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing on the Participant's application for

participation in the Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the Participant's application for participation in the Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. To the knowledge of the Participant, after due investigation, the Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source for Repayment. The Participant has established a dedicated revenue source for the repayment of the Loan. The dedicated source of revenue includes a system of service rates, fees and charges or other sources of revenue established under the Ordinance and the User Charge Ordinance for such purpose.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with DNR in the timely observance and performance of the respective agreements of the Participant and DNR under this Agreement.

(i) Control of Project Site. The Participant will provide, or has provided, written assurance to DNR, signed by an attorney, that the Participant has proper title, easements, and rights-of-way to the property on or through which the Project is to be constructed. This written assurance will be provided prior to construction contract award.

(j) Bid Solicitations. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. All records from Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application (ORCA) - and the Excluded Parties List System (EPLS), active or expired, were moved to the federal System for Award Management (SAM) e-procurement system. The Participant can search these records and filter the results. The following paragraph must be included in the Instructions to Bidders:

“The Code of Federal Regulations at Title 2, Part 180, prohibits participation in EPA funded contracts by persons excluded or disqualified from doing business with the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at <https://www.sam.gov/SAM/>. All subcontracts at any tier should include this language.”

The Participant acknowledges that doing business with any party appearing in the “List of Parties Excluded from Federal Procurement or Non Procurement Programs” may result in the termination of the Participant’s participation in the Direct Loan Program and may also result in suspension or debarment under the Regulations. The Participant will obtain the written approval of DNR before advertising for bids.

(k) Buy American Iron and Steel Products. In accordance with Sec. 608.(a) of the Federal Water Pollution Control Act, the Participant assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project that are produced in the United States of America in a manner consistent with the United States’ obligations under international agreements. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The Participant understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608.(d) of the Federal Water Pollution Control Act.

(l) Performance and Payment Bonds. The Participant will require any Project contractor to post a separate performance bond and a separate payment bond or other security approved by DNR, each in the amount of the bid.

(m) Disadvantaged Business Enterprises (“DBEs”).

(1) The Participant will ensure that DBEs have the opportunity to compete as sources for the procurement of supplies, equipment, construction and services related to this Agreement. The Participant agrees to include information about these requirements in solicitation documents, including the following:

(A) the prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the Participant;

(B) the Participant must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;

(C) if a DBE subcontractor fails to complete work under its subcontract for any reason, the prime contractor must employ the "six good faith efforts" described in subparagraph (2) if soliciting a replacement subcontractor; and

(D) the prime contractor is to employ the "six good faith efforts" even if the prime contractor has achieved its "fair share goals" (the current "fair share goals" are 10% for Minority Business Enterprises ("MBE") and 5% for Women Business Enterprises ("WBE")).

(2) The "six good faith efforts" are:

(A) ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this includes placing DBEs on solicitation lists and soliciting them whenever they are potential sources;

(B) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date;

(C) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;

(D) encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;

(E) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(F) require any prime contractor or other recipient, if it is awarding subcontracts, to take the affirmative steps in clause (B) of this subparagraph.

(3) **DBE Reporting:** MBE/WBE reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of \$250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after completion of construction of the Project, whichever comes first.

(n) **Prevailing Wage.** The Participant will require any Project contractor and subcontractor to pay all laborers and mechanics employed by the contractor or subcontractor at rates not less than the greater of (1) those rates prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act), as required by Sec. 602(b)(6) of the Federal Water Pollution Control Act or (2) those rates required

pursuant to Chapter 290 of the Revised Statutes of Missouri, as amended. The Participant agrees to include information about these requirements in solicitation documents.

(o) Contract Award. The Participant, with the prior written concurrence of DNR, will award any construction contract or contracts for the Project to the lowest responsive and responsible bidder.

(p) Completion of Project and Provision of Moneys. The Participant agrees:

(i) to exercise its best efforts in accordance with prudent wastewater collection and treatment utility practice to complete the Project in a timely manner in accordance with the Project Schedule; and

(ii) subject to the provisions of the Ordinance, to provide from its own financial resources all moneys in excess of the amount available under this Agreement required to complete the Project.

(q) Requests for Funding; Use of Proceeds. The Participant will request the funding of Purchase Price Installments to pay Eligible Costs in accordance with this Agreement to the extent the sum of Purchase Price Installments and Costs of Issuance has not exceeded the Maximum Principal Amount, in order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Construction Fund and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(r) Notice of Completion. The Participant will provide written notice of the Initiation of Operations and the completion of construction of the Project to DNR within 45 days after the occurrence of each of these events.

(s) Compliance Certification. This paragraph is applicable if DNR notifies the Participant in writing that the actions described in this paragraph are required. On the first anniversary of the Initiation of Operations, the Participant will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the Participant.

(t) Retention of Project Records. The Participant will retain all Project records in accordance with Section 5.12 of this Agreement and Chapter 109 of the Revised Statutes of Missouri, as amended.

(u) Operations and Maintenance of System; User Charge Ordinance. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

(i) at all times operate the System in an efficient manner,

(ii) maintain the System in good repair, working order and operating condition over the structural and design life of the System,

(iii) implement the User Charge Ordinance as approved by DNR prior to the Initiation of Operations and for the term of the Loan, and

(iv) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(v) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts for the System (the "System Records") separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the System Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The Participant will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The Participant may use an accounting method other than accounting principles generally accepted in the United States of America for its General Accounts.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues pursuant to the Ordinance. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year. So long as the Loan is outstanding, within 180 days after the end of the Participant's Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, as determined by the EPA's Guidance Letter dated December 24, 2014, if the Participant expends during any Fiscal Year an aggregate amount of \$750,000 or more of federal assistance (1) under the Direct Loan Program and (2) from other federal sources.

(A) A copy of the Participant's annual audit, including the written comments and recommendations of the Participant's auditor, will be furnished to DNR within the time period provided in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the Direct Loan Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents



relating to the Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Project.

(w) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(x) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater collection and treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(y) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(z) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Ordinance, the Participant agrees to complete the Project whether or not the proceeds from the Loan are sufficient to complete the Project.

(aa) Signage. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the Direct Loan Program.

(c) DNR commits to fund the Loan from the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

(i) Capitalization Grant Agreement dated September 24, 2019, identification number CS-29000124-0; and

(ii) The Water and Wastewater Loan Revolving Fund.

(d) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

## ARTICLE III

### EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement. Simultaneously with the execution of this Agreement, the Participant will deliver the following:

(a) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant's Governing Body showing the passage of the Ordinance;

(b) to the Paying Agent, the executed Bonds in the maximum principal amount of \$27,240,000, to be held by the Paying Agent in trust on behalf of the Owner;

(c) to DNR and the Paying Agent, an executed counterpart of this Agreement and the Escrow Agreement;

(d) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and

(e) to DNR and the Paying Agent, a signed copy of the opinion of Bond Counsel to the Participant to the effect that the execution and delivery of this Agreement, the Escrow Agreement, and the Bonds have been duly authorized by the Participant in accordance with the Act; this Agreement, the Escrow Agreement and the Bonds have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bonds are valid and binding special, limited obligations of the Participant payable solely from, and secured by a pledge of, the Net Revenues derived by the Participant from the operation of the System, after providing for the costs of operation and maintenance thereof; and will address whether the Bonds are issued on parity with, or are junior and subordinate to, any outstanding System Revenue Bonds of the Participant. In rendering the foregoing opinion, Bond Counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum aggregate principal amount of \$27,240,000 to pay Eligible Costs of the Project, to refund the Refunded Bonds and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bonds.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

(a) DNR will fund Purchase Price Installments and moneys will be disbursed from the Construction Fund to the Participant only once each calendar month in accordance with this Section and the Escrow Agreement. DNR will not fund a Purchase Price Installment in the months of June and December after the date that is two Business Days prior to the 15<sup>th</sup> calendar day of those months, unless (i) the Participant has made special arrangements with DNR and the Paying Agent to assure that interest on the Bonds payable on the following Interest Payment Date will be calculated and payment received by the

Paying Agent not less than two Business Days prior to the Interest Payment Date, and (ii) DNR and the Paying Agent have agreed to the special arrangements, in their sole discretion.

(b) The Participant will deliver, by overnight delivery or regular mail service, a completed Requisition to DNR. The Requisition must be executed by the Authorized Representative, set forth the amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR, and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the Participant that, to the best of its knowledge, the amounts for which a Requisition is submitted are due and payable and constitute Eligible Costs and/or Costs of Issuance. Notwithstanding any provision herein to the contrary, no Requisition is required for the initial Purchase Price Installment related to the payment of Costs of Issuance.

(c) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition by facsimile transmission. The approved Requisition will not be accompanied by applicable vouchers and statements. DNR will not approve any Requisition upon an Event of Default by the Participant or the issuance of a stop-work order by EPA or DNR.

(d) Upon DNR's approval of a Requisition, DNR will fund a Purchase Price Installment of the Bonds in an amount equal to the Actual Reimbursement Amount by electronic transfer of funds to the Paying Agent for deposit by the Paying Agent in the Construction Fund.

(e) Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the Participant within two Business Days after the Paying Agent's receipt of the approved Requisition.

Section 3.4 Completion of Project and Initiation of Operations. The completion of the Project shall be evidenced to the Paying Agent and DNR by a certificate signed by the Authorized Representative stating (a) that the Project has been completed in accordance with the plans and specifications therefor, (b) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Participant, (c) the date of the Initiation of Operations, and (d) that the Project meets National Pollution Discharge Elimination System ("NPDES") permit limits, if applicable. The Participant's certificate must be accompanied by a certification by the Consulting Engineer that the Project was constructed in accordance with the approved plans and specifications and, if applicable, meets NPDES permit limits. The Participant's certificate may state that it is given without prejudice as to any rights of the Participant against third parties that exist as of the date of the certificate or that may subsequently come into being.

Section 3.5 Completion of Funding.

(a) The Completion of Funding will be the date of a certificate signed by the Authorized Representative stating that no further funding of Purchase Price Installments will be requested by the Participant and delivered to the Paying Agent and DNR. DNR may direct the Participant to sign and deliver a Completion of Funding certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

(i) the Participant appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Funding certificate in a timely manner;

(ii) the Participant has not submitted a Requisition for a significant period of time or otherwise demonstrated that the Participant is proceeding with due diligence to complete the Project; or

(iii) Completion of Funding has not occurred by the third anniversary of the Closing Date, unless the Participant, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Funding will occur within a reasonable period thereafter.

