

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

COUNCIL PRAYER

Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL

Monday, August 16, 2021; 6:30 P.M.

City Hall Council Chambers

901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: MORIAH RENAUD, TERRY HIGGINS, MEGAN JOHNSON, ANN MURPHEY, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JODY EBERLY, ROBERT KESSINGER, CAROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND DEANNE LYONS

PLEDGE OF ALLEGIANCE

Terry Higgins

I. PUBLIC HEARINGS

- A. **Public Hearing/Ordinance** for Property Tax rate setting (Finance Director Steffanie Rogers)
First and Final Reading Requested
- B. **Public Hearing/Ordinance** to approve the re-zoning of 101 N Rucker Ave from C-1, Neighborhood Commercial District to the C-2, General Retail District. (City Planner, Tom Coots)
Public Hearing/First Reading
- C. **Public Hearing/Ordinance** to approve the re-zoning of 2180, 2182, and 2184 Farrar Drive from the R-3, Multi-Family District to the C-3, Highway Commercial District (City Planner, Tom Coots)
Public Hearing/First Reading

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- A. RMU quarterly report and FY2022 budget presentation. (General Manager Rodney Bourne)

III. OLD BUSINESS

- A. **Ordinance** authorizing the Mayor to enter into an agreement with Just in Time Roofing for the removal and replacement of the cemetery building roof. Bid was awarded at the August 2nd meeting. (Parks Director Floyd Jernigan) **First and Final Reading Requested**

IV. NEW BUSINESS

- A. Request to host Big BAM in Ber Juan Park: (Parks Director Floyd Jernigan and RACC Tourism Director Aimee Campbell) **Motion**
- B. **Resolution** engaging Piper Sandler as Financial Advisor on the new Public Works Facility. (City Administrator, John Butz) **Motion**
- C. **Resolution** engaging Gilmore Bell as Special Counsel Services on the new Public Works Facility. (City Administrator, John Butz) **Motion**

D. **Ordinance** to approve the minor subdivision final plat of YCHC Addition and vacating an easement.
(City Planner, Tom Coots) **First Reading**

V. **CLAIMS and/or FISCAL TRANSACTIONS**

A. **Motion** to award lowest bid for Project 540, FY 2021 Phase II Asphalt Improvements and
Ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt, LLC. (City
Engineer, Darin Pryor) **Motion/First Reading**

B. **Motion** to award health insurance excess coverage. (Finance Director, Steffanie Rogers) **Motion**

VI. **CITIZEN COMMUNICATION**

A. Open Citizen Communication

VII. **MAYOR/CITY COUNCIL COMMENTS**

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

IX. **CLOSED SESSION**

X. **ADJOURNMENT**

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie D. Rogers
Finance Director

ACTION REQUESTED: Public Hearing/Ordinance – 1st & Final Reading

DATE: August 16, 2021 **BUDGET APPROPRIATION:** \$ 1.76 M

SUBJECT: Consider Public Hearing & Ordinance Setting 2021 Tax Rate

COMMENTARY:

Council is asked to consider the proposed ordinance establishing the 2021 real estate tax levy for the City of Rolla. State law requires that the tax rates be certified to the County Clerk by September 1. Due to the State time requirements, a first and final reading of the proposed ordinance is requested at this time.

| <u>Tax Levy Rates:</u> | <u>2021</u> | <u>2020</u> | <u>2019</u> | <u>2018</u> |
|----------------------------|------------------|------------------|------------------|------------------|
| General Municipal Purposes | \$ 0.4284 | \$ 0.4598 | \$ 0.4598 | \$ 0.4598 |
| Public Library Purposes | \$ 0.1788 | \$ 0.1919 | \$ 0.1919 | \$ 0.1919 |
| Public Park Purposes | \$ 0.1055 | \$ 0.1132 | \$ 0.1132 | \$ 0.1132 |
| TOTAL LEVY | <u>\$ 0.7127</u> | <u>\$ 0.7649</u> | <u>\$ 0.7649</u> | <u>\$ 0.7649</u> |

Projected revenues budgeted in 2022 for 2021 Assessed Valuation:

| | <u>Budgeted</u> <u>Revenues</u> | <u>Increase from</u> <u>Current Year</u> |
|--------------|------------------------------------|---|
| General Fund | \$ 1,056,102 | \$ 123,452 |
| Library | \$ 440,770 | \$ 51,649 |
| Parks | \$ 260,006 | \$ 30,249 |

Staff is recommending a motion to approve the ordinance to set the 2021 tax rates.

ITEM NO. I.A.1.

NOTICE OF PUBLIC HEARING

Public Notice is hereby given by the Rolla City Council that a Public Hearing will be held at 6:30 p.m. on Monday, August 16, 2021, in City of Rolla Council Chambers, 901 North Elm Street for the purpose of considering the 2021 tax rates, not to exceed the following:

| | |
|--------------------------------|-----------|
| For General Municipal Purposes | \$ 0.4284 |
| For Public Library Purposes | \$ 0.1788 |
| For Public Park Purposes | \$ 0.1055 |

NOTICE OF 2020 AGGREGATE ASSESSED VALUATION

| | |
|---|----------------|
| State Assessed Railroad & Utility - Real Estate | \$ 967,768 |
| Local Railroad & Utility - Real Estate | 791,030 |
| Real Estate - Residential | 131,124,330 |
| Real Estate - Agricultural & Horticultural | 165,080 |
| Real Estate - Forest Crop & Mineral Rights | 0 |
| Real Estate - Industrial, etc. | 100,388,300 |
| State Assessed Railroad & Utility - Personal Property | 0 |
| Local Railroad & Utility - Personal Property | 0 |
| Personal Property | 0 |
| <hr/> | |
| Current Valuation | \$ 282,079,385 |
| TIF Assessed Valuation | \$ 7,601,380 |
| Total Current Valuation | \$ 274,478,005 |
| New Construction | \$ 2,509,140 |

Note: #233,436,508 w/o Personal Prop Assess.

NOTICE OF 2021 AGGREGATE ASSESSED VALUATION

| | |
|---|----------------|
| State Assessed Railroad & Utility - Real Estate | \$ 5,277,164 |
| Local Railroad & Utility - Real Estate | 410,160 |
| Real Estate - Residential | 149,025,050 |
| Real Estate - Agricultural & Horticultural | 164,830 |
| Real Estate - Forest Crop & Mineral Rights | 0 |
| Real Estate - Industrial, etc. | 98,908,790 |
| State Assessed Railroad & Utility - Personal Property | 0 |
| Local Railroad & Utility - Personal Property | 0 |
| Personal Property | 0 |
| <hr/> | |
| Current Valuation | \$ 253,785,994 |
| TIF Assessed Valuation | \$ 7,243,010 |
| Total Current Valuation | \$ 246,542,984 |
| New Construction | \$ 1,218,600 |

PROJECTED REVENUE FOR 2021 AGGREGATE ASSESSED VALUATION

| | |
|---------|--------------|
| General | \$ 1,032,090 |
| Library | \$ 430,748 |
| Park | \$ 254,094 |

All persons interested for or against the proposed tax rates may be present at said Public Hearing and will be heard.

Given under my hand and Seal of the City of Rolla, Missouri, this 4rd day of August 2021.

Lorri Thurman
City Clerk

F.A.2.

ORDINANCE NO. _____

AN ORDINANCE FIXING THE TAX LEVY FOR GENERAL REVENUE, LIBRARY AND PARK BY THE CITY OF ROLLA, MISSOURI, FOR THE YEAR 2021.

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

Section 1: There is hereby levied a tax on each and every one hundred dollars (\$100.00) assessed valuation of all taxable real property within the corporate limits of the City of Rolla, Missouri, made taxable by law, for the year 2021, the following sums and amounts:

| | |
|----------------------------|------------------|
| General Municipal Purposes | \$ 0.4284 |
| Public Library Purposes | 0.1788 |
| Park Purposes | 0.1055 |
| TOTAL | \$ 0.7127 |

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16TH DAY OF AUGUST 2021.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

I, A.3



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 101 N Rucker Ave from the C-1, Neighborhood Commercial district to the C-2, General Retail district

(ZON21-04)

MEETING DATE: August 16, 2021

Application and Notice:

Applicant/Owner - Mike Duncan of MPD Rentals, LLC

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background:

The property owner is seeking a rezoning of the property to increase the potential uses for the property and to match with most of the remainder of the block and other properties in the vicinity. The property currently has a residence. The applicant may convert the residence into an office or commercial space in the future.

