

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Tuesday, January 2nd, 2024; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: JOSHUA VROMAN, TERRY HIGGINS, MEGAN JOHNSON, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, STANLEY MAYBERRY, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Mayberry

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Minutes – December 5th, 2023
 - 2. Closed Session City Council Minutes – December 5th, 2023
 - 3. City Council Minutes – December 18th, 2023
 - 4. Closed Session City Council Minutes – December 18th, 2023
 - 5. Council Workshop Minutes – December 20th, 2023

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report – November 2023
- b. Building Codes monthly report – November 2023
- c. Municipal Court Summary Reporting for November 2023
- d. Police Department Monthly Report – November 2023
- e. Animal Control Division Report – November 2023
- f. Board of Public Works Minutes for October 24th, 2023
- g. The Centre Income Statement ending November 2023
- h. Park Advisory Commission Meeting Minutes for November 30,2023

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

V. **OLD BUSINESS** –

- A. **Ordinance** to enter into a Supervised Institutional Work Release Program Agreement with the Missouri Department of Corrections. (PW Director Darin Pryor) **Final Reading**

VI. **NEW BUSINESS** –

- A. **Resolution** to approve MOU for the “Highway V East Wastewater Facility Plan Funding Partners” (PW Director Darin Pryor) **Motion**
- B. **Ordinance** authorizing a Solar Ground Lease Agreement with Vichy Solar LLC. (PW Director Darin Pryor) **First Reading**
- C. **Ordinance** authorizing an agreement with IMS Professional Services for Pavement Condition Assessments. (PW Director Darin Pryor) **First Reading**
- D. **Resolution** authorizing the Mayor to execute the Legal Services Engagement Letter with Lauber Municipal Law. (City Administrator John Butz) **Motion**
- E. **Ordinance** calling for an April 2024 election on the 3% tax on adult-us marijuana. (City Administrator John Butz) **Discussion/First Reading**
- F. **Ordinance** calling for Ballot Issue to increase Hotel/Motel Tax from 3% to 5%. (City Administrator John Butz) **Discussion/ First Reading**

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

- A. **Motion** to award bid to McCoy Construction and Forestry of Cuba, Mo for a John Deere 410P Backhoe. (PW Director Darin Pryor)
- B. **Motion** to award bid to SAK Construction, LLC for Sanitary Sewer Lining and **Ordinance** the Mayor to enter into an agreement with same. (PW Director Darin Pryor) **Motion/First Reading**

VIII. **CITIZEN COMMUNICATION**

Tara Anura – regarding a December 22nd interview on Real Talk.

IX. **MAYOR/CITY COUNCIL COMMENTS**

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

XI. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (1) Legal

XII. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 5TH, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Matt Fridley, Lister Florence, Jaired Hall, Rob Kessinger, Kevin Greven, Stanley Mayberry and Tina Balch

Council Members Absent: Victoria Steen

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, City Planner Tom Coots, Environmental Services Director Roger Pankey, and City Counselor Carolyn Buschjost.

Mayor Louis J. Magdits IV called the meeting to order at approximately 6:30 p.m. and asked Councilman Rob Kessinger to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

A. Consider Approval of the City Council Minutes of:

1. City Council Minutes – November 6, 2023
2. Closed Session City Council Minutes – November 6, 2023
3. City Council Minutes – November 20th, 2023
4. Closed Session City Council Minutes – November 20th, 2023

A motion was made by Chirban and seconded by Greven to approve the minutes. A voice vote showed 11 Ayes, zero Nays, 1 Absent.

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report – October 2023
- b. Building Codes monthly report – October 2023
- c. Municipal Court Summary Reporting for October 2023
- d. Police Department Monthly Report – October 2023
- e. Animal Control Division Report – October 2023
- f. RMU financials and statistics for October, 2023
- g. The Centre Income Statement ending October 2023
- h. P&Z Commission Minutes for November 14th, 2023

December 5th, 2023

- i. Community Garden Exploratory Meeting Minutes for November 9th, 2023
- j. Board of Adjustment Minutes for November 2, 2023
- k. Airport Advisory Committee Minutes for August 3rd, 2023
- l. City of Rolla Financial Report ending October 2023

IV. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** – None

V. **OLD BUSINESS** –

- A. **Ordinance** to approve the vacation of a utility easement and alley at property addressed as 610 E 10th Street. (City Planner Tom Coots) During the discussion, it was discovered that there may be an error in the address. The address may need to read as 601 E. 10th instead of 610 E. 10th. City Counselor stated that the ordinance could be passed, subject to any Scribner’s errors. City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4773: AN ORDINANCE APPROVING THE VACATION OF AN ALLEY AND UTILITY EASEMENT AT 610 E 10TH STREET. A motion was made by Chirban and seconded by Vroman to approve the ordinance. A roll call vote showed the following: Ayes: Higgins, Greven, Vroman, Mayberry, Chirban, Balch, Johnson, Kessinger, Florence, Hall, and Fridley. Nays: none. Absent: Steen. It was later confirmed on the Assessor’s Website that the address should be 601 E 10th. The Ordinance will be corrected.

VI. **NEW BUSINESS** –

- A. **Ordinance** to approve Task Order #4 with Archer-Elgin to provide professional services to prepare plans and specifications for Pine Street Lighting. (Pw Director Darin Pryor) This agreement would develop a plan for increased lighting for pedestrian safety on Pine Street from Bishop to 12th Street. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: 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 CM ARCHER GROUP, P.C., DBA ARCHER-ELGIN FOR PINE STREET LIGHTING– TASK ORDER #4.

Note: Before presenting items B through G, City Administrator John Butz explained to Council the benefits of Technical Service Agreements. Smaller entities have difficulty finding someone to reliably do the work at an affordable price. The City acts as the fiscal agent for these entities and it generates \$30K-\$40K in revenue to the general fund that assists in funding the Finance Department’s overall expenses.

- B. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Rolla Public Library (expires 12-31-2026). (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA PUBLIC LIBRARY.

- C. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Rolla Rural Fire (expires 12-31-2026). (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA RURAL FIRE PROTECTION DISTRICT.
- D. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Shady Oaks Sewer District (expires 12-31-2028 when the sewer agreement expires). (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE SHADY OAKS SEWER DISTRICT (SHADY OAKS) AND THE CITY OF ROLLA.
- E. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Cedar Grove Sewer District (expires 12-31-2028). (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE CEDAR GROVE SEWER DISTRICT (CEDAR GROVE) AND THE CITY OF ROLLA.
- F. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and College Hills Sewer District (expires 12-31-2028 when the sewer agreement expires). (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE COLLEGE HILLS SEWER DISTRICT (COLLEGE HILLS) AND THE CITY OF ROLLA.
- G. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Phelps County Emergency Services Board (expires 12-31-2026). (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD.

VII. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion** to approve the purchase of vehicle equipment from Public Safety Upfitters for 8 Tahoes. (Police Chief Fagan) A motion was made by Vroman and seconded by Higgins to award the bid to Public Safety Upfitters, for \$59,976. A voice vote showed 11 Ayes, zero Nays, and 1 Absent.
- B. **Motion** to award bid for the purchase of 1000 poly refuse carts to Schaefer Carts. (Environmental Services Director Roger Pankey) A motion was made by Johnson and seconded by Kessinger to award the bid to Schaefer Carts for \$54,800. A voice vote showed 11 Ayes, zero Nays, and 1 Absent.

- C. **Motion** to award bids to Hutcheson Ford and Taylor Dodge for the purchase of multiple city vehicles. (PW Director Darin Pryor) Bids were received for a total of 6 trucks needed for various departments. A motion was made by Johnson and seconded by Vroman to award the bid for 4 trucks to Hutcheson Ford. A voice vote showed 11 Ayes, zero Nays, 1 Absent.
A motion was made by Greven and seconded by Johnson to award the bid for 2 trucks to Taylor Dodge. A voice vote showed 11 Ayes, zero Nays, 1 Absent.

VIII. **CITIZEN COMMUNICATION** - None

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A. **Update** on City Counselor Services – Mayor Magdits advised Council that a team (made up of City Administrator John Butz, Mayor Magdits, Councilman Jaired Hall, and Councilman Florence) interviewed the City Administrators for the cities of Independence, Sedalia, and Waynesville (current clients of the Lauber Municipal Law Group). Concerns from the team were shared regarding workflow vs cost, physical attendance to Council Meetings, and accessibility. All cities responded with positive experiences. Mayor Magdits stated the next step would be to consult with the law firm before recommending an appointment to City Council in 2 weeks.
- B. **Motion** to re-appoint Ted Read to the Board of Public Works for a 4 year term (exp. Aug 2027)
A motion was made by Vroman and seconded by Megan to approve the re-appointment. A voice votes showed 11 Ayes, zero Nays, and 1 Absent.
- C. Councilwoman Balch shared that food distribution would be on Wednesday from 10:00-noon and Saturday, December 16th from 8:00 – noon at the Phelps County Dream Center.
- D. Councilman Florence shared that the Optimist Club is set-up on Kroger’s parking lot for their annual Christmas Tree fundraiser.
- E. Councilwoman Johnson added that people will sometimes donate money so someone else can have a Christmas Tree. Ms. Johnson also shared the Christmas in the Park Light Display at Rolla Lions Club Park on December 7th – December 21st.
- F. Councilman Fridley asked about the Candidate filing dates. Mayor Magdits shared that filing opens on Tuesday, December 5th at 8:00 pm and would close at 5:00 pm on December 26th.
- G. Mayor Magdits brought of the previously discussed workshop. December 11th appears to conflict with schedules and an email will be sent out with an alternate date.

X. **COMMENTS FOR THE GOOD OF THE ORDER** - None

XI. CLOSED SESSION –

A. Closed Session per RSMo 610.021- (12) Contract Negotiations

At 7:30 a motion was made by Johnson and seconded by Chirban to go into closed session. A roll call vote showed the following: Ayes: Balch, Mayberry, Chirban, Greven, Vroman, Florence, Kessinger, Higgins, Hall, Johnson and Fridley, Nays: none Absent: Steen.

At 8:06 Council returned from closed session where one item regarding contract negotiations was discussed with no final action taken.

X. ADJOURNMENT –

Having no further business, the meeting adjourned at approximately 8:06 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

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**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 18TH, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Pro-Tem Lister Florence

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Matt Fridley, Lister Florence, Jaired Hall, Rob Kessinger, Kevin Greven, Stanley Mayberry, Tina Balch and Victoria Steen

Council Members Absent: None

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, Recreation Centre Director Marci Fairbanks, Parks Director Floyd Jernigan and City Counselor Carolyn Buschjost.

Mayor Pro-Tem Lister Florence called the meeting to order at approximately 6:30 p.m. and asked Councilman Kevin Greven to lead in the Pledge of Allegiance.

I. **PUBLIC HEARINGS** – None

II. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** – None

III. **OLD BUSINESS** –

Ordinance to approve Task Order #4 with Archer-Elgin to provide professional services to prepare plans and specifications for Pine Street Lighting. (Pw Director Darin Pryor) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4774: 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 CM ARCHER GROUP, P.C., DBA ARCHER-ELGIN FOR PINE STREET LIGHTING– TASK ORDER #4. A motion was made by Vroman and seconded by Johnson to approve the ordinance. A roll call vote showed the following: Ayes: Mayberry, Balch, Chirban, Greven, Vroman, Steen Kessinger, Florence, Hall, Johnson, Fridley and Higgins. Nays: none. Absent: none.

Ordinance to approve a Technical Service Agreement between the City of Rolla and Rolla Public Library. (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4775: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA PUBLIC LIBRARY. A motion was made by Higgins and seconded by Balch to approve the ordinance. A roll call vote showed the following: Ayes: Johnson, Fridley, Steen, Vroman, Higgins, Chirban, Balch, Greven, Kessinger, Florence, Hall, and Mayberry. Nays: none. Absent: None.

Ordinance to approve a Technical Service Agreement between the City of Rolla and Rolla Rural Fire. (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4776: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA RURAL FIRE PROTECTION DISTRICT. A motion was made by Vroman and seconded by Higgins to approve the ordinance. A roll call vote showed the following: Ayes: Hall, Mayberry, Chirban, Greven, Vroman, Steen, Kessinger, Higgins, Balch, Johnson, Fridley and Florence. Nays: none. Absent: none.

Ordinance to approve a Technical Service Agreement between the City of Rolla and Shady Oaks Sewer District. (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4777: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE SHADY OAKS SEWER DISTRICT (SHADY OAKS) AND THE CITY OF ROLLA. A motion was made by Greven and seconded by Higgins to approve the ordinance. A roll call vote showed the following: Ayes: Vroman, Florence, Steen, Greven, Higgins, Chirban, Fridley, Johnson, Kessinger, Mayberry, Hall, and Balch. Nays: none. Absent: none.

Ordinance to approve a Technical Service Agreement between the City of Rolla and Cedar Grove Sewer District. (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4778: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE CEDAR GROVE SEWER DISTRICT (CEDAR GROVE) AND THE CITY OF ROLLA. A motion was made by Chirban and seconded by Vroman to approve the ordinance. A roll call vote showed the following: Ayes: Fridley, Kessinger, Higgins, Greven, Vroman, Steen, Mayberry, Chirban, Balch, Johnson, Hall and Florence. Nay: none. Absent: none.

Ordinance to approve a Technical Service Agreement between the City of Rolla and College Hills Sewer District. (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4779: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE COLLEGE HILLS SEWER DISTRICT (COLLEGE HILLS) AND THE CITY OF ROLLA. A motion was made by Chirban and seconded by Balch to approve the ordinance. A roll call vote showed the following: Ayes: Steen, Chirban, Higgins, Vroman, Mayberry, Greven, Balch, Johnson, Kessinger, Florence, Fridley, and Hall. Nay: none. Absent: none.

Ordinance to approve a Technical Service Agreement between the City of Rolla and Phelps County Emergency Services Board. (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4780: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD. A motion was made by Balch and seconded by Higgins to approve the ordinance. A roll call vote showed the following: Ayes: Chirban, Balch, Mayberry, Greven, Vroman, Steen, Kessinger, Higgins, Hall, Florence, Fridley, and Johnson. Nays: none. Absent: none.

IV. **NEW BUSINESS** –

Ordinance to enter into a Supervised Institutional Work Release Program Agreement with the Missouri Department of Corrections. (PW Director Darin Pryor) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: 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 MISSOURI DEPARTMENT OF CORRECTIONS.

V. **CLAIMS and/or FISCAL TRANSACTIONS** – None

VI. **CITIZEN COMMUNICATION** - None

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. **Motion** to appoint Lauber Law Firm subject to contract for Legal Services. (Mayor Pro-Tem Lister Florence) A motion was made by Johnson and seconded by Higgins to approve the appointment of Lauber Law Firm for City Legal Services. A roll call votes showed the following: Ayes: Balch, Mayberry, Chirban, Greven, Vroman, Florence, Kessinger, Higgins, Hall, Johnson, Fridley, and Steen. Nays: none. Absent: none.
- B. Councilman Fridley mentioned the December 5th Housing Forum that discussed the need to increase housing to support the economic growth in Rolla. He also asked those considering to run for Council to make the growth of the community a priority.

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

- A. Parks Director Floyd Jernigan shared that recently, volunteers assisted Wreaths Across America place 550 wreaths on the graves of Veterans laid to rest at the Rolla City Cemetery.
- B. Mayor Pro-Tem Lister Florence reminded everyone that Candidate Filing for the April 2, 2024 General Municipal Election would be open until 5pm, December 26th.
- C. Centre Recreation Director Marci Fairbanks shared a video that showed the progression of the new training area at the Centre.
- D. Councilwoman Balch shared that March 6, 2024 is the last day to register to vote.
- E. City Administer John Butz shared with Council the passing of former Rolla City Administrator, Merle Strouse.

IX. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (3) Personnel (12) Contract Negotiations
At 7:11 a motion was made by Chirban and seconded by Kessinger to go into closed session. A roll call vote showed the following: Ayes: Mayberry, Balch, Chirban, Greven, Vroman, Steen, Kessinger, Florence, Hall, Johnson, Fridley, and Higgins.

At 8:13, Council returned from Closed session where personnel was discussed with no final action and another item of personnel was discussed where the final action will be available to the public within the next 72 hours. An item regarding contract negotiations was also discussed with no final action.

X. **ADJOURNMENT** - Having no further business, the meeting adjourned at approximately 8:14 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

ROLLA CITY COUNCIL
WORKSHOP MINUTES
WEDNESDAY, DECEMBER 20, 2023 6:00 P.M.
ROLLA CITY HALL
901 N ELM STREET
ROLLA, MO 65401

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Josh Vroman, Megan Johnson, Matthew Fridley, Lister Florence, Jaired Hall, Robert Kessinger, Kevin Greven, Victoria Steen and Tina Balch.

Council Members Absent: Terry Higgins, Stanley Mayberry and Nathan Chirban

Department Directors and other City Officials in Attendance: Finance Director Steffanie Rogers, Police Chief Sean Fagan, Fire Chief Jeff Breen, PW Director Darin Pryor, Centre Recreation Director Marci Fairbanks and Parks Director Floyd Jernigan

Mayor Louis J. Magdits, IV called the workshop to order at approximately 6:05 p.m. He explained the purpose of the meeting was to present Council with a ten year economic model to show probable outcomes based on reasonable assumptions and to discuss potential solutions to identified problems.

City Administrator John Butz started by explaining the breakdown of the 7.6% sales tax and how only 2.25% is allotted to the City of Rolla. Over 54% of the General Fund is from sales tax revenue; (\$6 million) whereas the Use Tax is projected to generate just over \$1 million. General sales tax revenue may stagnate or decline over time as sales continue to increase.

Other current sources of revenue consist of Municipal Court fees, 3% Motel Tax, Business License/Liquor License fees, and other fees and charges from building permit fees/zoning fees, animal control fees, and parking fees. Utility Gross Receipts Taxes and the Cigarette Tax continue to be declining sources of revenue. General Fund Revenues project a 2% annual growth, but may not keep up with general fund expenditures projected at 2-5%.

The goal for the unrestricted reserve balance of the General Fund is 25% of operating expenditures. The account is currently at 23% with a slow decline projected through 2028. By 2029, the account is projected to fall to 16% and be fully exhausted by 2032. A more sustainable funding source or cuts in General Fund services will be needed over the next 5-10 years.

Employee compensation costs are 70-75% of the general fund and Public Safety makes up for 77% of Total General Fund expenditures. Options to increase revenue were discussed, including reinstating personal property tax (rolled back in 1995 for capital improvement sales tax), restructuring existing taxes, and/or present to the citizens a tax on recreational marijuana. The Chamber of Commerce has requested that Council also consider asking voters to increase the Hotel & Motel Tax from 3% to 5% for tourism efforts.

Conflicting concerns were shared regarding both tax initiatives at the same time. Council discussed the pros and cons of each initiative.

A motion was made by Fridley and seconded by Greven for both issues seperately (Marijuana Tax and Hotel/Motel Tax) be presented in draft form for 1st reading at the January 2nd City Council Meeting. A roll call vote showed the following: Ayes: Vroman, Johnson, Lister, Fridley, Hall, Kessinger, Greven, Steen, and Balch. Nays: none. Absent: Higgins, Chirban and Mayberry.

At 8:00 pm, with nothing further to discuss the meeting was adjourned.

Minutes respectfully submitted by City Clerk, Lorri Powell

Mayor, Louis J. Magdits IV

City Clerk, Lorri Powell

NOVEMBER MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Nov 2023	Oct 2023	Nov 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Cardboard	108.0 ton	128.0 ton	130.0 ton	1,314.2 ton	1,374.4 ton	1,481.9 ton
Newspaper	18.1 ton	50.5 ton	38.5 ton	333.3 ton	420.6 ton	455.6 ton
High Grade Paper	0.0 ton	0.0 ton	21.5 ton	20.0 ton	63.5 ton	63.5 ton
Aluminum	0.0 ton	2.3 ton	2.5 ton	11.5 ton	16.1 ton	16.1 ton
Steel Cans/Scrap Metal	5.5 ton	3.7 ton	9.0 ton	50.2 ton	55.7 ton	69.7 ton
Plastic	0.0 ton	18.6 ton	17.0 ton	86.6 ton	98.2 ton	98.2 ton
Glass	0.0 ton	28.3 ton	0.0 ton	205.8 ton	201.7 ton	201.7 ton
Batteries	2.5 ton	1.0 ton	0.0 ton	5.2 ton	2.1 ton	2.1 ton
Electronic Waste	3.3 ton	3.1 ton	2.8 ton	30.6 ton	35.8 ton	39.3 ton
Household HW	1.1 ton	0.0 ton	0.0 ton	4.8 ton	0.0 ton	0.0 ton
TOTAL	138.5 ton	235.5 ton	221.3 ton	2,062.3 ton	2,268.1 ton	2,428.1 ton

SERVICES PROVIDED

Type of Service	Nov 2023	Oct 2023	Nov 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Special Pick-ups	43	37	44	481	596	639
Paper Shredding	1.8 hours	3.8 hours	4.5 hours	46.8 hours	55.0 hours	59.5 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	85	85	67	856	881	953

DISPOSAL TONNAGE

(Sanitation Division)

Material	Nov 2023	Oct 2023	Nov 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Refuse	1,549.5 ton	1,818.5 ton	1,243.5 ton	16,346.9 ton	15,137.4 ton	16,383.3 ton

Management Report
FISCAL YEAR 2024

November 2023

BUILDING PERMITS ISSUED	NOVEMBER FY 2024		NOVEMBER FY 2023		YTD FY 2024		YTD FY 2023		A CHANGE FY 23 - FY 24	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	50	\$ 5,014,983	23	\$ -	86	\$ -	59	\$ -	45.8%	
Electric, Plumbing, etc. Only	25	\$ -	16	\$ -	47	\$ -	32	\$ -	46.9%	
Single Family Detached	2	\$ 657,000	-	\$ -	4	\$ 1,081,000	1	\$ 290,000	300.0%	272.8%
Single Family Attached	4	\$ 488,000	-	\$ -	1	\$ 488,000	-	\$ -		
Duplexes	-	\$ -	-	\$ -	4	\$ 300,000	-	\$ -		
3-or-4 family	-	\$ -	1	\$ 540,000	-	\$ -	1	\$ 540,000	-100.0%	-100.0%
5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
Hotels, Motels	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Industrial	1	\$ 300,000	-	\$ -	2	\$ 2,900,000	-	\$ -		
Parking garages	2	\$ 170,000	-	\$ -	2	\$ 170,000	2	\$ 25,383	0.0%	569.7%
Service stations, repair garages	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Offices, banks, professional	-	\$ -	-	\$ -	-	\$ -	1	\$ 1,100,000	-100.0%	-100.0%
Public Works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Stores, customer	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Towers, antennas	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Signs, attached and detached	4	\$ 26,900	4	\$ 18,500	9	\$ 45,800	8	\$ 29,200	12.5%	56.8%
Commercial addition, remodel	5	\$ 67,600	1	\$ 20,000	7	\$ 124,600	6	\$ 222,684	16.7%	-44.0%
Commercial addition, remodel	7	\$ 3,305,383	1	\$ 112,000	10	\$ 4,615,383	7	\$ 744,000	42.9%	520.3%
Residential garage, carport	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, single family	-	\$ -	-	\$ -	-	\$ -	1	\$ -	-100.0%	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, all other	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Total Residential Units	6	\$ 1,145,000.00	4	\$ 540,000	10	\$ 1,869,000	5	\$ 830,000	100.0%	125.2%
EST. CONSTRUCTION COSTS		\$ 5,014,983		\$ 690,500		\$ 9,724,783		\$ 2,951,267	#DIV/0!	229.5%
Building Permit Fees		\$ 12,320		\$ 3,958		\$ 21,517		\$ 12,433	#DIV/0!	73.1%
FEES		\$ 33,120		\$ 7,708		\$ 54,817		\$ 24,433	#DIV/0!	124.4%
INSPECTIONS PERFORMED	NOVEMBER FY 2024	NOVEMBER FY 2023	YTD FY 2024	YTD FY 2023	FY 2023	FY 2024	FY 23 - FY 24	FY		
Building Inspections	172	95	355	214	214	66%				
Electrical Inspections	74	71	168	129	129	30%				
Excavation Inspections	0	0	0	0	0	#DIV/0!				
Plumbing Inspections	56	42	124	84	84	48%				
Mechanical Inspections	23	20	38	35	35	9%				
Code Inspections	231	170	511	356	356	44%				
Nuisance Inspections	57	106	130	197	197	-34%				
Business License Inspections	10	7	24	19	19	26%				
TOTAL INSPECTIONS	623	511	1350	1034	1034	31%				

Building	Elec.	Plumb	Mech.	Gen Com	Nuis.	BL	Daily #	NR	30 Day P	30 Day F	Grass P	Grass F	Trash P	Trash F	Abate Grass	Abate Trash	Summons	# of Inspect.	
11/1	8	4	2	1	12	3	0	30	0	1	2	0	0	0	0	0	0	0	3
11/2	7	6	2	2	10	4	1	32	0	1	0	0	0	0	0	0	0	0	3
11/3	9	5	2	0	12	2	0	30	0	0	0	0	0	0	0	0	0	0	3
11/6	7	0	1	0	7	5	0	20	0	3	1	0	0	2	0	0	0	0	2
11/7	16	10	4	1	18	6	0	55	0	0	2	0	0	0	0	0	0	0	2
11/8	16	1	16	0	24	3	0	60	0	1	1	0	0	0	0	0	0	0	2
11/9	17	2	3	0	19	4	0	45	0	0	0	0	0	0	0	0	0	0	2
11/13	6	2	3	3	10	4	0	28	0	3	1	0	0	0	0	0	0	0	2
11/14	4	3	1	2	6	0	1	17	0	0	0	0	0	0	0	0	0	0	1
11/15	6	2	3	1	9	0	0	21	0	0	0	0	0	0	0	0	0	0	2
11/16	6	1	3	0	10	0	0	20	0	0	0	0	0	0	0	0	0	0	2
11/17	5	3	2	1	10	0	0	21	0	0	0	0	0	0	0	0	0	0	1
11/20	8	4	2	1	11	10	0	36	0	0	0	0	0	0	0	0	0	0	3
11/21	13	5	1	1	16	4	3	43	0	0	1	0	0	0	1	0	0	0	3
11/22	5	6	1	0	9	2	1	24	0	0	0	0	0	0	0	0	0	0	2
11/27	7	3	4	2	11	3	1	31	0	2	1	0	0	0	0	0	0	0	3
11/28	12	4	0	1	9	2	1	29	0	1	1	0	0	0	0	0	0	0	3
11/29	10	8	4	3	14	3	1	43	0	1	0	0	0	0	0	0	0	0	3
11/30	10	5	2	4	14	2	1	38	0	1	1	0	0	0	0	0	0	0	3
								0											
								0											
								0											
172	74	56	23	231	57	10	623	0	14	11	0	0	2	1	0	0	0	0	0

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Rolla Municipal	Reporting Period: Nov 1, 2023 - Nov 30, 2023	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: RELAUUN SMITH		E-mail Address:		
Municipal Judge: James T. Crump				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		12	1,083	185
B. Cases (citations/informations) filed		3	363	19
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	31	10
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	234	1
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	43	3
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	308	14
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		15	1,138	190
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	27	1. # Issued during period		320
2. # Served/withdrawn during reporting period	55	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,064			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Nov 1, 2023 - Nov 30, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,762.50	Court Automation	\$442.40
Clerk Fee - Excess Revenue	\$362.40	Overpayment-E/R	\$34.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$11.17	Total Other Disbursements	\$476.40
Bond forfeitures (paid to city) - Excess Revenue	\$100.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$11,444.50
Total Excess Revenue	\$3,236.07	Bond Refunds	\$142.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$11,586.50
Fines - Other	\$5,998.00		
Clerk Fee - Other	\$456.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$68.20		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$486.27		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$14.06		
Law Enforcement Training (LET) Fund surcharge	\$138.00		
Domestic Violence Shelter surcharge	\$133.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$400.00		
Parking ticket revenue (including penalties)	\$38.50		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$7,732.03		

Rolla Police Department Monthly Report
YTD 2023

Part I Crimes

Calls that result in written reports are processed through the department's Records Management System (RMS) and ultimately reported to the MSHP and FBI. Beginning in 2020, we transitioned from the FBI's Uniform Crime Report (UCR) method, which counted only the most serious crime from each incident, to the National Incident-Based Reporting System (NIBRS), which counts each of the offenses per incident separately. NIBRS is now considered the FBI's standard method of reporting. The FBI has historically classified eight of the most serious offenses as "Part I Crimes" (these totals are somewhat fluid as investigations and report processing are not limited to monthly time frames):

	<u>Criminal</u>			<u>Felony</u>						<u>Change from</u>
	<u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Previous Yr</u>
November	0	1	0	4	7	41	3	0	56	
YTD 2023	0	8	6	48	74	474	50	5	665	
2022	0	7	6	93	118	526	45	4	799	-1.48%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%
2019	0	16	6	87	164	604	46	4	927	14.59%
2018	0	30	7	84	102	547	34	5	809	-5.49%

Overdoses

The following data pertain to calls for service responded to by the Rolla Police Department in which an overdose was known or suspected. It is not an accurate representation of all overdoses occurring in Rolla, as these incidents aren't always reported since Narcan is available over-the-counter. Also, in many circumstances, law enforcement may not be called on to respond, as an overdose could be reported as a medical call, or the patient could be transported to the hospital by family/friends. Note the "Narcan Administered" column is ONLY for Narcan administered by RPD. Therefore, it cannot be used as a representation of the # of Narcan uses per overdose incident, as many times another responding agency (Fire, EMS, other LE) administers the Narcan. We do not have statistics for those agencies. Overdose Deaths are those deaths in which it is immediately known an overdose was involved. There is potential for this total to change as death investigations and/or lab results are finalized.

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
November	3	3	0
YTD 2023	97	36	8
2022	132	42	11

Rolla Police Department Monthly Report

YTD 2023

Calls for Service

"Calls for Service" refers to the general daily activity of the officers - and dispatchers, in some situations - of the Rolla Police Department, as recorded in the Computer Aided Dispatch (CAD) system. Each incident handled by one or more of those individuals, whether in response to a citizen's request for assistance, self-initiated by an officer, or scheduled, is recorded as a single "Call for Service". Call types are assigned based on the initial circumstances presented to the dispatcher and, therefore, should not be considered a reflection of the full nature of the call. "Calls for Service" should also not be mistaken for "Reports Taken".