(b) Within 10 Business Days after the Participant has delivered the Completion of Funding certificate, DNR will provide a final debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance.

#### ARTICLE IV

##### PAYMENTS

###### Section 4.1 Bond Payments.

(a) The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

(b) The Participant represents that the first scheduled principal payment of the Bonds is prior to the first anniversary of the expected Initiation of Operations.

Section 4.2 Additional Payments. The Participant will pay the Administrative Fee and the Paying Agent's fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bonds as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bonds and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

#### ARTICLE V

##### TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms. Words and phrases used in this Article generally have the meanings assigned in §§ 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), in the applicable regulations and rulings issued by the U.S. Treasury Department (the "Treasury Regulations"), and in Article I. In addition to words and terms defined in this Agreement, the following words and terms used in this Article have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist that is completed each year for the Bonds by the Participant, as set forth in the Tax Compliance Procedure, initially in the form set forth in Exhibit C, executed by the Participant Bond Compliance Officer.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authority Bond Compliance Officer” means the Deputy Director of the Authority or any successor officer tasked with post-issuance compliance duties pursuant to the Tax Compliance Procedure.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Bonds.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending July 1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Final Written Allocation” means the Final Written Allocation of Bond proceeds prepared pursuant to Section 5.9.

“Financed Facility” means the portion of the Project consisting of property financed or refinanced with the proceeds of the Bonds as described in this Agreement. If there is more than one “Project” described in the definition of “Project” in Article I, for this Article V “Financed Facility” means the Bond-financed portion of each “Project” described in Article I.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, gross proceeds of the Bonds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“Issue Date” means the date of issuance of the Bonds, which is the first date that the sum of the initial Purchase Price Installment and subsequent Purchase Price Installments is greater than \$50,000.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the expected economic useful life of the property.

“Non-Qualified User” means a person other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Participant Bond Compliance Officer” means the Participant’s Finance Director or any successor to the duties of such official.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of gross proceeds of the Bonds after the Issue Date.

“Qualified User” means a State, territory, a possession of the United States of America, the District of Columbia, or any political subdivision thereof or any instrumentality of such unit. The term “Qualified User” does not include the United States of America or any agency or instrumentality thereof.

“Tax Compliance Procedure” means the Authority’s State Revolving Funds Programs Tax Compliance Procedure dated as of July 25, 2013, attached as Exhibit D, as amended and supplemented from time to time.

Section 5.2 General. The Participant acknowledges that the investment and expenditure of proceeds of the Bonds are primarily within its control and that substantially all of the net proceeds of the Bonds will be used to finance property that is owned and controlled by the Participant. For these reasons, the Participant acknowledges and agrees that, in order to induce DNR to provide favorable financing through the Direct Loan Program by the purchase of the Bonds and the Authority to issue its Master Trust Bonds from time to time, the Participant makes the representations and covenants related to the Post-Issuance Tax Requirements as set forth in this Article V for the benefit of DNR and the Authority.

Section 5.3 Authority and Purpose for Bonds. The Bonds are being issued for the purpose of providing funds to (a) refund the Refunded Bonds and (b) pay the costs of the Financed Facility. In connection with the application of net proceeds of the Bonds to the refunding of the Refunded Bonds, the Participant represents as follows:

(i) The Refunded Bonds are being redeemed on May 28, 2020, in accordance with the ordinance approving the Refunded Bonds, the Refunded Bonds and the Ordinance.

(ii) ~~\*\*\*CITY TO CONFIRM\*\*\*~~ As of the Issue Date, there are no unspent proceeds of the Refunded Bonds. Therefore, there are no transferred proceeds of the Bonds.

(iii) Under Regulations § 1.148-9(h), the Bonds will be treated as two separate issues (i.e., a “Refunding Portion” and a “New Money Portion”) for most purposes under Code § 148. The proceeds to be received by the Participant allocable to the Refunding Portion and the New Money Portion are as shown on Exhibit B to the Participant’s Closing Certificate.

(iv) The purpose of the refunding is to accomplish one or more of the following: (A) to reduce the debt service requirements of the Participant, or (B) to provide an orderly plan of financing for the Participant.

Section 5.4 Proceeds of Bonds; Other Sources.

(a) *Amount of Bond Proceeds*. The total maximum proceeds to be received by the Participant from the sale of the Bonds will be \$27,240,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of \$1,752,660.00, and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant’s due diligence request form or related documents filed with DNR.

(b) *Other Sources*. In addition to proceeds of the Bonds disbursed from time to time pursuant to this Agreement, the Participant will allocate the amount of \$500,000.00, representing a cash contribution by the Participant, to pay a portion of the costs of the Project.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General.* The Participant will not use any portion of the Bond proceeds, including any Investment earnings on Bond proceeds, directly or indirectly, nor permit the use of any portion of the Financed Facility, in a manner that would cause any Bond to be a "private activity bond" as defined in Code § 141.

(b) *Use of Financed Facility.* The Bond proceeds will be used to finance or refinance the Financed Facility. Throughout the Measurement Period, all property comprising the Financed Facility will be owned by the Participant. Not more than 10% of the proceeds of the Bonds will be used in a manner that constitutes a "private business use" during the Measurement Period. In making the foregoing representations the Participant acknowledges that (i) use of the property comprising the Financed Facility is determined annually throughout the Measurement Period; (ii) the use of the Financed Facility is treated as the direct use of proceeds of the Bonds and the Refunded Bonds; (iii) the term "private business use" generally means ownership or lease by, or other use in the trade or business of, a Non-Qualified User; (iv) any activity carried on by a Non-Qualified User other than a natural person is treated as a trade or business; (v) the Financed Facility is treated as being used for a private business use if it is leased to a Non-Qualified User and subleased to a Qualified User, or leased to a Qualified User and then subleased to a Non-Qualified User, if the Non-Qualified User's use is in a trade or business; and (vi) in most cases, use of the Financed Facility constitutes private business use only if a Non-Qualified User has special legal entitlements to use the Financed Facility under an arrangement with the Participant.

(c) *Private Security or Payment.* The payment of principal and interest on the Bonds and the payment of principal and interest on the Refunded Bonds will not be (under the terms of the Bonds, the Refunded Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as a private payment or as private security so long as no taxpayer enters into any "impermissible agreement" with respect to the collection or payment of the tax as described in Treasury Regulations § 1.141-4(e)(4)(ii). The Participant will use Net Revenues derived from the operation of the Financed Facility to pay the debt service on the Bonds. All revenues will be derived from rates that are generally applicable and uniformly applied, and which do not convey priority rights or other preferential benefits for use of the Financed Facility.

(d) *No Private Loan.* No proceeds of the Bonds or the Refunded Bonds will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bonds so long as the assessments meet the criteria set out in Treasury Regulations § 1.141-5(d).

(e) *No Federal Guarantees.* The Participant will not take any action or permit any action to be taken that would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

(f) *Management Contracts.* ~~\*\*CITY TO CONFIRM\*\*~~ The Participant has not entered into any "Management Contract" (as defined below) with any Non-Qualified User and will not enter into or renew any Management Contract with respect to the Financed Facility with any Non-Qualified User without first obtaining an Opinion of Bond Counsel, addressed to the Participant and the Owner, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust

Bonds from gross income for federal income tax purposes. The term "Management Contract" is defined in Treasury Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(g) *Leases.* **\*\*CITY TO CONFIRM\*\*** The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant and the Owner, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

Section 5.6 Sinking Funds. The Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. The Participant will deposit these payments with the Paying Agent into the Principal Account and the Interest Account of the Repayment Fund held by the Paying Agent. Except for the Principal Account and the Interest Account and the Debt Service Fund, the Participant has not established, and does not expect to establish, any sinking fund or other similar fund expected to be used directly or indirectly to pay principal of or interest on the Bonds. The Repayment Fund and the Debt Service Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year and the Participant expects that the Repayment Fund and the Debt Service Fund will each qualify as a "bona fide debt service fund," as that term is defined in the Treasury Regulations.

Section 5.7 No Replacement Funds. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that have been or will be used to acquire higher yielding Investments. Except for the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. On August 6, 2018, the Participant's Governing Body passed an ordinance declaring the intent of the Participant to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility prior to the issuance of obligations evidencing the borrowing (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the Bond Transcript. No portion of the net proceeds of the Bonds will be used to reimburse an expenditure paid by the Participant more than 60 days prior to the date the Reimbursement Action was passed.

Section 5.9 Final Written Allocation. The Participant agrees that its file of all Requisitions and supporting invoices provided to DNR pursuant to Article III will constitute the Participant's Final Written Allocation of the application of proceeds of the Bonds to the Financed Facility. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised Final Written Allocation to DNR if the revised Final Written Allocation is accompanied by an Opinion of Bond Counsel. However, no revised Final Written Allocation will be made more than 18 months following the later of (a) the date of the expenditure or (b) the date the Financed Facility was placed in service, unless an Opinion of Bond Counsel is delivered to DNR.



Section 5.10 Hedge Bonds. The Participant expects that at least 85% of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date.

Section 5.11 Post-Issuance Compliance with Federal Tax Matters. The Participant shall complete the Annual Compliance Checklist and deliver the Annual Compliance Checklist to the Authority Bond Compliance Officer in accordance with the Tax Compliance Procedure. To the extent within its power and control, the Participant will take all action requested in writing by the Authority Bond Compliance Officer that is necessary to cause the interest on the Master Trust Bonds to remain excludable from gross income for federal income tax purposes.

Section 5.12 Records.

(a) The Participant recognizes that (i) investors purchase the Master Trust Bonds with the expectation that interest on the Master Trust Bonds is and will remain excludable from gross income for federal income tax purposes, (ii) the tax-exempt status of interest on the Master Trust Bonds depends in part on the accuracy of the Participant's representations and the satisfaction of the Participant's agreements contained in this Article, many of which relate to matters that will occur after the Issue Date, and (iii) as part of its ongoing tax-exempt bond audit program the Internal Revenue Service requires that records be created and maintained with respect to the following matters:

(1) documentation evidencing the expenditure of the Bonds and the Refunded Bonds in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;

(2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and

(3) documentation evidencing all sources of payment or security for the Bonds.

