

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/UCffrfbYSQqtuhOAVkCCvieA>

COUNCIL PRAYER

Ministerial Alliance

**Rolla City Council Meeting
Monday, November 16, 2020
901 North Elm Street
City Hall Council Chambers
6:30 P.M.**

PLEDGE OF ALLEGIANCE

Councilman John Meusch

I. PUBLIC HEARINGS

None.

II. SPECIAL PRESENTATIONS

A) RMU 4th Quarter Report – Mr. Rodney Bourne, RMU General Manager

III. OLD BUSINESS

- A) **Ordinance** Approving a Cooperative Agreement with the Phelps County Collector
(City Administrator John Butz) - **Final Reading**
B) **Ordinance** Authorizing the Mayor to Enter into a Contract with MSI for RPD HVAC
(Police Chief Sean Fagan) - **Final Reading**

IV. NEW BUSINESS

- A) **Resolution** Authorizing the Execution of the Mutual Aid Agreement with Ft. Wood
(Fire Chief Ron Smith) - **Motion**
B) **Resolution** Authorizing a Grant of License with Hopper's Pub for "Frog Statue"
(City Engineer Darin Pryor) - **Motion**
C) **Ordinance** Authorizing the Mayor to Execute the City Hall Lease Purchase Agreement –
(City Administrator John Butz) – **1st/Final Reading**

V. CLAIMS and/or FISCAL TRANSACTIONS

A) **Motion** Awarding the Bid for Fire Vehicle – (Fire Chief Ron Smith) – **Motion**

VI. MAYOR/CITY COUNCIL COMMENTS

- A) Legal comments re: closed session and Sunshine Law (City Counselor Carolyn Buschjost)
B) COVID Update/Mayor's Task Force
C) Mayor's Proclamation – Small Business Saturday (November 28th)

VII. CITIZEN COMMUNICATION

A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION

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

A) Real Estate

X. ADJOURNMENT

2020

Fiscal Year 4th Quarter Report



Rolla Municipal Utilities
Provided to Rolla City Council
November 16, 2020

II.A.1.

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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

FOURTH QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

	4th Quarter FYTD 2019	4th Quarter FYTD 2020	CHANGE
OPERATING REVENUES	\$31,296,535	\$29,408,856	(\$1,887,679)
OPERATING EXPENSES	(\$30,413,152)	(\$30,199,649)	(\$213,503)
OPERATING INCOME	\$883,383	(\$790,794)	(\$1,674,177)
OTHER INCOME & EXP.	\$745,214	\$1,099,046	\$353,832
NET INCOME	\$1,628,596	\$308,252	(\$1,320,344)

Upon completion of the fourth quarter of FY 2020, Operating Revenues are down \$1,887,679 compared to last year. Operating Expenses are down \$213,503, for the same period resulting in an Operating Income of (\$790,794), which is down \$1,674,177. When combined with miscellaneous income and expenses, RMU experienced a Net income of \$308,252 which is down \$1,320,344 as compared to the fourth quarter of FY2019.



STATUS OF PENDING PROJECTS



ELECTRIC DEPARTMENT

- **ELECTRICAL EXTENSIONS/UPGRADES**

- St. Maria's Tatandra – Installed underground electric distribution system. Started July 3, 2019. Completed, October 22, 2020.
- Kingshighway – Hwy 63 to Fairgrounds Road – Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Conversion of operating voltage in the vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area. Started, November 12, 2019. Ongoing.
- Alfermann Substation – Modifications to accommodate sale of 138kV assets to Ameren. Started, July 23, 2020. Ongoing.
- 480 Silverleaf Lane – Installed underground, single phase, and primary. Started, September 8, 2020. Completed, September 9, 2020.
- Missouri Public Utility Alliance (MPUA) Mutual Aid Program – Mutual Aid requested through APPA and MPUA in response to Hurricane Laura. Four employees were sent to Alexandria, LA August 27, 2020.

- Smoothie King, 1903 North Bishop – Installed new transformer, overhead secondary and metering. Started, September 28, 2020. Completed, September 29, 2020.
- Sonic of Rolla, 109 South Bishop – Installed new underground primary conductor, transformer, and metering. Started and completed, October 2, 2020.
- City of Rolla Southeast Wastewater Treatment Plant – Installed pole, underground conductor, transformer, and metering. Started, October 6, 2020. Ongoing.

WATER DEPARTMENT

- **WATER MAIN INSTALLATION**

- Olive Street – Hwy 72 to 9th Street:
3rd Street – Olive to Oak Street
Oak Street – 2nd to 3rd Street – Replaced existing 4” and 6” mains with 8” PVC. Started, June 19, 2019. September 2019: The project is completed from 9th Street to 5th Street. The remaining will be completed in 2020. Started, June 30, 2020. Ongoing.
- Kingshighway – Replaced water main in conjunction with Move Rolla Transportation Development District improvements. Started, August 11, 2020. Ongoing.
- Well #4 – New motor starter and disconnect panels. Started, August 27, 2020. Completed, September 17, 2020.

FIBER

- RMU Communications Building – Installed fiber between RMU business office and communications building to allow for install of equipment in communications building. Started, May 7, 2020. Ongoing.
- Sale of Assets to Ameren – Reconfigured fiber connections to north end of RMU transmission assets. Started, July 10, 2020. Completed, October 14, 2020.

TRAINING/PERSONNEL

- MWWC (online) – Confined Space, Trenching and Shoring. Three attended. July 28, 2020.
Job Site Safety Review – Three attended. July 30, 2020.
- MPUA Apprentice Lineman Training Program –
 - Climbing, Bucket and Digger School (1st year) – One attended. August 3-6, 2020.
 - CT/PT, Grounding, Terminating and Splicing URD School (3rd year) – One attended. August 18-20, 2020.
 - Three Phase Transformer/Troubleshooting (4th year) – One attended. August 25-27, 2020.
- Missouri Rural Water Association (online) – American Water Infrastructure Act (AWIA)
- Four attended. September 22, 2020.
- Survalent (online) training – Annual Users Conference – Two attended. October 5-8, 2020.
- MWWC – Aging Infrastructure and upgrades; MDNR updates. Five attended. October 6, 2020.
- One employee transferred to Laborer II: August 11, 2020
- New hires – Laborer II; September 21, 2020. Engineer I; October 19, 2020.

MPUA/MoPEP UPDATES

- Butler Solar Farm is approaching seven years in service which is the buyout phase of the project.
- An Arkansas city has made a request to join the MoPEP pool. Legal technicalities developed that will potentially prevent the City from joining. Mutual beneficial options are being explored to help the power pool, the Commission, and the Arkansas city.
- The GrainBelt project is making progress on utility easements in Missouri and Kansas with eight land agents working in the area. Agreements have been mailed to around half of the property owners.
- The occurrence of the pool peak was at 490.6MW on July 8, 2020 which is earlier than normal. The peak is down from last year due to weather and Co-Vid impacts.

MISCELLANEOUS

Rolla Municipal Utilities celebrated its 75th Anniversary of operations on October 31, 2020.

CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Cooperative Agreement with Phelps County Collector's Office

BUDGET APPROPRIATION: \$33,000

DATE: 11/16/2020

COMMENTARY:

Since at least 2004 the City of Rolla and the Phelps County Collector's Office have enjoyed a formal cooperative agreement where the County Collector collects and remits City property taxes, liens and late payments at a rate of 2% of collections. The agreement has worked well as citizens only need to remit one tax bill and unpaid liens are collected with taxes paid. The agreement is updated to reflect Collector Faith Barnes and renews automatically unless terminated by either party. The City is obligated to cover attorney's fees to pursue outstanding or contested City taxes.

Recommendation: Final reading of the ordinance approving the First Amendment to the City Hall Lease Purchase.

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 COOPERATIVE AGREEMENT AMONG THE PHELPS COUNTY COLLECTOR, PHELPS COUNTY COMMISSION, AND THE CITY OF ROLLA, MISSOURI, FOR THE COLLECTION OF REAL ESTATE, PERSONAL PROPERTY TAXES, AND FEES.

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 Cooperative Agreement among the Phelps County Collector, Phelps County Commission, and the City of Rolla, Missouri, 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 16th DAY OF NOVEMBER 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III. A. 2.

COOPERATIVE AGREEMENT

Phelps County Collector, Phelps County Commission and the City of Rolla, Missouri
For the Collection of Real Estate, Personal Property Taxes, and Fees

Owed the City of Rolla

Date: November 1, 2020

THIS AGREEMENT ("Agreement") made and entered on this 1st day of November 2020, by and between Phelps County, Missouri, a county of the third classification ("County"), Faith Ann Barnes, duly elected County Collector of Phelps County, Missouri ("Collector"), and the City of Rolla, a city of the third classification ("City").

WITNESSETH:

WHEREAS, the County, Collector, and City are empowered under Article VI, Section 16 of the Missouri Constitution, and Sections 70.220, 77.370.4, 50.332, 67.451, 71.780, RSMo. and Chapter 140, RSMo., as amended, to enter into certain cooperative agreements involving the collection of real estate taxes, personal property taxes, and statutorily authorized fees located within the boundaries of said City, which is located in Phelps County, Missouri; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous for the County, Collector, and City, for the Collector to prepare and collect tax bills for the City for agreed to consideration; and

WHEREAS, the Collector has agreed to cooperate and to provide the means necessary for the collection of the City's estate taxes, personal property taxes, and statutorily authorized fees as they accrue in the County; and

WHEREAS, in consideration for said agreement, City agrees to pay to County and Collector certain consideration as set forth herein.

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

1. Collection of Taxes. The City authorizes the County, through the Office of the County Collector the power and authority to collect the real and personal property taxes of the City, and the Collector agrees to collect the City's current and delinquent real estate taxes, personal property taxes, and statutorily authorized liens and fees, commencing with the taxes levied for the year 2020.

Upon proper certification of the annual rate of the total municipal tax levied by the City, the Collector shall extend the entry and take such other steps as are necessary to include the City's real and personal property taxes upon bills issued by the County to collect any taxes as provided by law, to be issued for said year and each year thereafter until this Agreement is terminated. To the extent possible, the Collector shall use the same procedures, forms and records that are used to collect County and State Taxes. It is contemplated by this agreement and understood by the parties that the City tax shall be added to and included on the County tax statements as an additional political subdivision and additional statements, envelopes, postage or other supplies will not be required. The Collector shall collect, on behalf of the City, all moneys due and owing the City for taxable real and personal property within the boundaries of the City as described in this paragraph.

County and Collector agree to provide computer terminals, equipment, staff, and resources of the Collector's office for programming, input, and development for tax bill printing, mailing of tax bills, and collection of City real and personal property taxes. The services described in this paragraph shall be referred to herein collectively as "Tax Collection Services."

2. Tax Statement. On or before the 15th day of each month, the Collector shall deliver to the municipal official designated by the City, a detailed statement of real and personal property taxes collected during the preceding calendar month and pay to the City said taxes, less the consideration described in this Agreement to County and Collector, except for the month of January in which the Collector shall take all actions described in this paragraph as soon as reasonably practical.