Property Details:

Current zoning - C-1, Neighborhood Commercial to C-2, General Retail
Current use - Residential
Proposed use - Commercial
Land area - 7950 sq. ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on Rucker Ave and Black Street, both local streets.
Sidewalks - Sidewalks are not located adjacent to the subject property. Sidewalks will be required if the property is redeveloped.
Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Community Commercial uses.

I.B.1

Discussion: The requested zoning does appear to be in compliance with the Comprehensive Plan and would bring almost the entire block under the same zoning.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on August 10, 2021 and voted 7-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance; Public Notice Letter

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 101 N RUCKER AVE FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT

(ZON21-04)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on August 10, 2021 and recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its August 16, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-1 (Neighborhood Commercial) to C-2 (General Retail) Zoning described as follows:

East ½ of Lots 7 and 8, Cowan's Addition to the City of Rolla, Phelps County, Missouri

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

I. B. 3

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 7TH DAY OF SEPTEMBER, 2021.**

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

I.B.4



FREQUENTLY ASKED QUESTIONS

Who and What is the Planning and Zoning Commission?

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

What is a Rezoning (Map Amendment)?

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

What is Zoning?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

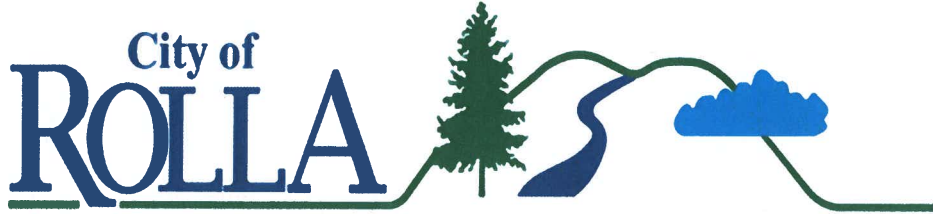
LEGAL DESCRIPTION

East ½ of Lots 7 and 8,
Cowan's Addition to the
City of Rolla, Phelps
County, Missouri

F.B.6

PUBLIC NOTICE





**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 2180, 2182, 2184 Farrar Dr from the R-3, Multi-family district to the C-3, Highway Commercial district

(ZON21-05)

MEETING DATE: August 16, 2021

Application and Notice:

Applicant/Owner - Joshua Ratliff

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background:

The applicant is seeking to rezone the property to allow for a planned self-storage development. The property was rezoned from the C-3 district to the R-3 district in 2016 to allow for the existing residential structures to become conforming. Two detached single-family dwellings are currently located on the property. The applicant intends to demolish one house and possibly use the other for an office.

Property Details:

Current zoning - R-3, Multi-family to C-3, Highway Commercial
Current use - Residential
Proposed use - Commercial
Land area - About 1.9 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Farrar Drive, a collector street; and Old St. James Rd, a primary arterial road.
Sidewalks - Sidewalks are located along Farrar Drive. Sidewalks will be required along Old St. James Rd when the property is redeveloped.
Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Community Commercial uses.

I.C.1

Discussion: The requested zoning does appear to be in compliance with the Comprehensive Plan and is consistent with the surrounding zoning and uses.

Planning and Zoning Commission Recommendation:
The Rolla Planning and Zoning Commission conducted a public hearing on August 10, 2021 and voted 7-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner
Attachments: Ordinance; Public Notice Letter, Letter of Request

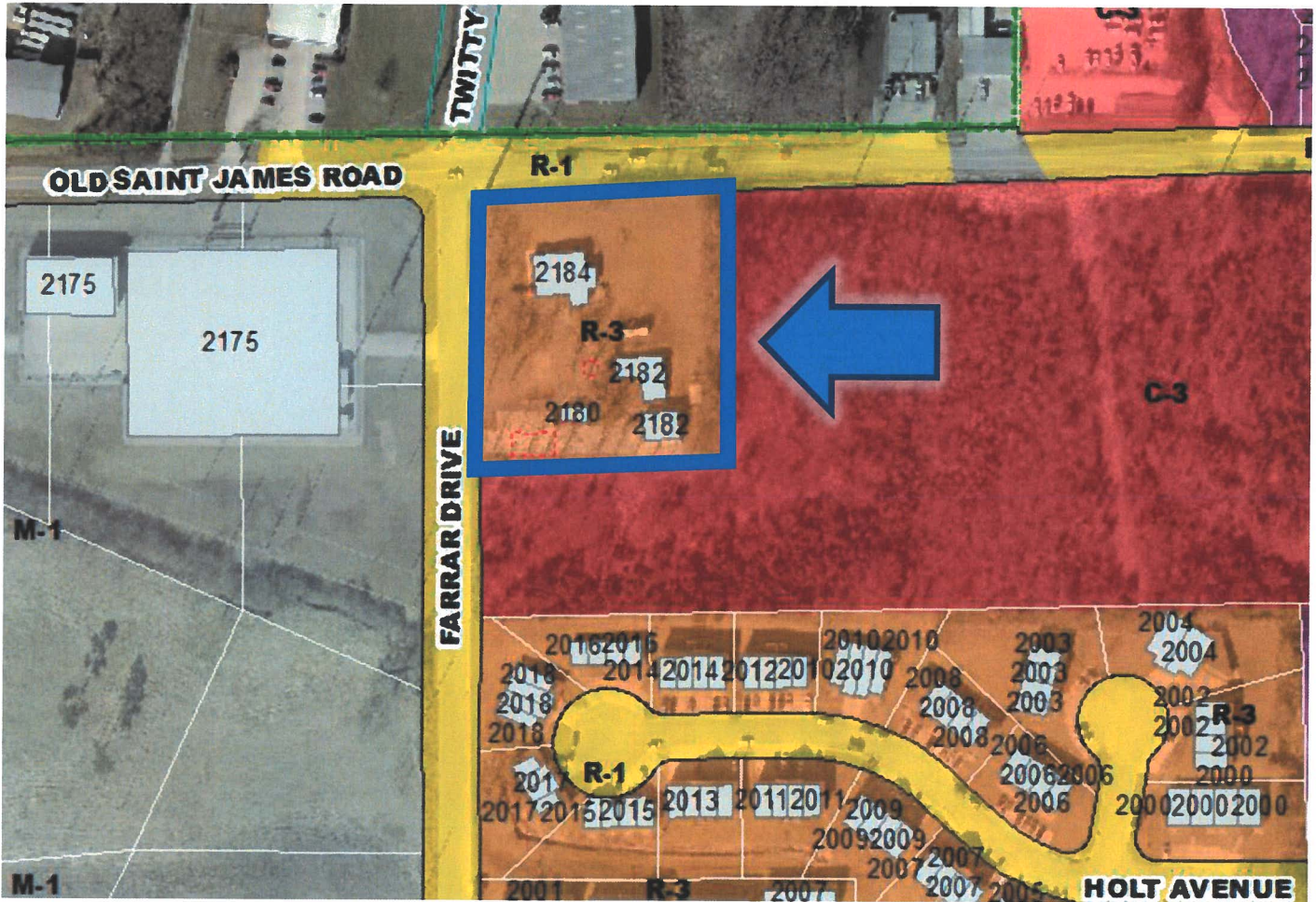
To whom it may concern,

Location: 2184 Farrar Drive

Currently has a house, office building, and three storage buildings on it. I am purposing removing all existing buildings and building an office and a climate-controlled self-storage building. I currently own and operate Lone Pine Storage at 1983 Farrar Drive.

If there are any question in regard to this rezoning, please contact me.
573-578-1696

Joshua Ratliff



Project Information:

Case No: ZON21-05
 Location: 2180-2184 Farrar Dr
 Applicant: Joshua Ratliff
 Request:
 Rezoning from the R-3, Multi-family district to the C-3, Highway Commercial district



Public Hearings:

Planning and Zoning Commission
August 10, 2021
5:30 PM
 City Hall: 1st Floor

 City Council
August 16, 2021
6:30 PM
 City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

 (573) 426-6974
 901 North Elm Street
 City Hall: 2nd Floor
 8:00 – 5:00 P.M.
 Monday - Friday

I.C.4



FREQUENTLY ASKED QUESTIONS

Who and What is the Planning and Zoning Commission?