(b) The Participant has procedures in place or will establish procedures to create and retain these records. Unless otherwise specifically instructed in a written Opinion of Bond Counsel, the Participant will retain and maintain these records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records that indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Participant, and (5) not be subject to any agreement that would limit the ability of the Internal Revenue Service to access and use the electronic storage system on the Participant's premises.

## ARTICLE VI

### ASSIGNMENTS

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may assign the Bonds and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Leveraged Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant.

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than \$5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bonds in accordance with the provisions governing redemption of the Bonds in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property the revenues of which are incorporated into the System. In the event of sale, lease or other disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bonds (regardless of the amount of the disposition proceeds). If the Bonds are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

(b) The provisions of paragraph (a) will not prohibit, restrain or restrict any sale, lease or other disposition of any portion of the Project that has not been financed with Disbursements, if DNR and the Paying Agent have received an opinion of Bond Counsel, in form and substance satisfactory to them, that, if the portion of the System has been financed by an obligation of the Participant payable out of the Revenues, the obligation is permitted under the provisions of the Ordinance.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an "Event of Default" under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

(b) failure by the Participant to observe and perform any agreement under this Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Ordinance, the Participant's due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

- (e) the Participant generally fails to pay its debts as they become due.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied first, to pay interest on the Bonds then due and payable, second, to pay principal on the Bonds then due and payable, third, to pay the fees, costs and expenses owed by the Participant under Section 7.4, and fourth, to pay any other amounts due and payable under this Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

## ARTICLE VIII

### MISCELLANEOUS

#### Section 8.1 Continuing Disclosure.

(a) For purposes of this Section 8.1, the following terms have the following meanings, in addition to capitalized terms defined elsewhere in this Agreement and the Ordinance:

“Beneficial Owner” means any registered owner of Master Trust Bonds and any other person who, directly or indirectly, has the investment power with respect to any Master Trust Bonds.

“Dissemination Agent” means the Master Trustee.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Material Participant” means the Participant if it has outstanding bonds purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds in the aggregate principal amount that constitutes 10% or more of the aggregate principal amount of all Master Trust Bonds outstanding as of each December 15 or to be outstanding upon the issuance of a series of Master Trust Bonds, with written notice given by the Authority to the Master Trustee by December 31 or 30 days after the issuance of the Master Trust Bonds, respectively.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) If the Participant is notified by the Authority or the Master Trustee that the Participant is a Material Participant, the Participant will comply with the provisions of this Section 8.1.

(i) The Material Participant will furnish to the Master Trustee (or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, through EMMA):

(A) within 30 days after notification that it is a Material Participant, a copy of its most recent financial statements prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors, and the operating data of the Material Participant, through the previous fiscal year, in substantially the scope and form contained in Appendix A to the official statement with respect to a series of Master Trust Bonds; and

(B) within 180 days after the close of the fiscal year of the Material Participant following notification that it is a Material Participant and each subsequent fiscal year, a copy of the financial statements of the Material Participant prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of the Material Participant and, as soon thereafter as available, the audited financial statements of the Material Participant), and the operating data of the Material Participant, updated for the fiscal year then ended, in substantially the scope and form contained in Appendix A to the official statement with respect to a series of Master Trust Bonds.

(ii) Any of the financial information or operating data required by this paragraph (b) may be incorporated by reference from other documents, including official statements of the Material Participant's debt issues that have been filed with the MSRB, through EMMA, or the Securities and Exchange Commission, and in the case of a final official statement, that is available from the MSRB. The Material Participant will clearly identify in each annual report submitted to the Master Trustee each document incorporated by reference and the source from which it is available.

(c) No later than 10 Business Days after the occurrence of any of the following events, the Material Participant will disseminate to the Master Trustee and the Authority notice of the occurrence of any of the following events with respect to the Bonds or the System ("Material Events"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds or Master Trust Bonds, proceeds of which have been allocated to the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Material Participant;

- (13) the consummation of a merger, consolidation, or acquisition involving the System or the sale of all or substantially all of the assets of the System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
- (15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

(d) The Material Participant's obligations under paragraphs (b) and (c) will terminate upon the Material Participant's receipt of a notification from the Authority or the Master Trustee that the Material Participant is no longer a Material Participant.

(e) The sole remedies for a failure to comply with the provisions of this Section 8.1 are specific enforcement or action in mandamus in a court of equity by any Beneficial Owner.

(f) Nothing in this Section prevents the Material Participant from disseminating any additional information, or including any other information in any report or notice made under this Section, in addition to that required by this Section. If the Material Participant chooses to include any information in any report or notice made under this Section in addition to that which is specifically required by this Section, the Material Participant will have no obligation to update the additional information or include it in any future report or notice.

(g) The Participant agrees to cooperate and covenants take all reasonable actions necessary to assist the Authority and DNR, their financial advisors, underwriters and counsel in the preparation of official statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell Master Trust Bonds.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bonds under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by first class mail, postage pre-paid, or sent by telegram, teletype or telex or other similar communication or delivered

by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Rolla, Missouri  
901 North Elm Street, P.O. Box 979  
Rolla, Missouri 65401-0979  
Attention: City Administrator

DNR:

General

Missouri Department of Natural Resources  
Water Protection Program  
P.O. Box 176 (Zip Code 65102)  
1101 Riverside Drive  
Jefferson City, Missouri 65101  
Attention: Director, Financial Assistance Center

For Requisitions:

Missouri Department of Natural Resources  
Water Protection Program  
P.O. Box 176 (Zip Code 65102)  
1101 Riverside Drive  
Jefferson City, Missouri 65101  
Attention: Financial Assistance Center

Paying Agent:

UMB Bank, N.A.  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

*[Remainder of Page Intentionally Left Blank]*



**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

**MISSOURI DEPARTMENT  
OF NATURAL RESOURCES**

By: \_\_\_\_\_  
Authorized Officer

{Rolla - Purchase Agreement}

III . 11. 64.

CITY OF ROLLA, MISSOURI

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

Taxpayer Identification No.: 43-6003049

[Rolla - Purchase Agreement]

III. A-65

**EXHIBIT A**  
**FORM OF REQUISITION**

MISSOURI DEPARTMENT OF NATURAL RESOURCES, WATER PROTECTION PROGRAM, FAC REIMBURSEMENT FORM SRF DIRECT LOAN				
1. TYPE OF REQUEST: <u>PARTIAL</u> <u>FINAL</u>		3. PAYMENT REQUEST NUMBER: _____ PAGE 1 OF _____		
2. PROJECT NUMBER: <u>C295836-01</u>		4. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____		
5. RECIPIENT ORGANIZATION: CITY OF ROLLA PO BOX 979 ROLLA, MO 65401-0979		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CITY OF ROLLA <u>C295836-01</u> 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102		
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative	
A.				
B.				
C.				
D.				
E.				
F.				
G.				
H.				
I.				
J.				
K.				
L.				
Z Total from continuation sheet (lines 7.M. - 7.Y.)				
AA. Eligible costs incurred to date				
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:		BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED:		CC.	
	DD. AMOUNT PAYABLE TO RECIPIENT (ACTUAL REIMBURSEMENT AMOUNT):		DD.	
<b>8. CERTIFICATION:</b>  By signing this reimbursement form, I certify that to the best of my knowledge and belief:  1) Billed costs or disbursements are in accordance with the terms of the project;  2) Payment due represents the amount due which has not been previously requested;  3) An inspection has been performed; and  4) All work is in accordance with the terms of the funding agreement.	<b>RECIPIENT:</b>	SIGNATURE OF AUTHORIZED REPRESENTATIVE:		
		DATE SIGNED:		PHONE NUMBER:
	<b>DNR REVIEWER: Office Use Only</b>		TYPED OR PRINTED NAME:	
			SIGNATURE OF REVIEW OFFICIAL:	
		DATE SIGNED:		
		TYPED OR PRINTED NAME AND TITLE:		

DNR-WPP-FAC, SRF

**MISSOURI DEPARTMENT OF NATURAL RESOURCES, WATER PROTECTION PROGRAM, FAC  
REIMBURSEMENT FORM  
SRF DIRECT LOAN  
CONTINUATION PAGE**

PAGE \_\_\_\_\_ OF \_\_\_\_\_

2. PROJECT NUMBER: <b>C295838-01</b>		4. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____	
5. RECIPIENT ORGANIZATION: <b>CITY OF ROLLA PO BOX 979 ROLLA, MO 65401-0979</b>		6. LOAN TRUSTEE: <b>UMB BANK, NA IN TRUST FOR CITY OF ROLLA 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102</b>	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Number and Name Show construction, engineering, administrative costs, etc.		Current Period	Cumulative
M.			Office Use Only
N.			
O.			
P.			
Q.			
R.			
S.			
T.			
U.			
V.			
W.			
X.			
Y.			

**DNR-WPP-FAC, SRF**

## EXHIBIT B

### FEDERAL REQUIREMENTS

#### Federal Requirements

- Federal Funding and Accountability and Transparency Act (FFATA): Federal Law - Federal Funding Accountability and Transparency Act enacted 2010.
- Davis-Bacon Act: Act of 1931 applied in 1987-1994, made permanent by the Water Resources Reform and Development Act (WRRDA) of 2014.
- American Iron & Steel.
- Architectural and Engineering Procurement.
- Cost & Effectiveness, Water Resources Reform and Development Act (WRRDA) of 2014: Applies to Clean Water SRF projects only.
- U.S. Environmental Protection Agency Guidance for Enhancing Public Awareness of State Revolving Fund Assistance Agreements (15-02) in 2015.
- Water Systems Assessment, Safe Drinking Water Act Amendments in 2017 Water Infrastructure Improvements for the Nation Act (WIIN): Applies to Drinking Water SRF only.
- Single Audit Act of 1984; Federal Regulation: Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, State or local government (loan recipients) that expend more than \$750,000 of federal funds in a year must complete an organization-wide audit within nine months of the end of the fiscal year.
- Disadvantaged Business Enterprise (DBE), Carried over from the Construction Grants Program U.S. Environmental Protection Agency (40 Congressional Federal Registry Parts 30, 31, 33, 35 and 40).
- National Environmental Policy Act (NEPA) of 1970.