3. Consideration. In consideration of the Tax Collection Services, the City agrees that the County shall retain as payment from City tax collections the following amounts:

a. From the current and the delinquent taxes, a commission of two percent (2%) of the amount of taxes, interest and penalties (the "Tax Commission Amount") collected by the County, through the Collector, on behalf of the City, as compensation for the services provided by the County as described in this Agreement, to be distributed as follows:

i. County. From the Tax Commission Amount, the County shall retain one percent (1%) from the current and delinquent Tax Commission Amount.

ii. Collector. From the Tax Commission Amount, the Collector shall retain one percent (1%) from the current and delinquent Tax Commission Amount.

b. From the current and the delinquent Tax Commission Amount, the County shall deduct from the collections of City taxes as set forth in state law for deposit into the assessment fund of the County.

4. Special Tax and Fee Collection. In the event the Collector is requested to bill and collect for any special assessments associated with nuisance or dangerous building special assessments of the City, special assessments related to the creation, establishment, and levy of an assessment on property in a Neighborhood Improvement District, Community Improvement District, Transportation Development District, Tax Increment Financing District, or other special district organized, operated or formed by the City, the City acknowledges and agrees that the County and Collector may charge the reasonable costs associated with programming changes for the imposition of such an assessment, which may be deducted and retained by the County from the tax collection proceeds of the City, in addition to any amount to which the County and Collector are otherwise entitled as a result of this Agreement and state law.

The City further acknowledges that proof of legality of any Special Tax and Fee Collection requests shall be provided to the Collector prior to any billing and collecting efforts. Proof may vary depending on the nature of the Special Tax or Fee. Proof may include, but shall not be limited to, copies of ordinances, copies of certified election results, recorded liens, or any other proof deemed necessary by the Collector.

5. Collection of Delinquent Taxes. The County may take the necessary legal steps to attempt to collect the City's delinquent real and personal property taxes which become delinquent during the terms of this Agreement. Said collection may be conducted in conjunction with the ordinary collection of delinquent county taxes. To the extent permitted or required by law, and pursuant to section 52.290, RSMo. and Chapters 94 and 140, RSMo., the Collector shall collect a fee for the collection of delinquent and back taxes as set forth in state law, to be added to the face of the tax bill and collected from the party paying the tax. The City shall be responsible to pay any and all costs, expenses, and reasonable attorney's fee with respect to costs and expenses incurred by County or Collector for filing fees, the filing of any lawsuit against County or Collector, defending against counterclaims, and extraordinary legal remedies arising out of or result from the services provided by County and Collector under this Agreement.

6. Inability to Collect Taxes. The County and Collector shall not be liable to City or any other body or person for failure or inability of County and Collector to collect any of City's current or delinquent real and personal property taxes and the City hereby fully and completely releases the County and Collector from any such failure.

7. Indemnification. The City shall be responsible to pay any and all costs, expenses, and reasonable attorney's fee with respect to costs and expenses incurred by County or Collector for filing fees, the filing of any lawsuit against County or Collector, defending

against counterclaims, and extraordinary legal remedies arising out of or result from the services provided by County and Collector under this Agreement **subject to and without waiving sovereign immunity by either party.**

8. Term. The parties mutually agree that the term of this Agreement shall be one-year beginning **November 1, 2020** and shall run to **October 31, 2021**. This Agreement shall automatically renew each successive year, unless terminated earlier by City, County, or Collector. City or County may terminate this Agreement by giving written notice to the other party at least sixty (60) days prior to July 1 of the following year. The effective date of any termination shall be June 30. In the event of termination, if the terminating party is the City, the City shall notify the County and Collector; if the terminating party is the County or Collector, the County or Collector shall notify the City. If this Agreement is terminated by the City, the City shall pay the County's and Collector's actual costs of computer programming and other expenses necessary to remove the City from future tax billing and collection. Notwithstanding the termination of this Agreement, Collector agrees to continue to process, collect and turn over to City all taxes, interest, and penalties due and owing from previous calendar year(s) covered by this Agreement prior to termination, subject to the consideration set forth in paragraph 3, above, or as otherwise provided by this Agreement.

All accounting and reconciliation will be made as the date of termination. Upon termination of this agreement without further renewal, the Collector shall make available to the City any such existing records under its control as may be necessary to enable the City to undertake the collection of taxes assessed on City property, in the year after termination.

Any change in laws and regulations, which substantially changes or affects the responsibilities or performances of the parties hereto, shall make this agreement voidable, at the option of the party or parties so affected.

9. Amendments or Modifications. Any requests to amend or modify this agreement shall be made in writing at least ninety (90) days prior to July 1 of the following year. The non-requesting party has fifteen (15) days to respond to the request to amend or modify.

If the non-requesting party agrees to the amendment or modification in writing, the parties will treat the amendment or modification as a termination of this cooperative agreement in accordance with Sec. 8 and shall cause a new cooperative agreement reflecting said amendment or modification to be drafted and executed.

If the non-requesting party does NOT agree to the amendment or modification, this agreement will remain in effect as written under the terms set forth herein.

10. Authority. The parties represent and warranty that the individuals executing this Agreement on behalf of the respective parties have received the proper approvals and authorizations necessary to enter into this Agreement and that same has been approved by the appropriate governing bodies of the parties.

11. Entire Agreement. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first written above.

CITY

By: _____
Name: _____
Title: Mayor _____

Attest:

City Clerk

COUNTY

By: _____
Name: _____
Title: County Collector _____

Attest:

County Clerk

By: _____
Name: _____
Title: Presiding Commissioner _____

Approved as to legal form:

Brendon Fox
Phelps County Prosecuting Attorney

III. A.7.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Sean Fagan

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Police Station HVAC replacement

BUDGET APPROPRIATION: \$75,000

DATE: 11/16/2020

COMMENTARY:

City staff received bids for the Police Station HVAC replacement.

Staff is recommending approving an ordinance authorizing the Mayor to enter into a contract with Mechanical Services, Inc. for \$59,000.00.

Mechanical Services, Inc. Springfield, MO	Air Comfort Service, Inc. Hazelwood, MO
\$59,000.00	\$71,879.00

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 CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MECHANICAL SERVICES, INC. DBA MSI CONSTRUCTORS, FOR POLICE STATION HVAC REPLACEMENT.

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, Mechanical Services, Inc. DBA MSI Constructors for Police Station HVAC Replacement, 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 16th DAY OF NOVEMBER 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III.B.2.

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 Mechanical Services, Inc. DBA MSI Constructors 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: **Police Station HVAC Replacement**, 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 **Police Station HVAC Replacement**.

III . B. 3.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

III. B. 4.

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 \$59,000.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

III. B. 5.

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 _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City
of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the
corporate seal of said municipal corporation and that said instrument is the corporate seal of said
municipal corporation and that said instrument was signed under authority of the City Council of
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 . B. 6.



Johnson-Controls® Select 27.5 - 50 Ton Package

Johnson Controls Single Package R-410A Air
Conditioner

Project Name: JCI 30T RTU

Unit Model #: JV30C0DJ2Q1CAT11F1

Quantity: 1 Tag #: RTU-1

System: JV30C0DJ2Q1CAT11F1

Factory Installed Options

JV30C0DJ2Q1CAT11F1

Equipment Options		Option(s) Selected
Product Category:	J	Johnson Controls Single Packaged R-410A Air Conditioner
Efficiency:	V	Standard Efficiency
Nominal Cooling Capacity:	30	30 Ton
Heat Type:	C	
Heat Size:	0	
Blower Option:	D	15 HP High Static Belt Drive Blower
Air Volume:	J	VAV Controller with VFD VAV Controller with VFD & Manual Bypass
Voltage:	2	208/230-3-60
Outside Air Option:	Q	Dual Enthalpy Economizer w/ Barometric Relief and Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)
Coil Options:	1	Microchannel condenser coils Copper tube/Aluminum fin evaporator coils
Controls:	C	Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card.
Sensor Options:	A	
Service Options:	T	Powered Convenience Outlet (110 VAC / 15 Amp) HACR Circuit Disconnect Phase Monitor
Refrigeration:	1	
Additional Options:	1	2" Throwaway Filter
Cabinet Options:	F	Hinged Access Panel Stainless Steel Drain Pan
Product Generation:	1	

Field Installed Accessories

III. B. 7

Date
 10/08/2020
Project Name
 JCI 30T RTU
Project Number
Client / Purchaser



Submittal Summary Page

Qty	Tag #	Model #	Description
1	RTU-1	JV30C0DJ2Q1CAT11F1	30 Ton, Johnson Controls Single Packaged R-410A Air Conditioner, Standard Efficiency, 208/230-3-60, 15 HP High Static Belt Drive Blower <ul style="list-style-type: none"> • VAV Controller with VFD • VAV Controller with VFD & Manual Bypass • Dual Enthalpy Economizer w/ Barometric Relief and Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511) • 2" Throwaway Filter • Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card. • Powered Convenience Outlet (110 VAC / 15 Amp) • HACR Circuit Disconnect • Phase Monitor • Microchannel condenser coils • Copper tube/Aluminum fin evaporator coils • Hinged Access Panel • Stainless Steel Drain Pan
1	RTU-1	1RC0450	14" Roof Curb, 27.5 - 35 ton models

Equipment start-up and commissioning by a factory trained technician is recommended. Contact your supplying distributor or sales representative for additional information & guidance.

WARNING Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Information is subject to change without notice. Check local codes.

Printed 10/08/2020

III B.8.



Johnson-Controls® Select

27.5 - 50 Ton Package

Johnson Controls Single Package R-410A Air Conditioner

Project Name: JCI 30T RTU

Unit Model #: JV30C0DJ2Q1CAT11F1

Quantity: 1 Tag #: RTU-1

System: JV30C0DJ2Q1CAT11F1

Cooling Performance

Total gross capacity	357.6 MBH
Sensible gross capacity	273.2 MBH
Total net capacity	322.4 MBH
Sensible net capacity	238.0 MBH
Efficiency (at ARI)	10.90 EER
Integrated eff. (at ARI)	15.10 IEER
Ambient DB temp.	100.0 °F
Entering DB temp.	80.0 °F
Entering WB temp.	67.0 °F
Leaving DB temp.	61.3 °F
Leaving WB temp.	58.7 °F
Power input (w/o blower)	29.75 kW
Sound power	89 dB(A)

Refrigerant

Refrigerant type	R-410A
Sys1	14 lbs 12 oz
Sys2	13 lbs 15 oz

Supply Air Blower Performance

Supply air	13500 CFM
Ext. static pressure	2.35 IWG
Add. Unit Losses (Options/Accessories)	-0.31 IWG
Blower speed	1045 RPM
Max BHP of Motor (including service factor)	16.13 HP
Duct location	Bottom
Motor rating	15.00 HP
Actual required BHP	11.07 HP
Power input	10.32 kW
Elevation	900 ft.
Drive type	BELT

Outside/Mixed Air

Outside Air Cfm	3375 CFM
-----------------	----------

Electrical Data

Power supply	208-3-60	230-3-60
Unit min circuit ampacity	177.7 Amps	177.1 Amps
Unit max over-current protection	200 Amps	200 Amps

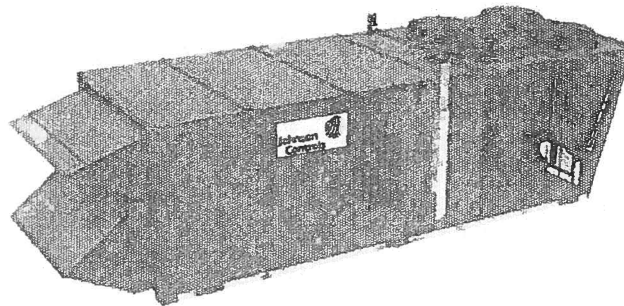
Dimensions & Weight

Hgt	76 in.	Len	218 in.	Wth	90 in.
Weight with factory installed options	4673 lbs.				