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Abandoned/Recovered Property	11	13	17	19	21	31	18	19	13	15	14		191	230	-16.96%
Abandoned Vehicle	26	15	16	14	22	27	35	31	18	22	13		239	222	7.66%
Accident - Fatality	0	0	0	0	0	0	0	1	0	0	0		1	0	#DIV/0!
Accident - Injury	11	17	15	19	18	16	9	22	19	21	28		195	199	-2.01%
Accident - Leave The Scene	5	16	23	6	14	9	17	15	21	20	15		161	172	-6.40%
Accident - No Injury	40	41	34	39	26	40	21	37	39	49	46		412	479	-13.99%
Accident - Private Property	22	16	13	20	26	24	25	24	26	20	15		231	264	-12.50%
Accident - Road Blocked	7	2	10	9	3	8	2	4	5	1	2		53	65	-18.46%
Adult Abuse	1	0	0	0	0	0	0	1	0	1	0		3	3	0.00%
Alarm LE	68	63	68	79	65	60	74	84	73	67	55		756	761	-0.66%
Animal Bite/Attack	2	0	1	4	3	2	3	4	3	2	2		26	41	-36.59%
Animal Control	93	75	86	120	135	145	134	103	103	107	81		1,182	1,354	-12.70%
Arson	0	0	0	0	0	0	0	0	0	0	0		0	0	#DIV/0!
Assault	14	8	6	8	15	12	10	8	17	12	9		119	171	-30.41%
Assist Agency Non-LEA	81	64	74	61	60	71	72	72	89	63	61		768	790	-2.78%
Assist Citizen	6	7	6	2	5	13	5	9	9	7	4		73	77	-5.19%
Assist LEA	10	13	11	13	9	16	18	14	12	13	10		139	165	-15.76%
Assist Motorist	25	18	26	18	23	40	24	31	22	34	23		284	287	-1.05%
Bomb Threat	0	0	0	0	0	0	0	0	1	0	0		1	4	-75.00%
Building Lockout	1	0	0	1	2	1	4	3	0	1	0		13	7	85.71%
Burglary	11	9	7	15	14	11	11	14	10	11	10		123	163	-24.54%
Business/Building Check	205	227	202	161	180	167	164	179	158	170	204		2,017	3,008	-32.95%
Call for Police	61	60	62	44	52	53	55	33	45	36	41		542	709	-23.55%
Check Well Being	97	96	107	129	133	122	133	153	109	108	109		1,296	1,308	-0.92%
Child Abuse	1	2	3	2	4	1	0	1	2	2	1		19	30	-36.67%
Child Exploitation/Pornography	2	0	0	0	0	0	0	0	0	1	0		3	0	#DIV/0!
Confidential Investigation	0	0	0	0	0	0	0	0	0	0	0		0	2	-100.00%
Conservation Violation	0	0	0	1	0	0	0	0	0	0	0		1	1	0.00%
Court	10	10	6	11	11	5	2	7	5	9	12		88	111	-20.72%
Crossing Guard (Officer coverage)	5	3	2	5	3	0	0	1	14	3	3		39	54	-27.78%
CWB 911 Hangup	209	228	269	315	402	474	294	287	239	268	225		3,210	2,149	49.37%
Death	1	0	0	0	1	0	0	1	0	2	0		5	16	-68.75%
Destruction of Property	15	18	16	19	13	18	27	10	15	15	21		187	202	-7.43%
Disturbance-Fireworks	0	0	0	0	1	8	27	3	0	1	0		40	38	5.26%
Disturbance-Liquor	2	0	0	0	1	0	0	0	0	0	0		3	10	-70.00%
Disturbance-Other	71	57	77	67	65	62	63	60	60	65	52		699	758	-7.78%
Domestic Violence	25	33	32	48	35	41	42	46	36	44	49		431	453	-4.86%
Driving While Intoxicated	6	10	9	7	11	12	9	13	16	17	13		123	102	20.59%
Drown/Water Rescue	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Drug Paraphernalia	6	11	10	8	6	15	12	14	10	13	5		110	107	2.80%
Escape	0	0	0	0	0	0	0	0	1	0	0		1	0	#DIV/0!
Escort - Bank	0	1	0	0	0	0	0	0	0	0	1		2	1	100.00%
Escort - Courtesy	12	9	5	5	9	6	5	11	11	5	11		89	60	48.33%
Escort - Funeral	12	4	11	4	6	10	9	10	11	11	11		99	71	39.44%
Exparte Violation	14	3	13	5	9	5	4	12	3	5	3		76	76	0.00%
Field Interview	49	35	24	42	55	62	88	62	75	46	33		571	629	-9.22%
Fight	5	1	3	2	5	6	5	10	7	4	4		52	50	4.00%
Fingerprints	0	4	3	5	10	5	5	12	20	6	5		75	60	25.00%
Follow-up	117	128	164	119	150	108	144	143	105	123	118		1,419	1,328	6.85%
Foot Patrol	0	1	1	1	0	0	0	0	1	1	0		5	12	-58.33%
Forgery-Counterfeiting	1	0	1	6	2	6	7	6	1	2	4		36	10	260.00%
Found Body	0	1	1	1	0	0	0	0	0	0	0		3	1	200.00%
Fraud - Checks/Credit Card	14	19	27	17	25	24	19	22	19	14	22		222	220	0.91%
Harassment	30	19	19	22	24	33	20	13	16	19	16		231	280	-17.50%
Identity Theft	3	3	5	6	0	3	0	1	2	6	3		32	14	128.57%
Information Request	331	322	360	281	307	361	346	365	356	364	301		3,694	3,109	18.82%
Intoxicated Person	6	5	11	5	6	7	7	11	10	5	11		84	109	-22.94%
Jail Incident	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Juvenile Complaint	9	20	17	13	19	10	10	8	8	12	8		134	149	-10.07%
Keep the Peace/Standby	9	8	12	15	11	11	7	8	15	14	7		117	156	-25.00%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Kidnapping	2	0	0	0	0	1	0	0	0	0	0	0	3	3	0.00%
Leave without Pay	0	2	0	0	0	0	0	0	1	2	0	0	5	6	-16.67%
Liquor Violation	0	1	0	0	0	0	0	0	0	0	0	0	1	2	-50.00%
Littering/Dumping	4	0	3	0	0	6	7	3	2	2	1	0	28	52	-46.15%
Loitering	2	2	1	2	8	4	5	6	9	2	5	0	46	97	-52.58%
Lost or Stolen Property	7	11	10	4	8	9	7	7	13	9	6	0	91	70	30.00%
Loud Noise Complaint	24	17	33	32	29	21	6	27	33	49	24	0	295	274	7.66%
Malicious Mischief	1	1	4	3	5	1	3	1	1	0	2	0	22	15	46.67%
Mental Health	28	15	16	22	28	24	24	28	25	30	23	0	263	329	-20.06%
Missing Person	4	4	7	9	7	8	6	5	4	10	8	0	72	86	-16.28%
Murder	0	1	0	0	0	0	0	0	0	0	0	0	1	0	#DIV/0!
Narcotics Violation	14	21	14	14	15	18	29	11	17	16	16	0	185	248	-25.40%
Negotiation Callout	0	0	0	0	0	0	0	0	0	0	0	0	0	2	-100.00%
No Business License	0	0	1	0	0	0	0	0	0	0	0	0	1	1	0.00%
Open Door	7	4	3	3	10	5	7	10	3	2	3	0	57	87	-34.48%
Other	0	0	0	0	0	0	0	0	0	0	1	0	1	0	#DIV/0!
Overdose	8	6	5	2	9	10	6	11	13	12	5	0	87	100	-13.00%
Paper Service	14	22	32	24	19	16	18	23	20	13	15	0	216	277	-22.02%
Prisoner Transport	8	0	4	1	0	0	0	1	1	3	0	0	18	19	-5.26%
Property Damage-Non Criminal	1	1	0	3	3	1	1	1	0	0	0	0	11	14	-21.43%
Prostitution	0	0	0	1	0	0	0	0	0	0	0	0	1	3	-66.67%
Prowler	1	1	6	0	2	7	4	4	5	4	6	0	40	46	-13.04%
Public Indecency	0	2	2	4	3	2	4	4	2	0	5	0	28	11	154.55%
Public Relations	3	4	11	7	9	5	8	6	14	13	17	0	97	124	-21.77%
Pursuit	0	0	1	1	0	1	0	1	0	0	0	0	4	3	33.33%
Rape/Sexual Assault	2	0	1	1	1	1	2	2	2	4	1	0	17	9	88.89%
Robbery	2	0	0	0	0	0	0	0	1	0	0	0	3	4	-25.00%
Runaway	7	3	6	8	10	9	17	10	10	10	7	0	97	85	14.12%
Search Warrant	2	1	1	2	0	1	0	0	1	0	0	0	8	7	14.29%
Vacation/Security Check	18	2	11	11	22	43	43	20	34	19	25	0	248	235	5.53%
Selective Enforcement	0	0	0	0	0	0	0	0	0	1	0	0	1	1	0.00%
Sewer Alarm	0	0	1	0	1	0	1	0	2	0	0	0	5	4	25.00%
Sex Offenses	3	2	6	1	5	4	0	3	2	3	2	0	31	55	-43.64%
Shots Fired	0	3	3	6	3	1	3	2	7	2	4	0	34	43	-20.93%
Soliciting	2	4	1	2	1	1	3	0	1	1	1	0	17	21	-19.05%
Stabbing	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0.00%
Stabbing or Shooting with Injury	2	0	0	0	0	0	1	0	0	0	0	0	3	7	-57.14%
Stalking	3	0	2	0	1	0	1	2	1	1	3	0	14	5	180.00%
Stealing	61	58	107	75	93	60	64	65	65	76	69	0	793	875	-9.37%
Stolen Vehicle	9	9	14	12	5	8	12	9	5	2	9	0	94	82	14.63%
Suicide	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0.00%
Suspicious Activity	100	81	61	80	86	88	89	104	87	79	71	0	926	1,034	-10.44%
Suspicious Package/Item	1	0	0	2	1	0	1	2	0	1	0	0	8	3	166.67%
SWAT Callout	0	0	0	1	0	0	0	0	0	0	0	0	1	4	-75.00%
Tampering	4	2	5	4	5	1	5	8	10	8	5	0	57	66	-13.64%
Telephone Harassment	6	11	19	14	18	8	11	13	10	19	17	0	146	116	25.86%
Tow Sticker Expired	17	14	12	5	12	13	22	18	8	8	7	0	136	169	-19.53%
Traffic Complaint	109	130	130	125	129	128	167	145	134	135	126	0	1,458	1,619	-9.94%
Traffic Stop	401	350	282	349	219	290	240	273	251	197	201	0	3,053	3,977	-23.23%
Trespassing	56	42	36	45	65	46	54	49	41	42	37	0	513	654	-21.56%
Try to Contact	6	14	9	20	18	14	13	9	16	13	10	0	142	167	-14.97%
Vehicle Identification	35	38	25	49	39	31	41	33	40	27	26	0	384	552	-30.43%
Vehicle Lockout	2	3	1	1	0	0	3	3	5	2	0	0	20	27	-25.93%
Vehicle Repossession	8	8	2	7	2	7	4	11	4	3	5	0	61	52	17.31%
Veterinary Call	3	3	1	5	6	2	0	2	6	1	0	0	29	66	-56.06%
Weapons Violation	3	5	4	3	7	5	6	5	6	4	1	0	49	57	-14.04%
Totals	2,752	2,613	2,778	2,774	2,921	3,061	2,924	2,935	2,762	2,682	2,446	0	30,648	32,716	-6.32%

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ANIMAL CONTROL MONTHLY TOTALS

November 2023

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
	Domestic						
City of Rolla	7	6	1	7	21	371	428
Rolla Area	2	0	0	0	2	28	13
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	1
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	1	8
Ft. Leonard Wood	0	0	0	0	0	0	0
Monthly Total	9	6	1	7	23		
2023 YTD Total	174	67	3	156		400	
2022 YTD Total	232	78	1	139			450
Total Phelps County	2	0	0	0	2	29	18

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
	Domestic						
Animals Adopted ①	2	1	0	0	3	87	130
Animals Claimed	4	0	1	0	5	83	90
Euthanized(III/Injured)	0	0	0	3	3	16	10
Euthanized(Dangerous)	2	1	0	0	3	28	38
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	4	0	4	8	98	75
Transferred to Rescue ③	0	0	0	0	0	1	8
Wildlife Relocated	0	0	0	0	0	71	50
Other (died at shelter)	1	0	0	0	1	3	2
Monthly Total	9	6	1	7	23		
2023 YTD Total	168	58	3	158		387	
2022 YTD Total	213	80	1	109			403

ADDITIONAL STATISTICS

	Monthly Total	2023 YTD Total	2022 YTD Total
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%
PR Programs	2	7	11
Calls for Service	71	1,236	1,247
Written Warnings	0	0	0
Citations	0	6	22
Total Incinerator Hours	0	0	159

REGULAR SESSION – October 24, 2023

~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:31 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President, Nick Barrack presiding. The following were present:

- Board members: President, Nick Barrack
- Vice President - vacant
- Secretary, Dr. Wm. E. Showalter
- Vice Secretary, Ted Read (by teleconference)
- RMU Staff: General Manager, Rodney P. Bourne, P.E.
- Engineering Manager, Chad Davis, P.E.
- Finance Manager, Gwen Cresswell
- Business Manager, Jason Grunloh
- Electric Superintendent, Eric Lonning
- Water Superintendent, Jason Bell

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Megan Saylor.

* * * * *

The Board began the meeting with Staff Reports until Ted Read could join the meeting. Read joined the meeting via teleconference after the General Manager's Report at 5:00 p.m. Votes were taken following his arrival.

I. APPROVAL OF MINUTES

Read made a motion, seconded by Showalter, that the minutes of the October 3, 2023 Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

V. STAFF REPORTS

A. FINANCE MANAGER'S REPORT (presented by Cresswell)

1. The Board received the Statement of Income & Expenses reports for September 2023 (FY23) noting the financial statement in the packet are prior to audit.

Cresswell reviewed September reports (FY23):

Month-to-Date comparison of September 2023 to September 2022

- September shows operating income of \$2,996,000 which is about \$287,000 more than last September. Our operating income for the fiscal year is \$31,241,000 which is slightly less than last year.
- Purchased power expenses for the month of September were \$1,830,000 which is up about \$111,000 from September 2022. Year-to-date purchased power is \$22,017,000 which is an overall increase of about \$384,000 over last year. We have purchased about 277,000 less kWh through August of 2023 compared to 2022 and our average cost per MWH is up \$2.67/MWH. The year-to-date kWh purchased in FY2023 is 295,918,900 compared to FY2022 which was 296,195,500 kWh. The all-in cost per MWH for FY2023 is \$67.53 compared to FY2022 which was \$64.86/MWH.
- Total operating expenses for September were \$2,654,000 which includes purchased power. This is about \$125,000 over September 2022 and up \$731,000 for the year.
- This gives us a total operating gain for the month of \$342,000 and an operating loss of \$914,000 for the year. Our Electric department is showing an operating loss of \$1,241,000 for the year and the Water department is showing an operating gain of \$373,000.
- After our quarterly interest deposit and some contractor mains accepted by RMU, we concluded the year prior to audit with an overall net gain of \$804,996 for Fiscal Year 2023.

2. Cresswell presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for September 2023.

Read made a motion, seconded by Showalter, that the financial reports be approved as presented and forwarded to the City. Motion passed unanimously.

B. BUSINESS MANAGER'S REPORT (presented by Grunloh)

1. Operations Software Update

Grunloh updated the Board on the ongoing process of converting to Edmunds Govtech, the new operating software. The first big data pull took place the previous week. Data related to accounting, HR, and inventory was transferred. We are still on track to go live around the first of the year with accounting, HR, and inventory with billing and customer information data to follow in late February or early March.

2. Safety Awards Banquet

Grunloh reminded the Board about the annual Safety Awards Banquet on November 3, 2023 at Hasselmann Alumni House. Doors open at 6:00 p.m. with dinner beginning around 7:00. Board members are invited to attend. Grunloh reiterated the banquet recognizes the importance of safety in our daily work. We expect a good turnout of employees, retirees, and current and former Board members.

3. Public Power Cookout

Grunloh reported the Public Power cookout took place October 4th. Grunloh thanked Nick Barrack and USA Tours for allowing us to move the celebration down the street to their garage on such short notice due to rain. The USA Tour's staff worked quickly to get the bus garage ready to host a public event. Additionally, Bourne thanked Legends Bank for allowing RMU to use their charcoal grill. There was a great turnout despite the weather not cooperating.

C. OPERATIONS MANAGER'S REPORT (presented by Davis)

1. Updates on:

a. Development Review Committee Meetings (DRC)

Davis noted the DRC meeting on October 17th had two items on the agenda.

- ZV23-03 - RMU was neutral regarding a barbed wire fence at 1000 N. Oak Street.
- SUB23-04 – Vacation of an alley between 10th, 11th, Maple and Iowa Streets and certain easements; and a minor subdivision to combine four lots and vacated alley into one lot at 601 E. 10th Street. RMU was neutral concerning the combining of the four lots. RMU does encourage retaining the 5-foot-wide portion on the western easement 378-289 as a utility easement. Additionally, although there is no RMU infrastructure in the alleyway, RMU encourages retaining the 12-foot-wide of the west-east running alleyway as a public utility easement.

b. Current RMU projects

Davis highlighted work projects listed on the Operation Manager's Report. A complete list with details of all electric and water projects was included in the Board packet.

- Rolla Senior Apartments at 1101 McCutchen – replacement of underground primary and conversion from 4kV system to 12kV system.
- Crews finished work at Tower Road Substation. Failure occurred on January 30, 2023. After a lengthy wait on parts, and scheduling conflicts, the work was finally completed a couple weeks ago.
- MO S&T South Substation – Davis reported their south substation has been energized and the campus is being supplied from that location as of October 5th.
- MO DNR inspected our air operating permit for generating units on October 5th. We have received a letter from them and are found to be in compliance.
- Davis highlighted water projects from the Operation Manager's Report. The replacement of old water main on Avon Court is on a brief hold due to a blowout on Vienna Road. The replacement of old water main on Vienna Road is in progress and almost complete. Major street repair needed to be completed so we needed to get that project completed before the winter weather arrives.
- Davis reported that a September 29th invoice for asphalt repairs for patching the road after water system repairs and improvements came to a total of \$54,204.

2. Leak Detection Survey Summary

The Leak Detection Survey was conducted in October by Westrum Leak Detection utilizing the latest leak detection correlation technology to pinpoint suspected leakage in the system. The cost of the survey was a little under \$17,000. Eight leaks of various sizes were identified from the survey – three water main leaks, one service line leak and four hydrant leaks. The cost over one year from those eight leaks would equal \$26,280 which justifies the expense of having the survey done. A few of those leaks have already been fixed and work is underway to fix the remaining ones.

3. Nagogami Pressure Zone

Davis updated the Board on the Nagogami Pressure Zone project in the northwest area of Rolla in the vicinity of White Columns Drive, Collegiate Drive, Fraternity Drive and Spruce Drive. RMU staff has worked with the university and Cochran to develop a project scope and a design that would include the construction of two new booster pump stations. The design would require at least one pumping station to be always in operation to provide the higher operating pressure in the planning area. One pump station would also include a fire pump to meet fire flow demands. The replacement of older RMU water mains in that area is also included in the project. The preliminary estimate for the project is \$4.5 million. RMU has provided cost sharing concepts to the university and we are waiting to hear back from them. The goal is to have information presented at the November 28th Board meeting with the potential to request action by the Board to move forward on this project.

D. GENERAL MANAGER'S REPORT *(presented by Bourne)*

1. MPUA/MoPEP Update

a. State Capitol Visit

Bourne reported that he testified at the State Capitol on Thursday, October 19th at the Task Force for Distributed Energy Resources and Net Metering. This Task Force was created by the legislature to primarily study net metering in the state, whereas the state statute has remained unchanged since inception in 2007. Greg Beavers, Farmington City Administrator, is on the Task Force representing municipal utility interests. Bourne's testimony primarily covered Net Metering and Solar Energy with a focus on consumer protections as they relate to installation issues we have seen in Rolla.

b. Grain Belt Modification

Bourne discussed the recent filing by Invenenergy to relocate and increase the size of the inverter station in Missouri which has been approved by MoPSC. The inverter will now be located near Moberly and the capacity was increased from 500MW to 2,500MW.

c. MoPEP Items

- Iatan 2 refinancing was completed. About \$6 million in savings, of which 30% is MoPEP's share.
- Demand Side Resources - Discussion on Demand Voltage Regulation, Thermostats and Energy Efficiency incentives. Demand Voltage Reduction can reduce system distribution losses by adjusting substation voltages based on end-of-line voltage signals. This typically requires an AMI system to obtain real time signals. A customer-controlled thermostat program would allow us to control customer thermostats (who voluntarily sign up for the program) during peak load periods. These programs are currently widely implemented by the IOUs. One vendor can also operate EV charging control through the same software. Also discussed were various Energy Efficiency incentive programs. No action was taken by MoPEP.
- A template PURPA agreement was approved which would allow a five-year agreement between Missouri Electric Commission (MEC) and Qualifying Factor (QF) owner. It requires interconnection agreement with the participating utility. Under the template, QF owner sells all generation to MEC and hometown utility supplies all energy and capacity to the customer. More details to come.

2. Miscellaneous

Bourne reported that he will be traveling to D.C. in early November to attend the fall APPA DEED meeting. The DEED Board will be visiting the Department of Energy along with reviewing DEED applications for grants, internships, and scholarships. Bourne will also attend the APPA Legislative Rally in D.C in February.

Bourne gave a tour of MEC's Rolla Solar Farm to a High School class from Licking earlier this month. They were visiting Missouri S&T and MoSci in Rolla and took the opportunity to check out the project and learn about solar energy. Bourne has offered to visit their class to go into more detail about energy issues if they desire.

Bourne reported there are four City Council members and our two local State Representatives interested in touring Prairie State Energy Campus in November or December this year. He has just started working with MPUA to see if we can accommodate them. Bourne invited Board members who have not been to attend the tour as well.

V. UNFINISHED BUSINESS

A. Building Expansion – Phase 2 Architectural Proposal

Cresswell presented a proposal from Archimages for Phase 2 of the building expansion project, which was included in Board packets. Phase 2 includes design development, construction documents, bidding & construction administration services. The price for the basic services of this agreement is not to exceed \$589,750 with optional service of Furniture Coordination at \$14,500 and Signage Coordination at \$9,500 for a total of \$613,750. Cresswell noted that we requested the building be bid out to contractors in two sections. The architect mentioned that there is a lot of overlap between the new and remodeled space and writing the specs for two bids would be difficult; however, they have given us an optional price for this service of an additional \$87,500. Cresswell pointed out the guaranteed maximum fee structure for the Phase 2 services. If at the end of the process, Archimages has not utilized the entire fee, it will result in a cost savings to RMU. Staff recommend approval of the Phase 2 agreement with Archimages. Showalter made a motion, seconded by Read, to approve the Phase 2 Agreement with Archimages for a total of \$613,750.00 Motion passed unanimously.

VI. NEW BUSINESS

A. Water Main Construction Fees

Cresswell pointed out that when approving the budget for FY2024, the proposed changes to allowances and fees for water main construction were omitted. The pipe allowance for water main extension has increased, as well as fees for water tapping. Staff recommends approving the updated Allowance and Fees for Water Main Construction. Read made a motion, seconded by Showalter, to approve the Allowance and Fees for Water Main Construction. Motion passed unanimously.

B. Health Insurance Premiums - GBS

Bourne mentioned that the Board had approved our FY2024 insurance renewal with Group Benefit Services (GBS) at last month's meeting. Bourne reported that as of the end of September, we have a 78% loss ratio. Last year, RMU

added \$50,000 to the plan and an additional \$50,000 in October over and above the current rates to replenish the reserve fund. GBS recommends increases to the premiums for Health and Vision Insurance in FY2024. The proposed employee contribution for health insurance for employee only would increase to \$25 per pay period which is an increase of \$10 per month. The proposed rate for vision insurance would be an overall increase of \$5.34 per month for employee only. Also, for FY2024 we have added a benefit enhancement to our Long-Term Disability. The benefit level was raised from 60% of salary to 70% with an increase of coverage from \$60,000 up to \$100,000 all while keeping the same rate. Staff recommends approving the proposed rates for FY2024 insurance premiums, which were included in Board packets. Showalter made a motion, seconded by Read, to approve the FY2024 Insurance Premiums as presented. Motion passed unanimously.

C. **Mini Excavator Purchase**

Bourne presented the three quotes that RMU received for a mini excavator utilizing the Sourcewell contract, noting that \$80,000 is in the FY2024 budget for this item. After reviewing the quotes, staff recommends approval to purchase a Kubota U48-5R3A mini excavator from the lowest bidder, Wayde's Equipment, for \$64,972.18. Read made a motion, seconded by Showalter, to approve the purchase in the amount of \$64,972.18 for the mini excavator from Wayde's Equipment. Motion passed unanimously.

VII. **CLOSED SESSION** (none)

VIII. **ADJOURNMENT**

With no further business to discuss, Showalter made a motion, seconded by Read, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:15 p.m.

Nicholas Barrack, President

Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, November 28, 2023 at 4:30 p.m.

ROLLA MUNICIPAL UTILITIES

Rolla Board of Public Works Agenda

MANAGER: Gwen Cresswell, Finance Manager

ACTION REQUESTED: Approve October 2023 reports for the City

ITEM/SUBJECT: October 2023 Financials

BUDGET APPROPRIATION:

DATE: 11/28/2023

COMMENTARY:

Notes to Statement of Income & Expenses

As of October 2023, we are showing operating income of \$2,413,000. This is a decrease of \$45,000 from October 2022. We have added the Electric Rate Stabilization Fund as a deduction to operating income. This fund is one that was added during the budget process. The Rate Stabilization Fund is money that is set aside to balance out any yearly operating loss and stabilize rates. Having this account funded is a requirement if we ever needed to borrow money on the bond market.

Purchased power expenses were \$1,757,000 which is an increase of \$105,000 from October 2022.

Total operating expenses were \$2,526,000 which includes purchased power. Overall total operating expenses were up \$141,000 from October 2022. This gives us a total operating loss of \$113,000 for the month. Our Electric Department is showing an operating loss of \$206,000 and our Water Department is showing an operating gain of \$96,000.

With the addition of other income and expenses, we end the month with net income of \$26,321, which is down \$185,000 from last October.



STATISTICS

October 2023

PRODUCTION

Date of Demand	10/02/2023
Time of Demand	04:00 PM
Billing Demand	47.6 MWH
kWh Purchased	23,284,400
Total Cost	\$1,757,397.41
Cost per kWh	0.073802
Load Factor	65.8%

Pumped #2 Well	0
Pumped #3 Well	3,299,000
Pumped #4 Well	3,203,000
Pumped #5 Well	3,620,000
Pumped #6 Well	3,767,000
Pumped #7 Well	2,284,000
Pumped #8 Well	3,076,000
Pumped #9 Well	3,372,000
Pumped #10 Well	4,018,000
Pumped #11 Well	5,628,000
Pumped #12 Well	3,823,000
Pumped #13 Well	6,088,000
Pumped #14 Well	7,217,000
Pumped #15 Well	2,915,000
Pumped #16 Well	6,722,000
Pumped #17 Well	5,488,000
Pumped # 1 Ind Park Well	1,623,000
Pumped # 2 Ind Park Well	3,254,000
Pumped # 3 Ind Park Well	2,879,000
Total Gallons	<u>72,276,000</u>

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,038	6,433
Residential - Three Phase	22	20
Commercial - Single Phase	973	526
Commercial - Three Phase	498	313
Power Service	104	90
Industrial	7	2
Area Lighting	16	7
Street Lighting	26	1
Missouri S&T		5
PWSD #2		578
Total	9,682	7,975

ELECTRIC SALES

Residential - Single Phase kWh	5,847,028
Residential - Three Phase kWh	128,676
Commercial - Single Phase kWh	1,122,758
Commercial - Three Phase kWh	2,908,518
Power Service kWh	6,005,040
Industrial kWh	5,360,280
Area Lighting kWh	17,664
Street Lighting kWh	24,371
Rental Lights kWh	78,141
Total kWh Sold	21,492,476
Demand kW	28,986
Revenue	\$2,076,399.92
Monthly Loss	8.03%
Fiscal Year to Date Loss	8.03%

WATER SALES

Residential - Single Phase Gallons	26,174,000
Residential - Three Phase Gallons	384,000
Commercial - Single Phase Gallons	7,677,000
Commercial - Three Phase Gallons	6,418,000
Power Service Gallons	13,012,000
Industrial Gallons	3,306,000
Missouri S&T Gallons	4,009,000
PWSD #2 Gallons	2,276,000
Total Gallons Sold	63,256,000
Revenue	\$347,408.38
Pumping Cost, Electric	\$38,076.30
Monthly Unidentified Loss	7.82% **
Fiscal Year to Date Unidentified Loss	7.82% ***

PILOT	\$120,932.42
Sewer Service Charge	\$474,876.52
Refuse Service Charge	\$218,910.29

Gross Payroll	\$314,551.32
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** Loss includes 3,386,500 gallons per water main flushing records.