#### "Super" (Socioeconomic) Cross-Cutters

- Civil Rights Act of 1964, Title VI: Pub. L. 88-352: Prohibits racial discrimination.
- Federal Water Pollution Control Act, 1972 Amendments, Section 13: Pub. L. 92-500: Prohibits discrimination on the basis of sex, racial, or other discrimination in implementing the law.
- Rehabilitation Act of 1973, Section 504: Pub. L. 93-112: Prohibits discrimination against a qualified individual with a physical or mental disability who is otherwise qualified and can perform essential job functions.
- Age Discrimination Act of 1975: Prohibits discrimination based on age.

#### Environmental Cross Cutters

- Clean Water Act, Titles III, IV and V: Pub. L. 92-500, as amended: Regulates discharges of pollutants into the waters of the United States
- Safe Drinking Water Act: Pub L. 93-523, as amended: Protects public drinking water supplies
- Endangered Species Act: Pub. L. 93-205, as amended: Protects and recovers imperiled species and the ecosystems upon which they depend.
- Fish and Wildlife Coordination Act: Pub. L. 85-624, as amended: Protects fish and wildlife when federal actions result in the control or modification of a natural stream or body of water.
- Magnuson-Stevens Act – Essential Fish Habitat: Pub. L. 94-265: Fosters long-term biological and economic sustainability of our nation's marine fisheries out to 200 nautical miles from shore.

- Coastal Zone Management Act: Pub. L. 92-583, as amended: Preserve, protect, develop, and where possible, to restore or enhance the resources of the nation's coastal zone.
- Coastal Barrier Resources Act: Pub. L. 97-348: Protects coastal areas that serve as barriers against wind and tidal forces caused by coastal storms, and serve as habitat for aquatic species.
- Wild and Scenic Rivers Act: Pub. L. 90-54: Preserves certain rivers with outstanding natural, cultural, and recreational values in a free-flowing condition.
- Protection of Wetlands Executive Order: Executive Order 11990 as amended by Executive Order 12608: Avoids the long and short-term adverse impacts associated with the destruction or modification of wetlands and to avoid direct or indirect support of new construction in wetlands wherever there is a practicable alternative.
- Clean Air Act: Pub. L. 95-95, as amended: Controls air pollution.
- Migratory Bird Act: 16 U.S. Code § 703: Protects migratory birds
- Floodplain Management, Executive Order 11988, Improve the nation's resilience to flooding and prepare the nation for the impacts of climate change.
- Farmland Protection Policy Act: Pub. L. 97-98: Federal programs are administered to be compatible with programs and policies to protect to protect
- National Historic Preservation Act: Pub. L. 89-655, as amended: Supports historic preservation activities and programs, and includes Section 106, which requires State Tribal and Local Historic Preservation programs be provided the opportunity to comment on undertakings that have an effect on a historic property.
- Archeological and Historic Preservation Act, Pub. L. 93-291, as amended: Provides for the preservation of historical and archeological data (including relics and specimens) which might otherwise be irreparably lost or destroyed as the result of alteration of terrain caused as a result of a federal construction project.
- Environmental Justice Executive Order: Executive Order 12898: Focuses federal attention on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities.

#### Economic and Other Cross Cutters

- Demonstration Cities and Metropolitan Development Act: Pub. L. 89 -754, as amended and Executive Order 12372: Promotes planning that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons
- Procurement Prohibition under Clean Air Act and Clean Water Act: Prohibition of Clean Water Act or Clean Air Act with respect to federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738: Federal procurement or procurement with federal grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act
- Uniform relocation and Real Property Acquisition Policies Act: Pub. L. 91-646, as amended, and 42 U.S.C. § 4601 et seq.: Ensures fair treatment of those displaced by federally funded programs, federally assisted programs or state and local agencies receiving federal funds
- Drug-Free Workplace Act: Pub. L. 100-690: As a recipient organization, the Department must make an ongoing, good faith effort to maintain a drug-free workplace and identify all known workplaces under its federal awards and maintain records pursuant to Title 2 CFR Part 1536 Subpart B.

- Debarment and Suspension Executive Order 12549: A person who is debarred or suspended is excluded from activities involving federal financial assistance.
- Preservation of Open Competition / Neutrality to Labor Relations on Federal Funded Projects: Executive Order 13202 and 13208: Promotes open competition on Federal and federally funded or assisted construction projects.
- New Restrictions on Lobbying, Section 319 of Pub. L. 101-121: Recipients of federal grants, cooperative agreements, contracts, and loans are prohibited from using federal funds for lobbying.

**EXHIBIT C**

**INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST**

Name of Participant:	City of Rolla, Missouri
Name of bonds ("Bonds") financing the Financed Facility:	Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020
Financed Facility: <i>[NOTE: Insert definition of "Project" as set forth in the Purchase Agreement, as modified, amended and supplemented]</i>	
Issue Date of Bonds:	
Placed in service date of the Financed Facility:	
Name of Bond Compliance Officer:	
Fiscal Year covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Was all of the Financed Facility owned by the Participant during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer?  If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2 Leases and Other Rights to Possession	During the Annual Period, was any of the Financed Facility or any part thereof leased at any time pursuant to a lease or similar agreement for more than 50 days (for example, an agreement permitting a cell phone tower to be erected on a bond-financed water tower)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?  If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No



Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Participant)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement?</p> <p>If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?</p> <p>If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Participant Bond Compliance Officer: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**AUTHORITY'S TAX COMPLIANCE PROCEDURE**

III A.73.

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**STATE ENVIRONMENTAL IMPROVEMENT AND  
ENERGY RESOURCES AUTHORITY**

**STATE REVOLVING FUNDS PROGRAMS  
TAX COMPLIANCE PROCEDURE**

**Dated as of July 25, 2013**

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III. H. 94.

July 25, 2013

**STATE REVOLVING FUNDS PROGRAMS  
TAX COMPLIANCE PROCEDURE**

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**STATE REVOLVING FUNDS PROGRAMS  
TAX COMPLIANCE PROCEDURE**

**ARTICLE I**

**DEFINITIONS**

**Section 1.1. Definitions.** Capitalized words and terms used in this Compliance Procedure have the following meanings:

**“Authority Annual Compliance Checklist”** means a questionnaire and/or checklist described in Section 6.2 and in the form attached as **Exhibit B**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, to be completed each year by the Bond Compliance Officer.

**“Authority”** means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri.

**“Bond Compliance Officer”** means the Authority’s Deputy Director or, if the position of Deputy Director is vacant, the person filling the responsibilities of the Deputy Director for the Authority.

**“Bond Counsel”** means a law firm selected by the Authority to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Authority on matters referenced in this Compliance Procedure.

**“Bond Restricted Funds”** means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

**“Bond Transcript”** means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

**“Clean Water Commission”** means the Clean Water Commission of the State of Missouri.

**“Clean Water Loan”** means a loan made to Clean Water Participants pursuant to the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

**“Clean Water Participant”** means a Missouri governmental entity that participates in the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

**“Clean Water SRF Direct Loan Program”** means DNR’s State of Missouri Direct Loan Program created in cooperation with the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

**“Clean Water SRF Leveraged Loan Program”** means the Missouri Leveraged State Clean Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

**“Code”** means the Internal Revenue Code of 1986, as amended.

III. A-77.

**“Compliance Procedure”** means this State Revolving Funds Programs Tax Compliance Procedure.

**“Cost”** or **“Costs”** means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Financed Facility or costs of issuing Tax-Exempt Bonds for a Financed Facility.

**“DNR”** means the Missouri Department of Natural Resources, a department of the State of Missouri.

**“Drinking Water Commission”** means the Safe Drinking Water Commission of the State of Missouri.

**“Drinking Water Loan”** means a loan made to a Drinking Water Participant pursuant to the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

**“Drinking Water Participant”** means a Missouri governmental entity or nonprofit corporation that participates in the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

**“Drinking Water SRF Direct Loan Program”** means DNR’s State of Missouri Direct Loan Program created in cooperation with the Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

**“Drinking Water SRF Leveraged Loan Program”** means the Missouri Leveraged State Drinking Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Safe Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

**“Final Written Allocation”** means the Final Written Allocation of Tax-Exempt Bond proceeds pursuant to **Section 7.4** or of Participant Loan proceeds pursuant to **Section 5.3**.

**“Financed Facility”** means that part of a Project Facility treated as financed with proceeds of a Participant Loan as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Trustee, the Authority or the Participant, as the case may be, and the Tax Compliance Agreement for the Tax-Exempt Bonds.

**“Intent Resolution”** means a resolution of the Authority or the Participant stating (1) the intent of the Authority or the Participant to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing, and (3) the intent of the Authority or Participant to reimburse Costs of the Project Facility paid by the Authority or the Participant from proceeds of a Tax-Exempt Bond.

**“IRS”** means the Internal Revenue Service.

**“Participant”** means a Clean Water Participant or a Drinking Water Participant.

**“Participant Annual Compliance Checklist”** means a questionnaire and/or checklist described in **Section 5.4** and in the form attached as **Exhibit C**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, which is completed each year by a Participant.

**“Participant Bond Compliance Officer”** means the individual officer or employee of the Participant named as the primary individual responsible for post-issuance tax compliance by the Participant in connection with its Participant Loan.

**“Participant Closing Certificate”** means the closing certificate executed by the Participant in connection with the closing of the Participant Loan.

**“Participant Loan”** means a Clean Water Loan or a Drinking Water Loan.

**“Placed In Service”** means the date when the Project Facility is substantially complete and in operation at substantially its design level, as determined by the Participant Bond Compliance Officer or, in the absence of appropriate action by the Participant Bond Compliance Officer, by [DNR][the Bond Compliance Officer in consultation with DNR].

**“Project Facility”** means all tangible or intangible property financed in whole or in part with proceeds of a Participant Loan that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

**“Rebate Analyst”** means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

**“Regulations”** means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

**“Requisition”** means a Clean Water Reimbursement Form or Drinking Water Reimbursement Form, submitted by a Participant and approved by DNR for each disbursement of Participant Loan proceeds.

**“State Revolving Funds Programs”** means, collectively, the Clean Water SRF Direct Loan Program, the Clean Water SRF Leveraged Loan Program, the Drinking Water SRF Direct Loan Program and the Drinking Water SRF Leveraged Loan Program.