Clearances

Right	96 in.	Front	90 in.	Rear	0 in.
Top	120 in.	Bottom	0 in.	Left	60 in.

Note: Please refer to the tech guide for listed maximum static pressures



30 Ton

- Manufactured at an ISO 9001 Registered Facility and Each Rooftop is Completely Computer-Run Tested Prior to Shipment.

Product Features

- ASHRAE 90.1 compliant
- Industry leading standard efficiency designed to meet DOE 2023 efficiency requirements
- Two independent refrigerant circuits
- Two stages of cooling (constant volume and IntelliSpeed) and four stages of cooling (VAV) to meet advanced building code requirements
- The industry's widest range of airflow options in each tonnage. Constant volume, IntelliSpeed, and VAV
- Footprint design allows for direct replacement of a competitive model family (Trane) without a transition curb
- Reliability designed into all products and tested at the component and system level at the Advanced Technology Lab in Norman, Oklahoma
- Single shaft, dual blower design for improved efficiency

Standard Unit Controller: Smart Equipment Control Board

- Smart Equipment™ Controls: streamlines commissioning, integration, and service
- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors

Warranty

- One (1) Year Limited Warranty on the Complete Unit
- Five (5) Year Warranty - Compressors and Electric Heater Elements
- All Factory installed VFDs come with a 5-year manufacturer warranty



III. B.9.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPT. HEAD: Ron Smith, Fire Chief

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Approve Mutual Aid Agreement – Ft. Wood Fire Department

BUDGET APPROPRIATION: N/A

DATE: November 16, 2020

Over the last few weeks, the Fort Leonard Wood Fire Protection & Prevention Division has been working with the City of Rolla Fire & Rescue to update the agencies mutual aid agreement.

A mutual aid agreement is a template that frames the responsibilities and operations of each department when their agency is requested to provide support of equipment or personnel. The agreement is reciprocal and no compensation is expected between agencies. In the event an incident was declared a State of Emergency by the federal government, each agency would be able to recover actual costs through FEMA.

The Fire Chief of each agency retains the right to not respond to the request for mutual aid. This can happen when a department does not have available resources, manpower, or any other reason that would prevent an agency from being able to respond.

Recommendation: Motion to approve the Fort Leonard Wood Mutual Aid Agreement.

ITEM NO. _____

IV. A.1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A MUTUAL AID FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE CITY OF ROLLA FIRE AND RESCUE AND THE FORT LEONARD WOOD FIRE PROTECTION AND PREVENTION DIVISION.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Mutual Aid Fire Protection and Emergency Services Agreement between the City of Rolla Fire and Rescue and the Fort Leonard Wood Fire Protection and Prevention Division, a copy of said contract being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF NOVEMBER 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV. A. 2.



DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT LEONARD WOOD
14000 MSCOE LOOP, SUITE 120
FORT LEONARD WOOD, MO 65473-8929

AGREEMENT FOR MUTUAL AID FIRE PROTECTION AND EMERGENCY SERVICES

This agreement, entered into this 16th day of Nov 2020, between the Secretary of the Army according to the authority of section 1856a, title 42, United States Code and the City of Rolla is to secure for each other the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building and confined space extractions.

It is agreed that

a. On a request to a representative of the Fort Leonard Wood Fire Protection and Prevention Division by a representative of the City of Rolla Fire Department, firefighting equipment and personnel of the Fort Leonard Wood Fire Protection and Prevention Division will be dispatched when available to any point within the area for which the City of Rolla Fire Department normally provides protection as designated by the representative of the City of Rolla Fire Department.

b. On a request to a representative of the City of Rolla Fire Department by a representative of the Fort Leonard Wood Fire Protection and Prevention Division, firefighting equipment and personnel of the City of Rolla Fire Department will be dispatched when available to any point within Fort Leonard Wood.

c. The rendering of equipment and personnel pursuant to this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if for any reason, assistance cannot be rendered.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

IV. A. 3.

(2) The responding official will report to the official in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which City of Rolla Fire Department normally provides fire protection, the Chief of the Fort Leonard Wood Fire Protection and Prevention Division or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre- fire planning.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by the City of Rolla Fire Department in carrying out this agreement will be owned by the City of Rolla Fire Department; and all personnel acting for the City of Rolla Fire Department under this agreement will be an employee or volunteer member of the City of Rolla Fire Department.

This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

SIGNED:

CITY OF ROLLA:

FOR THE SECRETARY OF THE ARMY

By Louis J. Magdits IV
Mayor
City of Rolla

By Jeffery O. Paine
Colonel, US Army
Garrison Commander

Mayor
City of Rolla

Colonel, US Army
Garrison Commander

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Grant of License to Hopper's Pub for "Frog Statue."

BUDGET APPROPRIATION:

DATE: 11/16/2020

COMMENTARY:

Staff received a request from Hopper's Pub to install a "Frog Statue" in front of the business at 723 North Pine Street in city right-of-way. The attached license agreement would allow this placement if approved by Council. Exhibit A shows an example of what the statue could look like.

IV. B. 1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A GRANT OF LICENSE BY THE CITY OF ROLLA BETWEEN JUL, LLC, INC. AND THE CITY OF ROLLA, FOR THE CONSTRUCTION AND MAINTENANCE OF A FROG STATUE.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Grant of License by the City of Rolla between JUL, LLC, Inc., and the City of Rolla, Missouri, for the construction and maintenance of a frog statue, a copy of said contract being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF NOVEMBER 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV. B. 2.

GRANT OF LICENSE BY THE CITY ROLLA

This is a license to allow JUL LLC, Inc. of 723 North Pine Street, Rolla, Missouri, to utilize certain City-owned property described herein for the following purposes:

To construct and maintain a “Frog Statue”. The “Frog Statue” will be approximately 7 to 8 feet tall and 18 to 20 inches at the base.

In consideration of the payment of the sum of One Dollar, paid to the City of Rolla, the City of Rolla does hereby grant JUL LLC the use of the below described property for the purpose set out above subject to the following terms and conditions:

- 1) The City property to be used is described as follows:
 - A) Construct and maintain a “Frog Statue” within the public right-of-way of Pine Street adjacent to 723 North Pine Street. The statue shall be similar to the statue shown in the Exhibit A.
- 2) Licensee accepts the above described property as is and agrees to keep said property in good repair to prevent any change in condition or prevent any dangerous condition or unattractive nuisance from developing. Licensee shall maintain a minimum of 4 feet between the statue and the back of curb for ADA compliance and install an anchoring system to prevent the statue from being easily toppled.
- 3) Licensee shall not sublet the properties described herein or any part thereof or assign use of the right of ingress and egress to said property to any person or persons or in any way allow any other usage of said property unless described herein without the written consent of the City of Rolla.
- 4) The term of this license shall begin December 7, 2020 and shall be terminable upon thirty (30) days notice to licensee unless the City of Rolla shall declare same an emergency and in that case the City of Rolla may obtain possession of said property and cause the use herein set out to cease.
- 5) Licensee shall be required to provide a Certificate of Insurance in such sums as shall be necessary to protect the City of Rolla and further shall require that the City of Rolla be listed as co-insured on any policy held by licensee. The licensee shall hold the City harmless from any incident or accident arising out of the use or operations specified herein.
- 6) This license is not an easement, shall not be considered an easement, and this document may not be recorded in the recorder of deeds’ office in any county in the State of Missouri or anywhere else. This is a license and, therefore, a limited grant, not running with the land and giving no rights other than those set out herein in the properties described herein.
- 7) Licensee covenants and agrees that City shall not be liable for any claims, actions, damages, liability or expense in connection with loss of life, personal injury and/or damage to property, however caused, or for any other damages or liability, arising from or out of the occupancy or use by the Licensee of City’s property or any part thereof, or occasioned by persons coming on City’s property with the express or implied invitation of Licensee, or arising from or out of any activity of Licensee on the property of the City, including without limitation any use or activity permitted under this License.

IV . B. 3.

- 8) Licensee covenants and agrees, at Licensee's sole cost and expense, to indemnify, defend the City (with legal counsel reasonably acceptable to the City), and hold the City, its officers, employees, agents, successors and assigns, harmless from and against any and all claims, suits, administrative proceedings, losses, judgments, damages, encumbrances, liens, defense costs, attorney fees, that may be incurred by, asserted or awarded against City as a result of or arising out of the occupancy or use by the Licensee of the City's property or any part thereof, or occasioned by persons coming on the City's property with the express or implied invitation of Licensee, or arising from or out of any activity of Licensee on the City's property, including without limitation, any use or activity permitted under this License, or as a result of or arising from any breach by Licensee of Licensee's obligations under this License. Licensee's obligations and liabilities as to such indemnification shall survive the term of this License.
- 9) This License shall be deemed to have been granted and made in Phelps County, Missouri, and is governed by the laws of the State of Missouri. Licensee agrees that this License concerns solely the use of certain real property situated in Phelps County, Missouri, owned by the City and to be used by Licensee in the pursuit of a for profit business endeavor and enterprise. For these reasons, Licensee freely and voluntarily agrees that any legal action which may in the future be brought concerning the meaning of this License, the parties' respective rights under this License, the enforcement of this License, or to seek a remedy of a breach of this License, shall be filed and instituted in the Circuit Court of Phelps County, Missouri.
- 10) As a material inducement to the City to grant this License and for the City to permit Licensee to engage in any activity permitted under this License, Licensee warrants and represents to the City (i) that the person executing this License in behalf of Licensee has been duly authorized by a Resolution of the Members of JUL LLC. to execute this License and to bind Licensee thereby; and (ii) that upon such execution, this License shall constitute a valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms and conditions.
- 11) With the grant of this License, City does not waive any governmental or sovereign immunity and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this License.
- 12) Should the City employ attorneys to enforce any of the terms and provisions of this License, or to remedy a breach or default of the terms and provisions of this License, including the institution and prosecution of any lawsuit or other legal action against Licensee, and should a final judgment be entered in favor of the City as a result, Licensee agrees to pay the City all reasonable costs, charges and expenses, litigation costs and suit monies, including attorneys' fees, expended or incurred in connection therewith.