*** FY loss includes 40,758,900 gallons per water main flushing records.

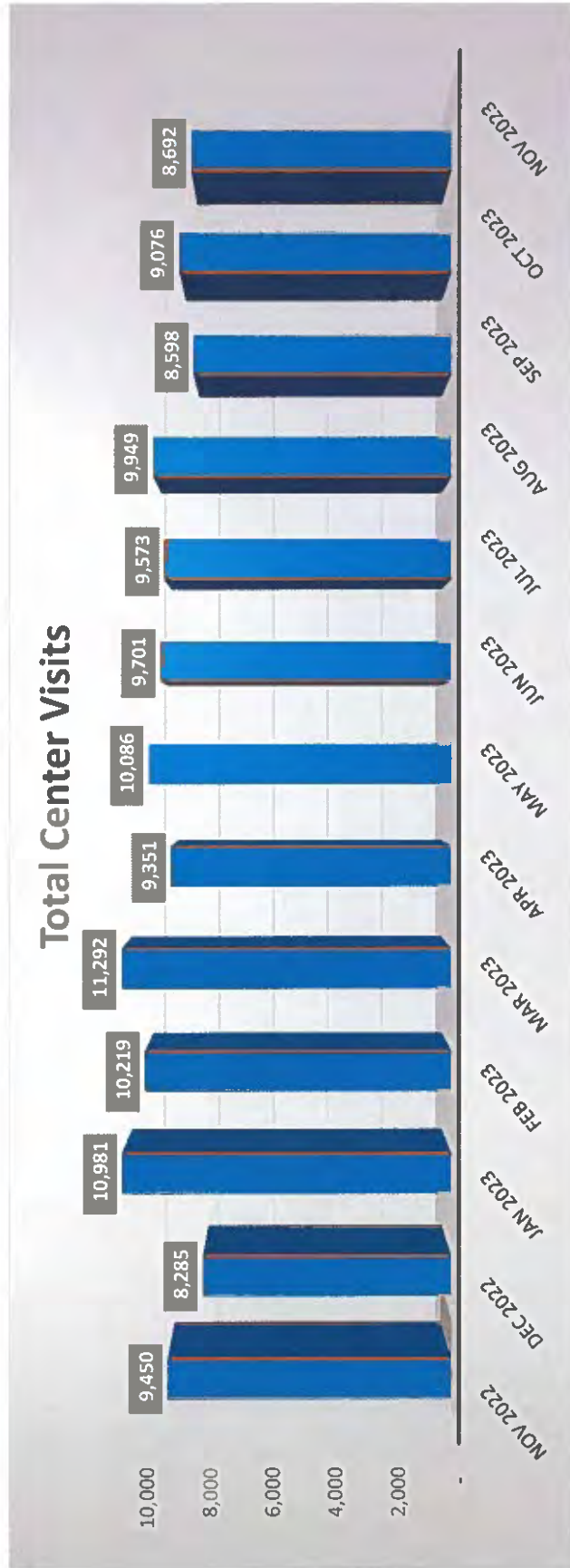
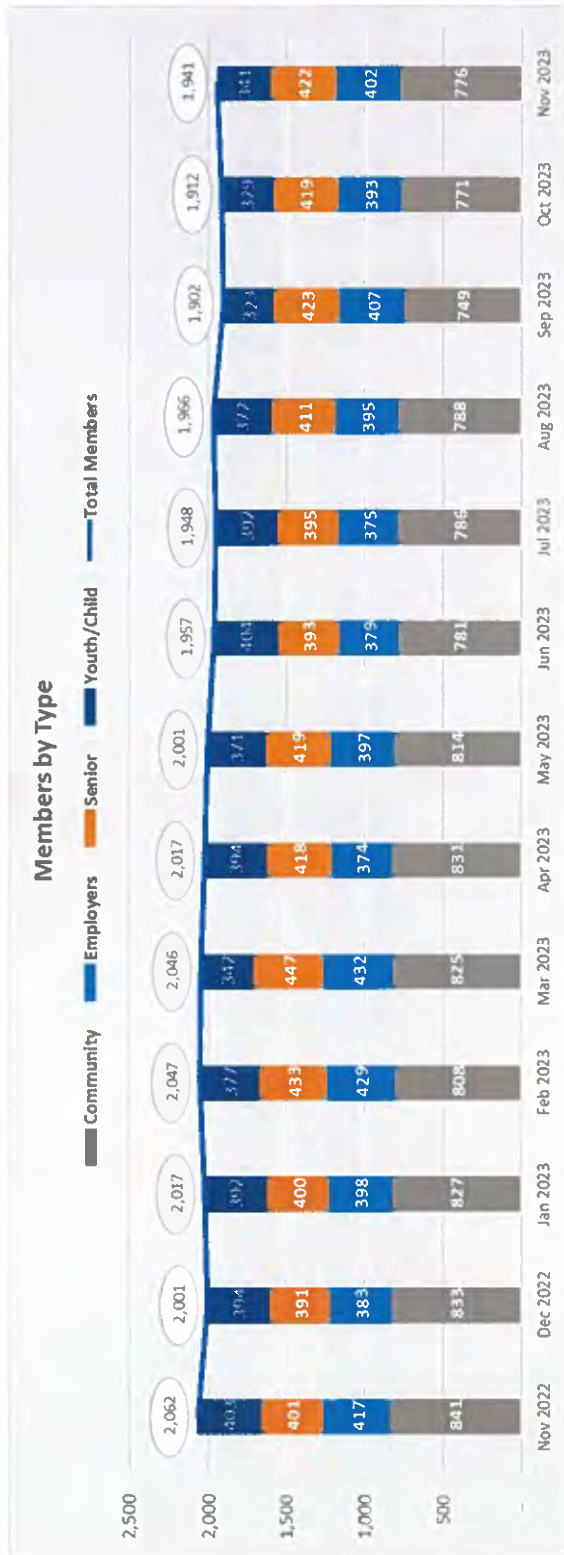


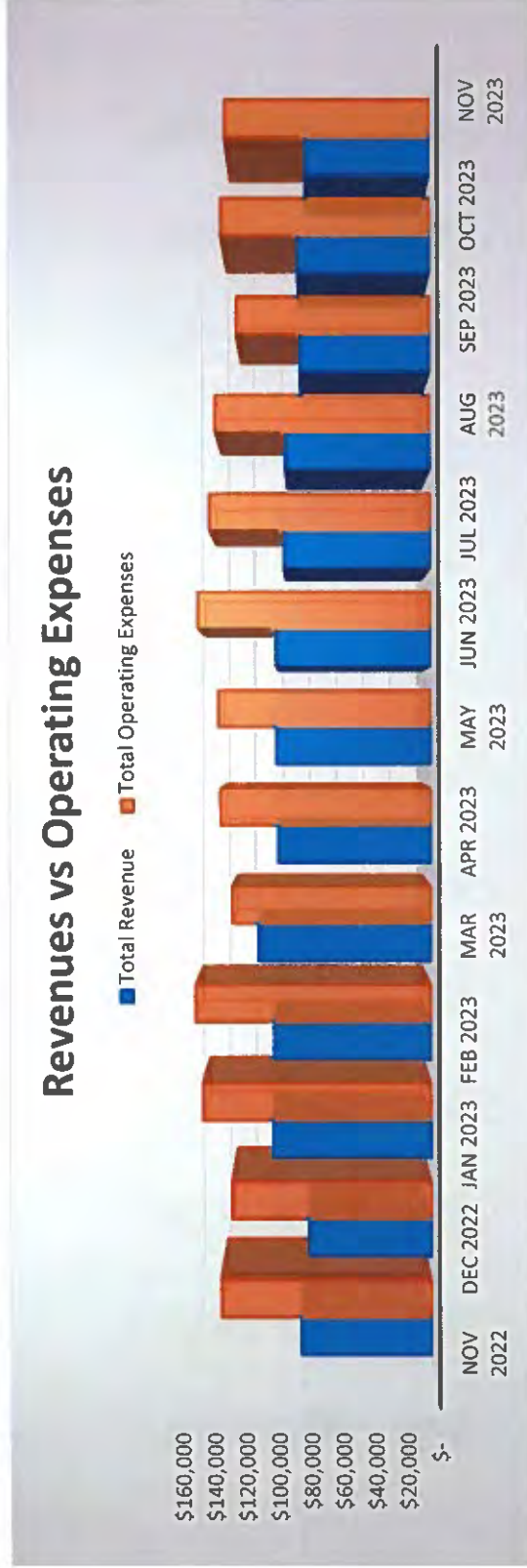
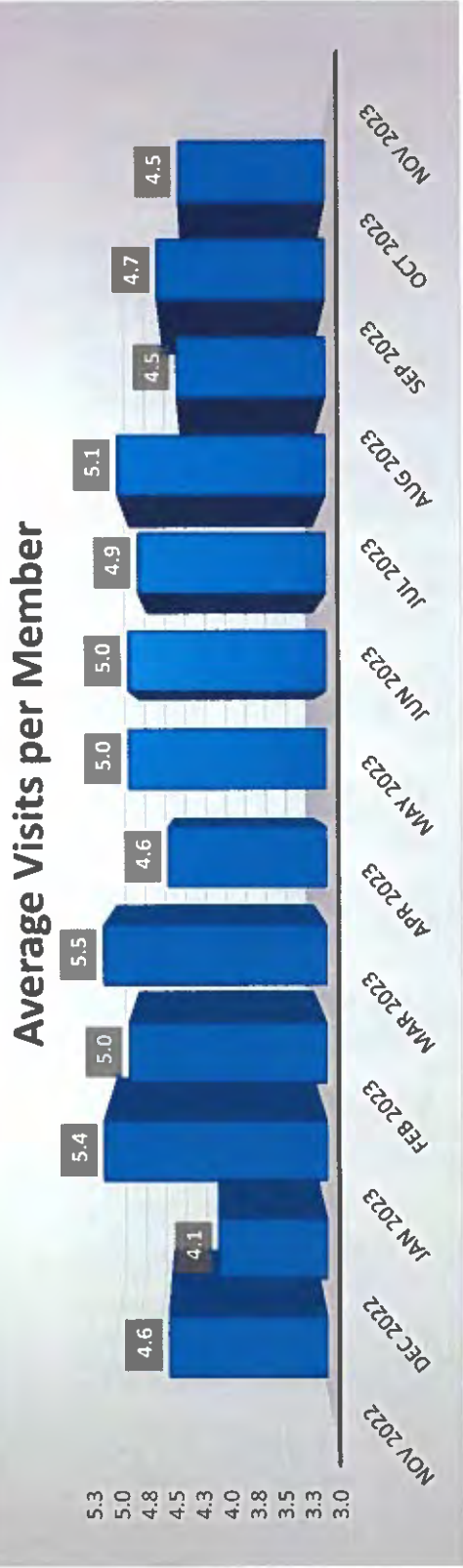
**FINANCIAL STATEMENT
OCTOBER 2023**

RECEIPTS:	
Electric, Water, Tax, Sewer and Refuse Charge	\$3,755,577.54
Accounts Receivable - Miscellaneous	\$209,136.38
Customer's Deposits - Refundable	\$28,508.14
Misc Non-Operating Revenue	<u>\$3,904.67</u>
Total Receipts	\$3,987,126.73
FSCB ICS Sweep Account Interest (September 30, 2023)	\$236,437.39
FSCB General Fund Account Interest (September 30, 2023)	\$7,470.30
FSCB Electronic Payment Account Interest (September 30, 2023)	\$1,658.84
PCB Super-Now Account Interest (September 30, 2023)	\$0.27
CEDARS - CD's Interest (September 30, 2023)	\$0.00
Public Utility Cash In Bank (September 30, 2023)	<u>\$32,014,673.58</u>
Total Receipts and Cash In Bank	<u>\$36,267,268.11</u>
DISBURSEMENTS:	
Power Purchased	\$1,804,081.48
Operating Expenses	\$182,542.94
Administrative and General Expenses	\$121,186.77
Payroll	\$220,169.05
Capital Expenditures	\$55,623.51
Construction in Progress	\$45,775.84
Stock Purchases (Inventory)	\$2,088.00
Balance of Customer's Deposits after Finals	\$14,565.51
Medical, Dental, Vision and Life Insurance Paid by Employees	\$0.00
Support Payments	\$1,551.22
457 Plan Employee Contributions	\$11,409.79
Flexible Spending Account Contributions	\$1,133.28
U.S. Withholding Tax	\$29,934.02
Missouri Dept. of Revenue (Sales Tax)	\$50,201.69
Missouri Dept. of Revenue (Income Tax)	\$11,752.00
First State Community Bank (Social Security)	\$44,391.20
Sewer Service Charge	\$524,068.26
Refuse Service Charge	\$220,949.62
P.I.L.O.T to City of Rolla	\$124,288.79
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void General Fund Check:	<u>\$0.00</u>
	\$3,465,610.97
Cash In Bank (October 31, 2023)	<u>\$32,791,657.14</u>
Total Disbursements and Cash In Bank	<u>\$36,267,268.11</u>
BALANCE OF OTHER FUNDS:	
PUBLIC UTILITY ACCOUNTS:	
Citizens Bank of Newburg, Ck#1291 for \$125.02	\$2,000.00
First State Comm Bk-Electronic Payment Account, Ck#1085 for \$2,253,146.29	\$321,250.08
First State Comm Bk-General Fund, Cks #37397-37528 for \$3,465,633.21	\$4,309,884.80
First State Comm Bk-ICS Sweep Account and Certificates of Deposit	\$195,353.63
PCB-Super Now, Ck #28374 for \$43,228.65	\$3,482.25
Town & Country Bank, Ck#1281 for \$2,580.89	<u>\$4,103.38</u>
Total Public Utility Accounts	\$4,836,074.14
ELECTRIC RESERVES: *	
Money Market Account	\$10,195,583.00 Partially Funded
Rate Stabilization Fund	<u>\$80,000.00 Partially Funded</u>
Total Electric Reserves	\$10,255,583.00
RESTRICTED ELECTRIC RESERVES:	
Money Market Account	<u>\$14,151,791.00 FY21 Funded</u>
Total Electric Reserves	\$14,151,791.00
WATER RESERVES: *	
Money Market Account	\$2,868,910.00 Fully Funded
Rate Stabilization Fund	<u>\$681,299.00 Partially Funded</u>
Total Water Reserves	\$3,548,209.00
TOTAL RESERVES:	<u>\$27,955,583.00</u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:	<u>\$32,791,657.14</u>

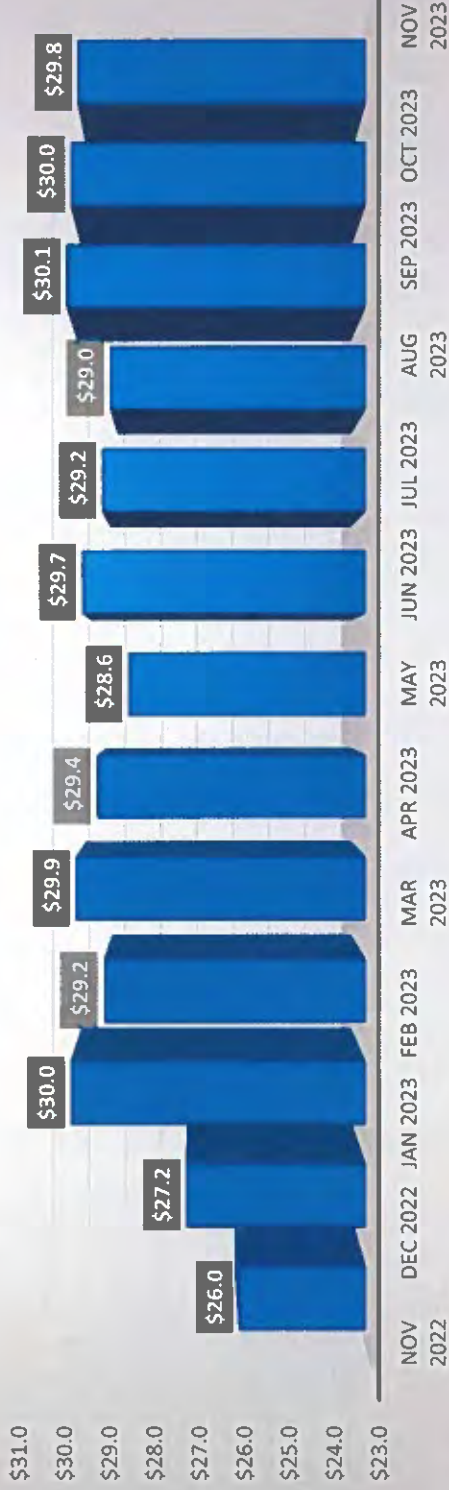
The Centre Rolla's Health & Recreation Complex
Income Statement
For the 2 Months Ending
November 30, 2023

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	86	170	-49%	100	176	314	-44%	249
Net New & Reactivated Bridge/Freezes	6	(12)	150%	(12)	(3)	(21)	86%	(21)
Cancelled	63	69	9%	91	134	165	19%	224
Net	29	89	-67%	(3)	39	128	-70%	4
Total Members	1,941	2,052	-5%	2,062	1,941	2,052	-5%	2,062
Revenues								
Rental & Other								
Conference Room & Other Rental	\$310	\$500	(\$190)	\$320	\$1,120	\$1,000	\$120	\$995
	310	500	(190)	320	1,120	1,000	120	995
Member Services								
Membership Dues	57,771	63,467	(5,696)	53,581	115,073	123,557	(8,484)	106,086
Guest Fees	4,838	8,000	(3,162)	5,343	8,328	16,000	(7,672)	8,601
Locker Rent	60	75	(15)	20	323	150	173	60
	62,669	71,542	(8,873)	58,944	123,724	139,707	(15,983)	114,747
Fitness								
Enrollment Fees/Health Assessments	844	4,251	(3,407)	694	2,934	7,845	(4,911)	934
Special Programs	190	100	90	1,256	340	200	140	2,358
	1,034	4,351	(3,317)	1,950	3,274	8,045	(4,771)	3,292
Ancillary:								
Swim Programs	5,259	11,000	(5,741)	5,142	10,844	22,000	(11,156)	13,284
General Medical Integration	495	990	(495)	149	1,090	1,980	(890)	892
Recreation	3,150	8,000	(4,850)	8,134	9,460	16,000	(6,540)	14,520
Café	919	1,250	(331)	455	1,818	2,500	(682)	779
Pro Shop	182	400	(218)	24	242	800	(558)	123
Personal Training	5,548	7,389	(1,841)	8,020	12,811	14,458	(1,647)	15,133
Children's Area	2,408	3,000	(592)	3,128	4,683	6,000	(1,317)	5,748
	17,961	32,029	(14,068)	25,052	40,947	63,738	(22,791)	50,479
Total Revenue	81,974	108,422	(26,448)	86,265	169,065	212,490	(43,425)	169,513
Expenses								
Salaries & Burden	84,936	96,719	11,783	97,527	175,995	193,246	17,251	189,665
Other Employee Expenses	4,272	2,000	(2,272)	1,753	9,247	4,000	(5,247)	4,319
General Supplies & Services	916	642	(274)	862	1,274	1,284	10	1,965
Environmental Supplies	0	1,500	1,500	290	0	3,000	3,000	6,242
Cost of Goods Sold	579	905	326	270	1,252	1,810	558	786
Minor Equipment	955	817	(138)	1,974	1,655	1,634	(21)	2,986
Repairs & Maintenance	10,556	3,100	(7,456)	1,161	19,517	6,200	(13,317)	5,871
Service Contracts & Licenses	9,691	9,162	(529)	8,458	17,421	18,324	903	12,961
Marketing & Collateral	6,985	5,600	(1,385)	8,785	12,435	11,200	(1,235)	13,579
Utilities	13,406	15,625	2,219	15,205	28,706	31,250	2,544	28,587
Bank Fees & Miscellaneous	3,305	3,579	274	3,054	6,301	7,158	857	6,017
Other Taxes & Fees	0	71	71	0	0	142	142	0
Total Expenses	135,601	139,720	4,119	139,339	273,803	279,248	5,445	272,976
Net Operating Income	(\$3,627)	(\$1,298)	(\$2,329)	(\$3,074)	(\$104,738)	(\$66,758)	(\$37,980)	(\$103,463)
Management Fees	10,000	10,000	0	8,000	18,000	20,000	2,000	16,000
Net Income (Loss)	(\$63,627)	(\$41,298)	(\$22,329)	(\$61,074)	(\$122,738)	(\$86,758)	(\$35,980)	(\$119,463)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$2,395	\$5,170	(\$2,775)	\$152	\$4,433	\$10,340	(\$5,907)	\$3,167
Recreation (Net)	\$478	\$5,800	(\$5,322)	\$5,348	\$4,968	\$11,600	(\$6,632)	\$10,028
Café (Net)	\$512	\$625	(\$113)	\$232	\$776	\$1,250	(\$474)	\$90
Pro Shop (Net)	\$10	\$120	(\$110)	(\$23)	\$32	\$240	(\$208)	\$26
Personal Training (Net)	\$288	\$2,956	(\$2,669)	\$3,304	\$3,046	\$5,784	(\$2,738)	\$5,472
Children's Area (Net)	\$555	\$844	(\$289)	\$1,521	\$769	\$1,688	(\$919)	\$2,587
Total Ancillary Services Net Income (Loss)	\$4,237	\$15,515	(\$11,278)	\$10,534	\$14,023	\$30,902	(\$16,879)	\$21,369

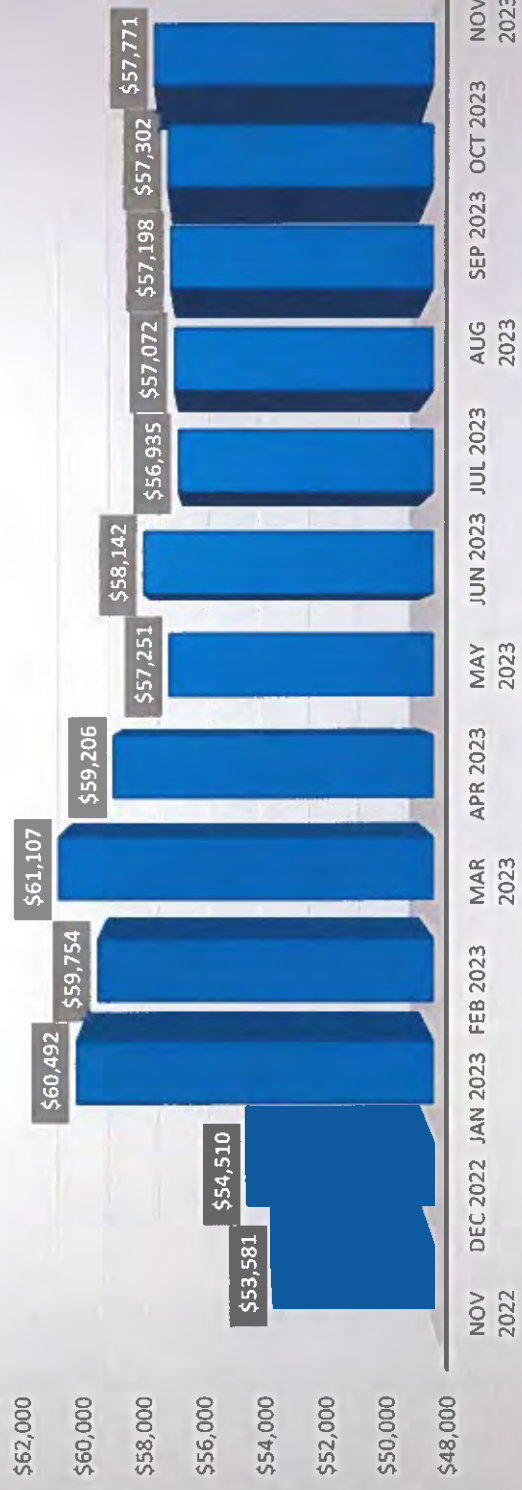


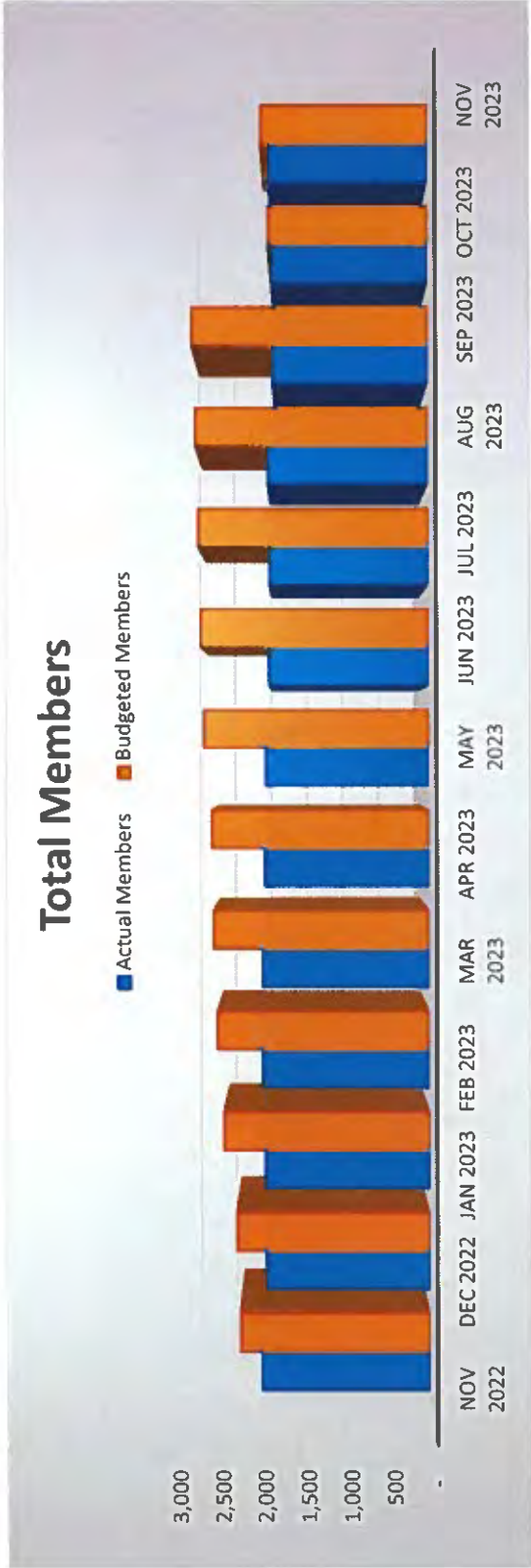


Average Dues per Billable Member



Membership Dues Revenue





**Park Advisory Commission
Meeting Minutes**

*November 30, 2023 – 5:00 p.m.
City Hall 3rd Floor Conference Room*

Member Present: Mike Fleishhauer, Ken Kwantes, Andrew Meggitt

Members Absent: Susan Wrasmann and Larry Thomas

Others Present: Floyd Jernigan, Stan Busch, Andrew Smith, Dave Forshee, Barbara Jernigan

1. Call to Order

- Ken Kwantes called the meeting to order at 5:05 p.m.

2. Approval of October minutes

- Andrew Meggitt moved to approve the October Minutes. Mike Fleishhauer seconded. All approved with no opposition.

3. New business

- Discussion of ownership of Section F in the City Cemetery, Dave Forshee, GIS Administrator for Rolla Public Works Department.

Mr. Forshee advised the commission that the Phelps County Assessor's office shows Section F of the City Cemetery as being private property, listed to the Ronald Mills Trust. The Mills Trust is also shown for the property adjacent to Section F. The legal description on the Mills' deed, however, does not include the property encompassed by Section F.

Ken Kwantes commented, "there has always been some ambiguity" with that area of the cemetery, due to the vagueness of the legal descriptions on the property deeds in that area for the past 80 years. Mr. Kwantes took copies of the plats and deeds provided by Mr. Forshee, and said he would seek the assistance of surveyor Dick Elgin on how to proceed to clear up the issue. Mr. Jernigan thanked Mr. Forshee for bringing the issue to the attention of the commission.

- Community Garden update, Floyd Jernigan, Parks Director.

Minutes of the Nov. 9 public meeting on the Community Garden were distributed to members. Mr. Jernigan reported that the city had no involvement in the garden in the past as it was strictly a volunteer operation. A citizen call to City Hall prompted an inspection of the site by city directors. That visit determined that the garden needed attention from the city, including making the garden ADA accessible.

Because the garden is on city property, if the garden were to continue, city departments would need to be involved in the future. Jernigan said the changes for ADA accessibility would cost approximately \$20,000 according to City Public Works Director Darin Pryor.

A meeting was held in which all of the current gardeners were invited, along with groups that might have interest, including the Rolla Downtown Farmers Market, the Master Gardeners, the Phelps County office of the University of Missouri Extension, the Chamber, and RDBA. Public notice was also posted online and through the Phelps County Focus.

At the meeting, the five members of the 24 current gardeners who attended were told they needed to form their own board (which the group previously had but had not existed for the past four to five years

according to the former manager). A set of bylaws and operation principles were also needed. Their group was given a deadline of January 15, 2024, to provide the “governing board” with regulations and a schedule of monthly meetings (much like the Farmers Market does now). Lorri Powell, City Clerk, volunteered to be the city liaison for the garden.

At present, there are 50 possible lots with each individual able to claim one to 4 lots, Jernigan said. City departments would also be involved in basic maintenance. The Public Works Department has paid for the water to the garden in the past. Mulch is available from the city. Roger Pankey, Environmental Services Director, agreed to have his department help with mowing.

Commission members discussed details. Kwantes asked if lots would be available to just city residents, and asked what private items were currently there on the garden property (a rototiller, one lawn mower, one weed eater and two sheds). Andrew Meggitt asked if going forward with city involvement there would be a “hold harmless” form, and Kwantes suggested posting a sign on the property. Jernigan said he would provide an update at the next commission meeting.

- Winter basketball initiative, Andrew Smith, Recreation Supervisor, Rolla Parks.

Smith said he would like to form a fall/winter basketball league which would begin after the softball leagues finish, depending on if he could find enough locations (school or church gymnasiums).

Members suggested several churches with gyms and rec centers. Smith will report back at the next meeting.

- Update on Christmas Train Event, Andrew Smith, Recreation Supervisor, Rolla Parks.

Smith reported the Christmas Train Event is Dec. 13, 14 and 15 at 6:15 p.m., 6:45 p.m., 7:15 p.m. and 7:45 p.m. He said Fine Linen Drama will again be providing the entertainment on the train, and there would be hot cocoa and cookies after the program. Additionally, there will be a Storybook Trail, a Christmas ornament craft, and pictures with and letters to Santa. He said the event will be staffed by volunteers and some of the summer staff.

4. **Director's Report, Floyd Jernigan, Parks Director**

- Pickleball. Mr. Jernigan reported good progress on the new Pickleball Courts in Green Acres Park. He said Public Works had taken out the trees that were in the way and also took out the existing courts, because even though the contractor said they could use existing courts, there would be more concrete needed to level the existing courts with the new courts. Darin Pryor, Public Works Director, estimated \$20,000 to \$30,000 for the additional concrete, indicating that just removing the old courts would be more cost effective. Jernigan said the site was now prepped and he anticipated work to begin next week, depending on the weather.
- New lights. Jernigan said that the DED had approved the contract and bidders for the Bayless Light System. This is part of the ARPA grant. Council had approved All Purpose Erectors' low bid. The replacement light system will be installed before spring softball starts.
- LWCF grant. Jernigan said new cultural surveys of Ber Juan Park were requested, and were in process. A firm had been approved, the survey had been done, and a report will be generated. He said past surveys were done in 2020 (Osage) and the 1980s (Cherokee), to ensure no artifacts or burial grounds were involved. Approval of this would allow another \$1 million in funding (\$500,000 matching grant) for a number of projects in Ber Juan Park.
- Soccer. Jernigan said he had another meeting with Mark Calvert, representing Rolla Knights Soccer Club, about soccer goals. He said Calvert liked the idea of smaller goals on age appropriate fields, in addition to suggesting a third large practice area and a regulation size older age playing field. He said the Knights Club will pay for two full size goals.
- Tennis. The Missouri USTA recognized Rolla as its Member Organization of the Year at their

annual meeting Nov. 18, which Mr. Jernigan attended. He said he got new ideas for tournaments.

- Staff. Jernigan said he is close to hiring an Aquatics Managers for Splash Zone. He said the position would not just be for aquatics: that in the off season this staffer would work to expand our current recreational programming.

5. Financials

- September and October's were presented for the cemetery, Park Land Reserve, and the Parks Fund. There were no questions.

6. Special comments

- Ken Kwantes acknowledged the final meeting for Andrew Meggitt, who had been a Parks Advisory member since the board's newly recreated status in 2016. He is leaving due to a job relocation. "You are irreplaceable," Kwantes said. "You will be missed, and we wish you much success in your next endeavor. But mostly, thank you very much."

Adjournment

- Mike Fleishhauer made a motion to adjourn at 6:30 p.m. Andrew Meggitt seconded. The vote was unanimous and the meeting was adjourned at 6:30 p.m. The next meeting is January 24, 2024 at 5 p.m. in the 3rd floor conference room of Rolla City Hall.