**“Tax Compliance Agreement”** means a Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Authority or the Participant (including Article V or similar article of a Purchase Agreement between the Participant and DNR or Exhibit to a Participant Closing Certificate), setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

**“Tax-Exempt Bonds”** means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Authority, the proceeds of which are to be loaned or otherwise made available to DNR to finance Participant Loans, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of July 1, 2013, is attached as **Exhibit A**.

**“Tax-Exempt Bond File”** means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
- (b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)



- (c) For each Participant Loan, a Final Written Allocation and/or all available accounting records related to the Financed Facility showing expenditures allocated to the proceeds of the Participant Loan and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
  - (1) bid solicitation, bid responses, certificate of broker;
  - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
  - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement and Participant's Tax Compliance Agreement involving the use of the Financed Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)
- (k) All completed Authority Annual Compliance Checklists and Participant Annual Compliance Checklists and any other questionnaires or correspondence substantiating compliance with the post-issuance tax requirements.
- (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

“Trustee” means the corporate trustee named in a trust indenture or other similar document included in the Bond Transcript for the Tax-Exempt Bonds or the “Paying Agent” within the meaning of the documents executed by a Participant, DNR and the Paying Agent in connection with a Participant Loan made under the Clean Water SRF Direct Loan Program or the Drinking Water SRF Direct Loan Program.

## ARTICLE II

### PURPOSE AND SCOPE

#### Section 2.1. Purpose of Compliance Procedure.

(a) Authority's Use of Tax-Exempt Bonds. The Authority issues Tax-Exempt Bonds and funds Participant Loans or makes the proceeds available to DNR to fund, or reimburse DNR for funding of, certain Participant Loans, the proceeds of which finance Costs of a Project Facility. The Authority understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Financed Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment,

use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Authority recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Authority Commitment. The Authority is committed to full compliance with the federal tax law requirements for all of its outstanding and future issues of Tax-Exempt Bonds. This Compliance Procedure is adopted by the Authority to comply with IRS directives and to improve federal tax law compliance and documentation. Because each Participant is primarily responsible for the expenditure and investment of proceeds of its Participant Loan and the use of its Project Facility, this Compliance Procedure provides that each Participant will assume substantially all obligations related to post-issuance compliance for its Participant Loan. The Authority will assume responsibility for annually monitoring each Participant's compliance with the post-issuance tax requirements through use of the Participant Annual Compliance Checklists. The Authority will assume responsibility for ensuring compliance with the remaining post-issuance tax requirements for all Tax-Exempt Bonds primarily consisting of compliance with the arbitrage and rebate requirements.

**Section 2.2. Scope of Compliance Procedure; Conflicts.** This Compliance Procedure applies to all Participant Loans, both currently outstanding and issued in the future, and all Tax-Exempt Bonds, both currently outstanding and issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Authority or a Participant in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Authority Annual Compliance Checklist and/or the Participant Annual Compliance Checklist.

**Section 2.3. Amendments and Publication of Compliance Procedure.** This Compliance Procedure may be amended from time-to-time by the Authority. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Authority.

### ARTICLE III

#### BOND COMPLIANCE OFFICER; TRAINING

**Section 3.1. Bond Compliance Officer Duties.** The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with the Participants through each Participant Bond Compliance Officer, DNR and the Trustee to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Participants, DNR, Bond Counsel, legal counsel to the Authority, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Authority as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

### **Section 3.2. Training.**

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Authority under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Authority.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Authority will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Authority's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

## **ARTICLE IV**

### **COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING**

**Section 4.1. Participant Loans Covered by Article IV Procedures.** This Article IV applies to all Participant Loans issued prior to the date of this Compliance Procedure that are currently outstanding.

**Section 4.2. Participant Contact.** As soon as reasonably practical the Bond Compliance Officer will send to each Participant a copy of the Participant's Tax Compliance Agreement along with a letter reminding the Participant that pursuant to the Participant's Tax Compliance Agreement the Participant is responsible for post-issuance tax compliance related to record keeping, use of Participant Loan proceeds, and use of the Financed Facility.

**Section 4.3. Annual Certification From Each Participant.** As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Participant to confirm annually in writing its compliance with the terms of the Participant's Closing Certificate for the Participant Loan through use of a Participant Annual Compliance Checklist. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant and will retain the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

**Section 4.4. Correcting Prior Deficiencies in Compliance.** If a Participant informs the Bond Compliance Officer of a deficiency in compliance with Participant's Tax Compliance Agreement for an outstanding Participant Loan allocable to an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary or appropriate, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Director of the Authority and obtaining the approval of the Director and/or the Authority, as deemed appropriate.

III . H 82.

## ARTICLE V

### COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

**Section 5.1. Application.** This Article V applies to Participant Loans made on or after the date of this Compliance Procedure.

**Section 5.2. Prior to Issuance of Participant Loan.**

(a) Intent Resolution. Prior to or as a part of the Participant Loan authorization process, the Participant may adopt an Intent Resolution. The Authority expects that Participants will usually adopt an Intent Resolution as part of their election call proceedings.

(b) Participant's Tax Compliance Agreement. For each Participant Loan, a Participant's Tax Compliance Agreement, including covenants related to the Participant's compliance with the post-issuance tax requirements, will be signed by the Participant Bond Compliance Officer or other duly authorized officer of the Participant. The Participant's Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Facility, (2) for new money financings, require the Participant to complete a Final Written Allocation, and (3) contain a form of the Participant Annual Compliance Checklist for the Participant Loan. The Participant Bond Compliance Officer is expected to confer with the Bond Compliance Officer and Bond Counsel or local bond counsel to the Participant regarding the meaning and scope of each representation and covenant contained in the Participant's Tax Compliance Agreement.

(c) Participant Loans; Preliminary Cost Allocations. The Participant Bond Compliance Officer in consultation with DNR, will prepare a preliminary cost allocation plan for the Project Facility to be funded from proceeds of a Participant Loan. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Participant Loan and the portions, if any, expected to be financed from other sources.

**Section 5.3. Final Written Allocation of Participant Loan Proceeds.** The Participant's Tax Compliance Agreement will include the Participant's agreement that its file of all Requisitions and supporting invoices provided to DNR with respect to the use of Participant Loan proceeds constitutes the Participant's Final Written Allocation of the application of proceeds of the Participant Loan to the Financed Facility. In addition, the Bond Compliance Officer may access DNR's compilation of Requisitions and supporting invoices to document the Participant's Final Written Allocation absent receipt of documentation from the Participant. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised written reimbursement allocation to DNR if the revised allocation is accompanied by an Opinion of Bond Counsel. However, no revised reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was Placed In Service, unless an Opinion of Bond Counsel is delivered to DNR and the Authority. For Participant Loans issued only to refund a prior Participant Loan, the Participant Bond Compliance Officer will work with the Bond Compliance Officer or Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Participant Loan and include it as an attachment to the Participant's Tax Compliance Agreement or in the Tax-Exempt Bond File.

**Section 5.4. Participant Annual Compliance Checklists; Reviews.**

(a) Participant Annual Compliance Checklists. The Participant Bond Compliance Officer will be responsible for assembling and maintaining the information necessary to accurately complete the Participant Annual Compliance Checklist. Each Participant Bond Compliance Officer will be required to

provide a completed Participant Annual Compliance Checklist, together with any supporting documentation, to the Director, Financial Assistance Center of DNR (and subsequently forwarded by the Director to the Bond Compliance Officer) or directly to the Authority.

(b) Review of Participant Annual Compliance Checklist. Each Participant Annual Compliance Checklist will be reviewed by legal counsel to the Participant or the Participant's local bond counsel for sufficiency and compliance with the Participant's Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Participant Bond Compliance Officer will execute the Participant's Annual Compliance Checklist.

## ARTICLE VI

### COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

**Section 6.1. Tax-Exempt Bonds Covered by Article VI Procedures.** This Article VI applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

**Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists.** As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**. As soon as practical, the Bond Compliance Officer will complete an Authority Annual Compliance Checklist for each outstanding Tax-Exempt Bond issue. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant. The Bond Compliance Officer will retain the completed Participant Annual Compliance Checklist and Authority Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

**Section 6.3. Correcting Prior Deficiencies in Compliance.** In the event of a deficiency in compliance with the Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Authority and obtaining its approval.

## ARTICLE VII

### COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

**Section 7.1. Application.** This Article VII applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

**Section 7.2. Prior to Issuance of Tax-Exempt Bonds.**

(a) Intent Resolution. The Authority will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution, the Authority may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements

of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Authority's costs and expenses incurred to implement this Compliance Procedure. To the extent the Authority relies on or acts at the direction of the Participant, the Tax Compliance Agreement will contain appropriate provision for Authority indemnification by the Participant.

(c) Tax Compliance Agreement. For each Tax-Exempt Bond, the Authority will enter into a Tax Compliance Agreement including covenants related to compliance with the post-issuance tax requirements that will be signed by the Bond Compliance Officer or other duly authorized officer of the Authority. The Tax Compliance Agreement will (1) identify the Participant Loans being financed with proceeds of the Tax-Exempt Bond, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, assure each Participant is required to complete a Final Written Allocation, and (4) contain a form of the Authority Annual Compliance Checklist. The Bond Compliance Officer will review the Authority's Tax Compliance Agreement and, if deemed appropriate, confer with Bond Counsel and the Authority's counsel regarding the meaning and scope of each representation and covenant contained in the Authority's Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each Tax-Exempt Bond issuance, the Bond Compliance Officer will assure a preliminary cost allocation plan is prepared. The preliminary cost allocation plan will identify the Participant Loans or portions thereof to be financed with proceeds of the Tax-Exempt Bonds and the portions of the Participant Loans, if any, expected to be financed from other sources together with the proceeds expected to be used to finance costs of issuing or credit enhancement for the Tax-Exempt Bonds, including funding any reserve funds.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Authority Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

**Section 7.3. Accounting and Recordkeeping.** The Bond Compliance Officer will assure the accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds is accomplished. The Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of Tax-Exempt Bonds. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

**Section 7.4. Final Allocation of Bond Proceeds.**

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer will assure a written allocation of Tax-Exempt Bond proceeds to Participant Loans and other expenditures is prepared. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Participant Loan proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facilities

have been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Participant Bond Compliance Officer will work with the Participants and Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money to Participant Loans and other expenditures. If no special allocation is required or recommended, the Bond Compliance Officer will allocate proceeds of the Tax-Exempt Bonds in accordance with the Authority's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to fund Participant Loans, (2) the percentage of each Participant Loan financed with proceeds of the Tax-Exempt Bonds and (3) any special procedures to be followed in completing the Authority Annual Compliance Checklist.