Dated and signed this _____ day of December 2020.

City of Rolla, Missouri

By: _____
Louis J. Magdits, IV,
Mayor

ATTEST:

Carol Daniels, City Clerk

JUL, L.L.C.
A Missouri Limited Liability Company

By: _____
[printed name]

[title of authorized person signing]

EXHIBIT A

IV. B. 5.



IV. B.6.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: 1st/Final

ITEM/SUBJECT: Consider Ordinance to Refinance City Hall Lease Obligations

BUDGET APPROPRIATION: \$17,405 int. savings

DATE: 11/16/2020

COMMENTARY:

In 2005 the City did a \$3.2 million renovation of City Hall following a boiler fire and general need for updating. The lease financing was approved through Bank of America for 20 years at 4.3% interest. There was no early payoff provision that would have allowed us to refinance the obligation until the assets and some of the loans were sold to First State Community Bank. We approached FSCB and they agreed to refinance with a waiver of any early payoff penalties. The attached ordinance and supporting documents authorize the "First Amendment to Lease Purchase Agreement" that will reduce the interest rate to 2.95%. Annual lease payments will drop from \$187,620 to \$183,900 including closing costs (legal fees). The lease will end in April 2025. Gilmore Bell has been retained by the City in cooperation with FSCB to review, prepare legal documents and ensure tax compliance. The net savings over the next 4 ½ years is \$17,405. In order to facilitate the lower interest rate Staff is requesting first and final reading of the ordinance.

Recommendation: First and final reading of the ordinance approving the First Amendment to the City Hall Lease Purchase.

ITEM NO. _____

IV.C.1.



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

November 20, 2020

City of Rolla, Missouri

First State Community Bank
Farmington, Missouri

Re: First Amendment to Lease Purchase Agreement dated as of November 20, 2020, between First State Community Bank (“Lessor”), as lessor, and the City of Rolla, Missouri (“Lessee”), as lessee

Ladies and Gentlemen:

We have acted as special counsel to the City of Rolla, Missouri, in connection with a transaction involving the above-referenced Lease. *Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to such terms in the Lease with Option to Purchase Agreement dated as of March 1, 2005 (the “Original Lease”), between the Lessor and the Lessee, as amended by the First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020 (the “First Amendment to Lease” and, together with the Original Lease, the “Lease”), between the Lessor and the Lessee.*

We have examined (a) the Original Lease, (b) the Base Lease, (c) First Amendment to Lease, (d) the Tax Compliance Agreement dated as of November 1, 2020 by the Lessee (the “Tax Compliance Agreement” and together with the First Amendment to Lease, the “Amended Lease Documents”) and (e) certifications of officers and officials of the Lessee and others. In addition, we have reviewed and considered the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations thereunder promulgated by the United States Treasury Department.

In rendering the opinions set forth herein, we have assumed without undertaking to verify the same by independent investigation, (a) as to questions of fact, the accuracy of all representations of the Lessee set forth in the Base Lease, the Original Lease, the First Amendment to Lease and the Tax Compliance Agreement, and all certificates of officials of the Lessee, the Lessor and others examined by us, and (b) the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and all documents submitted to us as originals.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Lessee has the requisite power and authority to execute and deliver the Amended Lease Documents and perform its obligations thereunder.

2. The Amended Lease Documents have been duly authorized, approved and executed by and on behalf of the Lessee and constitute legal, valid and binding agreements of the Lessee, enforceable in accordance with their terms, except that the Lessee is obligated only to pay the Basic Rent under the

IV C. 2.

Lease as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then-current fiscal year.

3. The Interest Portion of Basic Rent payable by the Lessee pursuant to the Lease (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Lessee comply with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Lease to preserve the exclusion of the Interest Portions of Basic Rent from gross income for federal income tax purposes. The Lessee has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the Interest Portions of Basic Rent to be included in gross income for federal and State of Missouri income tax purposes retroactive to the date of execution and delivery of the Lease. The Lessee's obligation to pay Basic Rent under the Lease has been designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

We express no opinion regarding (a) any offering material relating to the Lease, (b) other federal or State of Missouri tax consequences arising with respect to payments of Basic Rent, (c) the treatment for federal or State of Missouri income tax purposes of any money received by the Lessor following an Event of Nonappropriation or following an Event of Default, other than Basic Rent made by the Lessee pursuant to the Lease, or (d) the title to or the description of the property subject to the Lease.

The rights of the Lessor and the enforceability of the Amended Lease Documents 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. This opinion may be relied upon by First State Community Bank and its successors and assigns, but not in connection with an assignment of a fractional interest in the Lease, on the condition and understanding that (i) this opinion is given as of the date hereof, (ii) we have no responsibility or obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur, (iii) any such reliance by a future assignee must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the assignee at such time and (iv) it is noted that we have not reviewed any documents purporting to assign any interest in the Lease and are expressing no opinion regarding the effect of any assignment on the treatment for federal income tax purposes of the interest portion of the Basic Rent received by assignees under any assignment.

Very truly yours,

MAS:ltf

IV. C. 3.

BEFORE ADJUSTMENT

Payment Date	# of Days	Daily Accrual	Payment	4.300% Interest	Principal	Outstanding Balance
10/7/2020						761,321.55
4/1/2021	174	90.93563	93,810.54	15,822.80	77,987.74	683,333.81
10/1/2021	180	81.62043	93,810.54	14,691.68	79,118.86	604,214.95
4/1/2022	180	72.17012	93,810.54	12,990.62	80,819.92	523,395.03
10/1/2022	180	62.51663	93,810.54	11,252.99	82,557.55	440,837.48
4/1/2023	180	52.65559	93,810.54	9,478.01	84,332.53	356,504.95
10/1/2023	180	42.58254	93,810.54	7,664.86	86,145.68	270,359.27
4/1/2024	180	32.29291	93,810.54	5,812.72	87,997.82	182,361.45
10/1/2024	180	21.78206	93,810.54	3,920.77	89,889.77	92,471.68
4/1/2025	180	11.04523	94,459.82	1,988.14	92,471.68	-
Total			844,944.14	83,622.59	761,321.55	

AFTER ADJUSTMENT

Payment Date	# of Days	Daily Accrual	Payment	2.950% Interest	Principal	Outstanding Balance
10/7/2020						761,321.55
11/20/2020	43	90.93563	-	3,910.23	-	768,857.55 (+ 7,536.00 Legal Costs)
4/1/2021	131	63.00360	91,948.85	8,253.47	79,785.15	689,072.40
10/1/2021	180	56.46566	91,948.85	10,163.82	81,785.03	607,287.37
4/1/2022	180	49.76383	91,948.85	8,957.49	82,991.36	524,296.01
10/1/2022	180	42.96315	91,948.85	7,733.37	84,215.48	440,080.53
4/1/2023	180	36.06215	91,948.85	6,491.19	85,457.66	354,622.87
10/1/2023	180	29.05937	91,948.85	5,230.69	86,718.16	267,904.71
4/1/2024	180	21.95330	91,948.85	3,951.59	87,997.26	179,907.45
10/1/2024	180	14.74242	91,948.85	2,653.63	89,295.22	90,612.23
4/1/2025	180	7.42517	91,948.76	1,336.53	90,612.23	-
Total			827,539.56	58,682.01	768,857.55	

17,404.58 NET SAVINGS

IV.C.4.

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	MEMORANDUM OF FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT
DATE OF DOCUMENT:	As of November 20, 2020
GRANTOR(S) NAME AND MAILING ADDRESS:	FIRST STATE COMMUNITY BANK 210 W. 8th Street Rolla, Missouri Attn: Ernie Kost
GRANTEE(S) NAME AND MAILING ADDRESS:	CITY OF ROLLA, MISSOURI 901 N. Elm Street Rolla, Missouri 65401 Attention: Mayor
RETURN DOCUMENTS TO:	Mark A. Spykerman, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See Schedule 1
REFERENCE:	Book 2005, Page 2127

N.C.5.

**MEMORANDUM OF FIRST AMENDMENT TO
LEASE WITH OPTION TO PURCHASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT gives notice of, ratifies and confirms the First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020 (the "*First Amendment to Lease*"), entered into between **FIRST STATE COMMUNITY BANK**, a state banking corporation organized and existing under the laws of the State of Missouri, as lessor (the "*Bank*"), and the **CITY OF ROLLA, MISSOURI**, a third-class city and political subdivision of the State of Missouri, as lessee (the "*City*").

RECITALS

A. The City and Bank of America, N.A. entered into the Lease with Option to Purchase Agreement dated as of March 1, 2005 (the "*Original Lease*") in connection with the financing of renovations to the City's City Hall building, a memorandum of which is recorded with the Phelps County Recorder of Deeds at Book 2005, Page 2127.

B. Bank of America, N.A. sold and assigned its interest in the Original Lease to the Bank.

C. The Bank and the City desire to amend the Original Lease as provided First Amendment to Lease.

D. The "Leased Property" under the Original Lease and the First Amendment to Lease consists of the property described on **Exhibit A** attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Bank and the City do hereby represent, covenant and agree and give notice of certain terms of the First Amendment to Lease as follows:

1. Capitalized terms not defined herein shall have the meanings set forth in the Original Lease, as amended by the First Amendment to Lease.

2. The Basic Rent schedule attached as **Exhibit B** to the Original Lease has been replaced with the Basic Rent schedule attached as **Exhibit B** to the First Amendment to Lease.

3. Except as expressly modified by the First Amendment to Lease, all other terms and conditions of the Original Lease shall remain unaltered and in full force and effect.

[Remainder of Page Intentionally Left Blank]

IV . 6 .

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

FIRST STATE COMMUNITY BANK

[NO SEAL]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this ____ day of November, 2020, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is an authorized signatory of **FIRST STATE COMMUNITY BANK**, a state banking corporation organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said association by authority of its Board of Directors, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____

N. 11.27.

CITY OF ROLLA, MISSOURI,

(SEAL)

By: _____
Louis J. Magdits IV, Mayor

ATTEST:

By: _____
Lorri Thurman, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PHELPS)

On this ___ day of November, 2020, before me, the undersigned, a Notary Public, appeared **LOUIS J. MAGDITS IV**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ROLLA, MISSOURI**, a third-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____

**SCHEDULE 1 TO
FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT**

LEGAL DESCRIPTION OF THE LEASED PROPERTY

The following described real property situated in the County of Phelps, Missouri:

All of the East 48 1/2 feet of Lot 8, Block 52 in the County Addition to the City of Rolla, Phelps County, Missouri, fronting 48 1/2 feet on the North line of 9th Street and 110 feet on the West line Elm Street in the City of Rolla, Missouri, according to the plat thereof in the Recorder's office of Phelps County, Missouri, together with all improvements thereon.