Minutes respectfully submitted by Barbara Jernigan.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Work Release Program with the South Central Correctional Center

BUDGET APPROPRIATION

DATE: 01/02/24

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into a Supervised Institutional Work Release Program Agreement with the Missouri Department of Corrections, Division of Adult Institutions, South Central Correctional Center.

The Agreement will allow us to utilize an eight-member work release crew to perform grass mowing and tree trimming type activities along City of Rolla Rights of way and Park property. Some of our focus areas will be keeping our drainage ways clear of brush and debris, trimming trees encroaching into the travel way of streets and sidewalks and mowing on city owned property and parks.

We have been utilizing workers from the South Central since 2005 and the program has been very successful. Staff recommends the final reading of the ordinance authorizing the Mayor to enter into a Supervised Institutional Work Release Program Agreement with the Missouri Department of Corrections.

Section 5.1 has been revised to clarify the City will not be waiving its sovereign immunity.

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 MISSOURI DEPARTMENT OF CORRECTIONS

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 Supervised Work Release Program Agreement between the City of Rolla, Missouri and Missouri Department of Corrections, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 2nd DAY OF JANUARY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



**South Central Correctional Center
Supervised Work Release Program Agreement
Between
The Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
City of Rolla
901 N. Elm St.
3rd Floor City Hall
Rolla, Missouri 65401**

Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, South Central Correctional Center (SCCC) and the City of Rolla ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the SCCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.
 - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
 - 2.1 Effective February 29, 2024 through February 28, 2025, a binding agreement shall exist, wherein SCCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties. This agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
 - 2.2 This agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties

hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Contractor employees shall assist with enforcement of Inmate Rules by reporting violations to the SCCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.
 - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
 - c. The Contractor shall cooperate with the SCCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
- a. Any Contractor or Contractor's employee who witnesses any form of sexual misconduct must immediately report it to the SCCC Warden or Work Release Coordinator. If a Contractor or Contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the Contractor to remove the employee from supervising offenders under the agreement.
 - b. Any Contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.

- 2.6 All records related to this Agreement deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor to SCCC as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.
- 2.7 The SCCC Work Release Coordinator or designee of the SCCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the SCCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:
- a. Classification and assignment of offenders shall be under the control of the SCCC.
 - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this agreement.
 - c. The Contractor, working in concert with the SCCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the SCCC Warden, SCCC Chief of Custody, SCCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the SCCC Warden and/or designee.
 - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
 - e. If required and/or deemed necessary by the facility Warden, SCCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
 - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the SCCC Control Center immediately.
 - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. SCCC agrees to make every effort to accommodate the needs of the Contractor; however, the SCCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The SCCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the SCCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the SCCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site SCCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site SCCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by SCCC correctional staff. In all instances, the SCCC Warden and/or designee and the SCCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted by the contractor to the SCCC Safety Manager within 24 hours of any incident.
- p. The SCCC Warden and/or designee shall direct that on-site meals are prepared within SCCC and provided at the work site, including a beverage, for the offender workers. No

unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.

- q. The SCCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the SCCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

Specific Terms and Conditions

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
 - 3.1 SCCC will provide up to eight (8) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the SCCC Warden.
 - 3.2 Offenders will be assigned to the following shifts:
 - Monday through Friday, 7:00 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
 - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The SCCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
 - 3.4 Offenders assigned to the work crew pursuant to this agreement will primarily engage in the following duties:
 - Ground Maintenance:
 - Landscaping, mowing, weed trimming, tree trimming, and brush clearing
 - Litter pickup
 - Sidewalk clearing to include snow and ice removal

- Janitorial:
 - Cleaning and maintaining restrooms in city owned buildings to include:
 - City Parks
 - City Fire Stations
 - City Sewer Treatment Plants
 - Maintenance Sheds
 - Building Maintenance:
 - Painting and minor repair
 - Machinery Repair:
 - Maintain, lubricate, and re-fuel weed trimmers, lawnmowers, and chainsaws
 - Other:
 - Wash and detail city vehicles
 - Assist with minor construction projects
- 3.5 Offenders will be assigned to work at various locations within the City of Rolla to include city parks and city owned properties.
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:00 a.m.
- 3.7 The Contractor shall notify SCCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to SCCC in the evening. A copy of the out count shall be retained by SCCC.
- The Contractor will count offenders and report back to SCCC Control Center between the hours of 10:30 a.m. and 11:00 a.m.

Payment & Invoice

4. Payment and Invoice processing shall be subject to the following:
- 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
 - 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.
 - 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers \$9.38 per eight (8) hour shift. Offenders shall be compensated \$9.38 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department.

- 4.4 The Contractor shall submit time cards by the second business day of every month to the SCCC.
- 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

Liability

- 5. Contractor shall be responsible for any injury or damage occurring as a result of any and all negligent acts or omissions by its employees, agents and representatives during the performance of their duties under this MOU.
 - 5.1 Subject to the limitation of its immunity as a governmental entity, the parties agree that the Contractor shall indemnify and hold harmless the State, the Department, and its officers, agents, and employees from and against any and all loss, costs (including attorney's fees), and damage of any kind related to Contractor's performance or the performance of Contractor's employees, agents or representatives under this MOU.
 - 5.2 Nothing in this MOU shall be construed to be a waiver of sovereign immunity by the State of Missouri or the Department. The Parties agree the State of Missouri, the Department and the Contractor (as a municipality) specifically reserve any protections afforded to them by Chapter 537 of the Missouri Revised Statutes, or any other provisions of state law.
 - 5.3 The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees or assignees.

Renewals, Amendments and Termination

- 6. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:
 - a. At 11:59 p.m. on February 28, 2025.
 - b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations, to be determined solely at the discretion of the Missouri Department of Corrections.

- c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:

Louis J. Magdits, IV, Mayor
City of Rolla

Date

Michele Buckner, Warden
South Central Correctional Center
Missouri Department of Corrections

Date

Travis Terry, Director
Division of Adult Institutions
Missouri Department of Corrections

Date

ATTACHMENT 1

MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL

D2-11.10 Staff Member Conduct

Effective Date:

July 24, 2016

Signature on File

Anne L. Precythe, Department Director

I. PURPOSE: This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

II. DEFINITIONS:

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
 - a. giving unauthorized gifts of any nature,
 - b. name calling,
 - c. teasing,
 - d. horseplay,
 - e. joking,
 - f. carrying messages, or
 - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.

D2-11.10 Staff Member Conduct
Effective Date: July 24, 2016

- E. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
 - b. parents or step-parents and their spouses,
 - c. siblings and their spouses,
 - d. children or step-children and their spouses,
 - e. grandparents or step-grandparents and their spouses,
 - f. grandchildren or step-grandchildren,
 - g. aunt,
 - h. uncle,
 - i. niece,
 - j. nephew, and
 - k. cousin.
- F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
 2. parents or step-parents and their spouses,
 3. siblings or step-siblings and their spouses, and
 4. children or step-children and their spouses.
- H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. **Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
 2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

V.A.12

D2-11.10 Staff Member Conduct
Effective Date: July 24, 2016

3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. **Working Days:** Monday through Friday except holidays.

III. PROCEDURES:

A. PROFESSIONAL PRINCIPLES OF CONDUCT

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
 - a. strive toward excellence in the day to day work activities;
 - b. treat all persons respectfully, fairly, honestly and with dignity;
 - c. perform duties responsibly;
 - d. empower and assist other staff members to perform their jobs in a responsible manner;
 - e. accept and respect the differences in people;
 - f. work as a team member;
 - g. make ethical decisions and act in an ethical manner;
 - h. hold themselves and all other staff members accountable for their actions;
 - i. abide by the laws;
 - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
 - k. be familiar with and adhere to:
 - (1) the respective job components and job expectations established through the performance appraisal system;
 - (2) the policies and procedures relating to job functions;
 - (3) the employee handbook;
 - (4) the department procedure regarding employee standards;
 - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
 - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

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D2-11.10 Staff Member Conduct
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- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
2. Staff members must maintain professional relationships with offenders.
3. Staff members must not knowingly have avoidable contact with:
 - a. an offender,
 - b. an offender's family,
 - c. an offender's legal guardian and spouse,
 - d. an offender's significant other, or
 - e. an ex-offender (this does not include staff members who are ex-offenders).
4. A staff member must provide written notification to the CAO the next day he¹ reports to duty with copies to all supervisors in the chain of command when he:
 - a. discovers that a family member is an offender,
 - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
 - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
 - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
 - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
 - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

¹ All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
 - a. offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
 - a. an offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
 - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
 - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

C. REPORTING CRIMINAL MISCONDUCT

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

V.A.15

D2-11.10 Staff Member Conduct
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- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
 - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
 - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
 - d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
- a. The CAO will determine whether the staff member will be required to report to the worksite.
 - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
- a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
 - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
 - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

D. REPORTING MISCONDUCT

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

V.A.16

D2-11.10 Staff Member Conduct
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5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

E. REPORTING MISMANAGEMENT

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

IV. REFERENCES:

- | | |
|-------------|--|
| A. | Section 105.055 RSMo |
| B. 931-3469 | Administrative Proceedings Warning |
| C. D1-8.6 | Offender Physical Abuse |
| D. D1-8.13 | Offender Sexual Abuse and Harassment |
| E. D2-9.2 | Suspension |
| F. D2-11 | Employee Standards |
| G. D2-11.1 | Secondary Employment or Volunteer Work |

V. HISTORY:

- | | |
|-----------------------------|----------|
| A. Original Effective Date: | 05/08/89 |
| B. Revised Effective Date: | 04/23/90 |
| C. Revised Effective Date: | 09/15/93 |
| D. Revised Effective Date: | 04/20/99 |
| E. Revised Effective Date: | 05/15/00 |
| F. Revised Effective Date: | 04/06/08 |
| G. Revised Effective Date: | 05/23/09 |
| H. Revised Effective Date: | 12/17/09 |
| I. Revised Effective Date: | 10/05/13 |
| J. Revised Effective Date: | 07/24/16 |



STATE OF MISSOURI
 DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE PROCEEDINGS WARNING – CONTRACT STAFF

TO	FROM
----	------

INQUIRY CONCERNS (INCLUDE FACTS, TIME, NAMES AND DATES RELATING TO THE INCIDENT IN QUESTION)

I advise you that you are being questioned or required to testify as part of an official investigation of the department. This inquiry involves the above described incident and is in accordance with departmental policies and procedures.

This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident.

Refusal to answer questions or testify to matters related to this incident implies you have violated departmental procedures and such refusal is cause for action by the department including not permitting entrance into department institutions and facilities.

The information you provide for this administrative investigation cannot be used against you in any criminal proceeding.

STAFF ISSUING WARNING	TIME <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DATE
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I HAVE READ OR HAD READ TO ME AND I UNDERSTAND THE ABOVE WARNING.

SIGNATURE	DATE
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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Resolution

**ITEM/SUBJECT: MEMORANDUM OF UNDERSTANDING FOR “HIGHWAY V
EAST WASTEWATER FACILITY PLAN FUNDING PARTNERS”**

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 01/02/24

COMMENTARY:

Council approved the agreement with Archer-Elgin to prepare an engineering report to explore the alternatives to serve existing and future development east of the current wastewater service area in September of 2023. The attached Memorandum of Understanding clarifies the responsibilities of the City of Rolla and other funding partners for the wastewater planning study. The other funding partners are:

- RMU
- RREC
- RCDC
- Intercounty Electric
- Phelps County Commission

Staff recommends approval of the Memorandum of Understanding for the “Highway V East Wastewater Facility Plan Funding Partners”.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE HIGHWAY V EAST WASTEWATER FUNDING PARTNERS AND THE CITY OF ROLLA.

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 he is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Memorandum of Understanding (MOU) by and between the Highway V East Wastewater Funding Partners and the City of Rolla, Missouri, a copy of said MOU is 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 2nd DAY OF JANUARY 2024.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF ROLLA
AND

“HIGHWAY V EAST WASTEWATER FACILITY PLAN FUNDING PARTNERS”

This Agreement, made and entered into this _____ day of _____, 2023, is by and between the City of Rolla, a Missouri Municipal Corporation (hereinafter referred to as “CITY”), and “Highway V East Wastewater Facility Plan Funding Partners” (hereinafter referred to as “PARTNERS”).

WITNESSETH:

WHEREAS, CITY is responsible for the economic well-being of the Rolla community including the provision of numerous public services such as transportation, planning, public works, public safety and economic development; and

WHEREAS, CITY has identified a substantial need for a facility plan to explore the possibility of sewer access outside of the current sewer service area; and

WHEREAS, the Partners are identified as Rolla Board of Public Works, Phelps County Commission, Rolla Regional Economic Commission, Rolla Community Development Corporation, and Intercounty Electric Cooperative Association. The Partners are actively engaged in significant planning processes and expansions that will have substantial impact on land use in and around Rolla; and

WHEREAS, it is the Partners’ intent to be an investor in the social and economic development of the Rolla community and surrounding area, particularly as it supports and is benefited by their collective efforts.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits set forth, the CITY and PARTNERS agree as follows:

I. SCOPE OF SERVICES

A. The following services are anticipated:

- 1) CITY shall serve as the Project Representative of the facility plan and shall enter into said contract with the CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”) to facilitate same (attached as Exhibit A).
- 2) CITY shall provide technical and administrative support as needed to perform the planning, marketing, legal and engineering analyses to determine the project’s feasibility.
- 3) Each of the PARTNERS agrees to actively participate in planning sessions and community engagement events as scheduled by ENGINEER.
- 4) Each of the PARTNERS is to receive a copy of any draft and final reports prepared on behalf of the project.
- 5) It is the intent of CITY to use Legislative Priority ARPA funds for 50% of the project costs. The remaining 50% of the project costs shall be equally split between the remaining PARTNERS.

- 6) To the extent allowed by Missouri law and without waiving sovereign immunity, PARTNERS shall indemnify and hold harmless each other and their agents and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the services rendered, caused by the negligent act or omission of the CITY, any subcontractor, employee, and anyone else for whose acts any of them may be liable.

II. TERM AND TIME OF PERFORMANCE

- A) The term of this Memorandum shall be for one (2) years.
- B) The PARTNERS have agreed to provide in equal share the following financial contributions for purposes of carrying out this agreement:
 - 1) City of Rolla: Up to \$43,500
 - 2) Rolla Board of Public Works: Up to \$8,700
 - 3) Rolla Regional Economic Commission: Up to \$8,700
 - 4) Rolla Community Development Corporation: Up to \$8,700
 - 5) Intercounty Electric Cooperative Association Up to \$8,700
 - 6) Phelps County Commission Up to \$8,700
- C) CITY will be responsible for verifying, processing and paying all costs associated with professional services needed to perform the Study subject to Section III.

III. METHOD OF PAYMENT

CITY upon receipt of all verified invoices will in turn invoice over each of the PARTNERS for their proportionate share of the invoice. PARTNERS will provide payment not to exceed the amounts/percentage identified in Section II within 30 days of invoice.

IV. SUBCONTRACTS

The CITY and PARTNERS hereby agree that this Memorandum shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other parties of the Memorandum.

V. CANCELLED, TERMINATION OR SUSPENSION

This Memorandum may be terminated following a sixty (60) day written notice by any of the PARTNERS. The PARTNERS shall collectively have the right to terminate the Study as provided for in Exhibit A.

VI. NOTICE

Any notice required by this Memorandum is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to City shall be addressed to :
City of Rolla
Attn: City Administrator John Butz
PO Box 979
Rolla, MO 65402

Notice to Rolla Board of Public Works shall be addressed to:
Rolla Municipal Utilities
Attn: General Manager Rodney Bourne
PO Box 767

Rolla, MO 65402

Notice to Phelps County Commission shall be addressed to:
Phelps County Commission
Attn: Joey Auxier, Presiding Commissioner
200 N. Main Street
Rolla, MO 65401

Notice to Rolla Regional Economic Commission shall be addressed to:
Rolla Regional Economic Commission
Attn: Dale W. Martin, Executive Director
101 West 10th Street, Suite 1
Rolla, MO 65401

Notice to Rolla Community Development Corporation shall be addressed to:
Rolla Community Development Corp
Attn: Matthew Z. Williams, President
15435 County Road 7230
Rolla, MO 65401

Notice to Intercounty Electric Cooperative Association shall be addressed to:
Intercounty Electric Cooperative Association
Attn: Doug Lane, CEO
102 Maple Avenue
Licking, MO 65542

VII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Memorandum, whenever the PARTNERS mutually agree, changes to this Memorandum may be effected by placing them in written form and incorporating them into this Memorandum as an amendment.

VIII. SEVERABILITY

It is mutually agreed that in case any provision of this Memorandum is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Memorandum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date and year first above written.

City of Rolla

Rolla Board of Public Works

Mayor Louis J Magdits, IV

Nick Barrack, Board President

Attest:

Rolla Community Development Corporation

Lorri Powell, City Clerk

Matthew Z. Williams, President

RREC

Phelps County Commission

Dale Martin, Executive Director
Ben Tipton, President

Joey Auxier, Presiding Commissioner

Intercounty Electric Cooperative Association

Doug Lane, CEO

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Airport Solar Lease

BUDGET APPROPRIATION (IF APPLICABLE) - DATE: 01-02-24

COMMENTARY:

Staff received one proposal for a long term ground lease at the Rolla National Airport. The proposal was from Vesper Energy for a renewable energy project at the Rolla National Airport. Staff and legal council has negotiated a lease of the property with the following key terms:

- Rent: \$1,000/acre
- Target Acreage – Up to 385 acres
- Lease Term – 30 years
- Lease Extensions – 2x10 years
- Diligence Period – 36 months
- Diligence Payments - \$30/acre
- Optional Diligence Extension – 12 months
- Optional Diligence Extension Payment - \$40/acre
- Annual Rent Escalation – 2.5%

A copy of the lease with redlines of the changes is in your packet.

Staff recommends the first reading of an ordinance authorizing the mayor to enter into a Solar Ground Lease Agreement with Vichy Solar LLC.

Summary of Changes:

- Removed the reference to the 3 foot depth in paragraph 15.(a).
- Removed the self bond option from Paragraph 15.(b).
- Added language to Paragraph 27.(a)(i) restricting assignment to company owned or controlled by citizens or governments of China, Iran, North Korea and Russia.

As a reminder, we have a current agriculture lease on the property that expires on 3-7-25 that pays the city \$51 per acre.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND VICHY SOLAR LLC

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla and Vichy Solar LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 JANUARY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

KEY LEASE TERMS:

- **Rent:** **\$1,000/Acre**
- **Target Acreage** **Up to 385 Acres**
- **Lease Term** **30 years**
- **Lease Extensions** **2 x 10 years**
- **Diligence Period** **36 months from the Effective Date**
- **Diligence Payments** **\$30/acre paid every 12 months**
- **Optional Diligence Extension** **12 months**
- **Optional Diligence Extension Payment** **\$40/acre**
- **Annual Rent Escalation** **2.5%**
- **Property Description**
 - **See Exhibit A attached hereto.**

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into by and between the City of Rolla, (“**Landlord**”), and Vichy Solar LLC, a Delaware limited liability company (“**Tenant**”), effective as of the ___ day of January, 2024 (such date, the “**Effective Date**”). Landlord and Tenant are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

WHEREAS, Tenant and its affiliates wish to build and operate a solar photovoltaic power array (the “**System**”) for the generation, storage, and distribution of electric power (Tenant’s “**Intended Use**”); and

WHEREAS, Tenant desires to lease the Land (as defined below) from Landlord for the purposes and on the terms set forth herein.

NOW THEREFORE, in consideration of the amounts to be paid to Landlord by Tenant and the other promises and premises set forth herein, the receipt and sufficiency of which is hereby conclusively established, Landlord and Tenant hereby agree as follows:

AGREEMENT

1. Purpose. The foregoing leasehold estate and grant of rents, royalties, credits and profits created by this Lease (collectively, the “**Leasehold Estate**”) is for (i) the production of energy, including solar energy, and for any and all related or ancillary purposes, and Tenant shall have the exclusive right to use the Premises (as defined below) and the unobstructed receipt of and access to sunlight across the Premises for solar energy purposes, to convert all of the solar resources of the Premises and to derive all profits therefrom, and (ii) the development, construction, erection, operation, maintenance, replacement, relocation, and removal of a solar energy project including but not limited to converting solar energy into electrical energy, collecting, storing, and transmitting the electrical energy converted from solar energy, and any and all other activities related to the foregoing collectively, (“**Development Activities**”), including, without limitation:

(a) determining the feasibility of solar energy conversion and power generation on the Premises, including studies of available sunlight and other data and extracting soil samples;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, any new, existing, additional or repowered (i) buildings and parking areas; (ii) solar power generating equipment, inverters, racking, foundations and concrete pads, mounting and tracking systems, monitoring systems, solar collectors, solar energy conversion systems and other power generation facilities, of any type or technology (the “**Solar Equipment**”); (iii) transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires, and support structures; (iv) overhead and underground control, communications and radio relay systems; (v) substations, power blocks, interconnection and/or switching facilities and electric transformers; (vi) energy storage facilities and

batteries of every kind or description; (vii) meteorological and sunlight measurement, research or development equipment; (viii) water pipelines and pumping facilities; (ix) control, maintenance, administration, and security buildings; (x) utility installations; (xi) safety protection facilities; (xii) laydown areas and maintenance yards; (xiii) roads, road-related structures and erosion control facilities; (xiv) signs and fences; and (xv) other improvements, facilities, machinery and equipment in any way related to or associated with any of the foregoing (collectively, “**Facilities**”);

(c) exercising rights of vehicular and pedestrian ingress and egress upon, over and across the Landlord’s property, for purposes of conducting Development Activities and accessing Facilities (whether such Development Activities are conducted, or Facilities are located, on the Premises, adjacent to the Premises or elsewhere) upon, over and across any and all now existing or hereafter constructed access routes or such new or alternative access routes as Tenant shall determine, including the right to construct, reconstruct, install, improve, replace, relocate and remove from time to time, and maintain, repair, use and operate, new, existing or additional routes, including roads, road-related structures and erosion control facilities, on the Landlord’s property; and

(d) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing purposes.

2. Leased Premises. Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, up to 385 acres of the real property located in Maries County (the “**County**”), Missouri, as more particularly described on Exhibit A attached hereto and made a part hereof (the “**Land**”), together with all personal property, improvements and fixtures located on the Land and all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land (the foregoing, together with the Land, collectively, the “**Premises**”), upon the terms and subject to the conditions set forth herein. Notwithstanding the foregoing, the Premises do not and shall not include Tenant’s Property (defined in Section 12 below).

3. Included Rights and Easements. The following rights and easements shall be included within the Leasehold Estate. Upon Tenant’s request, Landlord shall execute and deliver to Tenant one (1) or more documents in recordable form, reasonably satisfactory in form and substance to Landlord and Tenant, evidencing the rights and easements granted pursuant to this Section 3, and Tenant may cause such documents to be recorded in the official real estate records of the county in which the Premises is located.

(a) Sunlight Easement. An exclusive easement for free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises, prohibiting any obstruction to the open and unobstructed access to the sun. Landlord may not place or plant any trees, structures or improvements on the Premises, or any adjoining property owned by Landlord, that may, in Tenant’s sole judgment, impede or interfere with the collection and conversion of solar energy, unless Landlord has received prior written approval from Tenant for any such trees, structures or improvements. Landlord may submit a letter of request to Tenant, and timely approval or denial of such request shall be in Tenant’s sole discretion.

(b) Power Facility Effects. An easement for any audio, visual, view, light, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Development Activities conducted, or Facilities installed, upon the Premises, including but not

limited to rights to cast shadows and reflect glare onto the adjoining premises owned by Landlord, from the Solar Equipment and/or any and all other Facilities, wherever located.

(c) Clearance Rights. An easement to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises, or any adjoining or adjacent real property owned by Landlord, which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the Facilities or Tenant's Development Activities, as determined by Tenant.

(d) Subjacent and Lateral Support. An easement for subjacent and lateral support on the adjoining premises for Facilities located on the Premises to whatever extent is necessary for the safe construction, operation and maintenance of such Facilities, as reasonably determined by Tenant. Landlord shall not excavate, nor permit excavation, so near the sides of or underneath the Facilities as to undermine or otherwise adversely affect their stability.

(e) Utility Lines. An easement across the Premises and adjoining property owned by Landlord for the installation, maintenance, repair and use of utility lines and equipment, including, without limitation, for water, natural gas and electrical transmission and interconnection.

(f) Signage. An easement to place signs on or proximate to Tenant's Facilities on the Premises.

(g) Access. A non-exclusive easement across the adjoining property owned by Landlord and the Premises for access, ingress and egress to and from the Facilities, by means of existing roads or lanes, which Tenant may improve, or otherwise by such route or routes as Tenant may construct from time to time in such location as reasonably selected by Tenant.

4. Lease Term.

(a) The initial term of this Lease shall commence on the Effective Date and shall end at 11:59 P.M. local time on the last day of the thirtieth (30th) full calendar year following the Effective Date or earlier termination of this Lease in accordance with the terms hereof (the "**Initial Term**", and together with any extension pursuant to any Renewal Term, the "**Term**").

(b) Tenant shall have the right, at its option, to extend the Initial Term for up to two (2) additional successive terms of ten (10) years each (each a "**Renewal Term**" and collectively, the "**Renewal Terms**") by providing Landlord with written notice of Tenant's election to extend the Initial Term for the Renewal Term prior to the expiration of the Initial Term (or first Renewal Term, as applicable), *provided, however*, that if Tenant fails to give notice of the exercise of any option to extend, such option shall not lapse unless Landlord gives Tenant written notice requesting that Tenant either exercise or forfeit such option and Tenant, in writing, forfeits such option. The terms of the Lease during each Renewal Term shall be the same terms and conditions applicable during the Initial Term, except as specifically provided herein and references here to the "Initial Term" shall include each effective Renewal Term.

5. Diligence Period.

(a) Starting on the Effective Date and continuing through the earliest to occur of (i) the third anniversary of the Effective Date, (ii) the earlier termination of this Lease, or (iii) the Rent Commencement Date (such period, the "**Diligence Period**"), Tenant (and its agents) shall be permitted

access to the Premises at reasonable times and upon commercially reasonable notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Premises as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of title, existing or potential use of the Premises, environmental, biological, cultural, historical, tax and appraisal, boundary or geotechnical matters; conducting studies of solar radiation, solar energy and other meteorological data (including the installation and use of meteorological towers and solar energy measurement equipment); conducting soils tests and studies, environmental, endangered/threatened species and archaeological assessments and surveys; investigating and pursuing land use, permitting and energy development regulatory matters.

(b) Within fourteen (14) business days of the Effective Date Tenant shall make a payment of Thirty Dollars (\$30.00) per acre to Landlord (the "**Diligence Payment**"). Subsequent Diligence Payments which shall be due within fourteen (14) business days of the anniversary of the Effective Date. Tenant may elect to enter into an optional Diligence Period extension (a "**Diligence Extension**") of twelve (12) months by making a Diligence Extension payment of Forty Dollars (\$40.00) per acre within fourteen (14) business days of the third anniversary of the Effective Date. For the avoidance of doubt, Tenant has the option to terminate the lease at any time during the diligence period. If Tenant chooses to terminate the Lease, no further diligence payments shall be due.

(c) During the Diligence Period, Tenant may obtain an ALTA survey of the Premises, which shall set forth and conclusively establish (i) the metes and bounds legal description of the Land and (ii) the net acreage of the Land (the "**Acreage**", and each such acre, an "**Acre**").

(d) Landlord shall provide to Tenant any of the following in Landlord's possession or control, within five (5) days following the Effective Date: (i) any notice of violation of any law or regulation, including zoning laws applicable to the Premises, (ii) any "Phase I" and other environmental assessment reports regarding the Premises, (iii) Landlord's most recent survey and title insurance policy relating to the Premises, (iv) any governmental permits for the Premises and (v) any other surveys, physical condition reports, notices regarding zoning or government action with respect to the Premises.

6. Termination of Lease.

During the Diligence Period, Tenant shall have the right to terminate this Lease as to the Premises or any part thereof, for any reason or for no reason, exercisable upon written notice from Tenant to Landlord of Tenant's election to terminate. Following the Rent Commencement Date, Tenant shall have the right to terminate this Lease: (i) exercisable upon at least thirty (30) days' advance written notice to Landlord, (ii) pursuant to the failure of any condition described in Section 6(b) below, or (iii) upon Tenant's determination that it would not be commercially reasonable to proceed with the construction or operation of the System; *provided*, that if Tenant so terminates pursuant to this clause (iii), then such termination shall be effective as of the date that Tenant pays to Landlord a termination fee equal to the unpaid balance of the total Rent that would otherwise be due for the first twelve (12) months following the Rent Commencement Date.

7. Rent Commencement.

(a) Tenant's obligation to pay Rent (defined in Section 8(a)) and Taxes (as defined in Section 16) shall commence on the earlier of (i) date identified by Tenant in a written notice to Landlord in substantially the form attached hereto as Exhibit C or (ii) the Construction Commencement Date (defined below), as confirmed by written notice from Tenant to Landlord (the earlier of such dates, the "**Rent Commencement Date**"). The "**Construction Commencement Date**" shall mean the date that

Tenant moves construction equipment (including road graders, bulldozers or other road construction equipment) onto the Premises and begins clearing roads; provided, however, that (x) moving such equipment onto the Premises and clearing of roads in connection with the following preliminary due diligence activities shall not be considered commencement of construction: environmental studies, solar measurement studies, geotechnical studies, surveys, engineering studies, core sampling, installing solar measurement equipment, or transporting materials, or (y) actions taken on the Premises solely for the purpose of qualifying the System for any federal tax production or investment credit or other similar tax credits related to the production of energy from or installation of System, shall not, for the purposes of this Lease, cause the Construction Commencement Date to occur. For the avoidance of doubt, any work performed by or on behalf of the servicing utility company to upgrade or install electrical equipment in preparation for Tenant's construction of the Premises shall not be considered to be the Construction Commencement Date or to trigger the Rent Commencement Date. If before the expiration of the Diligence Period (including any extension thereof), Landlord has not received notice of Tenant's election to either terminate the Lease or to continue the Lease and proceed with the Rent Commencement Date, then Landlord may send Tenant a written request for confirmation of such election. Thereafter, Tenant shall respond with written confirmation of either (1) the occurrence of Rent Commencement Date or (2) Tenant's election to terminate the Lease in accordance with Section 3(d). Tenant's failure to respond in writing within fifteen (15) days following receipt of Landlord's request shall result in Tenant's deemed election to terminate this Lease.