(c) Finalize Authority Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Authority Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Authority Annual Compliance Checklist.

(d) Review of Final Written Allocation and Authority Annual Compliance Checklist. Each Final Written Allocation and Authority Annual Compliance Checklist will be reviewed by legal counsel to the Authority or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

## ARTICLE VIII

### ONGOING MONITORING PROCEDURES

**Section 8.1. Annual Compliance Checklists.** Participant Annual Compliance Checklists and the Authority Annual Compliance Checklist are to be completed annually. Each Participant Annual Compliance Checklist and Authority Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Participant's Tax Compliance Agreement, the Authority's Tax Compliance Agreement and this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Financed Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Authority and Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 6.3** to remediate the non-compliance.

**Section 8.2. Arbitrage and Rebate Compliance.** The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and cause the Trustee to provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE AUTHORITY  
July 25, 2013

**EXHIBIT A TO  
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**LIST OF TAX-EXEMPT BONDS  
COVERED BY THIS COMPLIANCE PROCEDURE**

(as of April 1, 2020)

<b>Series</b>	<b>Dated Issued</b>	<b>Final Maturity Date</b>	<b>Original Principal Amount</b>	<b>Description</b>
1999B	12/2/1999	7/1/2020	13,870,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2000A	4/12/2000	7/1/2021	52,640,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2000B	11/21/2000	7/1/2021	41,485,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2001A	4/18/2001	1/1/2022	13,930,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2001C	11/20/2001	7/1/2023	112,280,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2002A	5/8/2002	1/1/2023	29,545,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2002B	11/7/2002	7/1/2023	103,065,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2003A	1/30/2003	1/1/2024	88,915,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2003B	4/9/2003	1/1/2025	39,940,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust)
2003C	11/20/2003	7/1/2025	27,895,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2004A	3/23/2004	7/1/2021	77,625,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2004B	5/28/2004	1/1/2027	179,780,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2004C	12/9/2004	1/1/2026	39,895,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)



Series	Dated Issued	Final Maturity Date	Original Principal Amount	Description
2005A	5/19/2005	7/1/2026	53,060,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2005C	11/30/2005	7/1/2027	85,210,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2006A	4/27/2006	7/1/2027	87,505,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2006B	11/16/2006	7/1/2027	22,105,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2007A	5/1/2007	1/1/2028	57,430,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2007B	11/15/2007	1/1/2029	56,720,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2008A	10/30/2008	1/1/2029	69,435,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2010A	2/17/2010	1/1/2024	205,420,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2010B	11/17/2010	7/1/2030	65,920,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2011A	11/30/2011	1/1/2025	106,830,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2013A	11/26/2013	1/1/2027	101,535,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2015A	2/5/2015	1/1/2036	29,935,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2015B	12/22/2015	7/1/2030	136,105,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2018A	10/18/2018	7/1/2038	31,610,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2020A	3/18/2020	1/1/2024	74,110,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

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**EXHIBIT B TO  
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST  
(AUTHORITY)**

<b>Name of tax-exempt bonds ("Bonds"):</b>	_____
<b>Issue Date of Bonds:</b>	_____
<b>Name of Bond Compliance Officer:</b>	_____
<b>Period covered by request ("Annual Period"):</b>	_____

Item	Question	Response
1 <b>Receipt of Participant Annual Compliance Checklists</b>	Has the Bond Compliance Officer received a completed Participant Annual Compliance Checklist from each Participant for the above referenced Tax-Exempt Bond issue for the Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If the Bond Compliance Officer has not received a completed Participant Annual Compliance Checklist from a Participant, contact the applicable Participant and obtain a completed Participant Annual Compliance Checklist, review the Participant Annual Compliance Checklist for any responses which may raise a question regarding compliance with the Post-Issuance Tax Requirements and include a copy of the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File.</p> <p>If a response from any Participant raises a question regarding compliance with the Post-Issuance Tax Requirements, contact the Authority's legal counsel or Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	
2 <b>Participant Final Written Allocation</b>	For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If "Yes", include a copy of the final Participant Requisition in the Tax-Exempt Bond File.</p> <p>If "No", contact DNR and the applicable Participant Bond Compliance Officer to prepare a Final Written Allocation for the Participant's Project and include a copy of the final Participant Requisition in the Tax-Exempt Bond File.</p>	
3 <b>Arbitrage &amp; Rebate</b>	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

**Bond Compliance Officer:** \_\_\_\_\_  
**Date Completed:** \_\_\_\_\_

III . H . 89 .

**EXHIBIT C TO  
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST  
(PARTICIPANT)**

<b>Name of Participant:</b>	
<b>Name of bonds ("Bonds") financing the Financed Assets:</b>	
<b>Financed Assets:</b> [NOTE: insert Project as defined in Purchase Agreement unless modified during construction]	
<b>Issue Date of Bonds:</b>	
<b>Placed in service date of the Financed Assets:</b>	
<b>Name of Participant Bond Compliance Officer:</b>	
<b>Period covered by request ("Annual Period"):</b>	

Item	Question	Response
<b>1 Ownership</b>	Were all of the Financed Assets owned by the Participant during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>2 Leases and Other Rights to Possession</b>	During the Annual Period, were any of the Financed Assets or any part of a Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Participant entered into an agreement permitting a cell phone tower on a Bond-financed facility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
<b>3</b> <b>Management</b> <b>or Service</b> <b>Agreements</b>	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Assets? (for example, does a private entity operate the System on behalf of the Participant)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4</b> <b>Other Use</b>	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Asset (e.g., has the Participant entered into a take or pay contract or similar agreement related to output from the Financed Assets)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Participant Bond Compliance Officer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

III H.91.

GILMORE & BELL, P.C.  
DRAFT - ~~APRIL 30~~ MAY 12, 2020  
FOR DISCUSSION PURPOSES ONLY

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TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

NOT TO EXCEED \$27,240,000

CITY OF ROLLA, MISSOURI

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS  
(STATE OF MISSOURI - DIRECT LOAN PROGRAM)  
SERIES 2020

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Legal Opinion:

Bryan Cave Leighton Paisner LLP  
Kansas City, Missouri

III 4.92

NOT TO EXCEED \$27,240,000

CITY OF ROLLA, MISSOURI

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2020

CLOSING: MAY 28, 2020

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CLOSING LIST

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Document  
No.

1. Bond Ordinance.
2. Purchase Agreement.
3. Escrow Trust Agreement.
4. Specimen Bond.
5. A. Minutes of August 6, 2018 Meeting of the City Council showing adoption of an ordinance calling a special bond election.  
B. Agenda of Meeting.
6. Ordinance calling a special bond election.
7. A. Official Ballot.  
B. Certification of Election Results.  
C. Affidavit of Publication.
8. A. Minutes of December 3, 2018 Meeting of the City Council showing the adoption of a motion accepting the results of the special bond election.  
B. Agenda of Meeting.
9. A. Excerpt of Minutes of May 4, 2020 Meeting of the City Council showing first reading of the Bond Ordinance.  
B. Agenda of Meeting.
- 9-10. A. Excerpt of Minutes of May 18, 2020 Meeting of the City Council showing final reading and adoption of the Bond Ordinance.  
B. Certificate Regarding Notice of Meeting.  
CB. Agenda of Meeting.

III. # 93.

Document  
No.

~~10~~.11. City's Closing Certificate, with the following items attached:

Schedule 1. Application of Administrative Expense Fund Closing Deposit.  
Exhibit A. Supplemental Closing Instructions and Closing Requisition.  
Exhibit B. Sources and Uses.

~~11~~.12. Waiver of Notice of Redemption and Certificate of Receipt of Redemption Price for the Refunded Bonds.

~~12~~.13. Paying Agent's Closing Certificate.

~~13~~.14. Receipt for Bonds and Closing Certificate of DNR.

~~14~~.15. Parity Bond Certification.

~~15~~.16. Pro Forma Debt Service Schedule.

~~16~~.17. Opinion of Bond Counsel.

\* \* \* \* \*

III H. 94

CITY'S CLOSING CERTIFICATE

Not to Exceed \$27,240,000
City of Rolla, Missouri
Sewerage System Refunding and Improvement Revenue Bonds
(State of Missouri – Direct Loan Program)
Series 2020

We, the undersigned, are the duly qualified and authorized officials of the City of Rolla, Missouri (the "City"), and we hereby certify as of May 28, 2020 in connection with the issuance of the above-described bonds (the "Bonds") as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the ordinance authorizing the Bonds adopted by the governing body of the City (the "Ordinance").

2. Organization and Authority. The City is a third-class city organized and existing under the Constitution and laws of the State of Missouri. The City has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Ordinance and any and all other agreements relating thereto.

3. Transcript of Proceedings; The Ordinance. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Missouri Department of Natural Resources ("DNR"), as the purchaser of the Bonds, is to the best of our knowledge, information and belief full, correct and complete; none of such proceedings have been modified, amended or repealed; and the facts as are stated in the Transcript still exist. The copy of the Ordinance included in the Transcript (a) constitutes a full, true and correct copy of the Ordinance duly passed by the City Council of the City at a meeting duly held, after proper notice thereof, on May 18, 2020; (b) said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and (c) said Ordinance is the same as is on file in the office of the City Clerk.

4. Meetings. All meetings of the governing body of the City as shown in the Transcript were called and held as shown in the Transcript. All such meetings were open to the public and a quorum was present and acted throughout, and proper notice of all such meetings was given in the manner required by law, including Chapter 610 of the Revised Statutes of Missouri, as amended.

5. Incumbency of Officers. The following named persons were the duly qualified and acting officials of the City at all times during which such persons participated in the proceedings authorizing the Bonds as shown in the Transcript:

Table with 4 columns: 2018 ELECTION, CURRENT¹, Name, Title. Rows include Louis J. Magdits, IV (Mayor), Matthew Crowell (Councilmember), Louis J. Magdits, IV (Mayor), and Marie Allen (Councilmember).

¹ There is currently one vacancy on the City Council.

Handwritten signature/initials: III. H. 95.