TRANSCRIPT OF PROCEEDINGS
RELATING TO A
FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT
DATED AS OF NOVEMBER 20, 2020
BETWEEN
FIRST STATE COMMUNITY BANK,
AS LESSOR
AND
CITY OF ROLLA, MISSOURI,
AS LESSEE

**FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT
DATED AS OF NOVEMBER 20, 2020**

**BETWEEN
FIRST STATE COMMUNITY BANK, AS LESSOR
AND
CITY OF ROLLA, MISSOURI, AS LESSEE**

Closing: November 20, 2020

CLOSING DOCUMENTS LIST

Document

No.

1. Base Lease.
2. Lease with Option to Purchase Agreement; Memorandum of Lease with Option to Purchase Agreement; Notice and Acknowledgement Assignment.
3. First Amendment to Lease with Option to Purchase Agreement; First Amendment to Memorandum of Lease with Option to Purchase Agreement.
4. Tax Compliance Agreement with the following exhibits attached:
 - Exhibit A – Rental Payment Schedule and Calculation of Yield on the Lease.
 - Exhibit B – IRS Form 8038-G.
 - Exhibit C – Sample Annual Compliance Checklist.
 - Exhibit D – Description of Property Comprising the Financed Facilities.
 - Exhibit E – Tax Compliance Procedure.
5. Lessee's Closing Certificate with the following exhibits attached:
 - Exhibit A – Closing Costs Disbursements.
 - Exhibit B – Excerpt of Minutes of November 16, 2020 Meeting of the City Council.
 - Exhibit C – Notice of November 16, 2020 Meeting of the City Council.
 - Exhibit D – Ordinance approving First Amendment to Lease with Option to Purchase Agreement.
6. Lessor's Closing Certificate.
7. Opinion of Special Tax Counsel.

* * *

IV C.11.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND FIRST STATE COMMUNITY BANK AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, on March 21, 2005, the City Council of the City of Rolla, Missouri (the "City") passed Ordinance No. 3668 approved a lease transaction with Bank of America, N.A. to finance certain costs of renovating City Hall (the "Original Lease Transaction"); and

WHEREAS, as part of the Original Lease Transaction, (1) Bank of America, N.A. provided \$2,500,000 to fund the cost of renovating City Hall and (2) the City agreed, subject to annual appropriation, to make rental payments to Bank of America, N.A. sufficient to repay \$2,500,000 plus interest over a 20-year period; and

WHEREAS, on June 17, 2013, Bank of America, N.A. assigned its interest in the Original Lease Transaction to First State Community Bank (the "Bank"); and

WHEREAS, the City and the Bank desire to enter into the First Amendment to Lease with Purchase Option Agreement in substantially the form of **Exhibit A** attached hereto (the "First Amendment to Lease") to reduce the interest rate applicable to the Original Lease Transaction; and

WHEREAS, in connection with the First Amendment to Lease and as a condition to the reduced interest rate, the City must make certain agreements and representations to preserve the Bank's ability to exclude the interest portion of rental payments from gross income for federal and Missouri income tax purposes, similar to other types of tax-exempt municipal obligations and as described in the Tax Compliance Agreement in substantially the form of **Exhibit B** attached hereto (the "Tax Compliance Agreement" and, together with the First Amendment to the Lease, the "Amended Lease Documents").

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

Section 1. Authorization and Approval of the Amended Lease Documents.

(a) The Amended Lease Documents are hereby approved in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the Mayor. The Mayor's execution of the Amended Lease Documents will be conclusive evidence of such approval.

(b) The Mayor is hereby authorized and directed to execute and deliver the Amended Lease Documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the Amended Lease Documents and attest said seal.

(c) The obligation of the City to pay Basic Rent under the First Amendment to Lease is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in the First Amendment to Lease constitute a pledge of the general tax revenues, funds

or moneys of the City, and all provisions of the First Amendment to Lease will be construed so as to give effect to such intent.

Section 2. Professional Services. The City hereby ratifies and confirms the selection of Gilmore & Bell, P.C., as special tax counsel, in connection with the Amended Lease Documents.

Section 3. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Amended Lease Documents and the other documents authorized or approved hereby.

Section 4. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (1) the valid sections are so essential to and inseparably connected and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (2) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

Section 5. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16TH DAY OF NOVEMBER, 2020.

Approved:

Mayor

Attest:

City Clerk

Approved as to Form:

City Counselor

EXHIBIT A

FIRST AMENDMENT TO LEASE WITH PURCHASE OPTION AGREEMENT

[On file in the office of the City Clerk]

IV. C. 14.

FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT, dated as of November 20, 2020 (this "*First Amendment to Lease*"), is entered into between **FIRST STATE COMMUNITY BANK**, a state banking corporation organized and existing under the laws of the State of Missouri, as lessor (the "*Bank*"), and the **CITY OF ROLLA, MISSOURI**, a third-class city and political subdivision of the State of Missouri, as lessee (the "*City*").

RECITALS

- A.** The City and Bank of America, N.A. entered into the Lease with Option to Purchase Agreement dated as of March 1, 2005 (the "*Original Lease*") in connection with the financing of renovations to the City's City Hall building, a memorandum of which is recorded with the Phelps County Recorder of Deeds at Book 2005, Page 2127.
- B.** Bank of America, N.A. sold and assigned its interest in the Original Lease to the Bank.
- C.** The Bank and the City desire to amend the Original Lease as provided herein.
- D.** The "Leased Property" under the Original Lease and this First Amendment to Lease consists of the property described on **Exhibit A** attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Bank and the City do hereby represent, covenant and agree as follows:

- 1.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Lease.
- 2.** The definitions of "Bank," "Lease," "Opinion of Special Counsel" and "Special Counsel" in **Section 1.1** of the Original Lease are hereby deleted and replaced with the following definitions:

"Bank" means First State Community Bank and its successors and assigns when acting or serving in its capacity as less or under this Lease.

"Lease" means the Lease with Option to Purchase Agreement dated as of March 1, 2005 between the City and the Bank (as assignee of Bank of America, N.A., as amended by the First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020, as may be further amended from time to time.

"Opinion of Special Tax Counsel" means an opinion in writing signed by Gilmore & Bell, P.C. or other legal counsel selected by the City and satisfactory to the Bank who shall be nationally recognized as an expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

N.C. 15.

“**Special Tax Counsel**” means Gilmore & Bell, P.C. or other legal counsel selected by the City and satisfactory to the Bank who shall be nationally recognized as an expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

3. The last sentence in **Section 5.1(c)** is hereby deleted and replaced with the following sentence: “The parties agree that Basic Rent shall bear interest at the rate of 2.95% per annum, as shown on **Exhibit B**.”

4. The rental payment schedule attached as **Exhibit B** to the Original Lease is hereby deleted and replaced with the rental payment schedule attached as **Exhibit B** hereto.

5. The contact information in **Sections 14.1(a)** and **14(b)** of the Original Lease is hereby deleted and replaced with the following:

(a) To the Bank: First State Community Bank
210 West 8th Street
Rolla, Missouri 65401
Attn: Ernie Kost

(b) To the City: City of Rolla
901 N. Elm Street
Rolla, Missouri 65401
Attn: Mayor

6. The costs associated with executing this First Amendment (consisting of \$7,536.00 payable to Gilmore & Bell as Special Tax Counsel for legal and recording fees) shall be disbursed by the Bank. The parties acknowledge that these costs have been added into the Principal Portion of Basic Rent shown on **Exhibit B** attached hereto.

7. This First Amendment to Lease may be executed in multiple counterparts.

8. Except as expressly modified hereby, all other terms and conditions of the Original Lease shall remain unaltered and in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this First Amendment to Lease to be executed in their respective names and the Lessee has caused its seal to be affixed hereto and attested as to the date first above written.

CITY OF ROLLA, MISSOURI

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

FIRST STATE COMMUNITY BANK

By: _____
Name: _____
Title: _____

IV. 17.

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

All of the East 48 1/2 feet of Lot 8, Block 52 in the County Addition to the City of Rolla, Phelps County, Missouri, fronting 48 1/2 feet on the North line of 9th Street and 110 feet on the West line Elm Street in the City of Rolla, Missouri, according to the plat thereof in the Recorder's office of Phelps County, Missouri, together with all improvements thereon.

IV. C.18.

EXHIBIT B

BASIC RENT PAYMENT SCHEDULE

Calculation of Debt Service Payments								
Date	Payment	Interest Accrued 2.95%	Payment of Current Interest	Payment of Prior Interest	Payment of Principal	Total Debt Service Paid	Prior Lease Interest Accrued	Principal Balance
11/20/2020							3,910.23	768,857.55
4/1/2021	91,948.85	8,253.47	8,253.47	3,910.23	79,785.15	91,948.85	-	689,072.40
10/1/2021	91,948.85	10,163.82	10,163.82	-	81,785.03	91,948.85	-	607,287.37
4/1/2022	91,948.85	8,957.49	8,957.49	-	82,991.36	91,948.85	-	524,296.01
10/1/2022	91,948.85	7,733.37	7,733.37	-	84,215.48	91,948.85	-	440,080.53
4/1/2023	91,948.85	6,491.19	6,491.19	-	85,457.66	91,948.85	-	354,622.87
10/1/2023	91,948.85	5,230.69	5,230.69	-	86,718.16	91,948.85	-	267,904.71
4/1/2024	91,948.85	3,951.59	3,951.59	-	87,997.26	91,948.85	-	179,907.45
10/1/2024	91,948.85	2,653.63	2,653.63	-	89,295.22	91,948.85	-	90,612.23
4/1/2025	91,948.76	1,336.53	1,336.53	-	90,612.23	91,948.76	-	0.00
Totals	827,539.56	54,771.78	54,771.78	3,910.23	768,857.55	827,539.56		

IV C.19.

EXHIBIT B

TAX COMPLIANCE AGREEMENT

[On file in the office of the City Clerk]

IV 1. 20.

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (this “**Tax Agreement**”) is being executed as of November 20, 2020 (the “**Closing Date**”), by the City of Rolla, Missouri (the “**City**”), for the benefit of First State Community Bank (the “**Lessor**”), in connection with that certain First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020 (the “**First Amendment to Lease**”), entered into by and between the City and the Lessor, which amends the Lease with Option to Purchase Agreement dated as of March 1, 2005 (the “**Original Lease**” and, as amended by the First Amendment to Lease, the “**Lease**”) between the City and the Lessor (as assignee of Bank of America, N.A.). This Tax Agreement is further given for the benefit of any firm of attorneys providing an opinion as to the exclusion of the interest component of rental payments on the Lease from gross income for federal income tax purposes.

RECITALS

1. Pursuant to the terms of the First Amendment to Lease, on the date of this Tax Agreement, the Lessor has refinanced the Original Lease by (1) reducing the interest rate on which the Interest Portion of Basic Rent (as defined in the Lease) is calculated and (2) paying closing costs related to the First Amendment to Lease and making a corresponding increase to the Principal Portion of Basic Rent.