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

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What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

Tract A, Lost Acres
Subdivision, Rolla, Phelps
County, Missouri

I.C.S

PUBLIC NOTICE



ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 2180, 2182, AND 2184 FARRAR DRIVE FROM THE R-3, MULTI-FAMILY DISTRICT TO THE C-3, HIGHWAY COMMERCIAL DISTRICT

(ZON21-05)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on August 10, 2021 and recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its August 16, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from R-3 (Multi-family) to C-3 (Highway Commercial) Zoning described as follows:

Tract A, Lost Acres Subdivision, Rolla, Phelps County, Missouri

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

P.C.6

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 7TH DAY OF SEPTEMBER, 2021.**

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

I.C.7

2021

Fiscal Year 3rd Quarter Report



Rolla Municipal Utilities
Provided to Rolla City Council
August 16, 2021

II.A.1

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A STATEMENT BY THE BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

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

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

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

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

Rolla Board of Public Works

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

THIRD QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

| | 3rd Quarter FYTD 2020 | 3rd Quarter FYTD 2021 | CHANGE |
|---------------------|--------------------------|--------------------------|---------------|
| OPERATING REVENUES | \$21,883,529 | \$22,418,503 | \$534,974 |
| OPERATING EXPENSES | (\$22,650,988) | (\$26,993,754) | (\$4,342,766) |
| OPERATING INCOME | (\$767,459) | (\$4,575,251) | (\$3,807,792) |
| OTHER INCOME & EXP. | \$463,935 | \$9,043,403 | \$8,579,468 |
| NET INCOME | (\$303,523) | \$4,468,152 | \$4,771,675 |

- June operating Income increased \$534,974. With 75% of the year finished, this puts us right on target for our year-to-date projection on operating income. June was our first month on the new billing structure with MoPEP, so we are anticipating this trend continuing. Purchased Power increased \$4,265,897 year to date. This year-to-date increase is mainly due to the extremely cold weather in February. This resulted in an operating loss \$4,575,251 year to date. Our year to date net income is \$4,468,152. The total year to date net income increase is largely due to the Ameren sale earlier this year.
- Michael Keenan, of Cochran Head Vick & Company, presented the annual audit of RMU for Fiscal Year (FY) 2020. Mr. Keenan reviewed the document and stated that RMU received an "unmodified opinion" which is the best that can be given. Mr. Keenan discussed the two comments that were the same as last year and the audit does note implementing "Construction in Progress" this year to better capitalize projects. Overall, no significant issues.



II.A.4

STATUS OF PENDING PROJECTS



ELECTRIC DEPARTMENT

- **ELECTRICAL EXTENSIONS/UPGRADES**

- Kingshighway - Highway 63 to Fairgrounds Road. Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area. Completed, April 16, 2021.
- Electric services to Missouri University of Science and Technology campus. Relocation of electric metering to MO S&T substation to accommodate University Drive relocation. Completed, March 25, 2021.
- University Drive Relocation. Reconfiguration of electric distribution system to accommodate relocation of University Drive in conjunction with Move Rolla Transportation Development District improvements. Started, November 24, 2020. Ongoing.
- Elm Street: 14th Street to 16th Street. Overhead electric distribution system modifications. Started, January 22, 2021. Ongoing.
- 3551 HyPoint Industrial Park Drive (QuikTrip). Installation of new pole and underground electric distribution system extension to allow for commercial development. Ongoing

WATER DEPARTMENT

- **WATER MAIN INSTALLATION**

- University Drive Relocation. Installation of valves in advance of contractor's work to relocate water mains impacted by street relocation. Ongoing.
- Olive Street: Hwy 72 to 1st Street
Phelps Avenue: Oak Street to Olive
Replacement of existing 4" and 6" mains with new 8" PVC mains. Completed, May 27, 2021.
- Well #5. Replacement of electric disconnect and motor starter. Completed, April 13, 2021.
- McCutchen Drive: 10th Street to Liberty Drive.
Replacement of water services. Completed, June 17, 2021.
- Gene Drive. Replacement of existing 4", 6", and 8" mains with new 8" PVC main and replacement of water service lines. Completed, June 23, 2021.
- 5th Street: Elm Street to Walnut Street.
Replacement of water services. Completed, June 22, 2021.



FIBER/SCADA

- RMU communications building to 9th Street and Tower Substation. 9th Street & Nagogami Road Substation to Bosa Nova Drive installation of overhead fiber optic cable. Started, May 11, 2021. Ongoing.

TRAINING/PRESENTATIONS

- Missouri Public Utility Alliance (MPUA) Apprentice Lineman Training Program (Fulton, MO). First year Apprentice Lineman Dalton Smith attended 4-Day Climbing, Bucket, and Digger School.
- Missouri Water and Wastewater Conference: Online Training (Jefferson City). Backflow Prevention, Water Testing, and Pumps on April 14, 2021. Attended by Darren Hoffman, Robert Castle, Matt Dunn, and Nathan Randolph.
- Mark Twain Elementary School. Discussion of utility careers with 1st graders.

MISCELLANEOUS

- Reliability Statistics. Yearly Reliability Report for RMU Outage Statistics (Calendar Year 2020).
 - ✓ Average Service Availability Index: 99.9972%
 - ✓ Customer Average Interruption Duration Index: 129.46 Minutes
 - ✓ System Average Interruption Duration Index: 14.353 Minutes
- System Average Interruption Frequency Index (5mins or longer): 0.111
- Outage Causes (Calendar Year 2020).
 - ✓ Power Supply 0
 - ✓ Equipment: 14
 - ✓ Natural: 23
 - ✓ Utility Human Error: 1
 - ✓ Non-Utility Incident: 1
 - ✓ Unknown: 28
- TOTAL: 67

Electric outages are down over the last ten years. Work that's been completed on the water system has also paid off resulting in fewer water outages.

MPUA/MoPEP UPDATE

- *Dynegy cost plus contract (Illinois coal power) will expire in 2021 and will be replaced by wind and natural gas for a cost savings. Based on the upcoming fuel switch and new wholesale rate structure, projections for wholesale all-in cost are dropping. The new rate structure eliminated the "demand cap" component and is based on "cost-causation" components which are market based and looks much like our old wholesale rate structure prior to the demand cap. Our estimate for June 2021 thru May 2022 is \$59.88/Mwh, not including transmission. Adding transmission charges, this brings up the estimated all-in cost to \$63.46/MWh which is about a 10% reduction from our current wholesale cost. The new wholesale rate structure provides new opportunities. It no longer closely aligns with our current retail demand rates, so these may need to be re-evaluated. However, this will provide additional mechanisms where local programs can lower cost further or help incentivize good load growth which include, Demand Side Management, Time of Use (TOU) rates, seasonal rates, and/or encourage off-peak usage, such as EV charging. Programs should be reviewed with our next Cost of Service Study to determine local feasibility and benefits.*
- *Overall, all power plants are running well. Discussions are underway on better winterization to prevent failures which occurred in February due to sustained cold temps.*
- *A special session of the Illinois legislature convened in mid-June where a sweeping state energy bill failed to pass. The latest version of the bill was spearheaded by Gov. J.B. Pritzker. It requires Illinois coal plants close by 2035 and gas plants by 2045. This would result in a premature closure of Prairie State, even though the revised bill would allow Prairie State to remain open if it can capture and sequester 90% of its carbon emissions by 2034. CCS is still yet to be a commercially available and cost-effective option. Debt at Prairie State runs through 2043. We will continue to monitor this effort in Illinois.*

- *Efforts to create a MPUA Line Crew(s) continue. There was enough consensus at the meeting to keep proceeding with this project. Survey of our municipals indicate a potential 3 year backlog of possible work. It may take up to 24 months to get the first line crew up and operational.*
- *Potential of New Federal Climate is expected over the next several years, but not much clarity available. De-carbonization will be a common thread requiring new technologies not yet commercialized. There may also be significant momentum behind electrifying the vehicle sector and moving away from natural gas for both space heating and water heating. De-carbonization of multiple energy sectors will create its own challenges and we will continue to monitor these developments.*
- *Both regional RTOs (MISO and SPP) continue to study the February cold weather event. Initial reaction is it's not likely additional generation capacity will come from solid fuel generation and natural gas demand during extreme weather events exceeds the transmission pipeline capacity and supply availability. If additional generation is to come from renewables, massive upgrades to the transmission grid will be required to transport from more remote regions of the country where the best renewable resources are located.*
- *IOU Rate Increases. Ameren filed a \$299M rate case in late March. Impact for average residential customer of about \$12/mo. In addition, Ameren will raise its fuel adjustment charge on June 1 with a monthly increase of \$2.82/mo. Empire incurred additional costs of over \$175 million from February and expects to recover these costs in a future rate case. We have not heard any official news of how the Winter Storm Uri impact the finances of the electric cooperatives.*

Rolla Municipal Utilities

FY2022 BUDGET

October 1, 2021 - September 30, 2022



Approved by Rolla Board of Public Works
August 2, 2021

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I BUDGET SUMMARY

- Budget Summary Analysis
- Operating Statement
- Minimum Cash Reserve Statement
- Cash Flow Statement
- Transfers to City
- Non-Operating Revenue