(b) Landlord shall furnish Tenant with a signed, completed form W-9 within ten (10) days following the Effective Date and thereafter within thirty (30) days of any event causing a change in any of the information set forth in the previously delivered W-9, including any transfer or assignment of the Landlord's interest in the Lease. For convenience, a form W-9 is attached hereto as Exhibit D. Without limiting Tenant's obligation to pay Rent or other amounts due to Landlord hereunder, Tenant shall be entitled to delay making any such payments to Landlord until Landlord has provided such W-9. For clarification only, if a payment is delayed in accordance with this Section 7(b), such delay shall not invalidate or affect an otherwise valid (i) extension of the Diligence Period under Section 5(b) or (ii) commencement of the Term and establishment of the Rent Commencement Date in accordance with Section 7(a).

8. Rent; Payment Schedule; Rent Escalation.

(a) Annual rent ("**Rent**") for each year during the Term shall be One Thousand Dollars (\$1,000.00) per Acre (prorated for any fractional Acre), subject to escalation in accordance with Section 8(c).

(b) Rent shall be payable in advance in semi-annual installments due on each January 15 and July 15 during the Term (each, a "**Rent Payment Date**"); provided, that the first installment of Rent shall be due on the Rent Commencement Date and shall be prorated, on a daily basis, for the period between the Rent Commencement Date and the first Rent Payment Date.

(c) Starting on the first (1st) anniversary of the first Rent Payment Date, and for each annual anniversary thereafter, the annual Rent shall be increased by two and one-half percent (2.5%) over the Rent otherwise then in effect.

(d) For purposes of clarification only, Tenant and Landlord acknowledge and agree that Rent shall be determined in accordance with this Section 8 during the entire Term of the Lease, including any Renewal Term.

9. Utilities. During the Term, Tenant shall arrange and pay for all water, electric, telecommunications and any other utility services consumed by the Facilities or Tenant on the Premise. Tenant, at its option and its cost, may install a separate meter for each such water, electric, telecommunications and any other utility services. Landlord agrees to fully cooperate with Tenant and such utility service, as is necessary and required, to permit such utilities on the Premises.

10. Crops. Prior to the Rent Commencement Date, Landlord may plant farm crops or enter into a lease for the planting of farm crops on the Premises; provided, that Landlord shall provide Tenant with written notice thereof prior to the planting of such crops or execution of any such farm lease, which notice shall include the estimated date(s) for planting and harvesting such crops. Following receipt of such notice, Tenant may, in Tenant's sole discretion, elect to (i) delay the Rent Commencement Date until the earlier of the date that any crops actually planted on the Premises are harvested or one year following the date of such notice, or (ii) commence construction of the System and reimburse Landlord for the actual and reasonable costs incurred up to the Construction Commencement Date in planting and maintaining the crops on the Premises (in which case Tenant shall be entitled to dispose of the crops without further liability to Landlord therefor). The Parties agree that any farm lease entered into after the Effective Date shall be expressly terminable upon thirty (30) days' notice and Landlord shall provide such notice to the farm lessee upon reasonable request from Tenant.

11. Mineral Estate Covenants. Landlord hereby represents and warrants that, to the best of their knowledge the parties listed on Exhibit E own or lease all subsurface oil, gas and other minerals in, on, under the Premises or that may be produced from the Premises ("**Mineral Estate**"). During the Diligence Period, Tenant may conduct further due diligence with respect to the ownership of the Mineral Rights and the parties agree to update Exhibit E based on a third-party mineral ownership report of the Premises. If Landlord does not own all of the Mineral Estate, Landlord shall cooperate with, assist, and facilitate, Tenant's efforts to obtain surface rights waiver instruments or non-interference agreements from the lessees, holders or tenants of the Mineral Estate (such surface rights waivers or non-interference agreements to be in the form required by Tenant) Landlord waives the rights of ingress and egress to enter upon the surface of the Premises and the area located between the surface and five hundred (500) feet beneath the surface of the Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals on the Premises. On request from Tenant, Landlord shall execute recordable instruments evidencing such waiver of surface rights and non-interference agreements in the form required by Tenant further confirming the provisions of this Section 11.

12. Tenant's Property. The System and its constituent parts, together with any and all improvements or other features constructed on, or personal Premises installed or placed on the Premises by or for Tenant, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels, the System, the Facilities, and other personal property (collectively, "**Tenant's Property**") are personal property regardless of the manner of attachment to the Premises. Tenant's Property is and shall at all times during the Term be deemed to be the property of Tenant (subject to any Assignment in accordance with Section 27(a)), to be removed at Tenant's expense upon the expiration or earlier termination of the Term. For the avoidance of doubt and without limiting the foregoing, Landlord hereby waives all rights to distraint, possession or landlord's lien against Tenant's Property, if any, and shall not cause the creation of, or attachment to, Tenant's Property of any liens (including mechanics and judgment liens) or other encumbrances. For the avoidance of doubt, Landlord is not responsible for payment of any Taxes assessed on Tenant's Property. Landlord acknowledges and agrees that Tenant may or may not elect to construct, install, or develop a System or Facilities on the Premises in its sole discretion. Tenant shall have no responsibility or liability to Landlord or any other

party in the event Tenant does not construct, install, or develop the System or other Facilities on the Premises.

13. Use and Occupancy. The use of the Premises by Tenant shall be for the Intended Use or any other lawful uses that are incidental to, or not inconsistent with, the Intended Use. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Rent Commencement Date. Following the Rent Commencement Date, neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted hereunder. Moreover, during the Term, Landlord covenants and agrees that it will not (i) materially interfere with or prohibit the free, uninterrupted and complete use and enjoyment by Tenant of the rights granted by this Lease; (ii) take any action or permit any condition to exist on the Premises or adjacent property owned or controlled by Landlord which will materially interfere with the availability or accessibility of the solar resource on or to the Premises; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Premises; or (iv) take any action which will materially impair Tenant's access to the Premises for the purposes specified in this Lease, materially obstruct access to the solar resource on, over or across the Premises, or materially impair Tenant's access to any or all of the Facilities.

14. Alterations and Construction Rights. Tenant may, at its expense and without the consent of Landlord, remove and/or alter any existing improvements on the Premises, and make any alterations, additions, improvements and changes to the Premises that Tenant deems reasonably necessary in the operation of its business, including without limitation installation of fencing, security devices and/or signage; provided, that such alterations, additions, improvements and changes are made in compliance with applicable laws Landlord shall sign and deliver all applications and other documents, and shall take all such other actions, as are reasonably requested by Tenant in connection with obtaining any re-zonings, variances or other approvals as Tenant shall deem necessary or desirable in connection with the construction and operation of the Premises.

15. Effect of Termination or Expiration.

(a) Upon the termination or expiration of this Lease, whether as to the entire Premises or only as to part, Tenant shall, as soon as practicable thereafter, unless otherwise mutually agreed upon, (i) remove from the Premises (or applicable portion thereof) all above surface grade Facilities and other personal property owned, located, installed or constructed by or on behalf of Tenant thereon, (ii) remove (from the Premises or applicable portion thereof) concrete footings, foundations and other fixtures of Tenant ~~to a depth of three (3) feet below the surface grade~~, (iii) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Tenant on the Premises (or applicable portion thereof), (iv) leave the surface of the Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Tenant and (v) otherwise restore any portion of the Premises (or applicable portion thereof) disturbed by Tenant to a condition reasonably similar to its original condition as of the Construction Commencement Date, consistent with the uses permitted by this Lease. Reclamation shall include, as applicable, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion. Landlord grants Tenant a license for reasonable access to the Premises during the performance of such removal and other work by Tenant for a period of twelve (12) months following the termination or expiration of this Lease. During such period, Tenant will continue to pay Rent pursuant to Section 8.

(b) In the event Tenant is not required by any state or local jurisdiction with authority over the Project to post security for the removal of the Facilities and remediation of the Premises, Lessee agrees to post security or other financial assurances to cover the estimated remediation costs associated

with decommissioning and removal of the Facilities on the Premises described in Section 15.(a) (the “**Remediation Requirements**”), less the salvage value of the Facilities (the “**Remediation Security**”). The Remediation Security shall be equal to the estimated amount, if any (the “**Net Removal Costs**”), by which the cost of the removal and remediation of the Facilities exceeds the salvage value of the Facilities, which Net Removal Costs shall be determined as set forth below. To the extent that the Net Removal Costs are zero (or negative), the Remediation Security shall not be required; provided, however, that Tenant shall re-evaluate the need for Remediation Security every five (5) years after the tenth (10th) anniversary of the Effective Date. The Remediation Security shall be, at Tenant’s option, any of the following: corporate security bonds, ~~self-bonds~~, a surety bond from an insurance company with a Best’s Rating of not less than A-, a guarantee of the decommission obligations from a creditworthy entity, a letter of credit issued by a creditworthy financial institution, a cash deposit or other security reasonably acceptable to both Parties. The Remediation Security shall be posted no later than the tenth (10th) anniversary of the Initial Term Start Date. The Net Removal Costs shall be determined by an independent engineer mutually selected by the Parties. If the Parties cannot agree upon an independent engineer within thirty (30) days, then the independent engineer shall be selected by a state district judge located in the county in which the Premises are located. The decision of such independent engineer (however selected) as to the Net Removal Costs shall be conclusive as between and binding upon the Parties hereto. The cost incurred for the services of the independent engineer shall be borne by the Tenant. If Tenant fails to timely comply with the Remediation Requirements and such failure remains uncured after all applicable notice and cure periods, then Lessor may draw on the Remediation Security for the purpose of removing any of the Facilities and completing the Remediation Requirements.

(c) In the event Tenant is required by any state or local jurisdiction to post security for the removal of the Facilities and remediation of the Premises, Tenant shall not be required to post the Remediation Security, but Tenant shall use commercially reasonable efforts to cause Lessor to be named as a beneficiary of such security to the extent permitted by such jurisdiction.

16. Taxes.

(a) Tenant shall pay Tenant’s Portion (calculated in accordance with this Section 16(a)) of the Tax Bill, applicable to each tax year or part thereof which falls within the Term. Landlord shall provide Tenant with copies of all invoices, bills and notices (collectively, “**Tax Bills**”) regarding all real estate and ad valorem taxes and assessments imposed or levied on the Premises by any applicable government taxing authority (each, a “**Tax**”, and collectively, “**Taxes**”), within five (5) days of Landlord’s receipt of any such Tax Bill. Tenant shall remit payment directly to the taxing authority for any Tax Bill that Tenant receives; provided, that if the Premises are comprised of less than 100% of a larger tax parcel (“**Larger Parcel**”), Tenant shall pay the portion of the Tax Bill allocable to the Premises (such portion, “**Tenant’s Portion**”), which portion shall bear the same relationship to the total Tax Bill as the Premises bears to the Larger Parcel. The parties shall include and confirm Tenant’s Portion in the written acknowledgment of the Rent Commencement Date. Without limiting the foregoing, if Landlord fails to pay the balance of any Tax Bill when due, Tenant shall have the right, but not the obligation, to pay the balance of such Tax Bill on Landlord’s behalf and deduct any amounts so paid from future installment payments of Rent.

(b) Without limiting Section 16(a), if Tenant’s use of the Premises results in the revocation of a classification of the Premises as “agricultural land”, “forestry land” or similar classification, thereby triggering liability for “rollback” taxes, Tenant shall pay Tenant’s Portion of the rollback tax liability, together with Tenant’s Portion of any related interest or penalties, other than interest and/or penalties arising from Landlord’s failure to timely provide Tenant with a copy of such Tax Bill.

(c) Upon Tenant's reasonable request, Landlord shall take such reasonable actions and do such things as necessary or desirable to facilitate any action by Tenant to contest any Tax Bill or the assessed value of the Premises on which they are levied, or to otherwise seek the abatement of Taxes applicable to the Premises. Tenant shall have the right, but not the obligation, to pursue any such action.

17. Fire or Other Casualty. If during the Term, all or part of the Premises or Tenant's Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole discretion, it would not be commercially or economically reasonable or desirable to repair and restore the Premises and/or Tenant's Property, as applicable, then Tenant may terminate this Lease by providing Landlord with written notice of the same and vacating the Premises in compliance with Section 15 hereof. Tenant, or its successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Tenant.

18. Condemnation.

(a) If during the Term, all or part of the Premises and/or Tenant's Property shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "**Taking**") with the result that, in Tenant's sole discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Tenant's continued use of the Premises for the Intended Use or such other use as existed at the time of the Taking (a "**Total Taking**"), then Tenant may terminate this Lease by providing Landlord with written notice of the Total Taking, the Lease shall terminate effective as of the date set forth in such notice, and Tenant shall vacate the Premises in accordance with Section 15.

(b) If during the Term, all or part of the Premises and/or Tenant's Property shall be subject to a Taking that, in Tenant's sole determination, does not constitute a Total Taking (a "**Partial Taking**") then Tenant shall notify Landlord of the occurrence of the Partial Taking and (i) concurrently with such Taking this Lease shall terminate with respect to the affected portion of the Premises, which Tenant shall vacate in accordance with Section 15, (ii) this Lease shall continue in full force and effect with respect to the unaffected portion of the Premises and (iii) the Acreage shall be reduced for each Acre subject to the Taking. For purposes of clarification only, Tenant shall be entitled to remove Tenant's Property from any portion of the Premises that is subject to a Taking.

(c) Tenant, at Tenant's own expense, shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Landlord shall cooperate with Tenant to facilitate such participation. Neither Landlord nor Tenant shall enter voluntarily into any binding agreement or settlement related to a Total Taking or a Partial Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) All payments made by a condemnor on account of a taking by eminent domain that are attributable to Landlord's fee interest in the Premises shall be the property of the Landlord, except that Tenant shall be entitled to any award or amount paid pursuant to any condemnation proceedings for the value of Tenant's leasehold and easement interest in the Premises, the value of the Facilities, or the reasonable costs of removing or relocating any of the Facilities or the loss of any such Facilities or the use of the Premises pursuant to this Lease.

19. Default. In the event of any alleged default or failure to perform any obligation under this Lease ("**Default**"), the non-defaulting Party shall give written notice thereof to the alleged defaulting Party and any Mortgagee that has, in writing to the noticing Party, requested Default notice copies, which notice shall include the acts required to cure the same with reasonable specificity ("**Notice of Default**").

The Party given notice of failure to make any monetary payment when due shall have a period of forty-five (45) days after such notice is given within which to make the payment and cure such default. In the event of any other failure, the defaulting Party shall have a period of forty-five (45) days within which to cure such Default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within forty-five (45) days after such Notice of Default is given and thereafter prosecuted with due diligence. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Except as qualified by Section 28 of this Lease, upon an uncured Default by a defaulting Party under this Lease, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative; *provided, however*, at all times while there are Facilities located on the Premises, Landlord shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Lease is sought as a remedy, and Landlord shall be limited to seeking damages in the event of any failure by Tenant to perform its obligations hereunder; further provided, however, that if Tenant fails to pay to Landlord within the time specified by any court of last resort with jurisdiction any damages awarded Landlord by such court, then Landlord may, after giving a Notice of Default and subject to the provisions of Section 28, terminate this Lease. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (i) subrogation rights therefor and (ii) prompt reimbursement from the defaulting Party for the actual, reasonable, and verifiable out-of-pocket costs of such payment or performance. Tenant may, in its sole discretion, elect to cure a Default on the part of Landlord, in which case Tenant shall be entitled to offset future payments of Rent or other amounts due to Landlord hereunder with the reasonable and documented out of pocket expenses incurred by Tenant in pursuing to cure such Default.

20. Indemnifications.

(a) Indemnity by Tenant. **SUBJECT TO SECTION 20(B) BELOW AND EXCEPT TO THE EXTENT THAT LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE RESULTS FROM OR ARISE AS A RESULT OF AN ACT OR OMISSION OR FRAUD OR MISREPRESENTATION OR NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ANY PARTNER, DIRECTOR, OFFICER, MEMBER, SHAREHOLDER, TENANT, LENDER, EMPLOYEE, CONTRACTOR, AGENT, INVITEE, GUEST, SUCCESSOR OR ASSIGN OF LANDLORD (“LANDLORD’S AGENTS”), TENANT SHALL DEFEND, INDEMNIFY AND HOLD LANDLORD, THE PREMISES, AND LANDLORD’S DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, PARTNERS, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS, FREE AND HARMLESS FROM ANY AND ALL REASONABLE, ACTUAL, OUT-OF-POCKET LIABILITY, CLAIMS, LOSS, DAMAGES, OR EXPENSES (COLLECTIVELY, “CLAIMS”) TO THE EXTENT CAUSED BY TENANT’S OCCUPANCY AND USE OF THE PREMISES, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING BY REASON OF THE FOLLOWING: (1) THE DEATH OR INJURY OF ANY PERSON, UPON THE PREMISES, CAUSED OR ALLEGEDLY CAUSED BY EITHER (A) THE CONDITION OF THE PREMISES OR FACILITY ON THE PREMISES RESULTING FROM TENANT’S ACTIVITIES UPON THE PREMISES, OR (B) A NEGLIGENT ACT OR OMISSION ON THE PREMISES OF TENANT OR ANY PERSON IN, ON, OR ABOUT THE PREMISES WITH THE EXPLICIT PERMISSION AND CONSENT OF TENANT; (2) ANY WORK PERFORMED ON THE PREMISES OR MATERIALS FURNISHED TO THE PREMISES AT THE EXPLICIT REQUEST OF TENANT OR ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF TENANT; OR (3) TENANT’S FAILURE TO COMPLY WITH ANY REQUIREMENT OF LAW OR ANY REQUIREMENT IMPOSED ON TENANT OR**

THE PREMISES BY ANY DULY AUTHORIZED GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION.

(b) Indemnity by Landlord. SUBJECT TO AND WITHOUT WAIVING SOVEREIGN IMMUNITY, LANDLORD SHALL DEFEND, INDEMNIFY AND HOLD TENANT, AND TENANT'S DIRECTORS, OFFICERS, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, MORTGAGEES, AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, AGENTS, INVITEES, GUESTS, SUCCESSORS AND PERMITTED ASSIGNS ("TENANT'S AGENTS") HARMLESS FROM AND AGAINST ALL DEFAULTS AND MISREPRESENTATIONS BY LANDLORD (SUBJECT TO APPLICABLE CURE PERIODS) AND ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, (X) CLAIMS FOR DAMAGE TO PROPERTY OR DEATH OF OR INJURY TO PERSONS AND (Y) ATTORNEYS' FEES AND DISBURSEMENTS) RESULTING FROM THE ACTIVITIES OF LANDLORD AND LANDLORD'S AGENTS ON, ABOUT OR WITH RESPECT TO THE PREMISES; EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT'S AGENTS. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 20(B), LANDLORD SHALL NOT BE RESPONSIBLE FOR INDEMNIFYING TENANT FOR THE IMPACTS OF DUST OR OVERSPRAY OF NUTRIENTS THAT ARE PART OF NORMAL FARMING ACTIVITIES ON LAND OWNED BY TENANT ADJACENT TO THE PREMISES.

21. Notices. All notices, elections, demands, requests, and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, by national overnight courier service which provides tracking and acknowledgement of receipts or by email. All notices and other communications must be given to a Party at its address as shown below or to such other address as such Party may designate by notice pursuant hereto from time to time to the other Party:

If to Landlord: City of Rolla
 Attention: Rolla City Administrator
 901 N. Elm St.
 Rolla, MO 65401
 Tel: 573-426-6948

If to Tenant: c/o Vesper Energy Development LLC
 125 E. John Carpenter Freeway
 Suite 525
 Irving, TX 75062
 Attention: Legal
 Tel: 817-459-7538
 Email: notices@vesperenergy.com

or at such other address as may hereafter be designated in writing by either party hereto, or by any other method if actually received. The time and date on which mail is received shall be the time and date on which such communication is deemed to have been given.

22. Non-Disturbance Agreement. Upon Tenant's request, Landlord shall execute, and take commercially reasonable efforts to cause any current beneficiaries of any mortgages/deeds of trust, or any other parties with an interest secured by Landlord's interest in the Land, to enter into an agreement with Tenant confirming that no such party will disturb or extinguish Tenant's interest in the Land and in

this Lease. Such agreement shall be in form and substance reasonably agreeable to Tenant and any Mortgagee.

23. Landlord's Representations and Warranties.

(a) Landlord represents and warrants, that as of the Effective Date, and again as of the Rent Commencement Date:

- (i) Landlord owns the Land in fee simple, and has all requisite right, power and authority to enter into this Lease, without the consent or joinder of any party not joining in the execution hereof;
- (ii) no hazardous or toxic substances have been released or manufactured, or are present on the Premises in amounts in excess of the lawful limit absent a permit;
- (iii) Landlord has not received any notice of any Taking, zoning change or legal noncompliance relating to the Premises;
- (iv) the Premises are free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;
- (v) there are no service or maintenance contracts affecting the Premises;
- (vi) there are no delinquent or outstanding Taxes, liens or other impositions levied or assessed against the Premises or any larger parcel of Premises of which the Premises is a part;
- (vii) except for this Lease, there are no leases, options to purchase, license agreements or other third-party rights to use or possess the Premises, whether written or oral, recorded or unrecorded, except as set forth on Exhibit B attached hereto and made a part hereof;
- (viii) Landlord is not in the hands of a receiver nor is an application for such a receiver pending, nor has Landlord made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy nor is Landlord a defendant in any ongoing or pending litigation proceedings;
- (ix) if Landlord is a limited partnership, trust, limited liability company, corporation or other business entity, the undersigned representatives of Landlord have full power and authority to execute and deliver this Lease; and
- (x) if Landlord is one or more natural persons, except for the spouse identified on the signature page to this Lease, such natural persons are unmarried.

24. Insurance.

(a) During the Term, Tenant shall maintain the following policies of insurance, at Tenant's cost and expense, a policy or policies of insurance providing Commercial General Liability Insurance for

Tenant's liability arising out of claims for bodily injury (including death) and property damage, in each case having coverage not less than \$1,000,000.

(b) Upon Landlord's request, Tenant will promptly furnish Landlord with certificates of insurance evidencing the insurance required to be maintained under Section 24(a).

25. Landlord Covenants. From and after the Effective Date until the expiration or earlier termination of the Term,

(a) Landlord shall not, without the prior written consent of Tenant,

- (i) institute or consent to any rezoning of the Premises;
- (ii) further encumber or suffer to exist the further encumbrance or Transfer of the Premises (except as caused by or on behalf of Tenant) except in accordance with Section 27 of this Lease; or
- (iii) cause or permit any activities or conditions that would impair operation of the System (including, without limitation, by erecting or permitting to be erected any cell towers, water towers, billboards, silos, trees or any other natural or man-made structures to be placed, constructed, or to otherwise exist on any real property owned or controlled by Landlord that may diminish the quantity and quantity of sunlight that otherwise would reach the System or any portion thereof).

(b) Landlord shall provide notice to Tenant within fifteen (15) days following the commencement of any proceedings in bankruptcy, insolvency or similar proceedings with respect to Landlord, and

(c) Landlord shall promptly give Tenant a copy of any notice of any kind received by Landlord regarding the Premises or any Taxes during the Term.

26. Memorandum of Lease. Landlord and Tenant shall execute, in recordable form, and Tenant shall then record, a memorandum of this Lease ("Memorandum") in the form attached hereto as Exhibit F. During the Term, Tenant shall have the right, from time to time, to file an amendment to the Memorandum and this Lease revising the legal description of the Premises with the legal description provided by Tenant's surveyor, as may be modified from time to time by subsequent surveyors, provided, however, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Landlord hereby grants Tenant the right to execute such amendment to the Memorandum and this Lease without obtaining the prior consent of Landlord and without requiring Landlord's signature. Tenant shall provide a copy of each such amendment to Landlord within sixty (60) days after the amendment has been filed in the public records of the county where the Premises is located, and the legal description provided shall replace the legal description on the attached Exhibit A. Landlord hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Landlord, Tenant agrees to provide a recordable acknowledgement of such termination to Landlord.

27. Assignment; Right to Encumber; Division of Lease.

(a) Assignment by Tenant; Mortgage by Tenant.

- (i) Landlord hereby consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement, the Facilities or the Solar Equipment or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to Tenant's interest in the Agreement, Premises, the Facilities or the Solar Equipment (collectively "Assignment") to one or more persons or entities that qualify as a Permitted Assignee. A "Permitted Assignee" means either (1) an Affiliate or Subsidiary of ~~tenant~~Tenant or (2) a third party not affiliated with Tenant that has (A) operations of utility scale energy generation facilities that, in the aggregate, total one hundred (100) MW or greater of general capacity, (B) a minimum net worth of Fifty Million Dollars (\$50,000,000.00) and (C) the ability to fulfill the obligations of Tenant under this Agreement. An assignment of Tenant's interest in the Agreement or Facilities to any other entity other than a Permitted Assignee shall require Landlord's consent, which shall not be unreasonably withheld. Further, any assignment of Tenant's interest in the Agreement or Facilities to an entity that is owned by, or the majority of its stock or other ownership interest is held or controlled by, citizens of or is directly controlled by the government of China, Iran, North Korea or Russia shall require Landlord's prior written consent. No Landlord consent shall be required for any change in ownership of Tenant, provided Tenant shall notify Landlord promptly following to the occurrence of any such Assignment.
- (ii) Landlord further hereby consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Lease, Premises, the Facilities and/or in any Solar Equipment to any Mortgagee (defined below) as security for the repayment of any indebtedness and/or the performance of any Mortgage (defined below). If any additional consent is needed, Landlord shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this Section 27. All Assignees will be subject to all of the obligations, covenants and conditions applicable to Tenant under this Lease. Upon Tenant's assignment of its entire interest under this Lease as to all or any portion of the Premises, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Landlord shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Lease, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Lease that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. As used in this Lease, (1) the term "Mortgagee" means, collectively, any financial institution or other person or entity that from time to time provides debt or equity financing for or otherwise encumbers some or all of Tenant's or an Assignee's interest in the Agreement, the Facilities or Solar Equipment, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their

respective representatives, successors and assigns, (2) the term “Mortgage” refers to the mortgage, deed of trust or other security interest in this Lease, the Facilities and/or the Solar Equipment given to a Mortgagee in connection with such financing and (3) the term “Mortgaged Interest” refers to the interest in this Lease, the Premises, the Facilities and/or the Solar Equipment, that is held by the Mortgagee.

(b) Notice to Landlord. Following an Assignment or the granting of a Mortgage as contemplated by Section 27(a), Tenant, or the Assignee or Mortgagee will give notice of the same (including the address of the Assignee or Mortgagee for notice purposes) to Landlord; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Landlord hereunder with respect to such Assignee or Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Lease shall release Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

(c) Division into Separate Agreements. Tenant may divide the leasehold and easement rights and interests granted hereunder to accommodate two (2) or more separate Projects or phases of development. If Tenant elects to divide the leasehold and easement rights and interests into two (2) or more Projects or phases of development, then Landlord shall, within twenty (20) days after written request from Tenant, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Tenant two (2) or more stand-alone new agreements (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Premises, as designated by Tenant. Each of such new agreements shall: (i) specify the portion(s) of the Premises to be covered thereby (and the term “Premises”, as used therein, shall refer only to such portion(s)); (ii) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that Tenant’s and Landlord’s respective combined obligations under such new leases do not exceed their respective obligations under this Lease) and be in a form reasonably acceptable to Tenant and Landlord; (iii) be for a term equal to the then-remaining Term; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Premises as Tenant may designate (but only to the extent permitted in this Lease); (v) require payment to Landlord of only an acreage-proportionate part of the amounts hereof; and, (vi) to the extent permitted by law, enjoy the same priority as this Lease over any existing lien, encumbrance or other security interest affecting the Premises (a “**Lien**”).

(d) Assignments by Landlord. The burdens of this Lease and other rights contained in this Lease shall run with and against the Premises and shall be a charge and burden thereon for the duration of this Lease and shall be binding upon and against Landlord and its personal representatives, executors, administrators, heirs, successors and assigns. Landlord shall notify Tenant in writing of any sale, assignment or transfer of any of Landlord’s interest in the Premises, or any part thereof. Until such notice is received, Tenant shall have no duty to any successor Owner, and Tenant shall not be in default under this Lease if it continues to make all payments to the original Landlord before notice of sale, assignment or transfer is received. In the case of Landlord’s sale/transfer of the entirety of the Premises, all future Rent will be paid to the assignee/transferee. In the case of Landlord’s sale/transfer of part of the Premises: Rent will be apportioned based on the acreage of the Premises sold; Tenant will not be required to apportion Rent for the year of the assignment/transfer; and, if requested by Tenant, Landlord and Landlord’s assignee/transferee will execute discrete lease agreements or an acknowledgement (in a form reasonably requested by Tenant) of the transfer causing a creation of separate agreements.

28. Mortgagee Protection. Any Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections:

(a) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the Leasehold Estate and easement rights by any lawful means; (iii) to take possession of and operate the Facilities or any portion thereof and to perform all obligations to be performed by Tenant or Assignee under this Lease, or to cause a receiver to be appointed to do so; and, (iv) to acquire the Leasehold Estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the Leasehold Estate and easement rights to a third party. Landlord's consent shall not be required for (x) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Facility, or Tenant or (y) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. Landlord agrees that any Mortgagee or investor shall have the right to make any payment and to do any other act or thing required to be performed by Tenant under this Lease, and any such payment, act or thing performed by Mortgagee or investor shall be effective to prevent a default under this Agreement and any forfeiture of any of Tenant's rights under this Agreement as if done by Tenant itself.

(b) Notice of Breach: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Landlord shall give written notice of the default to each Mortgagee (for whom Landlord has been provided notice information) concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default. For purposes of this Lease:

(i) A "Monetary Default" means failure to pay when due any Rent or other monetary obligation of Tenant or Assignee to Landlord under this Lease; any other event of default is a "Non-Monetary Default."

(ii) The Mortgagee shall have the same period after receipt of notice of breach to remedy the default, or cause the same to be remedied, as is given to Tenant or Assignee, plus, in each instance, the following additional time periods: (1) sixty (60) days after receipt of the notice of breach in the event of any Monetary Default; and (2) ninety (90) days after receipt of the notice of breach in the event of any Non-Monetary Default, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Lease for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee.

(iii) During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Tenant or any Assignee under this Lease which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an

assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably practicable, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those Non-Monetary Defaults incapable of being cured or performed by such party (“**Non-curable Defaults**”). Non-curable Defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of the interest in this Lease by such party.

(iv) Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant or an Assignee by this Lease incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Premises.

(v) Neither the bankruptcy nor the insolvency of Tenant or any Assignee shall be grounds for terminating this Lease as long as the Rent and all other monetary charges payable by Tenant or Assignee under this Lease are paid by the Mortgagee in accordance with the terms of this Lease.