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of proceeds of the Lease and of certain other money relating to the Lease and set forth the conditions under which the interest component of rental payments payable under the Lease will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Agreement to set forth certain facts, covenants, representations, and expectations relating to the use and investment of proceeds of the Lease and the property refinanced with those proceeds and of certain other related money, in order to establish and maintain the exclusion from gross income for federal income tax purposes of the interest component of rental payments payable under the Lease and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The City adopted a Bond Compliance Policy and Procedure on May 7, 2012 (the “**Tax Compliance Procedure**”), for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations, a copy of which is attached hereto as **Exhibit E**.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

IV.C.21.

“Annual Compliance Checklist” means a checklist for the Financed Facilities designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Closing Date and substantially in the form attached as **Exhibit C**.

“Base Lease” means the Base Lease dated as of March 1, 2005 between the City, as lessor, and First State Community Bank, as assignee of Bank of America, N.A., as lessee.

“City” means the City of Rolla, Missouri, together with any successors or assigns.

“Closing Date” means November 20, 2020.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Officer” means the City’s Finance Director or other person named in the Tax Compliance Procedure.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Lease as set forth on **Exhibit D** of this Tax Agreement.

“Financed Facilities” means any of the property financed or refinanced with the proceeds of the Lease and the Original Lease as set forth on **Exhibit D**.

“First Amendment to Lease” means the First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020, between the City, as grantee and lessee, and the Lessor, as grantor and lessor.

“Gross Proceeds” means (a) sale proceeds of the First Amendment to Lease; (b) earnings derived from the investment of sale proceeds; (c) amounts held in a sinking fund for the First Amendment to Lease; (d) amounts held in a pledged fund or reserve fund for the First Amendment to Lease; and (e) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) (1) amounts deposited or deemed deposited with First State Community Bank in connection with refunding the Original Lease and (2) amounts deposited with certain payees to pay closing costs related to the First Amendment to Lease.

“Investment” means any security, obligation, annuity contract or other investment-type property which is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include obligations the interest on which is excluded from federal gross income, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C).

“IRS” means the Internal Revenue Service.

“Lease” means the Original Lease as amended by the First Amendment to Lease.

“Lessor” means First State Community Bank, a state banking corporation organized and existing under the laws of the State of Missouri and authorized to do business in the State of Missouri, as assignee of Bank of America, N.A., and together with any successors and assigns.

“Management or Service Agreement” means a legal agreement defined in 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 Facilities, such as a contract to manage the Financed Facilities or a portion thereof. However, contracts for services that are solely incidental to the primary

IV C.22.

governmental function of the Financed Facilities (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management or Service Agreements.

“Measurement Period” means, for each item of property financed as part of the Financed Facilities with proceeds of the Original Lease, the period beginning on the later of (a) the closing date of the Original Lease or (b) the date the property was or will be placed in service, and ending on the earlier of (1) the final maturity date of the Lease or (2) the end of the expected economic useful life of the property.

“Net Proceeds” means the sale proceeds of the First Amendment to Lease (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” generally means any use of the Financed Facilities in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use of the Financed Facilities by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Financed Facilities will constitute Non-Qualified Use.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Special Counsel” means the written opinion of Special Counsel, addressed to the Lessor, to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rental payments on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rental payments on the Lease from gross income for federal income tax purposes.

“Original Lease” means the Lease with Option to Purchase Agreement dated as of May 1, 2005 between the City, as lessee, and First State Community Bank, as assignee of Bank of America, N.A., as lessor.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Lease, the use of the Financed Facilities, and the investment of Gross Proceeds after the Closing Date.

“Project” means all of the property acquired, developed, constructed, renovated and equipped by the City using the proceeds of the Original Lease, all as described on **Exhibit D**.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who use the Financed Facilities on a short-term basis in the ordinary course of the City’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facilities for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facilities under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facilities under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facilities for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facilities were not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facilities under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facilities for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facilities were not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“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 the Lease.

“Special Counsel” means Gilmore & Bell, P.C., St. Louis, Missouri, or other nationally recognized firm of bond counsel.

“Tax Compliance File” means documents and records for the First Amendment to Lease and the Original Lease maintained by the Compliance Officer pursuant to this Tax Agreement and the Tax Compliance Procedure.

“Yield” means the yield on the First Amendment to Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Purpose of the Lease. The Lease is being executed and delivered to provide funds to: (a) currently refund the Original Lease and (b) pay closing costs related to the First Amendment to Lease. The purpose of refunding the Original Lease is to achieve interest cost savings and provide an orderly plan of finance.

Section 3. Purchase Price; Lease Yield; Expenditure of Proceeds; Current Refunding.

(a) *Purchase Price.* The Lessor has represented in the Lessor's Closing Certificate that on the Closing Date it entered into the First Amendment to Lease for its own account as an investment, that the principal portion advanced on the Closing Date is \$768,857.55, and that it intends to continue to hold the Lease for its own account with no present intention to sell, assign or transfer the Lease to any other entity. Based on these representations, the City hereby elects to establish the issue price of the First Amendment to Lease pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called “private placement rule”). Therefore, the aggregate issue price of the First Amendment to Lease is \$768,857.55.

IV. C. 24.

(b) *Yield.* Based on the issue price, the Yield on the First Amendment to Lease is 3.17122%, as computed by Special Counsel and shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Lease.

(c) *Expenditure of Proceeds and Other Funds.* On the Closing Date, the sale proceeds of the First Amendment to Lease in the amount of \$768,857.55 will be disbursed or deemed disbursed as follows:

(1) \$7,536.00 will be used to pay closing costs relating to the First Amendment to Lease.

(2) \$761,321.55 will be used to refund the outstanding principal amount of the Original Lease.

(d) *No Advance Refunding.* No proceeds of the First Amendment to Lease will be used more than 90 days following the Closing Date to pay principal of or interest on any other debt obligation.

(e) *Current Refunding.*

(1) Proceeds Used for Current Refunding. A portion of the First Amendment to Lease proceeds will be used to pay the principal of and interest on the Original Lease on November 20, 2020 (the prepayment date of the Original Lease), which is not later than 90 days after the Closing Date.

(2) Transferred Proceeds. As of the Closing Date, there are no unspent proceeds (sale proceeds, investment proceeds or transferred proceeds) of the Original Lease. Therefore, there are no transferred proceeds of the First Amendment to Lease.

(f) *No Reserve, Sinking, Pledged or Replacement Funds.* No reserve fund, sinking fund, pledged fund or replacement fund has been or is expected to be established for the First Amendment to Lease.

Section 4. Use of Financed Facilities.

(a) *Governmental Lease-Use of Proceeds.* Throughout the Measurement Period, for federal tax purposes, all of the Financed Facilities have been and are expected to be owned by the City or another Qualified User. Throughout the Measurement Period, any Non-Qualified Use has not exceeded 10% of the overall use of the Financed Facilities, and the City will not permit any Non-Qualified Use to exceed 10% of the overall use of the Financed Facilities.

(1) Management or Service Agreements. During the Measurement Period, the City has not entered into any Management or Service Agreements with Non-Qualified Users with respect to the Financed Facilities. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Special Counsel.

(2) Leases and Other Use Agreements. Except for the Base Lease and the Lease, neither of which gives rise to Non-Qualified Use, during the Measurement Period, the City has not entered into any leases or similar agreement or arrangement of any portion of the Financed Facilities, other than Qualified Use Agreements. During the Measurement Period, the City will not enter into any lease or similar agreement or arrangement of any portion of the Financed Facilities, other than a Qualified Use Agreement, without first consulting with Special Counsel.

(b) *Governmental Obligations–Private Security or Payment.* As of the Closing Date, the City expects that none of the rental payments will be, and the payment of principal of and interest on the Original Lease and all other obligations which directly or indirectly refinanced the Original Lease has not been (under the terms of the Lease or any underlying arrangement), directly or indirectly:

(1) secured by (A) any interest in property used or to be used for a Non-Qualified Use, or (B) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Lease without first obtaining an Opinion of Special Counsel.

Section 5. Reserved.

Section 6. Rebate Instructions. The City expects that all of the sale proceeds of the First Amendment to Lease will be used on the Closing Date either to (a) refund the Original Lease or (b) pay costs of entering into the First Amendment to Lease. Further, the City expects that no sinking, reserve or replacement fund will be created or established for the Lease. Based on these certifications and expectations, Special Counsel has advised the City that no rebate or Yield restriction computations are expected to be required with respect to the First Amendment to Lease. Notwithstanding, the City acknowledges and understands that the First Amendment to Lease is subject to the arbitrage rebate and Yield restriction requirements of Code § 148, and if either (1) the sale proceeds of the First Amendment to Lease are not invested and spent as described in this **Section 6** or (2) a sinking, reserve or replacement fund is created or established for the First Amendment to Lease, then the City is obligated to engage Special Counsel, an independent certified public accountant or a rebate analyst to compute arbitrage rebate and Yield reduction amounts on the First Amendment to Lease and to pay arbitrage rebate or Yield reduction payments to the United States at least once every five years, and within 60 days after the discharge and termination of the Lease, in accordance with Code § 148(f). The City will hold all records showing investment of any First Amendment to Lease proceeds in its Tax Compliance File.

Section 7. Policies and Procedures; Post-Issuance Tax Requirements; Record Keeping.

(a) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements (*i.e.*, those requirements related to the use of proceeds of the First Amendment to Lease, the use of the Financed Facilities and the investment of Gross Proceeds of the First Amendment to Lease after the Closing Date) for the First Amendment to Lease, and to supplement any other formal policies and procedures related to tax compliance that the City has established. To the extent of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(b) *Accounting and Allocation of Lease Proceeds to Expenditures.* Proceeds of the First Amendment to Lease and other money will be used as described in **Section 3(c)**. The Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax Compliance File. An allocation of proceeds of the Original Lease has been prepared and is summarized on **Exhibit D** and is intended to constitute the Final Written Allocation for the Original Lease.

(c) *Annual Compliance Checklist.* Attached as **Exhibit C** is a form of Annual Compliance Checklist for the Lease. The Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facilities at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Compliance Officer will take the actions identified in an advice or an Opinion of Special Counsel to correct any deficiency.

(d) *Record Keeping.* The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Counsel or to the extent otherwise provided in this Tax Agreement, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until three years following the final maturity of (1) the Lease or (2) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the City and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(e) *Advice and Opinions of Special Counsel.* The Compliance Officer is responsible for obtaining and delivering to the City any advice or Opinion of Special Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 8. Miscellaneous.

(a) *Form 8038-G.* Special Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Special Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City's records. The City agrees to timely execute and return to Special Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(b) *Single Issue.* The First Amendment to Lease will be executed and delivered on the Closing Date. No other debt obligations of the City (1) are being sold within 15 days of the execution and delivery of the First Amendment to Lease, (2) are being sold under the same plan of financing as the First Amendment to Lease, and (3) are expected to be paid from substantially the same source of funds as the First Amendment to Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(c) *No Federal Guaranty.* The payment of rental payments on the Lease is not, and the City will not permit the payment of rental payments on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(d) *Record Owner.* Pursuant to Code § 149(a), the City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person or entity entitled to the receipt of the rental payments on the Lease. Transfer of ownership of the Lease is effective only if entered in these records. Therefore, the Lease will be treated as delivered in "registered form," as required by Code § 149(a).