BUDGET SUMMARY ANALYSIS - FY2022 BUDGETED

| | FY2022 - BUDGETED | | |
|--|------------------------------------|---------------------|----------------------|
| | <u>ELECTRIC & PWR PROD</u> | <u>WATER</u> | <u>TOTAL</u> |
| OPERATING REVENUE | \$26,455,750 | \$3,144,052 | \$29,599,802 |
| OPERATING EXPENSE | <u>-\$25,737,389</u> | <u>-\$3,051,200</u> | <u>-\$28,788,589</u> |
| BUDGETED OPERATING MARGIN * | \$718,361 | \$92,852 | \$811,213 |
| OTHER REVENUE & EXPENSE | <u>\$595,500</u> | <u>\$273,500</u> | <u>\$869,000</u> |
| BUDGETED NET INCOME * | \$1,313,861 | \$366,352 | \$1,680,213 |
| NON-CASH REVENUE | | | |
| Donated Capital Assets (Contractor Mains) | ----- | -\$75,000 | -\$75,000 |
| NON-CASH EXPENSE | | | |
| Depreciation - RMU ** | \$1,437,500 | \$807,500 | \$2,245,000 |
| Depreciation - City | \$54,000 | \$182,000 | \$236,000 |
| CAPITAL EXPENDITURES ** | <u>-\$1,787,500</u> | <u>-\$1,423,500</u> | <u>-\$3,211,000</u> |
| LEASE OBLIGATIONS | <u>\$0</u> | <u>-\$165,000</u> | <u>-\$165,000</u> |
| BUDGETED RESERVE TRANSFER * | \$1,017,861 | -\$307,648 | \$710,213 |
| <u>CASH ACCOUNT FOR FY2022</u> | | | |
| AS OF OCTOBER 1, 2022 - budgeted | | | \$25,597,659 |
| Less OCTOBER 1, 2021 - projected | | | <u>-\$24,887,447</u> |
| CHANGE IN CASH * | | | \$710,213 |
| <u>RESTRICTED ELECTRIC RESERVES</u> | | | |
| Available Funds | | | \$14,250,000 |
| Identified Projects | | | <u>-\$8,075,000</u> |
| BALANCE | | | \$6,175,000 |

* Assuming all revenues collected AND all budgeted capital expenditures spent.

** Includes Fiber

Rolla Municipal Utilities
FY2022 BUDGET

OPERATING STATEMENT

| | <u>FY2020</u> | <u>FY2021</u> | <u>FY2022</u> |
|---|---------------------|---------------------|---------------------|
| | <u>ACTUAL</u> | <u>PROJECTED</u> | <u>BUDGET</u> |
| <u>OPERATING REVENUE</u> | | | |
| Residential Sales | \$12,225,675 | \$12,403,874 | \$12,137,400 |
| Commercial Sales | \$4,771,455 | \$5,289,776 | \$5,235,134 |
| Power Service Sales | \$8,595,635 | \$6,623,794 | \$6,573,254 |
| Industrial Sales | \$4,877,951 | \$4,329,865 | \$4,401,541 |
| Area/Street Lighting | \$208,190 | \$278,208 | \$280,408 |
| Fire Sprinkler Line Fees | \$40,548 | \$54,540 | \$54,540 |
| Special Sales (Water) | \$125,894 | \$231,450 | \$220,500 |
| Miscellaneous Fees | \$69,624 | \$76,200 | \$76,200 |
| Generation Standby Service (Power Prod) | \$83,087 | \$83,086 | \$83,086 |
| Capacity & Operating Credits (Power Prod) | \$306,272 | \$347,000 | \$327,000 |
| Interdepartmental Services - City | \$184,490 | <u>\$195,233</u> | <u>\$201,685</u> |
| Unbilled Receivables | <u>\$0</u> | | |
| Total Operating Revenue | \$31,488,821 | \$29,913,026 | \$29,590,748 |
| <u>OPERATING EXPENSES</u> | | | |
| Transmission | \$25,543 | \$15,000 | \$15,000 |
| Depreciation - RMU * | \$2,560,464 | \$2,265,000 | \$2,245,000 |
| Depreciation - City (Electric) ** | \$54,418 | \$54,000 | \$54,000 |
| Depreciation - City (Water) *** | \$176,628 | \$180,000 | \$182,000 |
| Interest on Electric Project | \$0 | \$0 | \$0 |
| Interest on Water Project | \$33,414 | \$21,000 | \$14,000 |
| Interest on Deposits | \$4,108 | \$6,000 | \$6,000 |
| Power Purchases (Electric) | \$22,437,929 | \$25,500,318 | \$19,613,989 |
| Source of Supply (Water) | \$461,188 | \$425,000 | \$431,000 |
| Treatment (Water) | \$14,794 | \$14,000 | \$16,000 |
| Distribution | \$1,900,693 | \$2,427,000 | \$2,414,000 |
| Customer Accounting | \$652,071 | \$701,000 | \$738,000 |
| Administrative and General | \$2,214,080 | \$2,603,310 | \$3,057,600 |
| Interdept Expenses - City | \$2,239 | <u>\$2,000</u> | <u>\$2,000</u> |
| Total Operating Expenses | \$30,537,570 | \$34,213,628 | \$28,788,589 |
| <u>OPERATING MARGIN</u> | \$951,252 | -\$4,300,602 | \$802,159 |
| <u>NON-OPERATING REVENUE</u> | | | |
| Interest Revenue | \$163,776 | \$240,000 | \$250,000 |
| Other Revenue | <u>\$960,009</u> | <u>\$8,933,000</u> | <u>\$619,000</u> |
| Total Non-Operating Revenue | \$1,123,785 | \$9,173,000 | \$869,000 |
| <u>NET INCOME</u> | \$2,075,037 | \$4,872,398 | \$1,671,159 |

* includes Fiber

** Streetlights (City)

*** Fire protection (City)

II.A.13

MINIMUM CASH RESERVE STATEMENT

To help insure timely completion of capital improvements and enable the utility to meet requirements for large unexpected expenditures, a Minimum Cash Reserve Statement is hereby established. Minimum cash reserves attempts to quantify the minimum amount of cash the utility should keep in reserve, actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets that are currently in service. The methodology used in this statment is based on certain assumptions related to percent of operation and maintenance, rate base, debt service, and capital improvements. The establishment of minimum cash reserves should consider a number of factors including:

WORKING CAPITAL LAG

Timing differences between when expenses are incurred and revenues received from customers. Establishing a minimum cash reserve helps to ensure cash exists to pay expenses in a timely manner. Examples of uncertainties that should be considered include financial risks, rate setting policies, and variability in power supply costs.

INVESTMENT IN ASSETS

Catastrophic events may occur that require substantial amounts of cash reserves to replace damaged assets. Some examples of catastrophic events include ice storms, earthquakes, wind storms, floods, frozen water mains, or tornadoes. Many of these catastrophic events may allow the utility to recover the cost of damages from FEMA. However FEMA reimbursements can take between six months to two (2) years to recover. The utility should ensure adequate cash reserves exist to replace assets in a timely fashion. The minimum reserve levels are often combined with emergency funding from banks or bonding agencies.

ANNUAL DEBT SERVICE

Debt service payments do not occur evenly throughout the year and often occurs at periodic times. The utility has to ensure adequate cash reserves exist to fund the debt service payment when the payment is due.

CAPITAL IMPROVEMENT PROGRAM

Some capital improvements are funded through lease/purchases and some through cash reserves. The establishment of a minimum cash reserve level helps to ensure timely replacement or construction of assets.

If certain events occur that result in cash reserves falling below the minimum levels established by the Rolla Board of Public Works, action is needed to restore the cash reserves above the minimum levels. These actions may consider a number of factors including:

- Rate adjustments
- Cost reductions
- Funding of capital improvement programs
- Modification of the assumptions used to determine cash reserve levels

The assumptions should be reviewed annually, and modified if necessary, to reflect the Rolla Board of Public Works and Management's philosophy on minimum cash reserve levels.