2018 ELECTION

CURRENT<sup>1</sup>

<u>Name</u>	<u>Title</u>	<u>Name</u>	<u>Title</u>
Jody Eberly	Councilmember	<del>Matthew Crowell</del>	Councilmember
Tiffany Henry	Councilmember	<del>Carrolyn Bolin</del>	Councilmember
Jonathan Hines	Councilmember	<del>Jody Eberly Matthew Crowell</del>	Councilmember
Daniel Jones	Councilmember	<del>Tiffany Henry Jody Eberly</del>	Councilmember
Steven Jung	Councilmember	<del>Daniel Jones Monty Jordan</del>	Councilmember
John K. Meusch	Councilmember	John K. Meusch	Councilmember
Ann Murphey	Councilmember	Ann Murphey	Councilmember
Jacob Rohter	Councilmember	Jacob Rohter	Councilmember
David Schott	Councilmember	Christine Ruder	Councilmember
Jim Williams	Councilmember	Rachel Schneider	Councilmember
Brian Woolley	Councilmember	David Schott	Councilmember
John Butz	City Administrator	<del>Jim Williams</del>	<del>Councilmember</del>
Carol Daniels	City Clerk	John Butz	City Administrator
		Carol Daniels	City Clerk

6. **Execution of Bonds.** The Bonds in the maximum principal amount of \$27,240,000, consisting of one fully-registered bond in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, have been duly signed and executed by the manual signatures of the Mayor and the City Clerk as the duly qualified, constituted and authorized officials of the City. On the date of the Bonds, and on the date when the Bonds were executed, such officials were and at the date hereof are the officials indicated by their signatures on the Bonds and on this Certificate, respectively. The signatures of such officials on the Bonds are their true and genuine signatures, and the seal affixed or imprinted on the Bonds was and is the duly authorized seal of the City and was affixed or imprinted on the Bonds by the authority and direction of the governing body of the City, and is the seal affixed or imprinted on this Certificate.

7. **Outstanding Revenue Obligations.** As of the date hereof, the City does not have outstanding any bonds or other obligations payable out of the Net Revenues derived from the operation of the System other than the Bonds, the Outstanding Parity Bonds, the Refunded Bonds being redeemed with the proceeds of the Bonds and the City's Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2012B. No event has occurred and is continuing which, with the passage of time or the giving of notice, would constitute a breach of or an event of default under the Ordinance or the Outstanding Parity Bond Ordinance.

8. **Sale of Bonds.** The Bonds have been sold on a negotiated basis at a rate not exceeding 10% per annum, and at a price of 100% of the par value thereof, in compliance with the requirements of Section 108.170 of the Revised Statutes of Missouri, as amended.

9. **Execution of Documents.** The following documents (the "City Documents") have been executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance; the copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City and are in substantially the same form and text as the copies of the City Documents that were before the governing body of the City and approved by the Ordinance; and the City Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof:

(a) Purchase Agreement dated as of May 1, 2020 (the "Purchase Agreement"), between the City and the Missouri Department of Natural Resources ("DNR"); and

(b) Escrow Trust Agreement dated as of May 1, 2020 (the "Escrow Agreement"), between UMB Bank, N.A., as Paying Agent (the "Paying Agent") under the Ordinance, and the City.

**10. Representations and Warranties Required by the Purchase Agreement.** The City has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Purchase Agreement and each of the City's representations and warranties contained in the Purchase Agreement are true as of the date hereof.

**11. No Litigation.** There is no litigation, suit or other proceeding of any kind pending, or to our knowledge, after due investigation, threatened, (a) that is seeking to restrain or enjoin the issuance or delivery of the Bonds; (b) that is contesting, disputing or affecting in any way (1) the legal organization of the City or its boundaries, (2) the right or title of any of its officers to their respective offices, (3) the legality of any of its official acts shown to have been done in the Transcript, (4) the constitutionality or validity of the Bonds or the obligations represented by the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (5) the legality, validity or enforceability of the Ordinance or the City Documents, or (6) the imposition and collection of rates, fees or charges to pay the principal of and interest on the Bonds; or (c) that could have a material adverse effect on the financial condition or operations of the City or its ability to make payments on the Bonds or to perform its agreements and obligations under the Ordinance or any of the City Documents.

**12. Request to Authenticate and Deliver Bonds.** The Paying Agent is hereby requested and authorized pursuant to the Ordinance, to authenticate the Bonds in the maximum principal amount of \$27,240,000 in authorized denominations under the Ordinance and registered in such names as shall be specified by DNR, and to deliver the Bonds to DNR upon payment for the account of the City of the initial Purchase Price Installment for the Bonds.

**13. Receipt for Purchase Price; Initial Deposits.**

(a) The City received on the date hereof from DNR the initial Purchase Price Installment of the Bonds in the amount of \$1,752,660.00.

(b) The Paying Agent is authorized and directed to deposit and apply such sum into the Funds established under the Escrow Agreement as follows:

(i) \$219,440.00 into the Administrative Expense Fund (for application as set forth in the attached Schedule I); and

(ii) \$1,533,220.00, the balance of the initial Purchase Price Installment, into the Construction Fund.

(c) The City has elected to redeem the Refunded Bonds on May 28, 2020, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption. The City will cause the redemption of the Refunded Bonds in accordance with the Supplemental Instruction Letter attached hereto as Exhibit A.

**14. Refunding Portion of the Bonds.** For purposes of the Refunding Law, the Refunding Portion of the Bonds is \$1,533,220.00 (the principal amount of the Refunded Bonds to be refunded with the proceeds of the Bonds (\$1,520,000.00), plus accrued interest to the redemption date (\$13,220.00)).

**15. Project Portion of the Bonds.** The Project Portion of the Bonds is an amount not to exceed \$25,706,780.00.

**16. Parity Bonds.** The Bonds are issued on a parity with the Outstanding Parity Bonds.

**17. M.A.P. Filing Authorization.** The City hereby authorizes Gilmore & Bell, P.C., to file the information required by Section 37.850 of the Revised Statutes of Missouri, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the City has caused this Certificate to be signed by its duly authorized officers or signatories as of the day and year first above written.

Signature

Official Title

\_\_\_\_\_

Mayor

(SEAL)

\_\_\_\_\_

City Clerk

[Rolla - Closing Certificate]

III 4.99.

SCHEDULE 1 TO CITY'S CLOSING CERTIFICATE

APPLICATION OF ADMINISTRATIVE EXPENSE FUND CLOSING DEPOSIT

<u>Description</u>	<u>Payee</u>	<u>Amount</u>
Master Trust Bonds Expense	DNR (per Escrow Agreement)	\$163,440.00
Local Bond Counsel Fee and Exp.	Bryan Cave Leighton Paisner LLP	22,500.00
Local Financial Advisor Fee	Piper Sandler & Co.	25,000.00
DNR Program Counsel Fee and Exp.	Gilmore & Bell, P.C.	7,500.00
Paying Agent Acceptance Fee	UMB Bank, N.A.	<u>1,000.00</u>
Total		<u>\$219,440.00</u>

EXHIBIT A TO CITY'S CLOSING CERTIFICATE

SUPPLEMENTAL INSTRUCTION LETTER

CITY OF ROLLA, MISSOURI  
SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2020

On May 28, 2020, UMB Bank, N.A., as paying agent and escrow agent (the "Paying Agent"), under the Escrow Trust Agreement dated as of May 1, 2020 (the "Escrow Agreement"), between the Paying Agent and the City of Rolla, Missouri (the "City"), shall transfer in immediately available funds from amounts on deposit in the Construction Fund the sum of \$1,533,220.00 to Town & Country Bank, the owner of the Refunded Bonds, as follows:

~~\*\*\*WIRE INSTRUCTIONS HAVE BEEN REQUESTED\*\*~~

First Horizon Bank  
165 Madison Avenue  
Memphis, TN 38103  
ABA No. 084000026  
For Further Credit:  
Town & Country Bank  
Account No. 000013781

\* \* \*

EXHIBIT B TO CITY'S CLOSING CERTIFICATE  
SOURCES AND USES

CITY OF ROLLA, MISSOURI  
SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS  
(STATE OF MISSOURI - DIRECT LOAN PROGRAM)  
SERIES 2020

The following is a summary of the anticipated sources and uses of funds in connection with the issuance of the Bonds:

*Sources of Funds:*

Proceeds of the Bonds (not to exceed amount).....	\$27,240,000.00
Other Available Moneys .....	<u>500,000.00</u>
Total sources of funds.....	<u>\$27,740,000.00</u>

*Uses of Funds:*

Deposit to the Administrative Expense Fund.....	\$ 219,440.00
Redemption of Refunded Bonds - Principal .....	1,520,000.00
Redemption of Refunded Bond - Accrued Interest through May 28, 2020.....	13,220.00
Other Eligible Project Costs.....	<u>25,987,340.00</u>
Total uses of funds.....	<u>\$27,740,000.00</u>

\* \* \*

**WAIVER OF NOTICE OF REDEMPTION AND CERTIFICATE OF RECEIPT OF  
REDEMPTION PRICE FOR THE REFUNDED BONDS**

May 28, 2020

Mayor and City Council  
City of Rolla, Missouri

Re: City of Rolla, Missouri – Sewerage System Revenue Bonds, Series 2019

Ladies and Gentlemen:

The undersigned is the sole registered owner of the Sewerage System Revenue Bonds, Series 2019, dated May 13, 2019, in the original principal amount of \$1,520,000 (the "Refunded Bonds"), issued by the City of Rolla, Missouri (the "City") pursuant to Ordinance No. 4486 passed by the City Council on May 6, 2019 (the "Refunded Bond Ordinance").

The undersigned hereby waives notice of redemption of the Refunded Bonds and certifies that as of this date has received funds sufficient to pay when due on May 28, 2020 (the redemption date of the Refunded Bonds), all remaining unpaid principal of the Refunded Bond together with interest thereon as follows:

Principal Amount of Refunded Bond:	\$1,520,000.00
Interest on Refunded Bonds to May 28, 2020:	<u>13,220.00</u>
TOTAL	<u>\$1,533,220.00</u>

The undersigned further certifies that the above listed funds will be used solely for the purposes hereinabove described and that the Refunded Bonds are hereby paid, cancelled and retired and are no longer an obligation of the City.