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(e) *Bank Qualified Tax-Exempt Obligation.* The City designates the First Amendment to Lease as a “qualified tax-exempt obligation” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the City reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the City (and all subordinate entities of the City) during the calendar year that the First Amendment to Lease is executed and delivered, including the First Amendment to Lease, will not exceed \$10,000,000; and

(2) the City (including all subordinate entities of the City) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the First Amendment to Lease is executed and delivered, including the First Amendment to Lease, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Special Counsel that the designation of the First Amendment to Lease as a “qualified tax-exempt obligation” will not be adversely affected.

(f) *Reliance.* The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the exclusion from federal gross income of the interest component of rental payments on the First Amendment to Lease and in preparation of IRS Form 8038-G.

(g) *Enforceability.* If any provision in this Tax Agreement or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Agreement, hereby make the foregoing certifications, representations, and agreements contained in this Tax Agreement on behalf of the City.

CITY OF ROLLA, MISSOURI

By: _____
Louis J. Magdits IV, Mayor

Acknowledged by Compliance Officer:

By: _____
Steffanie Rogers, Finance Director

EXHIBIT A

RENTAL PAYMENT SCHEDULE AND CALCULATION OF YIELD ON THE LEASE

Calculation of Debt Service Payments								
Date	Payment	Interest Accrued 2.95%	Payment of Current Interest	Payment of Prior Interest	Payment of Principal	Total Debt Service Paid	Prior Lease Interest Accrued	Principal Balance
11/20/2020							3,910.23	768,857.55
4/1/2021	91,948.85	8,253.47	8,253.47	3,910.23	79,785.15	91,948.85	-	689,072.40
10/1/2021	91,948.85	10,163.82	10,163.82	-	81,785.03	91,948.85	-	607,287.37
4/1/2022	91,948.85	8,957.49	8,957.49	-	82,991.36	91,948.85	-	524,296.01
10/1/2022	91,948.85	7,733.37	7,733.37	-	84,215.48	91,948.85	-	440,080.53
4/1/2023	91,948.85	6,491.19	6,491.19	-	85,457.66	91,948.85	-	354,622.87
10/1/2023	91,948.85	5,230.69	5,230.69	-	86,718.16	91,948.85	-	267,904.71
4/1/2024	91,948.85	3,951.59	3,951.59	-	87,997.26	91,948.85	-	179,907.45
10/1/2024	91,948.85	2,653.63	2,653.63	-	89,295.22	91,948.85	-	90,612.23
4/1/2025	91,948.76	1,336.53	1,336.53	-	90,612.23	91,948.76	-	0.00
Totals	827,539.56	54,771.78	54,771.78	3,910.23	768,857.55	827,539.56		

Proof of Lease Yield							
Date	Lease Issued	Lease Payments			Total	Investment Yield	
		Current Interest	Prior Interest	Principal		Present Value Factor @ 3.17122102%	Present Value to 11/20/2020
11/20/2020	(768,858)				(768,858)	1.0000000	(768,857.55)
4/1/2021		8,253.47	3,910.23	79,785.15	91,949	0.9886161	90,902.11
10/1/2021		10,163.82	-	81,785.03	91,949	0.9731852	89,483.26
4/1/2022		8,957.49	-	82,991.36	91,949	0.9579951	88,086.55
10/1/2022		7,733.37	-	84,215.48	91,949	0.9430421	86,711.64
4/1/2023		6,491.19	-	85,457.66	91,949	0.9283226	85,358.19
10/1/2023		5,230.69	-	86,718.16	91,949	0.9138327	84,025.87
4/1/2024		3,951.59	-	87,997.26	91,949	0.8995691	82,714.34
10/1/2024		2,653.63	-	89,295.22	91,949	0.8855280	81,423.28
4/1/2025		1,336.53	-	90,612.23	91,949	0.8717062	80,152.30
Total	(768,857.55)	54,771.78	3,910.23	768,857.55	58,682.01		(0.00)
						Lease Yield	3.17122%

IV.C.30.

EXHIBIT B
IRS FORM 8038-G

EXHIBIT C

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation financing the Financed Facilities:	This Annual Compliance Checklist is designed to cover that certain Lease with Option to Purchase Agreement dated as of March 1, 2005, between First State Community Bank, as lessor, and the City of Rolla, Missouri, as lessee, as amended by the First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020
Name of Compliance Officer:	_____, Finance Director
Period covered by request ("Annual Period"):	_____, 20__

Item	Question	Response
1 Ownership	For federal tax purposes, were the Financed Facilities owned by Lessee during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "No," was advice of Special Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax Compliance File. If No, contact Special Counsel and include description of resolution in the Tax Compliance File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2 Leases & Other Rights to Possession	Other than the Base Lease and the Lease, during the Annual Period, were the Financed Facilities subleased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax Compliance File. If No, contact Special Counsel and include description of resolution in the Tax Compliance File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facilities been assumed by or transferred to another entity (<i>i.e.</i> , has Lessee hired any organization to run or operate the Financed Facilities)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the Management or Service Agreement? If Yes, include a description of the advice in the Tax Compliance File. If No, contact Special Counsel and include description of resolution in the Tax Compliance File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facilities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax Compliance File. If No, contact Special Counsel and include description of resolution in the Tax Compliance File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Arbitrage Rebate and Yield Restriction Computations	1. Were all sale proceeds and Investment proceeds of the Lease spent on the Closing Date to refund the Original Lease and pay closing costs for the Lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	2. Has a sinking, reserve or replacement fund been created or established for the Lease? If "No" to Question 1 or "Yes" to Question 2, contact Special Counsel and incorporate report or include description of resolution in the Tax Compliance File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name of Compliance Officer: _____

Date Completed: _____

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITIES AND
FINAL ALLOCATION OF ORIGINAL LEASE**

Asset Description	Original Economic Life	Estimated Placed in Service Date	Elapsed Time from Issue Date	Estimated Remaining Economic Life	Total Cost	Economic Life x Total Cost
Renovations to City Hall	40	January-06	-14.89	25.11	2,485,000	62,398,350
					2,485,000	62,398,350
Less Land Costs and Capitalized Interest					-	
Net costs, excluding Land Costs and Capitalized Interest					2,485,000	
Average, Reasonably Expected Economic Life:		25.11	years			
120% of Original Economic Life	120%	30.13	years			

IV.C.34

EXHIBIT E

TAX COMPLIANCE PROCEDURE

LESSOR'S CLOSING CERTIFICATE

RELATING TO:

**FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT
DATED AS OF NOVEMBER 20, 2020
BETWEEN
FIRST STATE COMMUNITY BANK, AS LESSOR
AND
CITY OF ROLLA, MISSOURI, AS LESSEE**

The undersigned, a duly authorized officer of First State Community Bank ("**Lessor**"), does hereby certify and represent as follows:

*Capitalized words and terms used in this Certificate, unless the context requires otherwise, will have the same meanings as set forth in the Lease with Option to Purchase Agreement dated as of March 1, 2005 (the "**Original Lease**"), between Lessor, as lessor (and assignee of Bank of America, N.A.), and the City of Rolla, Missouri, as lessee ("**Lessee**"), as amended by the First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020 (the "**First Amendment to Lease**" and, together with the Original Lease, the "**Lease**"), between the Lessor and the Lessee.*

1. Lessor is a state banking corporation, duly organized and existing under the laws of the Missouri, and has full power and authority to enter into the First Amendment to Lease.

2. Lessor has held the Original Lease and entered into the First Amendment to Lease for its own account and has not acted as agent or principal for any person or entity. As of the date hereof, Lessor has not sold and has no present intention to sell any portion of the Lease to any person or entity.

3. The Original Lease has been refinanced through the execution and delivery of the First Amendment to Lease in a principal amount (\$768,857.55) equal to 100% of the outstanding principal amount of the Original Lease plus the costs of delivering the First Amendment to Lease.

4. The certifications and representations contained in this Certificate may be relied upon by any counsel rendering an opinion on the tax-exempt status of the Interest Portion of Basic Rent under the Lease ("**Special Tax Counsel**"); provided, however, that (a) the representations set forth in this Certificate are limited to factual matters only and nothing in this Certificate represents the Lessor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder and the Lessor is certifying only as to facts in existence on the date hereof and these certifications are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein, (b) the Lessor makes no representation as to the legal sufficiency of the representations of fact set forth herein and (c) the Lessor makes no representation as to any conclusions of law made by Special Tax Counsel.

DATED: November 20, 2020

FIRST STATE COMMUNITY BANK

By: _____
Name: _____
Title: _____

IV, C. 36.

LESSEE'S CLOSING CERTIFICATE

RELATING TO:

**FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT
DATED AS OF NOVEMBER 20, 2020**

**BETWEEN
FIRST STATE COMMUNITY BANK, AS LESSOR
AND
CITY OF ROLLA, MISSOURI, AS LESSEE**

The undersigned, Mayor and City Clerk, duly elected, qualified and acting as such, of the City of Rolla, Missouri (the "**City**"), do hereby certify as follows:

*Capitalized words and terms used in this Closing Certificate (this "**Certificate**"), unless the context requires otherwise, shall have the same meanings as set forth in the Lease with Option to Purchase Agreement dated as of March 1, 2005 (the "**Original Lease**"), between Lessor, as lessor (and assignee of Bank of America, N.A.), and the City of Rolla, Missouri, as lessee ("**Lessee**"), as amended by the First Amendment to Lease with Option to Purchase Agreement dated as of November 20, 2020 (the "**First Amendment to Lease**" and, together with the Original Lease, the "**Lease**"), between the Lessor and the Lessee.*

1. Transcript. The documents listed on the closing list included in the transcript constitute a full, true and correct transcript of all documents and proceedings in connection with the execution and delivery by the City of the hereinafter defined Amended Lease Documents.

2. Meeting. The City Council of the City met in regular session on November 16, 2020, at 6:30 p.m. Attached hereto as **Exhibit B** is a true and correct copy of the excerpt of minutes of said meeting of the City Council held on November 16, 2020, at which meeting a quorum of the City Council was present and acting throughout, and said excerpt of minutes remains in full force and effect. The notice of meeting, including instructions for how members of the public could access the meeting via television and internet, was (a) posted at least 24 hours (excluding weekends and holidays) prior to the commencement of the meeting on a bulletin board or other prominent place at City Hall, 901 N. Elm Street in Rolla, Missouri, which is the principal office of the City Council, as well as on the City's website and (b) made available at least 24 hours (excluding weekends and holidays) prior to the commencement of the meeting to any representative of the news media who requested the notice. Attached hereto as **Exhibit C** is a true and correct copy of the notice that was posted for the meeting.