Rolla Municipal Utilities
FY2022 BUDGET

MINIMUM CASH RESERVE STATEMENT (continued)

Table A

| Minimum Cash Reserve Levels - ELECTRIC & POWER PRODUCTION | | | |
|--|--------------------|---------------------|--------------------|
| <u>Inputs</u> | <u>FY2020</u> | <u>FY2021</u> | <u>FY2022</u> |
| Operation & Maintenance less Depreciation | \$25,951,105 | \$29,798,128 | \$24,245,889 |
| Rate Base | \$60,705,413 | \$62,487,413 | \$64,274,913 |
| Debt Service (annual) | \$1,095,985 | \$0 | \$0 |
| Capital Improvements (5-year plan) | \$9,395,941 | \$10,169,500 | \$9,987,500 |
| <u>Percentages</u> | | | |
| Operation & Maintenance less Depreciation | 25% | 25% | 25% |
| Rate Base | 2% | 2% | 2% |
| Debt Service (annual) | 50% | 50% | 50% |
| Capital Improvements (5-year plan) | 15% | 15% | 15% |
| <u>Calculations</u> | | | |
| Operation & Maintenance less Depreciation | \$6,487,776 | \$7,449,532 | \$6,061,472 |
| Rate Base | \$1,214,108 | \$1,249,748 | \$1,285,498 |
| Debt Service (annual) | \$547,993 | \$0 | \$0 |
| Capital Improvements (5-year plan) | \$1,409,391 | \$1,525,425 | \$1,498,125 |
| Min Cash Reserve Level - Elec/PP | \$9,659,268 | \$10,224,705 | \$8,845,096 |
| | <u>1.5</u> | <u>1.5</u> | <u>1.5</u> |
| Operating Benchmark - Elec/Pwr Prod | \$14,488,902 | \$15,337,058 | \$13,267,643 |

Table B

| Minimum Cash Reserve Levels - WATER | | | |
|--|--------------------|--------------------|--------------------|
| <u>Inputs</u> | <u>FY2020</u> | <u>FY2021</u> | <u>FY2022</u> |
| Operation & Maintenance less Depreciation | \$1,794,955 | \$1,916,500 | \$2,061,700 |
| Rate Base | \$28,807,577 | \$30,307,577 | \$31,731,077 |
| Debt Service (annual) | \$186,525 | \$184,292 | \$186,729 |
| Capital Improvements (5-year plan) | \$5,838,681 | \$5,773,500 | \$5,773,500 |
| <u>Percentages</u> | | | |
| Operation & Maintenance less Depreciation | 25% | 25% | 25% |
| Rate Base | 2% | 2% | 2% |
| Debt Service (annual) | 50% | 50% | 50% |
| Capital Improvements (5-year plan) | 15% | 15% | 15% |
| <u>Calculations</u> | | | |
| Operation & Maintenance less Depreciation | \$448,739 | \$479,125 | \$515,425 |
| Rate Base | \$576,152 | \$606,152 | \$634,622 |
| Debt Service (annual) | \$93,263 | \$92,146 | \$93,364 |
| Capital Improvements (5-year plan) | \$875,802 | \$866,025 | \$866,025 |
| Min Cash Reserve Level - Water | \$1,993,955 | \$2,043,448 | \$2,109,436 |
| | <u>1.5</u> | <u>1.5</u> | <u>1.5</u> |
| Operating Benchmark - Water | \$2,990,932 | \$3,065,172 | \$3,164,154 |

Rolla Municipal Utilities
FY2022 BUDGET

CASH FLOW STATEMENT

SOURCE OF CASH

| | | |
|---|--------------|---------------------|
| Projected cash as of October 1, 2020 | | \$24,887,447 |
| Public Utility Account | \$7,540,205 | |
| Public Utility Money Market Account | \$200,000 | |
| Working Fund Account | \$51,450 | |
| State Tax Fund Account | \$2,000 | |
| Electronic Funds Account | \$200,000 | |
| CAPITAL RESERVE ACCT - Electric | | |
| Money Market Account | \$13,795,583 | |
| CAPITAL RESERVE ACCT - Water | | |
| Money Market Account | \$3,098,209 | |
| OPERATING MARGIN * | | \$811,213 |
| Electric Department | \$718,361 | |
| Water Department | \$92,852 | |
| NON-OPERATING REVENUE*** | | \$794,000 |
| DEPRECIATION - (Non-Cash Expense) * | | \$2,481,000 |
| Rolla Municipal Utilities | \$2,245,000 | |
| City of Rolla | \$236,000 | |
| Total Source of Cash | | \$28,973,659 |

USE OF CASH

| | | |
|--|--------------|---------------------|
| CAPITAL EXPENDITURES ** | | \$3,211,000 |
| Electric Department | \$1,787,500 | |
| Water Department | \$1,423,500 | |
| FY2021 LEASE OBLIGATIONS | | \$165,000 |
| Standpipes/Water projects | \$165,000 | |
| Projected cash October 1, 2022 | | \$25,597,659 |
| Public Utility Account | \$8,912,412 | |
| Public Utility Money Market | \$0 | |
| Working Fund | \$51,450 | |
| State Tax Fund | \$2,000 | |
| Electronic Funds Account | \$200,000 | |
| CAPITAL RESERVE ACCT - Electric | | |
| Money Market Account | \$13,267,643 | |
| CAPITAL RESERVE ACCT - Water | | |
| Money Market Account | \$3,164,154 | |
| Total Use of Cash | | \$28,973,659 |

* Includes Fiber Depreciation

** Includes Fiber

*** Donated Capital Assets (Contractor Mains) is not included. (Noncash)

IP.A.16

TRANSFERS TO CITY

TRANSFERS TO CITY GENERAL FUND

The following charges are billed and collected by RMU for the City of Rolla. The amounts of these charges are adopted and approved by the Rolla City Council.

| | FY2022 BUDGET |
|---|--------------------------|
| PAYMENT IN LIEU OF TAX (PILOT) | \$1,445,516 |
| 5% of Electric & Water Sales including Service Availability Fees (SAF). | |

NON-OPERATING REVENUE

**FY2022
BUDGET**

INTEREST REVENUE

| | | |
|---|----------------|------------------|
| Money Market Checking | \$214,000 | |
| Super-Now Checking | \$30,000 | |
| Miscellaneous Interest (Other accounts) | <u>\$6,000</u> | |
| Total Interest Revenue | | \$250,000 |

OTHER REVENUE

| | | |
|---|------------------|-------------------------|
| Miscellaneous non-operating revenue from material sales/services, late fees, frontage fees, grants, donated capital assets, and fiber revenue | \$680,000 | |
| Less non-operating revenue deductions * | <u>-\$61,000</u> | |
| Total Other Revenue | | <u>\$619,000</u> |

TOTAL NON-OPERATING REVENUE **\$869,000**

* Fiber Depreciation not included

II OPERATING BUDGET

- **Electric Department**
- Water Department

Rolla Municipal Utilities
FY2022 BUDGET

OPERATING STATEMENT - Electric Department

| | <u>FY2020 ACTUAL</u> | <u>FY2021 PROJECTED</u> | <u>FY2022 BUDGET</u> |
|---|--------------------------|-----------------------------|--------------------------|
| <u>OPERATING REVENUE</u> | | | |
| Residential Sales | \$10,663,804 | \$10,554,962 | \$10,328,412 |
| Commercial Sales | \$4,300,959 | \$4,707,212 | \$4,686,320 |
| Power Service Sales | \$8,235,673 | \$6,208,390 | \$6,185,600 |
| Industrial Sales | \$4,723,994 | \$4,327,000 | \$4,376,000 |
| Area/Street Lighting | \$208,190 | \$278,208 | \$280,408 |
| Power Production | \$389,358 | \$430,086 | \$410,086 |
| Miscellaneous Fees | \$52,218 | \$57,400 | \$57,400 |
| Interdepartmental Services - City | \$138,368 | \$146,425 | \$151,264 |
| Unbilled Receivables | \$0 | | |
| Power Cost Adjustments | -\$1,406,226 | \$0 | \$0 |
| Hartmann US | -\$83,168 | -\$38,760 | -\$19,740 |
| Total Operating Revenue | \$27,223,170 | \$26,670,923 | \$26,455,750 |
| <u>OPERATING EXPENSES</u> | | | |
| Transmission | \$25,543 | \$15,000 | \$15,000 |
| Depreciation - RMU * | \$1,838,091 | \$1,467,500 | \$1,437,500 |
| Depreciation - City ** | \$54,418 | \$54,000 | \$54,000 |
| Interest on Electric project | \$0 | \$0 | \$0 |
| Interest on Deposits | \$3,560 | \$5,000 | \$5,000 |
| Power Purchases | \$22,437,929 | \$25,500,318 | \$19,613,989 |
| Distribution | \$1,395,777 | \$1,854,000 | \$1,831,000 |
| Customer Accounting | \$476,843 | \$510,000 | \$535,000 |
| Administrative and General | \$1,609,215 | \$1,911,810 | \$2,243,900 |
| Interdept Expenses - City (nonbillable) | <u>\$2,239</u> | <u>\$2,000</u> | <u>\$2,000</u> |
| Total Operating Expenses | \$27,843,614 | \$31,319,628 | \$25,737,389 |
| OPERATING MARGIN FOR ELECTRIC DEPARTMENT | -\$620,444 | -\$4,648,705 | \$718,361 |