(vi) Nothing in this Lease shall be construed to extend this Lease beyond the Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

€ New Agreement to Mortgagee. If this Lease terminates because of Tenant’s or Assignee’s default or if the Mortgaged Interest is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors’ rights, then Landlords shall, upon written request from any Mortgagee, enter into a new lease of the Premises, on the following terms and conditions:

(i) The terms of the new agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Term, at the same Rent and subject to the same terms and conditions set forth in this Lease. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

(ii) The new agreement shall be executed within thirty (30) days after receipt by Landlord of written notice of the Mortgagee’s election to enter a new agreement, provided said Mortgagee: (1) pays to Landlord all Rent and other monetary charges payable by (including interest due under Section 8 Tenant or Assignee, as applicable, under the terms of this Lease up to the date of execution of the new agreement, as if this Lease had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Landlord from subtenants or other occupants of the Premises; and (2) perform all other obligations of Tenant and/or Assignee under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (3) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant or any Assignee and would have accrued under this Lease up to the date of commencement of the new agreement, except those obligations which constitute Non-curable Defaults as defined above; and (4) reimburses Landlord for Landlord’s reasonable attorney fees incurred in reviewing the same. Any new agreement granted the mortgagee shall enjoy the same priority as this Lease over any Lien created by Landlord.

(iii) At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee thereunder.

(iv) If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Landlord shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien.

(d) Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Mortgage, this Lease shall not be modified or amended and Landlord shall not accept a surrender of the Premises or any part thereof or a termination, cancellation or release of this Lease from Tenant or an Assignee prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee (for whom Landlord has been provided notice information).

(e) No Waiver. No payment made to Landlord by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Lease; and a Mortgagee having made any payment to Landlord pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

(f) No Merger. There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including Mortgagee) having an interest in this Lease or in the estate of Landlord or Assignee shall join in a written instrument effecting such merger and shall duly record the same.

(g) Third Party Beneficiary. Each Mortgagee is and shall be an express third-party beneficiary of the provisions of this Section 28 and shall be entitled to compel the performance of the obligations of Landlord under this Lease.

(h) Further Amendments. Provided that no Monetary Default then remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Landlord shall (i) amend this Lease to include any provision that may reasonably be requested by an existing or proposed Assignee or Mortgagee, or by any entity that is proposing to directly or indirectly acquire the Project, and (ii) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder; provided, however, that such amendment shall not materially impair the rights of Landlord under this Lease, nor extend the Term. Further, Landlord shall, within ten (10) days after written notice from Tenant or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Landlord (x) recognizes a particular entity as a Mortgagee under this Lease and (y) will accord to such entity all the rights and privileges of a Mortgagee hereunder.

29. Further Amendments to Property Description. In the event that it is determined that there are any inaccuracies in or changes required to the legal description of the Premises contained in Exhibit A, the validity of this Lease shall not be affected, and, upon the request of Tenant, Landlord shall amend the legal description of the Premises contained in Exhibit A of this Lease and in Exhibit A of the short form of this Lease to reflect the legal description of the Premises contained in a title commitment, other title report or survey obtained by Tenant for the Premises.

30. Estoppel. Upon the request of Tenant or a Mortgagee, Landlord shall deliver to the requesting party a certificate setting forth the material terms of the Lease, the existence of any Default under the Lease, the date through which Rent has been paid and any amounts on deposit with Landlord, the current Rent rate, and such other reasonable terms requested by the requesting party. The failure by Landlord to respond to such request within fifteen (15) business days shall constitute an event of Default, and in addition, shall result in the deemed acceptance, approval and confirmation of the truth of the matters set forth in the certificate sent with the original request.

31. Brokerage Commission. Except as pursuant to a separate agreement between Tenant and Tenant's broker, if any, neither Landlord or Tenant knows of any real estate broker or agents that may be entitled to receive any fees or commission in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold each other harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

32. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Missouri, and any disputes arising from or relating to this Lease shall be construed, governed and interpreted and regulated under the laws of the State of Missouri.

33. Choice of Forums. The parties stipulate and agree that any cause of action arising out of this lease shall be filed in the circuit court of the county in Missouri where the lease subject property is located.

34. Interpretation; Amendment. The terms of this Lease shall not be amended, restated, changed or otherwise modified except in a writing signed by Landlord, Tenant and any Mortgagee. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

35. Integration; Anti-Merger. This instrument, including the attached Exhibits, contains the complete agreement of the parties regarding the subject matter of this Lease, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership. This Lease shall continue until the expiration or termination of the Lease and Term and shall not be extinguished by operation of law pursuant to the acquisition by a single party of the interests in both Tenant and Landlord hereunder.

36. Exclusive Control; Quiet Enjoyment. Tenant shall have exclusive control, possession, occupancy, use and management of the Premises during the Term, subject to any easements or security instruments existing on the Effective Date, or as caused by Tenant. Landlord shall warrant and defend Tenant's right to quietly hold and enjoy the Premises to the Term. For the avoidance of doubt, this Lease does not convey any subsurface or mineral rights to Tenant; provided, however, that Landlord shall not, and shall not permit, any activity, including without limitation the extraction of minerals, gas or other liquid, if such activity could result, in Tenant's sole discretion, in a failure of subsurface support for the Premises or otherwise impair or adversely affect Tenant's Property or Tenant's use of the Premises.

37. Waiver. The waiver by any party of any instance of a breach of any covenant or agreement herein shall not be deemed to constitute waiver of any subsequent breach of the same or any other covenant or agreement under this Lease.

38. Nonrecourse. The performance of this Lease by Landlord and Tenant shall be secured by their respective interests in the Premises. Except for such interests in the Premises, neither Landlord's, nor Tenant's Property or assets (including without limitation Tenant's Property), shall be subject to levy, execution or any other enforcement procedure in connection with the satisfaction of liability under this Lease.

39. Consents; Further Assurances. Each party shall execute and deliver such further documents, and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Lease. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Lease, such consent or approval shall not be unreasonably or unduly withheld, delayed, or conditioned, and except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

40. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

41. Survival. Upon the expiration or earlier termination of this Lease in accordance with its terms, this Lease shall cease to have force and effect, unless the context requires otherwise to achieve the parties' intent with respect thereto.

42. Damages Waiver. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDLORD AND TENANT HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.**

43. Confidentiality. Tenant considers all information pertaining to the Development Activities, this Lease, Tenant's business practices and/or the Project (other than those matters set forth in any memorandum of this Lease duly recorded in accordance with the terms hereof) to be confidential and proprietary unless otherwise stated to Landlord in writing and Tenant retains ownership of any copyright, patents, trade secrets and other proprietary rights throughout the world with respect to all such information, together with any improvements thereto and derivatives thereof. Landlord shall not disclose, distribute or, except as explicitly provided herein, use in any way any such information or any derivative works thereof or improvements thereto without Tenant's prior written consent, including any information which is prepared or developed by or through Landlord. If Landlord believes it is required to disclose confidential information to comply with applicable law or the orders of governmental entities, it shall immediately notify Tenant in writing and permit Tenant to make the disclosure or seek a protective order to prevent or reduce such disclosure. Landlord hereby agrees not to use the name of the Project, or any variation thereof, or any logos used by Tenant, in connection with any of Landlord's personal or business promotion activities or operations without Tenant's prior written approval. Landlord and Tenant agree that any breach of any of the foregoing obligations by Landlord would cause injury to Tenant that could not be adequately addressed with money damages or any other remedy at law, and that Tenant is entitled to injunctive or other equitable relief to prevent an anticipated breach from occurring or to prevent a breach from continuing. The provisions of this Section 42 shall survive the expiration or earlier termination of this Lease.

44. Force Majeure. A Party will not be considered to be in breach or default of its obligations under this Lease to the extent that performance of such obligations or its efforts to cure are delayed, hindered, adversely affected, or prevented due to a Force Majeure Event (in each case, whether or not the applicable Force Majeure Event was foreseeable as of the Effective Date). For purposes of this Lease, "**Force Majeure Event**" means: plague, contagion, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis (including, without limitation, any measures of any governmental authority related thereto, including, without limitation, quarantine or other restrictions), fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or supranational agency, or any other act or condition beyond the reasonable control of a Party.

45. No Merger. There shall be no merger of this Lease with the fee estate in the Premises by reason of the fact that this Lease or any interest in the may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises, and all persons (including each Mortgagee) having an interest in this Lease or in the estate of Landlord and Tenant, shall join in a written instrument effecting such merger and shall duly record the same.

46. Permits and Governmental Approvals. Tenant and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Tenant's activities pursuant to this Lease. Tenant shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights that are necessary in connection with the Project or the Development Activities; and Landlord shall, upon Tenant's request, execute, and, as applicable, cause to be acknowledged and recorded, any application, document or instrument (including, without limitation, any variance, encroachment agreement or setback waiver) that is reasonably requested by Tenant in connection therewith. Such documents shall be in the form required by state or local government(s). Landlord shall use best efforts to promptly cooperate with Tenant in good faith as necessary to obtain any governmental approvals related to use of the Premises, provided that Tenant shall pay, and hold Landlord harmless from, all reasonable, actual, out-of-pocket expenses incurred by Landlord in connection with such cooperation within sixty (60) days after Tenant's receipt of a written request for such payment.

47. Environmental Attributes. Landlord shall have no ownership or other interest in any component of the System, Facilities, or any environmental attributes produced therefrom, including, without limitation, any and all credits (including tax credits, carbon credits, renewable energy credits), rebates, incentives, benefits, emissions reductions, entitlements, offsets and allowances of any kind, howsoever entitled, attributable to the Improvements or the electric energy, capacity or other generator-based products produced therefrom, whether in effect as of the Effective Date or as may come into effect in the future (collectively, "**Environmental Attributes**"). For the avoidance of doubt, Tenant's right to benefit from any such tax credit, existing or in the future, shall always be superior to Landlord's. If, under future laws, Tenant or any other holder of a leasehold interest in this Lease becomes ineligible for any Environmental Attributes resulting from the operation of the Facilities or the energy generated therefrom, Landlord shall use best efforts to promptly assist Tenant in good faith in the amendment of this Lease or replacement of this Lease with a different instrument acceptable to Landlord, in Landlord's commercially reasonable discretion (which discretion shall include but not be limited to Landlord's ability to obtain the approval of any then-current lender to Landlord holding a lien and/or security interest in Landlord's fee interest in the Premises) so as to convert Tenant's interest in the Premises to a substantially similar interest that makes Tenant or any other holder of a leasehold interest in this Lease eligible for such Environmental Attributes; *provided, however,* that, subject to the provisions of this Section 46, such Lease amendment or replacement instrument does not: (i) materially increase Landlord's obligations identified in this Lease; (ii) decrease the Rent paid by Tenant to Landlord hereunder; (iii) decrease the value of the Premises; (iv) materially decrease Landlord's rights under this Lease; (v) limit Landlord's ability to obtain financing in the future for the Premises upon terms that are reasonably acceptable to Landlord; (vi) increase the amount of Landlord's real property taxes; (vii) decrease the value of Landlord's reversionary interest in the Premises following the expiration of the Term, as amended, or at the end of the term of the replacement instrument; and/or (viii) materially affect Landlord's fee interest in the Premises. For purposes of this Section 46 only, the term "Tenant" shall include all direct and indirect owners, affiliates, and subsidiaries of Tenant.

48. CRP Payments. If Landlord is a party to a Conservation Reserve Program contract (“**CRP Contract**”) with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 regarding the Premises, then Landlord shall provide Tenant with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Tenant shall reimburse Landlord for (i) any verifiable rental payments, or portion thereof, Landlord would have received from the U.S. Department of Agriculture but for locating the Facilities on the Premises, and (ii) the verifiable penalties and interest, if any (including for any past payments received by Landlord that must be repaid by Landlord), assessed by, the U.S. Department of Agriculture as a result of the location of the Facilities on the Premises (collectively, “**CRP Payments**”). CRP Payments shall be made within sixty (60) days after the removal of any portion of the property from the CRP program as a result of the installation of any Facilities provided evidence of such amounts has been provided to Tenant’s reasonable satisfaction. Landlord shall cooperate with Tenant in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Facilities on the portions of the Premises covered by a CRP Contract.

49. Water. Tenant may utilize groundwater available from existing water wells on the Premises without Landlord’s prior written consent and Tenant may drill any groundwater wells on the Premises without Landlord’s prior written consent. In the event Tenant uses groundwater from the Premises (whether from an existing or Tenant-drilled groundwater well), Tenant shall pay Landlord for the groundwater consumed by Tenant based on then-existing market rates for the immediate vicinity of the Premises. If Tenant drills a new groundwater well on the Premises (at Tenant’s sole cost), Landlord shall be permitted to use such groundwater well so long as Landlord’s shared use does not interfere with the Development Activities. The amount of groundwater consumed by Tenant will be accurately measured by use of metering equipment meeting API specification. Meters shall be read once a month and payment shall be due by the 20th day of the following month. All water well drilling activities and use must comply with applicable law and permitting requirements. Upon expiration or termination of this Lease, Tenant shall not remove any water well then existing on the Premises.

50. Setbacks. To the extent that Tenant, its permitted successor, assign or Affiliate (defined below) owns, leases or holds an easement over lands adjacent to the Premises, and has installed or constructed or desires to install or construct any Facilities on said land at and/or near the common boundary between the Premises and said land, Landlord waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Premises or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Tenant, its permitted successor, assign or Affiliate (“**Setback Requirements**”). Landlord further waives any Setback Requirements which may apply to the installation of Facilities on the Premises. Further, if so requested by Tenant, its permitted successor, assign or Affiliate, Landlord shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority. Without limiting the grant of easements made in this Lease, Landlord understands and has been informed by Tenant that the Facilities on the Premises may result in some nuisance, and hereby accepts such nuisance, and Landlord waives their/its right to object to such nuisance provided that Tenant complies with its obligations in this Lease. “**Affiliate**” for purposes of this Lease means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Tenant. As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the later of the dates indicated below.

LANDLORD:

CITY OF ROLLA

By: _____

Name: Louis J. Magdits IV

Title: Mayor of the City of Rolla

Date: _____

TENANT:

VICHY SOLAR LLC

By: _____

Name: _____

Title: _____

Date: _____

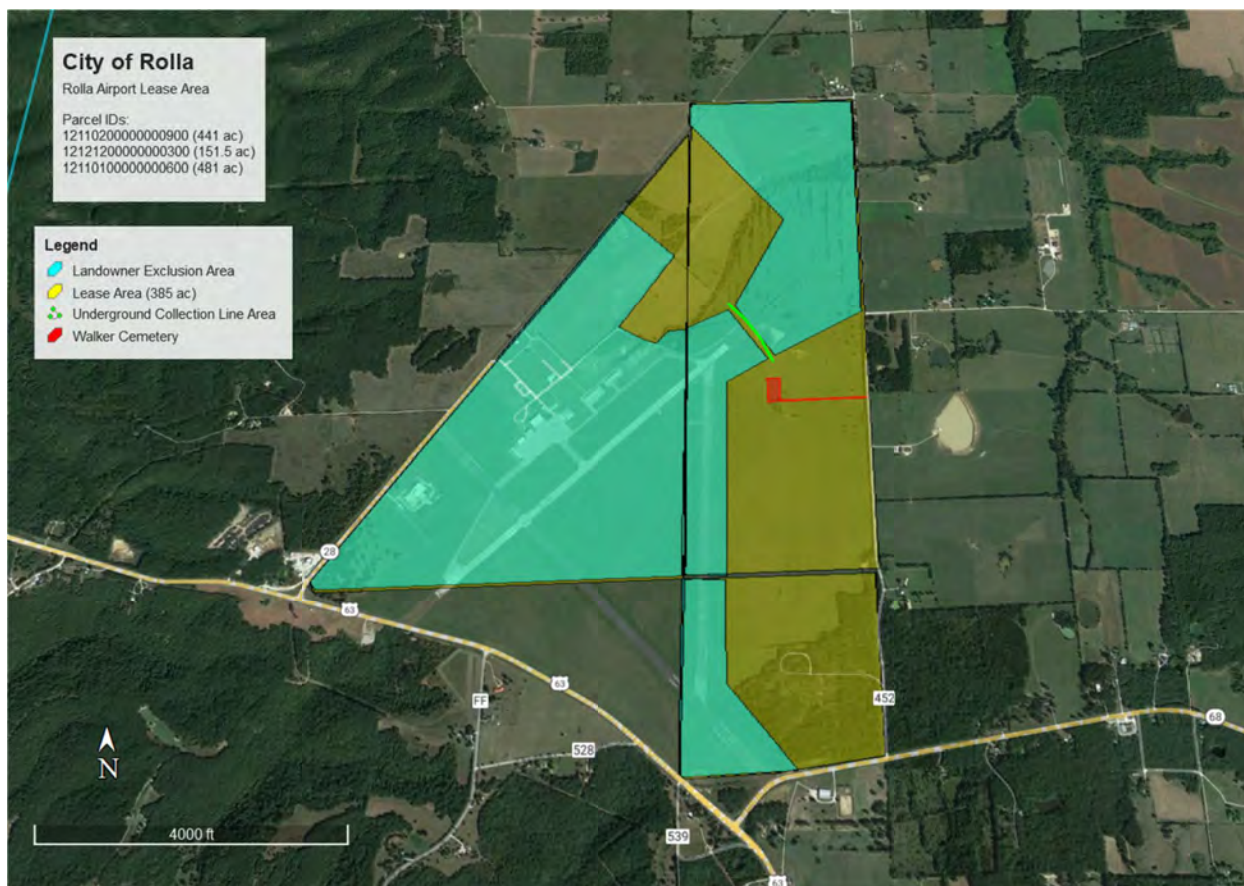
Exhibit A

Legal Description of the Premises

All that land deeded to the City of Rolla via that certain Deed recorded in Deed Book 81, Page 373 on October 16, 1958, in Maries County, Missouri.

All that land deeded to the City of Rolla via that certain Corporation Quit-Claim Deed recorded in Deed Book 131, Page 608 on April 3, 1981 in Maries County, Missouri.

Depiction of the Premises



Area 1: Approximately 120 acres within Hay Lease 1

Area 2: Approximately 265 acres within Hay Lease 1

Subject to survey

Exhibit B

Other Leases, Options and Licenses

Exhibit C

Form of Notice of Rent Commencement

[LETTERHEAD]

[DATE][LANDLORD]

Re: Notice of Rent Commencement of Lease for [PROJECT NAME]

[LANDLORD],

Reference is hereby made to that certain Ground Lease Agreement between you and [TENANT NAME] (“*Tenant*”), dated as of _____ (as amended, restated and supplemented, the “*Lease*”). Capitalized terms used but not defined herein shall have their respective meanings as set forth in the Lease.

Tenant is pleased to inform you that pursuant to the satisfactory completion of all due diligence testing of the Premises, the Term of the Lease [has commenced/will commence] effective as of _____, which shall be the Rent Commencement Date under the Lease.

Rent

The annual Rent for the current year is equal to \$ _____ per Acre, for _____ acres as shown on the Survey. This first installment of Rent is in the amount of \$ _____, representing Rent due from the Rent Commencement Date through the next Rent Payment Date. [Please see the enclosed check number _____ for payment of the first installment of Rent.]¹ The next payment of Rent shall be made on [July/January 15] and shall be in the amount of \$ _____.

Taxes

The Premises consist of [a portion of] Tax Parcel ID Number _____ (the “*Tax Parcel*”), consisting of _____ acres. Therefore, because the Premises contain _____ acres, in accordance with Section _____ of the Lease, Tenant’s Portion is _____%; provided that Tenant’s Portion shall be recalculated as necessary pursuant to a change in the number of Acres comprising the Premises or the Tax Parcel. In accordance with Section _____ of the Lease, Tenant will remit payment for Tenant’s Portion of Taxes due on the Tax Parcel during the Term directly to the relevant Taxing authority. To facilitate the payment process, kindly forward a copy of each Tax bill you receive for the Tax Parcel during the Term to Tenant at the address below, *immediately* upon receipt of the same. Tenant will forward evidence for your records of any Taxes paid by Tenant in respect of the Tax Parcel. Please note that you are responsible for paying the balance of any real Premises taxes due with respect to the Tax Parcel. In the event of any conflict or ambiguity between this notice and the Lease with respect to Tenant’s obligation to pay Taxes, the Lease shall control.

Please let us know if you have any questions.

Best Regards,

Vichy Solar LLC

¹ Note that payment for the first installment of Rent may be withheld until Tenant has received a completed form W-9 from Landlord, but that such delay shall not delay the Rent Commencement Date.

Exhibit D

Form W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
					-				
OR									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit E

Mineral Estate

Party Name	Percentage of Mineral Ownership	Type of Mineral Ownership

Exhibit F

Memorandum of Lease

[attached]

Space above reserved for Recorder of Deeds Office

Title of Document: Memorandum of Solar Ground Lease Agreement
Date of Document: _____
Owner(s)/Landlord(s): City of Rolla, Missouri
Owner(s)/Landlord(s) Address: 901 N. Elm St. Rolla, MO 65401
Tenant: Vichy Solar LLC
Tenant Address: 125 E. John Carpenter Freeway, Suite 525. Irving, TX 75062
Legal Description: See Attached Exhibit A
Reference Book and Page: N/A

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT (“**Memorandum**”) executed as of the ____ day of _____, 2023, by and between The City of Rolla (“**Landlord**”), and Vichy Solar LLC, a Delaware limited liability company (“**Tenant**”), Landlord and Tenant may hereafter be referred to as, together, the “**Parties**”.

RECITALS

A. Landlord and Tenant have entered into a certain Solar Ground Lease Agreement (“**Lease**”), dated _____, 2023 (“**Effective Date**”), whereby Landlord has agreed to lease to Tenant certain real property, together with access easement rights and an easement for the free and unobstructed collection and conversion of solar energy across said premises in Maries County, Missouri, and being more particularly described on the attached Exhibit A (“**Premises**”).

B. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Tenant in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Landlord and Tenant have entered into the Lease to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease, Tenant has the exclusive right to use the Premises for solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease.

2. The “**Diligence Period**” commences on the Effective Date and continues for a period of thirty-six (36) months. At Tenant’s option, Tenant may elect to extend the Diligence Period for an additional period of one year by delivering written notice of Tenant’s election. The “**Initial Term**” shall commence on the first to occur of (i) Tenant’s delivery to Lessor of notice of the start of construction of the Facilities or (ii) the Construction Commencement Date (as defined in the Lease) (the “**Initial Term Start Date**”) and shall expire on a date that is thirty (30) years after the Initial Term Start Date. Tenant shall have the right, at its option, to extend the Initial Term for up to two (2) additional successive terms of ten (10) years each (each a “**Renewal Term**” and collectively, the “**Renewal Terms**”) by providing Landlord with written notice of Tenant’s election to extend the Initial Term.

3. Subject in all respects to the terms and conditions of the Lease, Landlord has agreed that, from and after the Effective Date of the Lease, any right, title or interest created by Landlord in favor of or granted to any third party shall be subject to (i) the Lease and all of Tenant’s rights, title and interests created thereby, (ii) any lien of any lender of Tenant’s then in existence on the leasehold estate created by the Lease, and (iii) Tenant’s right to create a lien in favor of any lender of Tenant’s.

4. Tenant and any successor or assign of Tenant has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of Tenant’s right, title or interest in the Lease: hypothecate, mortgage, grant or pledge, or assign, sublease, transfer, or convey, provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Tenant; and (iii) Tenant shall be fully relieved

from liability as to the rights, title and interest and obligations so assigned.

5. Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with the Facilities, Tenant's facilities or the Tenant's activities permitted pursuant to the Lease, whether located on the Premises or elsewhere; or the undertaking of any other activities permitted under this Agreement. Landlord shall not create or permit to be created or to remain, any third party right or lien with respect to the Premises except as specifically permitted in the Lease. Landlord shall not utilize the surface of the Premises and 500 feet beneath the surface of the Premises to explore for, develop, or produce oil, gas, or other minerals from the mineral estate underlying the Premises nor enter into any agreement permitting a third party to utilize the surface of the Premises or 500 feet beneath the surface of the Premises to explore for, develop, or produce, oil, gas or other minerals from the mineral estate underlying the Premises.

6. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and in the Lease, which covenants, terms and provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the Parties, and the Parties' respective heirs, executors, administrators, successors and assigns.

7. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

8. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LANDLORD:

CITY OF ROLLA

By: _____

Name: Louis J. Magdits IV

Title: Mayor for the City of Rolla, MO

Acknowledgment

STATE OF MISSOURI §

§

COUNTY OF _____ §

On this ____ day of _____ in the year 2023, before the undersigned, a Notary Public in and for said state, personally appeared Louis J. Magdits IV, known to me to be the person who executed the within Memorandum of Solar Option and Land Lease on behalf of said City of Rolla, MO, a city of the third class, and acknowledged to me that he executed the same for the purposes therein stated.

Printed Notary Name _____
My Commission Expires: _____

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

TENANT:

VICHY SOLAR LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared before me _____, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2023.

Notary Public, State of _____

Exhibit A

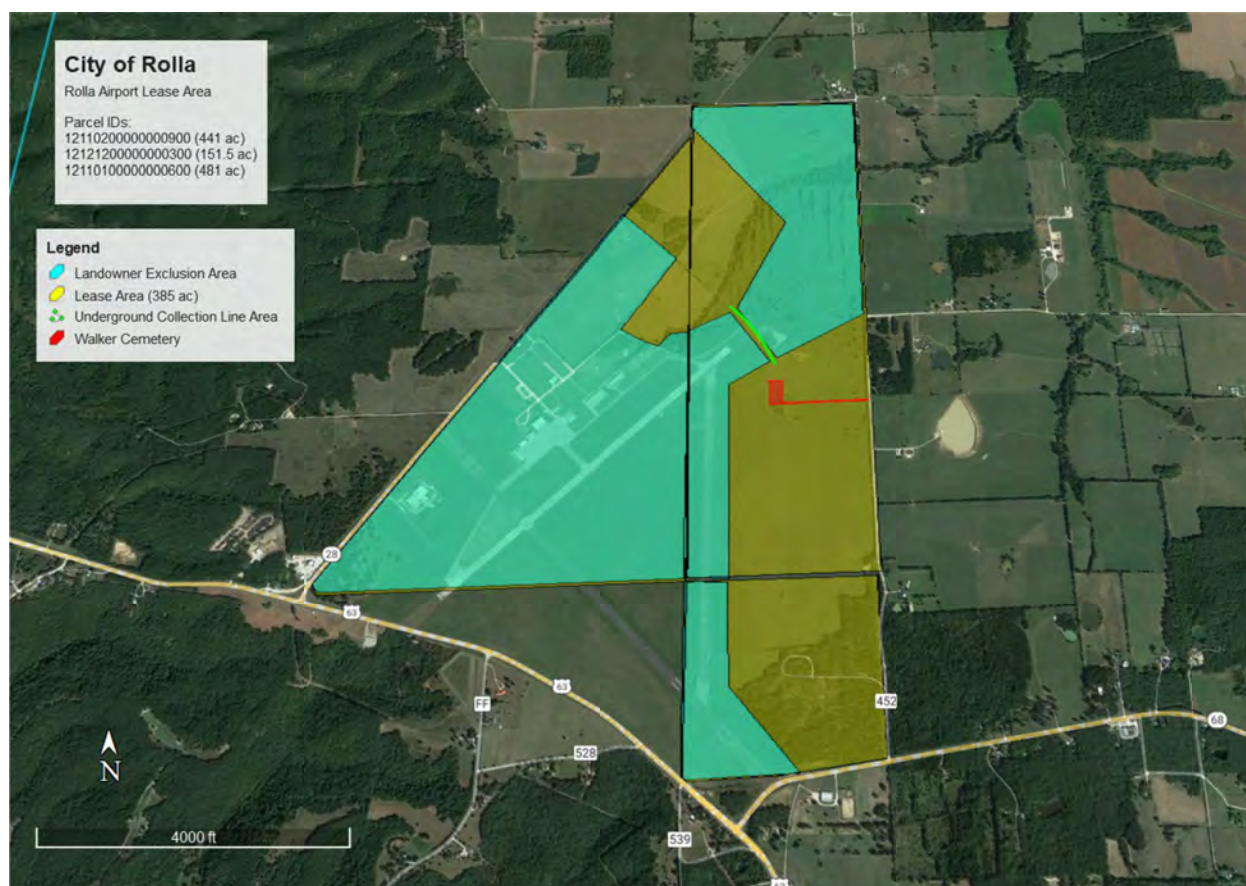
Legal Description

Legal Description of the Premises

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Depiction of the Premises



Area 1: Approximately 120 acres within Hay Lease 1

Area 2: Approximately 265 acres within Hay Lease 1

Subject to survey

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 12/27/2023 9:36:02 AM	
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Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	7

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance **1st Reading**

**ITEM/SUBJECT: IMS PROFESSIONAL SERVICES AGREEMENT FOR
PAVEMENT CONDITION ASSESSMENTS**

BUDGET APPROPRIATION (IF APPLICABLE) \$0 **DATE: 01/02/24**

COMMENTARY:

This agreement provides professional services for pavement condition assessments of all of the city maintained streets in Rolla. This work is typically done with city staff. Due to current staffing, we are proposing to use Infrastructure Management Services to complete this work.

Staff is recommending entering into an agreement with Infrastructure Management Services in accordance with the TXShare pavement analysis and related services contract. TXShare is a cooperative purchasing program that allows municipal governments to utilize the contracts they procure.

Staff recommends the first reading of the ordinance authorizing the mayor to enter into an agreement with Infrastructure Management Services for \$40,764.00.

ITEM NO. VI.C.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INFRASTRUCTURE MANAGEMENT SERVICES

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla and Infrastructure Management Services, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 JANUARY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



Quotation for Professional Services Pavement Condition Assessment



**Darin Pryor, Director of Public Works
City of Rolla, Missouri**

December 19, 2023

**IMS Infrastructure Management Services, LP
Nick Messick, Client Services Manager**

VI.C.3

Dear Mr. Pryor,

Thank you for your continued interest in the data collection services offered by IMS Infrastructure Management Services. IMS is pleased to provide this quotation to perform a full, City-wide pavement condition assessment. Optional services are also listed which include right of way assets able to be collected, field data collection for sidewalks and pedestrian ramps, as well as additional support services. The pricing we have provided is in-line with our published rates for the recent TXShare North Central Texas Council of Governments (NCTCOG) Pavement Analysis and Related Services contract.



Members of the IMS Engineering, Technical and Sales Teams at our December 2022 in-service meeting week.

We understand the City is interested in completing an objective pavement condition survey on approximately 141 test miles of roads. The City of Rolla currently utilizes the PAVER pavement management software for its pavement analysis routines. IMS has also performed recent pavement condition assessments for local Missouri agencies such as Branson, Creve Couer, St. Charles, Kirksville, Springfield, Fayetteville, Joplin, Independence, Jackson County and many more.

In addition to our recent experience in the area, it is worth noting that the IMS team has grown significantly in recent years, both in staffing and equipment. In 2021, we appointed a new Principal Engineer and President, Kurt Keifer, PhD, PE. Kurt brings over 20 years of experience to projects, and his background is at the core of the industry, with experience working for the US Army Corps of Engineers and developing the ASTM D6433 protocols.