**TOWN & COUNTRY BANK**

By \_\_\_\_\_  
Title: Authorized Representative

III. H. 103



May 28, 2020

Mayor and City Council  
City of Rolla, Missouri

Missouri Department of Natural Resources  
Jefferson City, Missouri

Re: Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020 of the City of Rolla, Missouri

Ladies and Gentlemen:

We have acted as bond counsel to the City of Rolla, Missouri (the “City”), in connection with the issuance of the above-captioned bonds in the maximum principal amount of \$27,240,000 (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds are issued pursuant to an Ordinance adopted by the governing body of the City (the “Ordinance”). Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Ordinance.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The City is validly existing as a political subdivision of the State of Missouri (the “State”) with the power to adopt the Ordinance, perform the agreements on its part contained therein, and issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding special obligations of the City.
3. The Bonds are payable solely from the Net Revenues of the System. The Bonds do not constitute general obligations of the City and do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction. The taxing power of the City is not pledged to the payment of the Bonds.
4. The Ordinance has been duly adopted by the governing body of the City and constitutes a valid and legally binding obligation of the City enforceable against the City. The Ordinance creates a valid lien on the Net Revenues pledged by the Ordinance for the security of the Bonds on a parity with other

III A. 104

bonds, if any, issued or to be issued as Parity Bonds under the Ordinance. The Bonds are issued on parity with the Outstanding Parity Bonds.

5. The Purchase Agreement and the Escrow Agreement have been duly authorized, executed and delivered by the City and are valid and legally binding agreements of the City, enforceable against the City in accordance with their respective terms.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Bonds. Further, we express no opinion regarding the perfection or priority of the lien on the Net Revenues pledged under the Ordinance or tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Ordinance, the Purchase Agreement and the Escrow Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

III. A. 105

**RECEIPT FOR BONDS AND CLOSING CERTIFICATE**

**City of Rolla, Missouri  
Sewerage System Refunding and Improvement Revenue Bonds  
(State of Missouri – Direct Loan Program)  
Series 2020**

I, the undersigned, hereby certify that I am a duly appointed and authorized officer of the Missouri Department of Natural Resources (“DNR”), and as such I am familiar with the books and records of DNR. In connection with the purchase by DNR of the above-referenced bonds (the “Bonds”) of the City of Rolla, Missouri (the “City”) pursuant to the Purchase Agreement (the “Purchase Agreement”) between the City and DNR, I hereby further certify, as of the Closing Date (as defined in the Purchase Agreement), as follows:

**1. Receipt for Bonds.** DNR has received the Bonds, consisting of one fully-registered Bond numbered R-1 in the maximum principal amount set forth on the Bond. The Bonds have been signed by the duly authorized officers of the City, with the City’s official seal affixed or imprinted thereon, and have been authenticated by the manual signature of an authorized officer or signatory of UMB Bank, N.A., as Paying Agent.

**2. Execution of Purchase Agreement.** The Purchase Agreement has been duly executed and delivered in the name and on behalf of DNR by the undersigned. The Purchase Agreement has not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

**3. Satisfaction of Purchase Agreement Requirements.** DNR has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to DNR pursuant to the Purchase Agreement prior to or on the date of the delivery of the Bonds (except to the extent DNR has waived or consented to modification of certain provisions thereof), and the City has in all respects complied with and satisfied all of its obligations to DNR that are required under the Purchase Agreement to be complied with and satisfied on or before the date hereof.

**MISSOURI DEPARTMENT  
OF NATURAL RESOURCES**

By: \_\_\_\_\_  
Title: Authorized Officer

III H-106

**PAYING AGENT'S CLOSING CERTIFICATE**

**Not to Exceed \$27,240,000  
City of Rolla, Missouri  
Sewerage System Refunding and Improvement Revenue Bonds  
(State of Missouri -- Direct Loan Program)  
Series 2020**

The undersigned, UMB Bank, N.A. (the "Paying Agent"), as escrow agent and paying agent under the Escrow Trust Agreement (the "Escrow Agreement"), entered into between the Paying Agent and the City of Rolla, Missouri (the "City"), in connection with the issuance of the above-referenced bonds (the "Bonds") pursuant to the ordinance authorizing the Bonds adopted by the governing body of the City (the "Ordinance"), does hereby certify as of the Closing Date (as defined in the Purchase Agreement between the City and the Missouri Department of Natural Resources) as follows:

**1. Power and Authority of Paying Agent.** The Paying Agent is a national banking association with trust powers, duly organized, validly existing and in good standing under the laws of the United States of America. The Paying Agent is authorized and empowered to execute and deliver the Escrow Agreement and has full power and authority to act as escrow agent and paying agent as provided in the Escrow Agreement. The Paying Agent accepts the appointment as the escrow agent and paying agent by the City and hereby accepts the duties and obligations imposed upon it by the Ordinance and the Escrow Agreement.

**2. Authentication of Bonds.** Pursuant to and in accordance with the provisions of the Ordinance, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds so delivered was signed on behalf of the Paying Agent by a duly elected or appointed, qualified and acting officer or signatory of the Paying Agent, duly authorized to perform the acts referred to in this paragraph.

**3. Execution of Escrow Agreement.** The Escrow Agreement has been duly executed on behalf of the Paying Agent by its duly authorized officer, and said person was at the time of the execution of the Escrow Agreement, and is now, the duly elected or appointed, qualified and acting incumbent of his or her respective office, and duly authorized to perform the acts referred to in this paragraph.

**4. Receipt of Documents.** The Paying Agent hereby acknowledges receipt of the documents referred to in Section 3.1 of the Purchase Agreement that are required thereby to be filed with the Paying Agent prior to or simultaneously with the delivery of the Bonds to the purchaser thereof.

**UMB BANK, N.A., as Paying Agent**

By: \_\_\_\_\_  
Title: Vice President

III. H. 107.

**EXCERPT OF MINUTES OF MEETING**

The City Council of the City of Rolla, Missouri, met on May 18<sup>th</sup>, 2020, at 6:30 p.m., at City Hall, 901 North Elm Street, in Rolla, Missouri, and the following officials were present or absent as indicated:

<u>Name</u>	<u>Title</u>	<u>Present/Absent</u>
Louis J. Magdits, IV	Mayor	_____
Marie Allen	Councilmember	_____
<del>Carrolyn Bolin</del>	<del>Councilmember</del>	_____
Matthew Crowell	Councilmember	_____
Jody Eberly	Councilmember	_____
<del>Tiffany Henry</del> <del>Monty Jordan</del>	Councilmember	_____
<del>Daniel Jones</del>	<del>Councilmember</del>	_____
John K. Meusch	Councilmember	_____
Ann Murphey	Councilmember	_____
Jacob Rohter	Councilmember	_____
Christine Ruder	Councilmember	_____
Rachel Schneider	Councilmember	_____
David Schott	Councilmember	_____
<del>Jim Williams</del>	<del>Councilmember</del>	_____
John Butz	City Administrator	_____
Carol Daniels	City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \*

(Other Proceedings)

The matter of authorizing the issuance and delivery of Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020, of the City came on for consideration and was discussed.

Thereupon, the Mayor introduced an ordinance entitled as follows:

III. A.108

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$27,240,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2020 OF THE CITY OF ROLLA, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY’S SEWERAGE SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT; AND PRESCRIBING OTHER RELATED MATTERS.

The City Clerk reported that copies of the proposed ordinance had been made available for public inspection prior to the time the ordinance was introduced and under consideration by the City Council.

On motion duly made and seconded, the ordinance was placed on its first reading and was read by title, considered and discussed, and, thereupon, was duly passed.

\*\*\*\*\*

(Other Proceedings)

\*\*\*\*\*

[Remainder of Page Intentionally Left Blank]

There being no further business to come before the meeting at this time, upon motion duly made, seconded and carried, the meeting was adjourned.

(Seal)

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

**EXCERPT OF MINUTES OF MEETING**

The City Council of the City of Rolla, Missouri, met on May 18, 2020, at 6:30 p.m., at City Hall, 901 North Elm Street, in Rolla, Missouri, and the following officials were present or absent as indicated:

<u>Name</u>	<u>Title</u>	<u>Present/Absent</u>
<u>Louis J. Magdits, IV</u>	<u>Mayor</u>	<u>_____</u>
<u>Marie Allen</u>	<u>Councilmember</u>	<u>_____</u>
<u>Carrolyn Bolin</u>	<u>Councilmember</u>	<u>_____</u>
<u>Matthew Crowell</u>	<u>Councilmember</u>	<u>_____</u>
<u>Jody Eberly</u>	<u>Councilmember</u>	<u>_____</u>
<u>Monty Jordan</u>	<u>Councilmember</u>	<u>_____</u>
<u>John K. Meusch</u>	<u>Councilmember</u>	<u>_____</u>
<u>Ann Murphey</u>	<u>Councilmember</u>	<u>_____</u>
<u>Jacob Rohter</u>	<u>Councilmember</u>	<u>_____</u>
<u>Christine Ruder</u>	<u>Councilmember</u>	<u>_____</u>
<u>Rachel Schneider</u>	<u>Councilmember</u>	<u>_____</u>
<u>David Schott</u>	<u>Councilmember</u>	<u>_____</u>
<u>John Butz</u>	<u>City Administrator</u>	<u>_____</u>
<u>Carol Daniels</u>	<u>City Clerk</u>	<u>_____</u>

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \*

(Other Proceedings)

The matter of authorizing the issuance and delivery of Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri - Direct Loan Program) Series 2020, of the City came on for consideration and was discussed.

Thereupon, the Mayor introduced an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$27,240,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS (STATE OF MISSOURI - DIRECT LOAN PROGRAM) SERIES 2020 OF THE CITY OF ROLLA, MISSOURI, FOR THE

III. A. III



PURPOSE OF EXTENDING AND IMPROVING THE CITY'S SEWERAGE SYSTEM;  
PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE  
AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR  
PAYMENT; AND PRESCRIBING OTHER RELATED MATTERS.

The City Clerk reported that copies of the proposed ordinance had been made available for public inspection prior to the time the ordinance was introduced and under consideration by the City Council.

On motion duly made and seconded, the ordinance was placed on its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Abstention: \_\_\_\_\_.

Thereupon, the Mayor declared the ordinance duly passed and the ordinance was then duly numbered Ordinance No. \_\_\_\_\_, and was signed and approved by the Mayor and attested by the City Clerk.

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

*[Remainder of Page Intentionally Left Blank]*

There being no further business to come before the meeting at this time, upon motion duly made, seconded and carried, the meeting was adjourned.

(Seal)

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