* includes Fiber

** Streetlights (City)

OPERATING REVENUE - Electric Department

| | Total kWh/kW sold <u>Avg Mtrs/Month</u> | | <u>FY2022 BUDGET</u> |
|--|--|------------------|--------------------------|
| <u>RESIDENTIAL SALES</u> | | | |
| Residential: Single-Phase Energy | 100,000,000 | \$7,900,000 | |
| Service Availability Fees | 8,050 | \$2,318,400 | |
| Residential: Three-Phase Energy | 1,220,000 | \$96,380 | |
| Service Availability Fees | 22 | \$10,032 | |
| Community Solar | | <u>\$3,600</u> | |
| Total Residential Sales | | | \$10,328,412 |
| <u>COMMERCIAL SALES</u> | | | |
| Commercial: Single-Phase Energy | 15,000,000 | \$1,185,000 | |
| Service Availability Fee | 950 | \$273,600 | |
| Commercial: Three-Phase Energy | 38,000,000 | \$3,002,000 | |
| Service Availability Fees | 495 | \$225,720 | |
| Total Commercial Sales | | | \$4,686,320 |
| <u>POWER SERVICE SALES</u> | | | |
| Power Service Energy | 74,000,000 | \$4,366,000 | |
| Power Service Demand | 195,000 | \$1,560,000 | |
| Service Availability Fees | 103 | \$247,200 | |
| Renewable Energy | | <u>\$12,400</u> | |
| Total Power Service Sales | | | \$6,185,600 |
| <u>INDUSTRIAL SALES</u> | | | |
| Industrial Energy | 62,000,000 | \$3,430,400 | |
| Industrial Demand | 109,000 | \$872,000 | |
| Service Availability Fees | 6 | \$36,000 | |
| Renewable Energy | | \$37,600 | |
| Utility Credit Adjustment | | <u>-\$19,740</u> | |
| Total Industrial Sales | | | \$4,356,260 |
| <u>AREA LIGHTING</u> | | | |
| Metered Lighting | | | |
| Metered Lighting Energy | 142,000 | \$10,508 | |
| Service Availability Fees | 16 | \$9,600 | |
| NonMetered Lighting | | <u>\$98,136</u> | |
| Total Area Lighting | | | \$118,244 |
| <u>STREET LIGHTING</u> | | | |
| Metered Lighting | | | |
| Metered Lighting Energy | 375,000 | \$75,000 | |
| Service Availability Fees | 29 | \$34,800 | |
| NonMetered Lighting | | <u>\$52,364</u> | |
| Total Street Lighting | | | \$162,164 |
| <u>POWER PRODUCTION</u> | | | |
| Generation Standby Service | | \$83,086 | |
| Capacity & Operating Credits | | | |
| MoPep Capacity Credits | | \$312,000 | |
| Operating Credit | | <u>\$15,000</u> | |
| Total Power Production | | | \$410,086 |
| <u>MISCELLANEOUS FEES</u> | | | |
| Service Fees | | \$52,000 | |
| Credit Card Processing Fees | | <u>\$5,400</u> | |
| Total Miscellaneous Fees | | | \$57,400 |
| <u>INTERDEPARTMENTAL SERVICES - CITY</u> | | | |
| Billing City Services (75%) | | | \$151,264 |
| TOTAL OPERATING REVENUE FOR ELECTRIC DEPARTMENT | | | \$26,455,750 |

Rolla Municipal Utilities
 FY2022 BUDGET

OPERATING EXPENSES - Electric Department

| | FY2020 <u>ACTUAL</u> | FY2021 <u>PROJECTED</u> | FY2022 <u>BUDGET</u> |
|--|-------------------------|----------------------------|-------------------------|
| <u>TRANSMISSION</u> | | | |
| 3566/Bulk Stn; Misc Transmission Exp | \$0 | \$0 | \$0 |
| 3570/Bulk Stn: Station Equipment | \$25,543 | \$15,000 | \$15,000 |
| 3571/Bulk Stn: Towers & Fixtures | \$0 | \$0 | \$0 |
| 3597/Bulk Stn: Meters | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| Total Transmission | \$25,543 | \$15,000 | \$15,000 |
| <u>DEPRECIATION</u> | | | |
| 4403/Rolla Municipal Utilities (RMU) | \$1,404,097 | \$1,350,000 | \$1,320,000 |
| 5403/RMU (Fiber 75%) | \$21,941 | \$22,500 | \$22,500 |
| 7403/RMU (Power Production) | \$412,053 | \$95,000 | \$95,000 |
| 4404/City of Rolla | <u>\$54,418</u> | <u>\$54,000</u> | <u>\$54,000</u> |
| Total Depreciation | \$1,892,509 | \$1,521,500 | \$1,491,500 |
| <u>INTEREST</u> | | | |
| 3430/Power Supply Infrastructure project | \$0 | \$0 | \$0 |
| 4431/Deposits | <u>\$3,560</u> | <u>\$5,000</u> | <u>\$5,000</u> |
| Total Interest | \$3,560 | \$5,000 | \$5,000 |
| <u>POWER PURCHASES/4555</u> | \$22,437,929 | \$25,500,318 | \$19,613,989 |
| <u>DISTRIBUTION</u> | | | |
| 4571/O & M - Transmission Lines | \$17,167 | \$5,000 | \$5,000 |
| 4584/Transportation (Clearing Account) | | | |
| 4588/Misc Distribution Expense | \$401,003 | \$500,000 | \$550,000 |
| 4591/Maintenance Structures | \$5,866 | \$20,000 | \$20,000 |
| 4592/O & M - Station Equipment | \$72,615 | \$30,000 | \$30,000 |
| 4593/O & M - Overhead Lines | \$627,194 | \$720,000 | \$800,000 |
| 4594/O & M - Underground Lines | \$70,000 | \$70,000 | \$80,000 |
| 4595/Maintenance Transformers | \$10,493 | \$5,000 | \$5,000 |
| 4596/O & M - Streetlights | \$30,496 | \$205,000 | \$120,000 |
| 4597/O & M - Meters | \$70,076 | \$80,000 | \$90,000 |
| 4600/Cost of Electric - Plant Removal | \$740 | \$1,000 | \$1,000 |
| 7547/Fuel | \$18,335 | \$38,000 | \$35,000 |
| 7548/Generation Expense | \$8,825 | \$155,000 | \$50,000 |
| 7549/Miscellaneous | \$0 | \$0 | \$0 |
| 7552/Structures | \$0 | \$0 | \$0 |
| 7553/Generation & Electric Equipment | \$62,967 | \$25,000 | \$45,000 |
| Total Distribution | \$1,395,777 | \$1,854,000 | \$1,831,000 |
| <u>CUSTOMER ACCOUNTING & COLLECTING</u> | | | |
| 4902/Meter Reading Expenses | \$28,008 | \$40,000 | \$45,000 |
| 4903/Customer Records & Collections | \$425,164 | \$440,000 | \$470,000 |
| 4904/Uncollectible Accounts | <u>\$23,671</u> | <u>\$30,000</u> | <u>\$20,000</u> |
| Total Customer Acctg & Collecting | \$476,843 | \$510,000 | \$535,000 |
| <u>ADMINISTRATIVE AND GENERAL</u> | | | |
| 4913/Advertising | \$17,243 | \$15,000 | \$15,000 |
| 4920/Administrative & General Salaries | \$152,077 | \$220,000 | \$250,000 |
| 4921/Office Supplies and Expenses | \$101,989 | \$135,000 | \$140,000 |
| 4923/Outside Services Employed | \$23,156 | \$30,000 | \$90,000 |
| 4924/Insurance | \$138,523 | \$238,000 | \$250,000 |
| 7924/Insurance (Power Production) | \$24,074 | \$1,810 | \$1,900 |
| 4926/Employee Benefits | \$1,069,176 | \$1,200,000 | \$1,415,000 |
| 7926/Employee Benefits (Power Production) | \$31,773 | \$12,000 | \$20,000 |
| 4930/Misc. General Expenses | \$22,641 | \$22,000 | \$22,000 |
| 4932/Maintenance General Plant | <u>\$28,562</u> | <u>\$38,000</u> | <u>\$40,000</u> |
| Total Administrative & General | \$1,609,215 | \$1,911,810 | \$2,243,900 |
| 0426/Interdept Expenses (City) | <u>\$2,239</u> | <u>\$2,000</u> | <u>\$2,000</u> |
| TOTAL OPERATING EXPENSES (Elec) | \$27,843,614 | \$31,319,628 | \$25,737,389 |