We have added six pavement engineers and nine GIS analysts to our team along with five state-of-the-art Road Surface Testers (RST) equipped with the latest 3D Laser Crack Measurement System (LCMS-2) technology. We have also added a mobile LiDAR technology for asset inventories and ADA sidewalk and ramp compliance surveys. The combination of our larger technical team and fleet of testing equipment provides IMS with greater capacity and redundancy for completing larger projects in a timelier manner.

Thank you for your interest in working with the IMS team. We value developing, and maintaining, long-term partnerships with our clients. We will strive to remain an asset and extension of the City of Rolla staff and team. If any questions arise, please do not hesitate to contact me at (480) 980-6547 or nmessick@imsanalysis.com.

Best regards,

Nick Messick, Client Services Manager

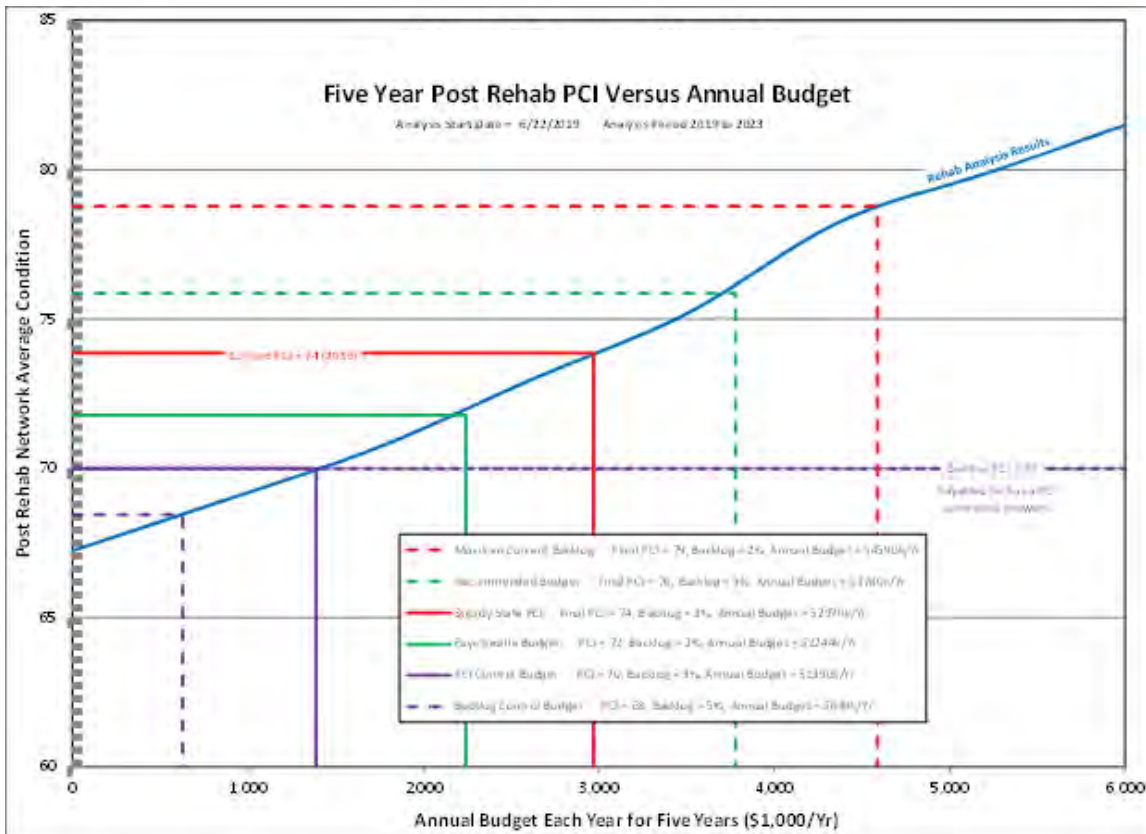
Analysis for the 2023 Project

Once the QC/QA process has been completed, our project team will deliver a Client Review Spreadsheet (CRS). This spreadsheet includes the pavement inventory, life-cycle cost estimates, and the familiar graphs and charts to understand the health of the network. This information will provide quality data, based on sound engineering principles, and realistic budgets for the City staff to utilize in their project selections and internal analyses.

Once the City reviews the PCI data, the Project Manager will set up a meeting with City staff to discuss the analysis requirements and identify additional budget scenarios to prepare. At a minimum, the following pavement management scenarios have been recommended, based on the simplified approach to this project:

- Annual funding required to maintain existing pavement conditions.
- Funding required to maintain average PCI targets set by the City over the next 5 years.
- PCI for the network if current funding levels remain the same for the next 5 years.
- Recommended pavement strategies for the various budget scenarios investigated.

We look forward to collaborating with the City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved. If the City is currently utilizing Cartegraph software, our staff can format the GIS deliverable for load directly into Cartegraph.



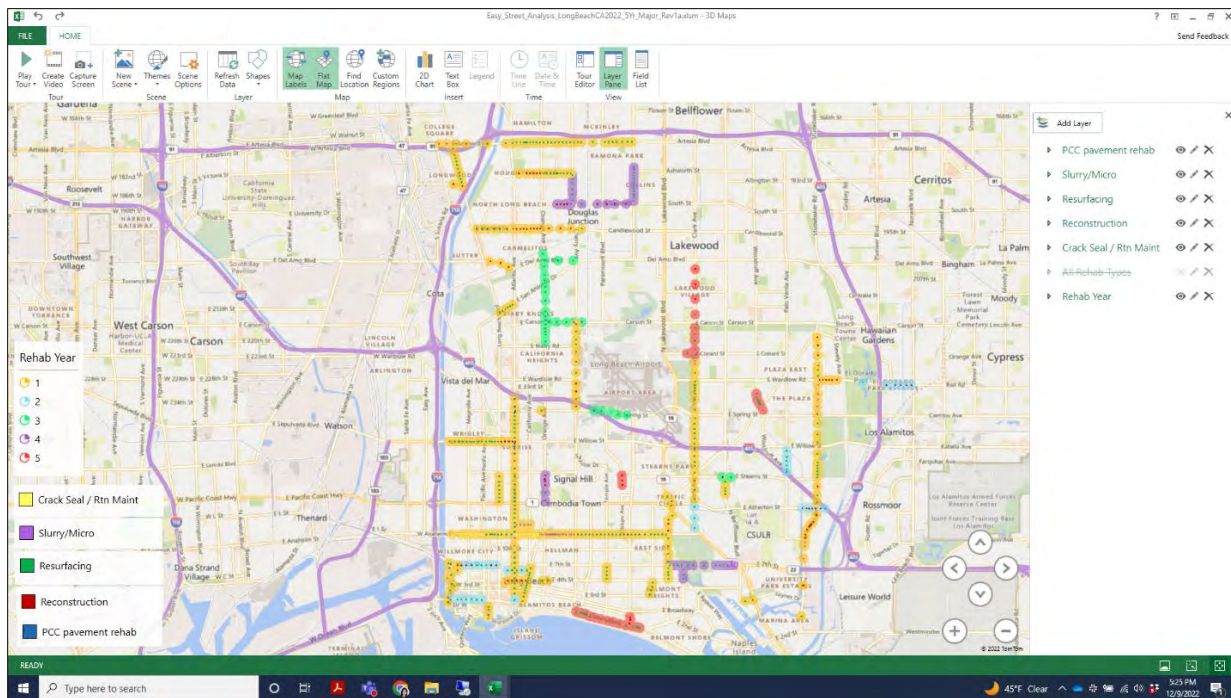
VI.C.5

Easy Street Analysis (ESA)

Easy Street Analysis is IMS' in-house, easy to use Excel based pavement management tool. ESA is perfect for small to medium sized jurisdictions that want the functionality of a comprehensive pavement management system without the licensing fees. ESA builds multi-year maintenance and rehabilitation programs around practical prioritization techniques and financial optimization, typically in the form of cost of deferral. ESA also factors in localized construction costs, customized deterioration models that reflect local pavement performance, and other environmental and local construction practices.

ESA can run “what if” scenarios for various budget runs. The ESA tool is also programmed to develop a multi-year maintenance and rehabilitation plan using “cost of deferral” as a rehabilitation candidate selection constraint. This supports our effort to continue with the valuable cost-benefit techniques for the City’s pavement management plan. ESA will supplement the City’s overall program and will not interfere with any selected software. ESA’s project-based analyses are often missing from software packages that have a network level focus.

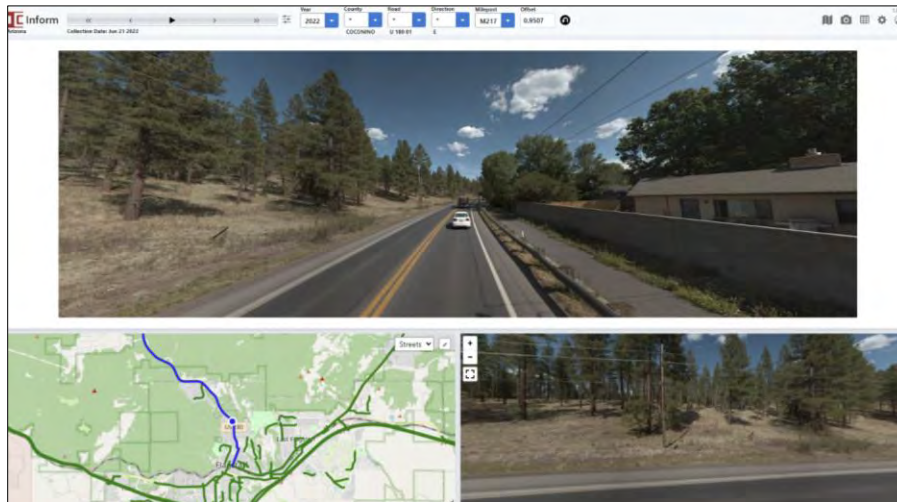
ESA data is easily used to create maps illustrating pavement conditions and various budget scenarios. It can be joined to GIS layers in GIS desktop and web-based software, and using new features in Excel, maps using the ESA data can now be produced directly in the spreadsheet.



Maps using ESA data can be produced directly in Excel.

Inform™ Pavement Data Visualization and Analysis Software

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review all collected pavement data, including cracking, rutting, and roughness together, in a geocentric environment. The software is fast, intuitive, and the simplest way to make valuable photolog images available to every user, saving field visits and time.



Inform™ powerful, enterprise-grade pavement condition data visualization and analysis software

“... ADOT had specific requirements [that needed] to be met for our viewer. Inform met and Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels.”—Robert Bush, Program Manager, Arizona DOT

Deliverables

The following products can be delivered to the City:

- Report summarizing the findings of the pavement condition survey
- Client Review Spreadsheet (CRS) with inventory, charts, and graphs
- Esri geodatabase containing updated pavement information including distress information
- Free access to the Inform web-based data viewer for 1 year
- Budget Scenarios and tailored M&R plans

VI.C.7

Budget

The fee schedule presented below is based on the IMS work plan and deliverables presented in this document.

Service Category #1: Pavement Data Collection								
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			A	B	C=AxB
			Unit Base (\$)	Cost	Unit Cost (\$) 0-200 Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ¹			\$140.00	141	\$140.00	\$19,740.00
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ¹			\$1.00	141	\$1.00	\$141.00
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500.00			1	\$2,500.00	\$2,500.00
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile ¹			\$1.00	141	\$1.00	\$141.00
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking.	Lane Mile ¹			\$1.00	141	\$1.00	\$141.00
Service Category #3: Pavement Management Analysis								
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			A	B	C=AxB
			Unit Base (\$)	Cost	Unit Cost (\$) 0-200 Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
6	Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$1.00	141	\$1.00	\$141.00
7	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$20.00	141	\$20.00	\$2,820.00
8	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$2,000.00		\$0.00	141	\$0.00	\$2,000.00
9	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	\$4,500.00		\$0.00	141	\$0.00	\$4,500.00
10	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,000.00		\$0.00	141	\$0.00	\$3,000.00
Service Category #4: Electronic Products								
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			A	B	C=AxB
			Unit Base (\$)	Cost	Unit Cost (\$) 0-200 Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
11	Data QA/QC, Processing, & Formatting (Fully Automated +Field Observations, + Manual QA/QC)	Lane Mile ¹			\$25.00	141	\$25.00	\$3,525.00
12	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹			\$5.00	1	\$0.00	\$0.00
13	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹			\$15.00	141	\$15.00	\$2,115.00
						IMS	TOTAL	\$40,764.00

Assumptions

- Pavement data collection is weather dependent and assumes one mobilization to the area. Data cannot be collected if the pavement is wet or if the temperatures are below 32 °F. Adverse weather conditions could impact this proposed schedule.
- Pavement data collection is dependent on the Client's approval of the GIS data collection map representing the road inventory to be surveyed. Data collection maps must be approved by the Client prior to mobilization and data collection.
- Prior to the kickoff meeting, the Client will provide:
 - Primary and secondary POC contact information as well as all other stakeholder contact information to ensure effective communication throughout the duration of the project.
 - A preliminary centerline GIS (i.e., geodatabase) for review and update prior to data collection. Note: Data collection relies heavily on up to date and topologically sound GIS centerline information. Significant GIS editing or cleanup will lengthen schedules.
 - Historical maintenance, rehabilitation, and reconstruction records in a geodatabase or tabular format. This information will facilitate improved QC/QA.
- Client will actively participate in submission review and provide comments within a period of time that the Client and IMS will agree to during the kickoff meeting. IMS assumes a two-week review period for draft deliverable submissions.

VI.C.8

Terms and Conditions


See below.

Contact Information

If you have any questions, please contact me @ +1 4809806547; or by e-mail
nmessick@imsanalysis.com,

Regards,

IMS Infrastructure Management Services



Nick Messick,
+1 4809806547 | nmessick@imsanalysis.com

Acceptance by

Signature

Name

Title
Rolla-MO

VI.C.9

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Authorization to Engage Lauber Municipal Law, LLC as City Counsel

TOTAL BUDGET APPROPRIATION: \$75,000+ DATE: January 2, 2024

COMMENTARY:

With the recent cancellation of legal services the City solicited for same in September/October 2023. The City received one response from Lauber Municipal Law, LLC out of Lee's Summit, MO (Jefferson City Office). After diligence, City Council ratified the Mayor's appointment of Lauber Municipal Law at the December 18th meeting. The attached Resolution authorizes the Mayor to execute the engagement letter. The engagement letter does not have a contract term and allows either party to terminate services with 30 days' notice. In 2024 legal rates are \$215/hr for attorneys (Nathan Nickolous will serve as lead attorney) and \$100/hr for law clerks/paralegals.

Recommendation: Resolution to authorize the Mayor to execute the Legal Services Engagement Letter with Lauber Municipal Law.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A LEGAL SERVICES ENGAGEMENT LETTER WITH LAUBER MUNICIPAL LAW. LLC.

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 he is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Legal Services Engagement Letter with Lauber Municipal Law, LLC, a copy of said letter is 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 2nd DAY OF JANUARY 2024.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES

The City of Rolla, Missouri is seeking proposals for the position of City Counselor. Qualified candidates must be an attorney or firm licensed to practice law in the State of Missouri, in good standing with the Missouri Bar Association and have no less than five (5) years municipal law experience. The position, established by contract, is anticipated to run through December, 2026, at a minimum. Duties include:

Basic Services:

- 1) Attend City Council Meetings (1st & 3rd Mondays) and special meetings as required;
- 2) Preparation and/or review of all ordinances, resolutions and contracts of the City; providing legal advice to the Mayor, Council and Administrative Staff (3 hours per week).

Additional Legal Services:

- 1) Representing and defending the City in relevant Courts of Record;
- 2) Legal service beyond 3 hours per week.

Sealed proposals should include:

- a) Statement of qualifications;
- b) Summary of municipal law experience;
- c) Monthly retainer for “Basic Services” and an hourly rate for “Additional Legal Services.”

Proposals should be submitted to the Rolla City Clerk’s Office by **11 a.m., Wednesday, October 11, 2023** at City Hall, 901 N. Elm St., P.O. Box 979, Rolla, MO 65402-0979. Upon award, a final contract will be submitted to the City Council for approval. The City reserves the right to reject any and/or all proposals.

EXHIBIT A



LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

December 15, 2023

City of Rolla
Attn: John D. Butz
901 North Elm Street
Rolla, MO 65401

Re: Special Counsel-General Municipal Legal Services

Dear Mr. Butz:

Lauber Municipal Law, LLC (the "Firm") is grateful for the opportunity to provide Special Counsel-General Municipal legal services to the City of Rolla (the "Matters"). In order to update applicable terms, conditions, and rates, we are submitting this letter to you to serve as the new written agreement for the Firm to provide these legal services. We look forward to continuing to serve as your Special Counsel through this engagement.

The City will be our client for this engagement. Your currently assigned attorney will continue to be primarily responsible for this engagement on behalf of the Firm; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement.

The hourly rate for all attorneys is set at \$215 per hour (this is your current rate). Any work completed by law clerks or paralegals (non-attorneys) will be billed at \$100 per hour. The Firm reserves the right to charge an hourly rate less than those indicated in this agreement at its sole discretion. The hourly rates for are subject to annual adjustment as described in the Additional Terms of Engagement. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources.

The City is not required to utilize a minimum number of hours each month. We bill the hourly rates in one-tenth hour increments and provide the City with detailed monthly statements after services have been provided.

For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate will be at the Firm's then-current economic development rate, which is currently \$320 per hour. Economic development matters not reimbursed by an applicant or project pursuant to a funding agreement will be charged at the standard rate of \$215 per hour.

The enclosed Additional Terms of Engagement will govern the general terms of this relationship unless otherwise agreed to in this engagement letter. If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter.

Please send a copy of this executed engagement letter to Paralegal Dee Dee Meier at dmeier@laubermunicipal.com. Thank you for choosing Lauber Municipal Law to provide these important legal services to the City.

VI.D.4

Kindest regards,

LAUBER MUNICIPAL LAW, LLC



Joseph G. Lauber
jlauber@laubermunicipal.com
(816) 525-7881

CITY OF ROLLA, MISSOURI

Accepted and agreed:

(signature)

(date)

By: _____
(name), (title)

VI.D.5



LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC (the “Firm”), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee’s Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

Expectations. Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment, at the sole discretion of the Firm, with written notice of at least thirty days.

Client Disbursements. Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries,

etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, court reporter fees, deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After the Firm's services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.15 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm's partners.

VI.D.7



LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

**Response to Request for Qualifications
for City Attorney Services**

Rolla, Missouri

Principal Contact for Firm:

**Nathan M. Nickolaus
308 E. High St., Suite 108
Jefferson City, MO 65101
Office Phone (660) 672-4597**



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

September 14, 2023

City of Rolla, Missouri
c/o John D. Butz, City Manager
901 North Elm Street
Rolla, MO 65401

Re: Request for Qualifications – Legal Services

Dear Mr. Butz:

Thank you for the opportunity to make a proposal to offer our services to the City of Rolla. We believe that the City will find our firm is highly qualified to provide the requested legal services. Lauber Municipal Law, LLC, (“LML”) was established in 2010 for the sole purpose of serving local governmental entities of all types and sizes. I and the nine other attorneys in our firm have dedicated our legal practice to the representation of Missouri municipal clients exclusively.

We are a full-service municipal law firm that is equipped to provide a complete spectrum of city attorney services under one roof. Our attorneys have experienced Missouri municipal law in virtually every facet, whether as in-house or contract general counsel; charter or statutory cities; large or small populations. Our goal is to meld this previous experience together to provide a high-quality “big firm” work product while providing the flexibility, personal responsiveness, and cost-effectiveness of a small firm.

We believe the fact that we have devoted our entire practice to municipal law is our greatest strength. This means that if appointed by the City, even at times when we are not specifically representing the City, we typically are assisting other city clients with issues that have, or likely will arise, in Rolla. Our time away from the City’s issues would not be spent handling a personal injury case for one client or providing estate planning advice to another. That is how our clients benefit from the synergy of our focused practice - municipal law is what we do.

We have added a new office in Springfield to our existing offices in Lee’s Summit and Jefferson City, which means we are better able than ever to serve Rolla.

We are excited about the opportunity to represent the City of Rolla. If you have any questions about this information or desire any clarification, please feel free to contact me.

Sincerely,

LAUBER MUNICIPAL LAW, LLC

VLD.9

WHAT SETS LAUBER MUNICIPAL APART

With all respect and humility, we believe the strongest reason for the City of Rolla to select Lauber Municipal Law, LLC, is that we are simply the best-equipped firm to handle the City's needs. The firm is able to take on the general and routine legal services, prosecution, litigation, code enforcement, and any special projects the City may have.

Peer Recognition

Our commitment to excellence and integrity is reflected in the fact that we are the only firm in Missouri to have two Lou Czech award winners and two IMLA Fellows.

- The Lou Czech award honors attorneys who have exhibited excellent character, ethics, and support of municipal law throughout their careers. Nathan Nickolaus won the award in 2012 and Joe Lauber won it in 2020.
- The prestigious IMLA Local Government Fellows Program was established to recognize attorneys as legal specialists in the field of local government law and to encourage attorney proficiency and competency in the local government legal field. Less than 200 attorney in the U.S. and Canada have earned this distinction.

Knowledge and Experience.

Our deep bench is another reason Lauber Municipal Law, LLC, should be selected. In many firms, it is difficult to find even one attorney that practices municipal law exclusively, but our firm has eight. Collectively, we possess nearly 75 years of municipal law experience and that experience compounds rapidly every year.

Jennifer Baird is the on-call "hotline" attorney for employment law issues for the MIRMA insurance pool.

Nathan Nickolaus is the author of *The Sunshine Law* published by the Missouri Bar, the leading text on Missouri's Sunshine Law used by attorneys, now in its third addition.

Joe Lauber and Nathan Nickolaus have been named as Fellows by the International Municipal Attorneys Association. Less than 200 attorneys nationwide have *ever* received this designation.

Legislative Solutions

Unlike other firms, we also offer assistance with the Missouri General Assembly through our Legislative Solutions program. As an example, in 2019 we were able to pass a bill giving Fayette, Missouri the ability to put a public safety sales tax before their voters.

Commitment to Missouri's Cities

As part of our firm focus on improving cities, we go the extra mile in providing educational programming for municipal officials and other lawyers. For example, we have been

repeatedly invited by the Missouri Municipal League to present seminars at their annual conferences, newly elected official conferences, municipal attorneys' conferences, and at MoCCFOA and MoGFOA events. Our firm has been retained four times by the Missouri Municipal League to write amicus curiae briefs on behalf of the League in Missouri's appellate courts, including the Missouri Supreme Court. Two of our attorneys are past presidents of the Missouri Municipal Attorney's Association. Joe Lauber currently works with the Missouri Main Street Connection; and is a Municipal Governance Institute Fellow.

Each year our firm puts on a low-cost, one-day, seminar for elected officials and staff at locations throughout the state. This gives city officials a chance to get valuable information without spending a lot of time or money. We also put on seminars on special topics throughout the state. Our attorneys regularly write articles for municipal journals. Our attorneys regularly speak at MML regional meetings.

The firm is a participating affiliate member of the Missouri Municipal League (MML) and a Gold Sponsor, and each attorney is a member of the Missouri Municipal Attorney's Association (MMAA) and the International Municipal Attorneys Association (IMLA).

Responsiveness

Most calls are answered immediately, but our firm policy is to respond to all calls within 24 hours. We are also able to attend meetings when requested by Skype, Zoom, or by phone. We can appear in person when necessary. We publish our telephone numbers, e-mails, and cell phone numbers on our business cards and website because we want to be as accessible to our clients as possible.

All of our attorneys have cell phones and are generally available at all times. Working with cities we understand that calls in the evenings or at night are to be expected.

With eight qualified city attorneys, we are always able to provide coverage should the primary attorney be sick or on vacation. Because we all work with every city, coverage is seamless for our clients.



Butler, Missouri



Arrow Rock, Missouri



Kingdom City, Missouri

Fee Proposal

The City would be our client in this engagement. Nathan Nickolaus would be primarily responsible for the engagement on behalf of LML; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement.

In consideration for the City naming our firm as its official city attorney, we would set the hourly rate for Basic Services for all attorneys at \$195 per hour.

We would bill the hourly rates in one-tenth hour increments and would provide the City with detailed monthly statements after services have been provided. In the event that such matters arise, the hourly rate for Special Matters would be \$240.00 per hour for all attorneys, except as provided below. The rate for work billed by our non-attorney staff would remain at \$100 per hour. The hourly rates for Basic Services and Special Matters are subject to annual adjustment as described below.

Basic Services include items such as attending meetings of the Board of Aldermen, drafting ordinances, participating in telephone calls and meetings with City officials, reviewing contracts, personnel issues, routine litigation matters, etc.; i.e., basically providing the City with legal representation regarding the conduct of its day-to-day business.

Special Matters, which involve more technical issues that require a higher level of expertise, include **only**: 1) complex litigation; 2) economic development incentive matters, and 3) any matter deemed a Special Matter by the mutual agreement of the City and LML. ***We would not conduct work on Special Matters without prior approval from the City.*** Please note that a matter which is not classified as a Special Matter is automatically considered Basic Services.

- We would not charge the City for long-distance telephone charges (including facsimiles);
- We would not charge the City for in-house photocopies if less than 100 copies per month;
- We do not charge for regular mail;
- We would not charge the City for the first 30 minutes (each way) of time spent traveling between the City and our office in Jefferson City. We do not charge for mileage; and
- All hourly rates are subject to annual adjustment with notice of at least thirty days.

CONCLUSION

Our passion is municipal law and we would be honored to be selected as the city attorney for the City of Rolla.

VI.D.12



LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS

Agency: 700324 Branch: 912 Policy Number: 425251875 Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company

1. **NAMED INSURED AND ADDRESS:**
Lauber Municipal Law LLC
529 SE 2nd Street
Lee's Summit, MO 64064

NOTICE TO POLICYHOLDERS:
This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. **POLICY PERIOD:**
Inception: 10/29/2014 Expiration: 10/29/2015
at 12:01 A.M. Standard Time at the address shown above

3. **LIMITS OF LIABILITY:**
Inclusive of Claims Expenses
Each Claim: \$1,000,000
Aggregate: \$2,000,000
Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability: Each Claim: \$1,000,000
Aggregate: \$2,000,000

4. **DEDUCTIBLES:**
Inclusive of Claims Expenses Aggregate: \$2,500

5. **POLICY PREMIUM:**
Annual Premium: \$3,270.00
Total Amount: \$3,270.00
Includes CNA Risk Control Credit of \$ 0.00
Includes Net Protect Premium, see coverage endorsement if applicable

6. **FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**
G-118011-A (Ed. 12/2011), G-118012-A (Ed. 03/1999), G-118016-A (Ed. 12/2011), G-118024-A (Ed. 04/2008), G-118029-A (Ed. 04/2008), G-118039-A24 (Ed. 09/2008), G-118087-A24 (Ed. 09/1996), G-145184-A (Ed. 06/2003),
GSL-7779-MO (Ed. 10/2007)

7. **WHO TO CONTACT:**
To report a claim:
CNA Specialty Claim
P.O. Box 8317 Chicago, IL 60680-8317
Email: LPLNewClaims@cna.com
Fax: 866-419-6308 / Online: www.cna.com/claims
Lawyers Claim Reporting Questions: 800-540-0762



Authorized Representative 10/21/2014
Date

Note, this remains our coverage today.

VI.D.13

Nathan M. Nickolaus

FIRM HISTORY AND PHILOSOPHY

In 2010, Joe Lauber established Lauber Municipal Law, LLC, for the sole purpose of serving local governmental entities of all types and sizes. The firm was established with the purpose of making the resources and expertise of a “big firm” available to Missouri cities. Joe is a Fellow of the International Municipal Attorney’s Association. Joe’s personal experience includes a highly successful career with one of Kansas City’s largest law firms, as well as a practice focused exclusively on Missouri economic development law at the region’s busiest bond firm, and practicing at a boutique municipal law firm in the Kansas City metro area. LML’s goal is to blend big firm expertise while providing the flexibility, personal responsiveness, and cost-effectiveness of a small firm. As a result, the firm has grown exponentially, with the addition of seven attorneys and an office in mid-Missouri.

As the firm has grown, we have added attorneys who also have extensive experience and a sharp focus on municipal law.

- Jennifer Baird has over 19 years of exclusive municipal law experience and is the City Attorney for seven Missouri cities. She previously worked as an Assistant City Attorney for the City of Lee’s Summit, as well as an associate attorney at the same boutique municipal law firm for which Joe worked.
- Jeremy Cover has over 15 years’ of municipal experience, including being the Deputy City Attorney for the City of Jefferson City. He is currently the city attorney for eight Missouri cities and a prosecutor for numerous others.
- Nathan Nickolaus has 35 years of experience in municipal law and economic development including almost 10 years as the City Attorney for the City of Jefferson City. He was appointed General Counsel of the Missouri Department of Economic Development by Governor Nixon and served over two years as the City Administrator for Jefferson City. In addition to his law degree, Nathan has a Master’s Degree in Public Administration (LLM).
- Jeff Deane brings extensive litigation and administrative law experience to the firm, including 7 years as in-house counsel to the City of Independence. He currently serves as the prosecutor for several cities.
- Todd Smith is a former assistant prosecuting attorney in Miller and Cole Counties, as well as a former Assistant Attorney General, specializing in appellate work. Todd has become a recognized expert on police issues, especially the police officers’ bill of rights. In addition to his Juris Doctorate, Todd has a Master of Laws degree in Law and Government with certificate in civil and constitutional rights.
- John Mautino practices in the areas of litigation, general municipal law, telecommunications law, public rights-of-way management, public infrastructure construction, real estate, land use, and zoning law. Prior to joining the firm, John practiced for seven years with a large national law firm headquartered in Kansas City where he represented clients in the substantive areas of communications infrastructure development, modification and deployment, federal and state telecommunications regulations, land use and zoning, real estate, municipal law, and commercial litigation. John has been involved with municipal law from the beginning of his career, starting with a prominent general practice law firm in Southeast Missouri that provided general city attorney services to several cities and served as outside litigation counsel to various

governmental entities. Before returning to private practice in 2015 John served as Deputy City Attorney for the City of Lee's Summit, Missouri.

- Madison Touchstone is a former Assistant Public Defender.
- Holly Dodge is the head of our Springfield office. She is a former assistant city attorney for Kansas City and the Kansas City Board of Police Commissioners. practices in the areas of general municipal law, human resources, employment matters, public contracts, dangerous building/nuisance abatement law, municipal prosecution, litigation, public safety law, and ordinance, code, & charter drafting.
- Lindsey Kolisch joined Lauber Municipal Law in April 2023 and practices in the areas of litigation, general municipal law, and municipal prosecution. Prior to joining the firm, Lindsey served as Law Clerk to the Honorable Justine Del Muro of the 16th Circuit Court of Jackson County, where she researched legal issues, drafted orders and judgments, and served as Bailiff during jury trials.