3. Ordinance. Attached hereto as **Exhibit D** is a full, true and correct copy of the Ordinance authorizing the First Amendment to Lease with Option to Purchase Agreement and the Tax Compliance Agreement (collectively, the "**Amended Lease Documents**") and passed by the City Council on November 16, 2020. Said Ordinance has not been amended and is in full force and effect, and the City Council has, and at the time of the passage of said Ordinance had, full power and lawful authority to pass said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.

4. Authorization, Execution and Delivery of Amended Lease Documents. The Amended Lease Documents have been duly authorized, 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 of the City Council of

N. C. 37.

the City referred to in **Section 3** of this Certificate; the copies of the Amended Lease Documents contained in the transcript of proceedings relating to the authorization and delivery of the Lease are true, complete and correct copies or counterparts of the Amended Lease Documents as authorized, executed and delivered by the City, and are in substantially the same forms submitted to and approved by the City Council of the City at the meeting described in **Section 2** of this Certificate with only such changes therein as have been approved by the officer of the City executing the same; and the Amended Lease Documents have not been amended, modified or rescinded in any manner and are in full force and effect on the date hereof.

5. Compliance with Amended Lease Documents. The City has performed and complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof.

6. Incumbency. The following persons were and are now the duly qualified and acting members of the City Council or officials of the City at all times during the proceedings relating to the execution and delivery of the Amended Lease Documents:

<u>Name</u>	<u>Title</u>
Louis J. Magdits IV	Mayor
Terry Higgins	Councilmember Ward 1
Rachel Schneider	Councilmember Ward 1
Ann Murphey	Councilmember Ward 2
Matthew Crowell	Councilmember Ward 2
Lister Florence Jr.	Councilmember Ward 3
David Schott	Councilmember Ward 3
Jody Eberly	Councilmember Ward 4
John K. Meusch	Councilmember Ward 4
Carrolyn Bolin	Councilmember Ward 5
Marie Allen	Councilmember Ward 5
Deanne Lyons	Councilmember Ward 6
Christine Ruder	Councilmember Ward 6
Lorri Thurman	City Clerk
John Butz	City Administrator

The Mayor and City Clerk are hereby designated authorized signatories of the City, the signatures appearing at the end of this Certificate are the true and genuine signatures of such officers and such officers are duly authorized pursuant to the Ordinance referred to in **Section 3** to execute and deliver the Amended Lease Documents.

7. Representations and Warranties. The representations and warranties of the City contained in the Amended Lease Documents are true and correct on and as of the date hereof. All such representations and warranties, as well as those made herein, will be deemed to be for the benefit of the Lessor and the attorneys providing legal opinions in connection with the Lease.

8. No Default. No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, an Event of Default under the Base Lease or the Lease.

9. No Pecuniary Interest. To the City's knowledge, no member of the City Council of the City has any pecuniary interest, directly or indirectly, in any contract, employment, purchase or sale made, or to be made in connection with the proposed transaction contemplated in the Amended Lease Documents.

10. No Violation. To the City's knowledge, the City's execution and delivery of the Amended Lease Documents and the performance of the terms thereof by the City will not violate any provision of law, or any ordinance of the City, or any applicable judgment, order, rule or regulation, of any court or any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of or constitute a default under, any indenture, mortgage or other agreement or instrument to which the City is a party or by which it or its properties are bound.

11. Litigation. No litigation or other proceedings are pending or, to the knowledge of the undersigned, threatened in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) questioning or affecting the validity of the Amended Lease Documents, or (b) questioning or affecting the organization or existence of the City or the title to office of the officers thereof.

12. 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, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[Remainder of this page intentionally left blank.]

DATED: November 20, 2020.

Signature

Official Title

Louis Magdits IV

Mayor

Lorri Thurman

City Clerk

(Seal)

Lessee's Closing Certificate

EXHIBIT A
TO LESSEE'S CLOSING CERTIFICATE

CLOSING COSTS DISBURSEMENTS

<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
Gilmore & Bell, P.C.	Special Counsel Fee (including recording fee)	7,536.00

IV. C.41

EXHIBIT B
TO LESSEE'S CLOSING CERTIFICATE

EXCERPT OF MINUTES OF NOVEMBER 16, 2020 CITY COUNCIL MEETING

[See Attached]

EXCERPT OF MINUTES OF NOVEMBER 16, 2020 CITY COUNCIL MEETING

The City Council of the City of Rolla, Missouri, met in regular session on November 16, 2020, at 6:30 p.m. at City Hall, 901 N. Elm Street, Rolla, Missouri, and the following officials were present or absent, as indicated below:

<u>Name</u>	<u>Title</u>	<u>Present/Absent</u>
Louis J. Magdits IV	Mayor	
Terry Higgins	Councilmember Ward 1	
Rachel Schneider	Councilmember Ward 1	
Ann Murphey	Councilmember Ward 2	
Matthew Crowell	Councilmember Ward 2	
Lister Florence Jr.	Councilmember Ward 3	
David Schott	Councilmember Ward 3	
Jody Eberly	Councilmember Ward 4	
John K. Meusch	Councilmember Ward 4	
Carrolyn Bolin	Councilmember Ward 5	
Marie Allen	Councilmember Ward 5	
Deanne Lyons	Councilmember Ward 6	
Christine Ruder	Councilmember Ward 6	
Lorri Thurman	City Clerk	
John Butz	City Administrator	

The meeting was called to order by Mayor Magdits IV, roll was called and a quorum was declared present.

* * * * (Other Proceedings) * * * *

City Counselor Lance Thurman read the following proposed ordinance for its final reading by title:

AN ORDINANCE APPROVING A FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND FIRST STATE COMMUNITY BANK AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

On motion duly made and seconded, the proposed ordinance was considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

IV. 0.43.

Aye: _____.

Nay: _____.

Abstained: _____.

Thereupon, Mayor Magdits IV declared the proposed ordinance passed and said ordinance was numbered as Ordinance No. _____.

*** (Other Proceedings) ***

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There being no further business to come before the City Council at this time, upon motion duly made, seconded and carried, the meeting was thereupon adjourned.

[SEAL]

City Clerk

EXHIBIT C
TO LESSEE'S CLOSING CERTIFICATE

NOTICE OF NOVEMBER 16, 2020 MEETING OF THE CITY COUNCIL

[See Attached]

IV. C. 46

EXHIBIT D
TO LESSEE'S CLOSING CERTIFICATE

**ORDINANCE APPROVING FIRST AMENDMENT TO LEASE WITH OPTION TO
PURCHASE AGREEMENT**

[See Attached]

IV. C. 47

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPT. HEAD: Ron Smith, Fire Chief

ACTION REQUESTED: Motion

ITEM/SUBJECT: Fire Department SUV

BUDGET APPROPRIATION: \$45,000

DATE: November 16, 2020

On October 9, 2020 we went out for bids on **One (1) New 2021 model year, 4-wheel drive and/or all-wheel drive full size SUV/Utility Vehicle (Fire SUV)**

This purchase will replace the 2010 Ford Explorer of the Asst. Fire Chief. This vehicle has 93,000 miles.

The bid packets were emailed to 21 dealerships to include: Fairgrounds Chevrolet, Sakelaris Ford, Al West Chrysler, and Hutcheson Ford.

Additionally we ran one ad in the Rolla Daily News on Saturday, October 14, 2020.

Per the bidding instructions, the sealed bids were opened on Monday October 26, 2020 at City Hall. At that time, we received four bids. Below you will find the results:

Dealership	Make/Model	Total Bid	Did it meet bid specification
Don Brown Chevrolet State Bid	2021 Chevrolet Tahoe	\$37,966.00	Yes
Lindsey Ford	2021 Ford Expedition	\$38,930.00	No
Taylor Chrysler	2021 Dodge Durango	\$37,315.00	No
Hutcheson Ford	2021 Ford Police Utility AWD	\$38,223.00	No

The 2010 Ford Explorer will go into reserve status at Fire Station 2, and the 2000 Dodge 1500 Pickup will be sold on Gov. Deals once new vehicle arrives.

It would be my recommendation to accept the bid from Don Brown Chevrolet and purchase one 2021 Chevrolet Tahoe for \$37,966.00.

ITEM NO. VI. A.1.



J.A.A.

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866.358.1555

local calls: 314.644.4496

dcornock@adgraphix.net

2020.10.13

City of Rolla

Mayor's Task Force – COVID response (mandatory facial coverings)

Mayor's ad hoc Task Force Established:

There is hereby established a seven-member Task Force selected by the Mayor for a period not to exceed two months (November - December 2020). The Mayor shall serve as Chairperson to facilitate the discussion. The City Administrator shall act as Staff liaison (ex officio).

Mission:

The Task Force shall review current COVID trends and specifically review Ordinance No. 4567 set to expire on December 22, 2021 for purposes of considering the pros and cons of a mandatory facial covering ordinance along with several other risk mitigation strategies.

More specifically the Task Force will advise the City Council on the following:

- A) Review sample ordinances (Springfield, West Plains, Maryville)
- B) Review current and trending numbers on COVID for Phelps County and Missouri
- C) Make a recommendation whether to proceed with a mask mandate or not. If so,
 - a. Consider application of the mandate (identify exceptions)
 - b. Define the role of businesses and City with respect to compliance and further define the enforcement mechanism of both
 - c. Consider who is responsible for education, compliance and enforcement
- D) Consider whether occupancy restrictions are needed in high-risk activities (i.e. community events, private gatherings, restaurants/bars)

Selected Members:

- A) Mayor Lou Magdits
- B) City Council Reps: M-P-T Matt Crowell; Councilmembers Allen and Florence
- C) Community Health Rep: PCHD or PH
- D) Business Leader Rep: Chamber/RDBA (2)

Timeline:

- 1) Monday, November 9 – Task Force Formation
- 2) Meetings (at least 2) November 10 – 25
- 3) Monday, December 7 - Council report and recommendation
- 4) Monday, December 14 – Public Hearing?
- 5) Monday, December 21 – Council action Monday, December 21 – Council action

VI B.i.

WHEREAS: *Small Business Saturday is a nationwide campaign to cultivate business for small merchants on the Saturday after Thanksgiving. Small Business Saturday will stimulate economic growth for merchants in our community; and*

WHEREAS: *according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, and are responsible for 63 percent of net new jobs created over the past 20 years; and*

WHEREAS: *small businesses employ 48 percent of the employees in the private sector in the United States and small businesses form the backbone of our local economy, generating jobs and improving the quality of life for citizens; and*

WHEREAS: *Rolla, Missouri issued a total of 1,272 business licenses in 2020 including 744 businesses physically located inside the city limits. These businesses provide a reported 1,800 private sector jobs. The City of Rolla supports the efforts of local small businesses and recognizes the critical role they play in our community.*

NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim Saturday, November 28, 2020 as

"SMALL BUSINESS SATURDAY"

in the City of Rolla, Missouri, and I encourage all residents to recognize and support small businesses within our community by shopping at these establishments as a way to boost the local economy and strengthen our small business community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 24th Day of November In the Year of Our Lord, Two-Thousand Twenty.

MAYOR

VII.C.I.