II OPERATING BUDGET

- Electric Department
- **Water Department**

OPERATING STATEMENT - Water Department

| | <u>FY2020 ACTUAL</u> | <u>FY2021 PROJECTED</u> | <u>FY2022 BUDGET</u> |
|--|--------------------------|-----------------------------|--------------------------|
| <u>OPERATING REVENUE</u> | | | |
| Residential Sales | \$1,561,871 | \$1,848,912 | \$1,809,042 |
| Non-Residential Sales | \$853,688 | \$1,042,893 | \$992,268 |
| Special Sales | \$128,827 | \$231,450 | \$220,500 |
| Fire Sprinkler Lines | \$40,548 | \$54,540 | \$54,540 |
| Miscellaneous Fees | \$17,406 | \$18,800 | \$18,800 |
| Interdepartmental Services - City | \$46,123 | \$48,808 | \$50,421 |
| Unbilled Receivables | \$0 | | |
| Water Cost Adjustments | -\$71,126 | \$0 | \$0 |
| Hartmann US | -\$6,264 | -\$3,300 | -\$1,519 |
| Total Operating Revenue | \$2,571,073 | \$3,242,103 | \$3,144,052 |
| <u>OPERATING EXPENSES</u> | | | |
| Depreciation - RMU * | \$722,373 | \$797,500 | \$807,500 |
| Depreciation - City ** | \$176,628 | \$180,000 | \$182,000 |
| Interest on Water Project | \$33,414 | \$21,000 | \$14,000 |
| Interest on Deposits | \$547 | \$1,000 | \$1,000 |
| Source of Supply | \$461,188 | \$425,000 | \$431,000 |
| Treatment | \$14,794 | \$14,000 | \$16,000 |
| Distribution | \$504,917 | \$573,000 | \$583,000 |
| Customer Accounting | \$175,228 | \$191,000 | \$203,000 |
| Administrative and General | <u>\$604,866</u> | <u>\$691,500</u> | <u>\$813,700</u> |
| Total Operating Expenses | \$2,693,956 | \$2,894,000 | \$3,051,200 |
| OPERATING MARGIN FOR WATER DEPARTMENT | -\$122,882 | \$348,103 | \$92,852 |

* includes Fiber

** Fire protection (City)

II.A.24

OPERATING REVENUE - Water Department

| | <u>Total Gals Sold & Avg Mtrs/Month</u> | | <u>FY2022 BUDGET</u> |
|---|---|-----------------|--------------------------|
| <u>RESIDENTIAL SALES</u> | | | |
| Residential Water | 293,800,000 | \$1,101,750 | |
| Service Availability Fees | | | |
| 5/8" or 3/4" | 6,346 | \$685,368 | |
| 1" | 63 | \$8,316 | |
| 1-1/2" | 2 | \$408 | |
| 2" | 38 | \$11,400 | |
| 3" | 3 | \$1,800 | |
| Total Residential Sales | | | \$1,809,042 |
| <u>NON-RESIDENTIAL SALES</u> | | | |
| Non-Residential Water ^ | 224,000,000 | \$840,000 | |
| Service Availability Fees | | | |
| 5/8" or 3/4" | 648 | \$69,984 | |
| 1" | 127 | \$16,764 | |
| 1-1/2" | 5 | \$1,020 | |
| 2" | 115 | \$34,500 | |
| 3" | 46 | \$25,800 | |
| 4" | 3 | \$2,700 | |
| 6" | 1 | \$1,500 | |
| Utility Cost Assistance | | <u>-\$1,519</u> | |
| Total Commercial Sales | | | \$990,749 |
| <u>SPECIAL SALES</u> | | | |
| MS&T/Special Sales | 30,000,000 | \$109,500 | |
| Service Availability Fee | | | |
| 6" | 5 | \$7,500 | |
| Water District Sales | 23,000,000 | \$103,500 | |
| Total Special Sales | | | \$220,500 |
| <u>FIRE SPRINKLER LINE FEES</u> | | | |
| <=4" | 99 | \$35,640 | |
| 6" | 30 | \$12,600 | |
| 8" | 12 | \$5,760 | |
| 10" | 1 | <u>\$540</u> | |
| Total Fire Sprinkler Line Fees | | | \$54,540 |
| <u>MISCELLANEOUS FEES</u> | | | |
| Service Fees | | \$17,000 | |
| Credit Card Fees | | \$1,800 | |
| Total Miscellaneous Fees | | | \$18,800 |
| <u>INTERDEPARTMENTAL SERVICES - CITY</u> | | | \$50,421 |
| Billing City Services (25%) | | | <hr/> |
| TOTAL OPERATING REVENUE FOR WATER DEPARTMENT | | | \$3,144,052 |

Rolla Municipal Utilities
FY2022 BUDGET

OPERATING EXPENSES - Water Department

| | <u>FY2020 ACTUAL</u> | <u>FY2021 PROJECTED</u> | <u>FY2022 BUDGET</u> |
|--|--------------------------|-----------------------------|--------------------------|
| <u>DEPRECIATION</u> | | | |
| 8403/Rolla Municipal Utilities | \$715,060 | \$790,000 | \$800,000 |
| 5403/Rolla Municipal Utilities (Fiber 25%) | \$7,314 | \$7,500 | \$7,500 |
| * 8404/City of Rolla | <u>\$176,628</u> | <u>\$180,000</u> | <u>\$182,000</u> |
| Total Depreciation | \$899,001 | \$977,500 | \$989,500 |
| <u>INTEREST</u> | | | |
| 8430/Water project | \$33,414 | \$21,000 | \$14,000 |
| 8431/Deposits | <u>\$547</u> | <u>\$1,000</u> | <u>\$1,000</u> |
| Total Interest | \$33,961 | \$22,000 | \$15,000 |
| <u>SOURCE OF SUPPLY</u> | | | |
| 8611/O & M - Wells & Well Houses | \$53,556 | \$61,000 | \$67,000 |
| 8623/Fuel or Power for Pumping | \$401,416 | \$360,000 | \$360,000 |
| 8633/O & M - Pumps & Pump Houses | <u>\$6,216</u> | <u>\$4,000</u> | <u>\$4,000</u> |
| Total Source of Supply | \$461,188 | \$425,000 | \$431,000 |
| <u>TREATMENT</u> | | | |
| 8641/Chemicals | \$6,743 | \$8,000 | \$8,000 |
| 8652/O & M - Treatment | <u>\$8,051</u> | <u>\$6,000</u> | <u>\$8,000</u> |
| Total Treatment | \$14,794 | \$14,000 | \$16,000 |
| <u>DISTRIBUTION</u> | | | |
| 8600/Cost of Water Plant Removal | \$0 | \$0 | \$0 |
| 8665/Miscellaneous Distribution | \$137,283 | \$175,000 | \$185,000 |
| 8672/O & M - Towers | \$0 | \$3,000 | \$3,000 |
| 8673/O & M - Mains | \$190,213 | \$240,000 | \$235,000 |
| 8675/O & M - Service Lines | \$106,222 | \$80,000 | \$85,000 |
| 8676/O & M - Meters | \$64,202 | \$70,000 | \$70,000 |
| 8677/Maintenance Hydrants | <u>\$6,996</u> | <u>\$5,000</u> | <u>\$5,000</u> |
| Total Distribution | \$504,917 | \$573,000 | \$583,000 |
| <u>CUSTOMER ACCOUNTING & COLLECTING</u> | | | |
| 8902/Meter Reading Expenses | \$22,968 | \$32,000 | \$36,000 |
| 8903/Records & Collection Expenses | \$142,976 | \$147,000 | \$155,000 |
| 8904/Uncollectible Accounts | <u>\$9,285</u> | <u>\$12,000</u> | <u>\$12,000</u> |
| Total Customer Acctg & Collecting | \$175,228 | \$191,000 | \$203,000 |
| <u>ADMINISTRATIVE AND GENERAL</u> | | | |
| 8913/Advertising | \$5,629 | \$6,000 | \$6,000 |
| 8920/Administrative & General Salaries | \$50,719 | \$74,000 | \$85,000 |
| 8921/Office Supplies and Expenses | \$39,285 | \$48,000 | \$48,000 |
| 8923/Outside Services Employed | \$6,442 | \$10,000 | \$30,000 |
| 8924/Insurance | \$84,061 | \$85,500 | \$89,700 |
| 8926/Employee Benefits | \$404,865 | \$450,000 | \$540,000 |
| 8930/Misc General - Expenses | \$4,343 | \$5,000 | \$5,000 |
| 8932/Maintenance General Plant | <u>\$9,521</u> | <u>\$13,000</u> | <u>\$10,000</u> |
| Total Administrative & General | \$604,866 | \$691,500 | \$813,700 |
| TOTAL OPERATING EXPENSES FOR WATER DEPARTMENT | \$2,693,956 | \$2,894,000 | \$3,051,200 |