These years of municipal law experience mean that there are few issues that we have not encountered. We draw from our wealth of experience with cities of all shapes and sizes to give each of our clients cutting edge advice and guidance.

At Lauber Municipal Law, we completely understand public entities' need to obtain the most effective representation possible while considering the fact that these services are compensated from a budget made up of public funds. As our firm's motto indicates, we are proud to serve those who serve others—and our genuine desire is to make that job easier and less stressful for the elected officials and administrative staff of these entities.



Email: nickolaus@laubermunicipal.com

FIRM AND MEMBER INFORMATION

Firm or individual name and contact information, including e-mail and website addresses and year organized.

Lauber Municipal Law, LLC.

The website address is <https://www.laubermunicipallaw.com>

Email for principal contact for Rolla, Nathan Nickolaus is

NNickolaus@laubermunicipal.com

Email for firm principal, Joe Lauber is JLauber@laubermunicipal.com

The firm was organized in 2010

Principal Office:

4031 NE Lakewood Way
Lee's Summit, MO 64064
Office Phone (816) 525-7881

Central Missouri Office

308 E. High St., Suite 108
Jefferson City, MO 65101
Office Phone (660) 672-4597

Springfield Office

1855 National Avenue
Springfield, MO 65804
Office Phone (660) 605-3400

Summary of qualifications, specializations, experience (including municipal), professional affiliation, special training, availability, Missouri Bar license numbers, and contact information for key personnel and proposed lead and back-up attorneys for the City.

All attorneys in the firm dedicate their practice exclusively to the practice of municipal law; no attorneys practice outside of municipal law. Specifically, each of our attorneys is highly experienced with all facets of general municipal law, the Missouri Sunshine Law, and general contract law. For detailed information on each attorney, please see Appendix B. Additionally, our attorneys have developed individual niche practice experience in the following areas:

- a. Joe Lauber- Economic development, taxation, parks, and public works projects
- b. Jeremy Cover- Economic development, prosecution, and public safety
- c. Jennifer Baird- Economic development, employment, real estate transactions, and zoning/land use
- d. Nathan Nickolaus- Sunshine Law, Legislative Solutions, economic development, collective bargaining, and public infrastructure

- e. Jeff Deane- Litigation, prosecution.
- f. Todd Smith – Police issues

All attorneys in the firm are members of the Missouri Municipal Attorneys' Association and the International Municipal Lawyers Association.

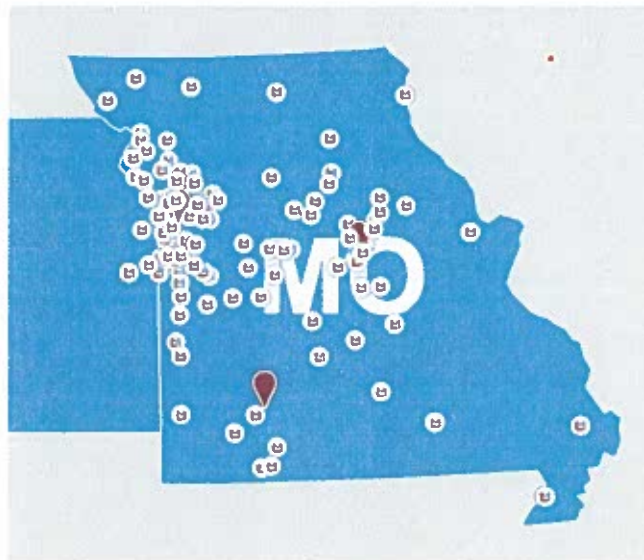
All attorneys of the Firm are in good standing with the Missouri Bar. Verification of this can be made at www.mobar.org/LawyerDirectory.aspx

None of the members of the firm have been subject to discipline or the subject of complaint in the past five years.

The firm has not filed for bankruptcy or reorganization.

While Nathan Nickolaus would be the primary attorney, if the City selects Lauber Municipal Law, LLC, to serve as the city attorney, it is effectively putting ten very experienced municipal lawyers at its disposal.

Our Clients



Cities where we represent and our three offices.

We currently represent 73 cities as City Attorney, 22 cities as prosecuting attorney, 12 cities as special counsel for economic development issues, and 36 cities as special counsel for miscellaneous issues. A full list is available on our website.

Several of our attorneys have served previously as in-house counsel in larger cities including Lee's Summit, Independence, Jefferson City, and Webster Groves.

Our attorneys have litigated numerous municipal cases including defending Section 1983 civil rights claims, annexation litigation, environmental litigation, takings/adverse

possession claims, condemnation claims, ballot issue challenges, suites challenging ordinances, telecom litigation, and zoning disputes.

Our biographical section, Addendum A, shows the vast experience of our attorneys individually and as a whole in the field of municipal law.

We advise all types of city officials and bodies, including mayors, city councils, and city administrators. We assist cities with personnel matters, contracts, ordinances, resolutions, and land use issues on a daily basis, including drafting and reviewing relevant documents. We are very familiar with applicable Missouri State Statutes and Roberts Rules of Order and can advise the City on matters related to those texts. We routinely work with insurance companies and insurance counsel on claims and litigation. Our attorneys draft correspondence, contracts, and other legal documents for cities on a daily basis.

CONFLICTS OF INTEREST.

The firm's attorneys have no known conflicts of interest related to performing the scope of services for the City of Rolla. Our firm policy is only to represent municipalities and entities created by municipalities. This policy proactively protects our clients against conflict of interest issues. Because our attorneys practice only municipal law, it is rare that we would ever have a conflict of interest against any city, unless one city has a dispute against another or is negotiating an intergovernmental cooperative agreement with another. Additionally, our policy makes it unlikely we would have "business conflicts" whereby other cases might create bad law for cities because we exclusively represent public entities.



CITY OF ROLLA
CITY COUNCIL AGENDA

Department Head: John Butz, City Administrator

Action Requested: Discussion/First Reading

Item/Subject: Ordinance to Submit to Voters 3% Marijuana Tax

Budget Appropriation: \$250,000 +/-

Date: January 2, 2024

Missouri voters approved Amendment 3 in November 2022 which authorized the legal sales and use of recreational marijuana by adults. The proposed amendment authorized cities, after approval by voters, to impose an additional 3% sales tax on all tangible personal property retail sales of adult-use marijuana. The question to impose the tax can be placed on any general or special municipal election but April 2024 is the most cost-effective date for Rolla. Certification of ballot questions (an adopted ordinance) for the April 2024 election must be done by Jan. 25, 2024.

Should Rolla voters approve the 3% local sales tax, the sales tax will be collected and remitted by the MO Department of Revenue like other sales taxes. The local option tax will not apply to medical marijuana, but the tax will be in addition to the existing sales taxes. The City of Rolla currently has two licensed comprehensive marijuana dispensaries, but additional licenses can be issued by the MO DHSS. It is the intent to use the tax revenues for general municipal purposes (General Fund) which cover general administrative services, IT/cyber security, and public safety. If approved the tax would go into effect in October 2024 with the first remittances to the City in December 2024.

Note: Phelps County successfully passed a 3% sales tax in April 2023 but there are legal challenges pending on the “stacking” of this sales tax. There is no clear indication at this point as to what or how the taxes will be applied, but the law seems clear that cities have the right to impose on businesses within their corporate limits.

Recommendation: First Reading of Ordinance calling for an April 2024 election on the 3% tax on adult-use marijuana.

ORDINANCE NO. _____

AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF ROLLA, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2024; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.

WHEREAS, on November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

WHEREAS, the newly enacted Article XIV, section 2.6(5) of the Missouri Constitution authorizes the City of Rolla, Missouri to impose, by ordinance, an additional sales tax in amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in such political subdivision subject to approval by voters of the City of Rolla, Missouri; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Rolla, Missouri to impose a sales tax of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Rolla, Missouri for general municipal purposes, including public safety and IT/cyber security, and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 2, 2024.

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

SECTION 1 – ADULT USE MARIJUANA SALES TAX. A sales tax at the rate of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Rolla, Missouri, as authorized by Article XIV, section 2.6(5) of the Missouri Constitution, is hereby imposed. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

SECTION 2 – EFFECTIVE DATE. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 2, 2024, at which election a proposal to authorize the City Council of the City of Rolla, Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Rolla.

SECTION 3 – FORM OF BALLOT. The ballot to be used in such election shall contain the following question:

Question 1

Shall the City of Rolla, Missouri, impose a sales tax of three percent (3%) on all retail sales of adult use marijuana sold in the City of Rolla, Missouri?

Yes

No

SECTION 4 – NOTICE OF ELECTION. The City Clerk is hereby directed to notify the County Clerk of Phelps County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on Tuesday, January 23, 2024, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

SECTION 5: This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16TH DAY OF JANUARY, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CITY OF ROLLA
CITY COUNCIL AGENDA

Department Head: John Butz, City Administrator

Action Requested: Discussion/First Reading

Item/Subject: Ordinance to Submit to Voters Ballot Issue to increase Hotel/Motel Tax from 3% to 5%

Budget Appropriation: \$300,000 +/-

Date: January 2, 2024

In 1993 the MO Legislature authorized the City to pursue a tax (anywhere from 2-5%) on hotel/motel night stays. On April 6th, 1993 Rolla voters approved a 3% levy in addition to the regular sales tax specifically “promoting the city as a convention, visitor and tourist center”. The City has entered into an agreement with the Chamber of Commerce since 1993 (renewed every 3-5 years) to implement same with good success.

The Chamber has requested increasing that tax from 3% to 5% to expand tourism efforts including: expanding their destination Rolla grant program, additional digital marketing, tourism/event trading software, and an (future) events coordinator. The ordinance calls for an election on April 2, 2024 which is the same election the City plans to include the 3% marijuana tax.

Hotel/Motel Tax Receipts per Annum

Year	Gross Receipts	% of Charge
2009	\$281,651	
2010	\$299,389	+6.3
2011	\$295,484	-1.3
2012	\$291,659	-1.3
2013	\$284,634	-2.4
2014	\$315,510	+10.8
2015	\$332,543	+5.4
2016	\$357,053	+7.4
2017	\$374,305	+4.8
2018	\$378,913	+ .7
2019	\$357,642	-5.1
2020	\$275,432	-23
2021	\$355,608	+29
2022	\$451,510	+27
2023	\$412,673	+2.5

ORDINANCE NO. _____

AN ORDINANCE CALLING FOR AN ELECTION TO BE HELD IN THE CITY OF ROLLA, MISSOURI, ON THE SECOND DAY OF APRIL, 2024, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE CITY OF ROLLA, MISSOURI, THE PROPOSITION OF INCREASING THE THREE PERCENT TAX ON EACH SLEEPING ROOM OCCUPIED AND RENTED BY TRANSIENT GUESTS OF HOTELS AND MOTELS LOCATED IN THE CITY OF ROLLA, MISSOURI, TO A FIVE PERCENT TAX FOR PROMOTING THE CITY AS A CONVENTION, VISITOR, AND TOURIST CENTER.

WHEREAS, in February 1993 the Missouri Legislature approved RSMo 94.830 that authorized “any city which contains a state university whose primary mission is engineering studies and technical research may impose a tax on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the city, which shall be more than two percent but not more than five percent per occupied room per night,” subject to voter approval; and

WHEREAS, on April 6, 1993 the citizens of Rolla, Missouri approved a three percent tax on each sleeping room occupied and rented by transient guests of hotels and motels located in the City of Rolla, Missouri; and

WHEREAS, RSMo 94.830 stipulates “the proceeds of such tax shall be used by the city solely for funding a convention and visitors bureau which shall be a general not-for-profit organization with whom the city has contracted, and which is established for the purpose of promoting the city as a convention, visitor and tourist center” of which the City has contracted with the Rolla Area Chamber of Commerce for purposes of promoting said tourism; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Rolla, Missouri to impose a sales tax of five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City of Rolla, Missouri for tourism purposes, and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 2, 2024.

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

SECTION 1 – HOTEL AND MOTEL TAX. A hotel and motel tax at the rate of five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City of Rolla, Missouri, as authorized by RSMo 94.830, is hereby submitted to the voters of the City of Rolla, Missouri. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law but in no case with the total hotel and motel tax exceed five percent.

SECTION 2 – EFFECTIVE DATE. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 2, 2024, at which election a proposal to

authorize the City Council of the City of Rolla, Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Rolla.

SECTION 3 – FORM OF BALLOT. The ballot to be used in such election shall contain the following question:

Question 1

Shall the City of Rolla, Missouri, levy an increase in the hotel and motel tax from three percent to five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the city where the proceeds of which shall be expended for promotion of tourism.

Yes

No

SECTION 4 – NOTICE OF ELECTION. The City Clerk is hereby directed to notify the County Clerk of Phelps County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on Tuesday, January 23, 2024, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

SECTION 5: This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16TH DAY OF JANUARY, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

94.830. Hotel and motel tax, authorized — ballot — collection of tax — penalties may be collected (Rolla). — 1. The governing body of any third class city in any county of the third classification which contains a state university whose primary mission is engineering studies and technical research may impose a tax on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the city, which shall be more than two percent but not more than five percent per occupied room per night, except that such tax shall not become effective unless the governing body of the city submits to the voters of the city at a state general, primary or special election, a proposal to authorize the governing body of the city to impose a tax under the provisions of this section. The tax authorized by this section shall be in addition to the charge for the sleeping room and shall be in addition to any and all taxes imposed by law, and the proceeds of such tax shall be used by the city solely for funding a convention and visitors bureau which shall be a general not-for-profit organization with whom the city has contracted, and which is established for the purpose of promoting the city as a convention, visitor and tourist center. Such tax shall be stated separately from all other charges and taxes.

2. The question shall be submitted in substantially the following form:

Shall the _____ (city) levy a tax of _____ percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the city, where the proceeds of which shall be expended for promotion of tourism?

YES NO

If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of the question, then the tax shall become effective on the first day of the calendar quarter following the calendar quarter in which the election was held. If a majority of the votes cast on the question by the qualified voters voting thereon are opposed to the question, then the governing body for the city shall have no power to impose the tax authorized by this section unless and until the governing body of the city again submits the question to the qualified voters of the city and such question is approved by a majority of the qualified voters voting on the question.

3. On and after the effective date of any tax authorized under the provisions of this section, the city which levied the tax may adopt one of the two following provisions for the collection and administration of the tax:

(1) The city which levied the tax may adopt rules and regulations for the internal collection of such tax by the city officers usually responsible for collection and administration of city taxes; or

(2) The city may enter into an agreement with the director of revenue of the state of Missouri for the purpose of collecting the tax authorized in this section. In the event any city enters into an agreement with the director of revenue of the state of Missouri for the collection of the tax authorized in this section, the director of revenue shall perform all functions incident to the administration, collection, enforcement and operation of such tax, and the director of revenue shall collect the additional tax authorized under the provisions of this section. The tax authorized under the provisions of this section shall be collected and reported upon such forms and under such administrative rules and regulations as may be prescribed by the director of revenue, and the director of revenue shall retain not less than one percent nor more than three percent for cost of collection.

4. If a tax is imposed by a city under this section, the city may collect a penalty of one percent and interest not to exceed two percent per month on unpaid taxes which shall be considered delinquent thirty days after the last day of each quarter.

(L. 1993 H.B. 345 § 11)

Effective 2-4-93

From: stevie rollachamber.org <stevie@rollachamber.org>

Sent: Thursday, December 28, 2023 9:18 AM

To: John Butz <jbutz@rollacity.org>; Lou Magdits <lmagdits@rollacity.org>; Terry Higgins <thiggins@rollacity.org>; Josh Vroman <jvroman@rollacity.org>; Nathan Chirban <nchirban@rollacity.org>; Megan Johnson <mjohnson@rollacity.org>; Lister Florence Jr. <lflorence@rollacity.org>; Matt Fridley <mfridley@rollacity.org>; Jaired B. Hall <jhall@rollacity.org>; Robert Kessinger <rkessinger@rollacity.org>; Kevin Greven <kgreven@rollacity.org>; Stanley Mayberry <smayberry@rollacity.org>; Tina M. Balch <tbalch@rollacity.org>; Victoria Steen <vsteen@rollacity.org>
Subject: Proposal for 2% Motel Tax Increase - Considerations for the Rolla City Council

Dear Council Members, Mayor, and John,

At our recent Chamber Board meeting, John mentioned that the first reading of the Motel Tax increase will be at the January 2 meeting. We appreciate this opportunity to increase tourism in our community. As you continue your discussions on this topic, I wanted to provide some talking points that will hopefully help.

Who Pays the Tax:

This tax is exclusively paid by travelers staying in local hotels within the city limits, alleviating residents of the tax burden.

Revenue Generation:

- **Diverse Community Initiatives:** Additional revenue from the proposed tax increase can be utilized to support various community initiatives, including tourism promotion and development, sporting events, and support for small businesses.

Tourism Promotion and Development:

- **Economic Stimulus:** Investing in marketing and promoting Rolla as a tourist destination can attract more visitors, boost the local economy, create jobs, and stimulate growth in both the business and tourism sectors.

Destination Rolla Grant:

- **Unique Incentive:** The Destination Rolla Grant program, unique to our community, serves as a valuable incentive for event coordinators, meeting planners, promoters, and visiting groups. The proposed increase will ensure the availability of funds for more events, conferences, and meetings, fostering a positive impact on our local economy.

Less Burden on Residents:

- **Financial Relief:** Imposing a tax primarily on tourists shifts the financial burden away from residents, ensuring that residents may not see direct increases in their taxes while still benefiting from the revenue generated.

Support for Small Businesses:

- **Job Opportunities:** Increased tourism resulting from effective marketing can positively impact local businesses, creating job opportunities and contributing to economic growth.

Competitive Advantage:

- **Market Positioning:** Strategic investment in tourism will give Rolla a competitive edge over neighboring areas, attracting more tourists, sporting events, and professional planners, ultimately bolstering the local economy. We currently compete with neighboring communities with larger budgets.

Breakdown:

Expansion of Destination Rolla Grant Program:

- Current Budget: \$15,000
- Proposed Budget: Approximately \$100,000

Advancements in Promotions and Marketing:

- Current Budget: \$105,000
- Proposed Budget: Approximately \$180,000

Implementation of Tourism Research and Tracking Software:

- Proposed Budget: \$40,000 - \$50,000

Addition of Group Travel & Events Coordinator (at a later date):

- Proposed Budget: \$50,000 - \$65,000

Additional:

- **City Retains 10%:** The city retains 10% of all funds generated, in addition to all additional sales tax within the city, resulting from visitors.

We understand the council's concerns about the simultaneous consideration of a marijuana tax on the same ballot. However, we believe both taxes serve distinct demographics, with the tourism tax exclusively impacting hotel guests and the marijuana tax applying to those purchasing cannabis. Rolla's unique position in attracting visitors for both reasons could result in mutually beneficial outcomes.

In conclusion, the proposed 2% motel tax increase is a strategic investment in Rolla's future. It aligns with our commitment to growth, innovation, and positioning Rolla as a premier destination. We are confident that Rolla's citizens will recognize the potential benefits and support both opportunities.

Thank you for your time and consideration. We look forward to further discussions on how we can collectively enhance Rolla's economic landscape.

Sincerely,



Steve Kears
EXECUTIVE DIRECTOR

☎ 573-364-3577
📍 1311 Kingshighway, Rolla, MO 65401
🌐 www.rollachamber.org

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Backhoe

BUDGET APPROPRIATION (IF APPLICABLE) \$160,000 DATE: 01/02/2024

COMMENTARY:

Staff is requesting to participate in the Sourcewell cooperative purchase of a John Deere 410 Backhoe. The existing backhoe is a 2013 Caterpillar 430 with 4000 hours. We will surplus the existing backhoe through Purple Wave or other similar online auctions.

The unit is a planned replacement in the Sewer Department. The price for the unit is \$154,315.34 and will be paid for out of existing revenues.

Sourcewell Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Staff recommends City Council approve the purchase of a John Deere 410P from McCoy Construction and Forestry of Cuba, MO for \$154,315.34 using the Sourcewell program.

ITEM NO. VII.A.1

Quote Summary

Prepared For:
 CITY OF ROLLA
 PO BOX 979
 ROLLA, MO 65402
 Business: 573-426-6982
 ROLLAAP@ROLLACITY.ORG

Prepared By:
 WILLIAMS BRIAN
 McCoy Construction & Forestry
 6885 Old Route 66
 Cuba, MO 65453
 Phone: 573-885-0500
 brianwilliams@mccoycf.com

Quote Id: 30043397
Created On: 04 December 2023
Last Modified On: 11 December 2023
Expiration Date: 11 January 2024

Equipment Summary	Selling Price	Qty	Extended
2024 JOHN DEERE 410 P-Tier Backhoe Loader - 1T0410PAERFX06286 Extended Warranty Extended Warranty, 410 P, Power Train And Hydraulics, 3000 Total Hours or 60 Total Months, \$0 Deductible	\$ 154,315.34 X	1 =	\$ 154,315.34
Sub Total			\$ 154,315.34
Equipment Total			\$ 154,315.34

Quote Summary	
Equipment Total	\$ 154,315.34
SubTotal	\$ 154,315.34
Est. Service Agreement Tax	\$ 0.00
Total	\$ 154,315.34
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 154,315.34

VII.A.2

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30043397

Customer: CITY OF ROLLA

2024 JOHN DEERE 410 P-Tier Backhoe Loader - 1T0410PAERFX06286

Equipment Notes: Sourcewell Contract #:#011723-JDC
 Customer Number: 47718
 Base Machine List Price: \$234,145.00
 Sourcewell List Price Discount: 41% \$95,999.45
 Base Machine cost: \$138,145.55

Additional Requested Services and Attachments:
 92" loader bucket
 24" backhoe bucket
 5yr/3000hr Powertrain & Hydraulic Warranty travel time and mileage not included
 JD Link
 Parts and Service Manuals
 Dealer Setup, Predelivery, Freight, and Product training.

Hours: 3

Stock Number: 259068

Code	Description	Qty
17E0T	JOHN DEERE 410 P BACKHOE LOADER	1

Standard Options - Per Unit

183E	JDLINK	1
0202	UNITED STATES	1
0259	ENGLISH OPS MANUAL	1
0351	TRANSLATED LABELS	1
1003	CAB	1
3009	MFWD W/ LIMITED OPEN DIFFERE	1
4006	ENGINE FT4	1
5250	TIRE GAL21-24,12.5/80	1
6152	SINGLE BATTERY	1
6575	750LB FRONT COUNTERWEIGHT	1
6752	EXTENDIBLE DIPPERSTICK	1
7002	AUXILIARY W/ONE&2WAY FLOW	1
7028	PILOT CONTROLS 2 LEVER	1
7037	2WAY LOADER HYDR SINGLE LEVE	1
7701	LESS COUPLER/THUMB READY	1
7865	1.5CUYD WIDE HEAVY DUTY BKT	1
8075	OIL SAMPLING PORTS	1
8109	SUN VISOR	1
8126	HEAVY DUTY GRILL FRAME	1
8131	HEAVY DUTY STABILIZER PADS	1
8142	LED LIGHT PACKAGE	1

VII.A.3

Selling Equipment

Quote Id: 30043397

Customer: CITY OF ROLLA

8146	LEFT SIDE CONSOLE STORAGE	1
8165	AUTO RIDE CONTROL	1
Dealer Attachments		
287273	NEW 2024 JOHN DEERE 410 P - 24" - 7.5 CU FT HD BUCKET W/ 5 TK225FD Coupler	1
Other Charges		



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion/Ordinance **1st Reading**

ITEM/SUBJECT: Sanitary Sewer Lining

BUDGET APPROPRIATION (IF APPLICABLE) - \$250,000 **DATE: 01/02/2024**

COMMENTARY:

Staff opened bid for Project 578 2024 Sewer Lining. 3 Bids were received.

Insituform Technologies USA, LLC Chesterfield, MO	\$296,771.42
SAK Construction, LLC O'Fallon, MO	\$270,510.00
Municipal Pipe Tool Co, LLC Hudson, Iowa	\$320,965.00

This project will line just under 1.25 miles of sanitary sewer in various locations throughout the city.

Staff is requesting the first reading of the ordinance authorizing the Mayor to enter into contract with SAK Construction, LLC for \$270,510.00.

Sewer Statistics:

**Total miles of sewer – 134.5 miles
PVC – 68.47 miles
Clay – 46.93 miles
Insituform Lined – 12.95 miles
Other – 6.15 miles**

ITEM NO. VII.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 CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND SAK CONSTRUCTION, LLC

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla and SAK Construction, LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 JANUARY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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 _____ **SAK Construction, LLC** _____ 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: **2024 Sewer Lining, PROJECT 578**, 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 **2024 Sewer Lining, PROJECT 578**.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$270,510.00 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 \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

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

CITY OF ROLLA, MISSOURI

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

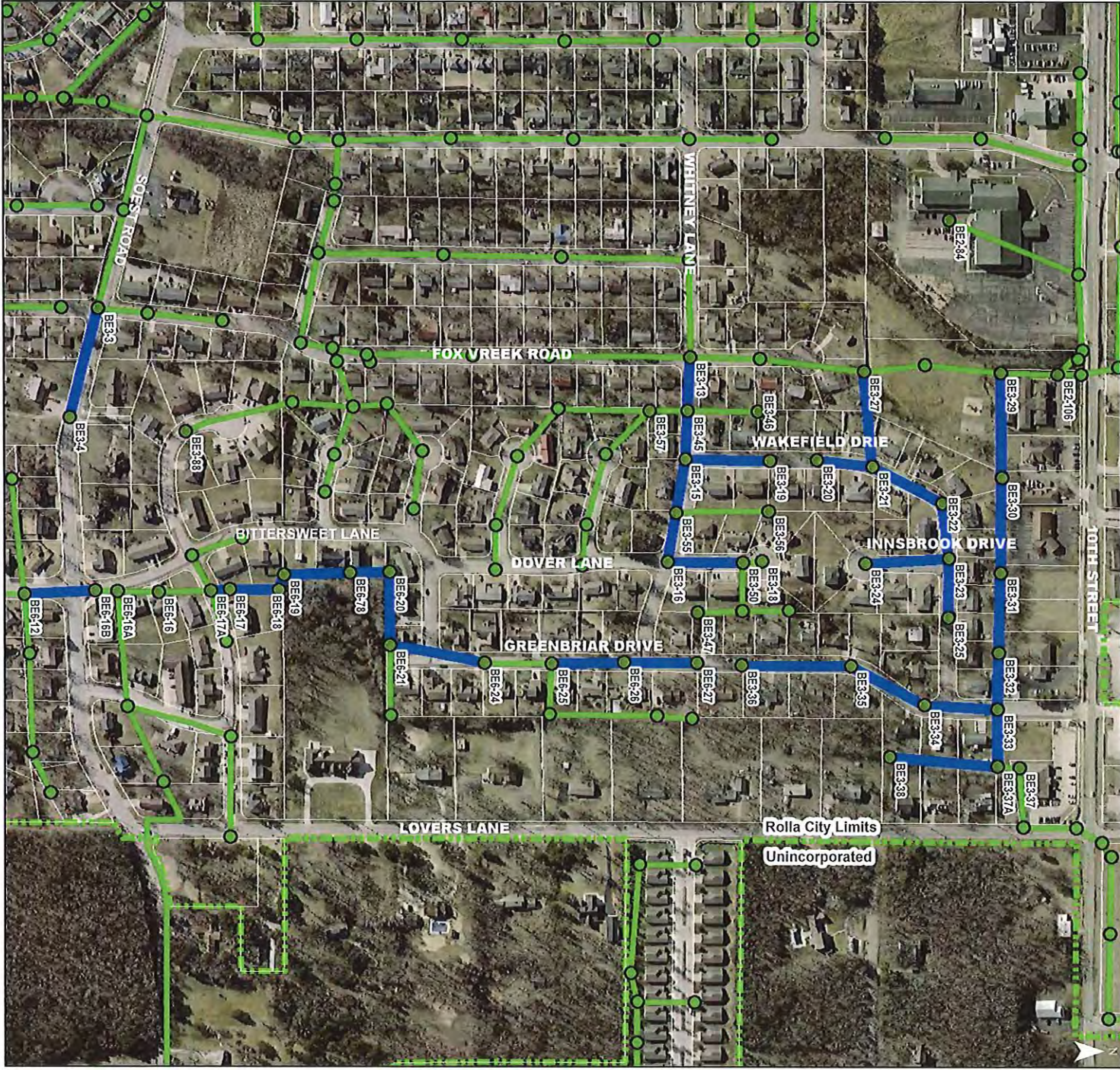
STATE OF MISSOURI)
SS)
County of Phelps)

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

2023-2024 Insituform Proposal



LINE ID	MATERIAL	DIAMETER	LENGTH
BE3-15-BE3-45	TRUSS	8	138.24
BE3-16-BE3-55	TRUSS	8	143.96
BE3-19-BE3-15	TRUSS	8	242.56
BE3-20-BE3-21	TRUSS	8	160.78
BE3-21-BE3-27	TRUSS	8	272.62
BE3-22-BE3-21	TRUSS	8	226.60
BE3-23-BE3-22	TRUSS	8	155.31
BE3-24-BE3-23	TRUSS	8	242.18
BE3-25-BE3-23	TRUSS	8	169.38
BE3-30-BE3-29	TRUSS	8	301.38
BE3-31-BE3-30	TRUSS	8	270.40
BE3-32-BE3-31	TRUSS	8	230.08
BE3-33-BE3-32	TRUSS	8	160.17
BE3-34-BE3-33	TRUSS	8	211.13
BE3-35-BE3-34	TRUSS	8	241.90
BE3-36-BE3-35	TRUSS	8	312.45
BE3-37A-BE3-33	TRUSS	8	164.75
BE3-38-BE3-37A	TRUSS	8	311.01
BE3-45-BE3-13	TRUSS	8	154.17
BE3-4-BE3-3	TRUSS	8	321.39
BE3-50-BE3-16	TRUSS	8	215.59
BE3-55-BE3-15	TRUSS	8	154.27
BE6-16B-BE6-12	TRUSS	8	200.88
BE6-17-BE6-17A	TRUSS	8	56.10
BE6-18-BE6-17	TRUSS	8	141.55
BE6-19-BE6-18	TRUSS	8	45.75
BE6-20-BE6-78	TRUSS	8	112.97
BE6-21-BE6-20	TRUSS	8	210.02
BE6-24-BE6-21	TRUSS	8	275.69
BE6-26-BE6-25	TRUSS	8	205.88
BE6-27-BE6-26	TRUSS	8	210.65
BE6-78-BE6-19	TRUSS	8	189.38
Total			6452.20

Locations

- Bittersweet Lane
- Dover Lane
- Greenbriar Drive and sewerlines running east and west of Greenbriar Drive.
- Innsbrook Drive
- Soest Road
- Wakefield Drive

Legend

- Sanitary Sewer Line
- Proposed Insituform Areas
- Sanitary Sewer Manhole