* Fire Protection (City)

II, A.26

III CAPITAL EXPENDITURES BUDGET

- Summary
- Electric Department
- Water Department

Rolla Municipal Utilities
FY2022 BUDGET

CAPITAL EXPENDITURES - SUMMARY

| | <u>FY2020</u> <u>ACTUAL</u> | <u>FY2021</u> <u>PROJECTED</u> | <u>FY2022</u> <u>BUDGET</u> |
|-----------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| <u>ELECTRIC</u> | | | |
| Transmission (138kV) | \$50,000 | \$50,000 | \$85,000 |
| Sub-Transmission (34.5kV) | \$96,400 | \$30,000 | \$50,000 |
| Distribution | \$1,214,137 | \$862,000 | \$937,000 |
| General Plant | \$255,646 | \$804,750 | \$680,250 |
| Fiber (75%) | \$10,258 | \$35,250 | \$35,250 |
| Total Electric Cap Exp | \$1,626,441 | \$1,782,000 | \$1,787,500 |
| | | | |
| <u>WATER</u> | | | |
| Source of Supply | \$10,629 | \$25,000 | \$390,000 |
| Pumping Plant | \$7,982 | \$150,000 | \$150,000 |
| Water Treatment | \$0 | \$0 | \$0 |
| Distribution | \$955,769 | \$1,045,000 | \$645,000 |
| General Plant | \$87,382 | \$268,250 | \$226,750 |
| Fiber (25%) | \$3,419 | \$11,750 | \$11,750 |
| Total Water Cap Exp | \$1,065,181 | \$1,500,000 | \$1,423,500 |
| | | | |
| TOTAL CAPITAL EXPENDITURES | \$2,691,621 | \$3,282,000 | \$3,211,000 |

CAPITAL EXPENDITURES - Electric Department

| | <u>FY2020 ACTUAL</u> | <u>FY2021 PROJECTED</u> | <u>FY2022 BUDGET</u> |
|---|--------------------------|-----------------------------|--------------------------|
| <u>TRANSMISSION (138 kV)</u> | | | |
| 3350/Land & Land Rights | \$0 | \$0 | \$0 |
| 3353/Station Equipment | \$50,000 | \$50,000 | \$85,000 |
| 3355/Poles, Towers, & Fixtures | \$0 | \$0 | \$0 |
| 3356/Overhead Conductors & Devices | \$0 | \$0 | \$0 |
| 3370/Meters | \$0 | \$0 | \$0 |
| 3303/Ameren Tapping Stations | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| Total Transmission | \$50,000 | \$50,000 | \$85,000 |
| <u>SUB-TRANSMISSION (34.5 kV)</u> | | | |
| 4350/Land & Land Rights | \$0 | \$0 | \$0 |
| 4355/Poles & Fixtures | \$20,000 | \$20,000 | \$20,000 |
| 4356/Overhead Conductors & Devices | <u>\$10,000</u> | <u>\$10,000</u> | <u>\$10,000</u> |
| 4357/Underground Conductors & Devices | <u>\$66,400</u> | <u>\$0</u> | <u>\$20,000</u> |
| 4358/Underground Conduit | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| Total Sub-Transmission | \$96,400 | \$30,000 | \$50,000 |
| <u>DISTRIBUTION</u> | | | |
| 4360/Land and Land Rights | \$0 | \$0 | \$0 |
| 4361/Structures & Improvements | \$0 | \$0 | \$0 |
| 4362/Station Equipment | \$408,094 | \$75,000 | \$125,000 |
| 4364/Poles, Towers & Fixtures | \$195,119 | \$125,000 | \$125,000 |
| 4365/Overhead Conductors & Devices | \$94,193 | \$80,000 | \$80,000 |
| 4366/Underground Conduit | \$66,400 | \$100,000 | \$75,000 |
| 4367/Underground Conductors & Devices | \$86,534 | \$100,000 | \$100,000 |
| 4368/Line Transformers | \$300,518 | \$250,000 | \$200,000 |
| 4369/Services | \$17,522 | \$10,000 | \$10,000 |
| 4370/Meters | \$5,398 | \$0 | \$0 |
| 4372/Rental Property: Customer Premises | \$519 | \$2,000 | \$2,000 |
| 4373/Streetlighting & Signal Systems | \$21,246 | \$100,000 | \$200,000 |
| 7344/Generators | \$18,593 | \$20,000 | \$20,000 |
| 7345/Accessory Electric Equipment | \$0 | \$0 | \$0 |
| 7346/Misc Power Plant Equipment | \$0 | \$0 | \$0 |
| 7362/Station Equipment & Transformers | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| Total Distribution | \$1,214,137 | \$862,000 | \$937,000 |
| <u>GENERAL PLANT</u> | | | |
| 4389/Land and Land Rights (75%) | -\$26,000 | \$0 | \$0 |
| 4390/Structures & Improvements (75%) | \$19,059 | \$138,750 | \$307,500 |
| 4391/Office Furniture & Equipment (75%) | \$10,960 | \$86,250 | \$56,250 |
| 4392/Transportation Equipment (75%) | \$171,339 | \$390,000 | \$286,500 |
| 4394/Tools, Shop & Garage Equip (75%) | \$16,912 | \$7,500 | \$7,500 |
| 4395/Laboratory Equipment | \$0 | \$0 | \$0 |
| 4396/Power Operated Equipment (75%) | \$63,375 | \$178,500 | \$11,250 |
| 4397/Communication Equipment (75%) | \$0 | <u>\$3,750</u> | <u>\$11,250</u> |
| Total General Plant | \$255,646 | \$804,750 | \$680,250 |
| <u>CAPITAL EXPENDITURES/FIBER (75%)</u> | \$10,258 | \$35,250 | \$35,250 |
| TOTAL CAPITAL EXPENDITURES FOR ELECTRIC DEPARTMENT | \$1,626,441 | \$1,782,000 | \$1,787,500 |

CAPITAL EXPENDITURES - Water Department

| | <u>FY2020</u> <u>ACTUAL</u> | <u>FY2021</u> <u>PROJECTED</u> | <u>FY2022</u> <u>BUDGET</u> |
|--|--------------------------------|-----------------------------------|--------------------------------|
| <u>SOURCE OF SUPPLY</u> | | | |
| 8310/Land and Land Rights | \$0 | \$0 | \$15,000 |
| 8311/Structures & Improvements | \$10,629 | \$25,000 | \$350,000 |
| 8314/Wells and Springs | <u>\$0</u> | <u>\$0</u> | <u>\$25,000</u> |
| Total Source of Supply | \$10,629 | \$25,000 | \$390,000 |
| <u>PUMPING PLANT</u> | | | |
| 8320/Land and Land Rights | \$0 | \$0 | \$0 |
| 8321/Structures & Improvements | \$0 | \$0 | \$0 |
| 8325/Electric Pumping Equipment | <u>\$7,982</u> | <u>\$150,000</u> | <u>\$150,000</u> |
| Total Pumping Plant | \$7,982 | \$150,000 | \$150,000 |
| <u>WATER TREATMENT</u> | | | |
| 8332/Equipment Chlorination | \$0 | \$0 | \$0 |
| 8333/Equipment Fluoridation | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| Total Water Treatment | \$0 | \$0 | \$0 |
| <u>DISTRIBUTION</u> | | | |
| 8340/Land and Land Rights | \$0 | \$0 | \$0 |
| 8342/Reservoirs & Standpipes | \$0 | \$0 | \$0 |
| 8343/Transmission & Distribution Mains | \$897,532 | \$1,000,000 | \$600,000 |
| 8346/Meters | \$19,711 | \$20,000 | \$20,000 |
| 8348/Fire Hydrants | <u>\$38,527</u> | <u>\$25,000</u> | <u>\$25,000</u> |
| Total Distribution | \$955,769 | \$1,045,000 | \$645,000 |
| <u>GENERAL PLANT</u> | | | |
| 8395/Laboratory Equipment | \$0 | \$0 | \$0 |
| 4389/Land and Land Rights (25%) | -\$6,500 | \$0 | \$0 |
| 4390/Structures & Improvements (25%) | \$6,353 | \$46,250 | \$102,500 |
| 4391/Office Furniture & Equipment (25%) | \$3,653 | \$28,750 | \$18,750 |
| 4392/Transportation Equipment (25%) | \$57,113 | \$130,000 | \$95,500 |
| 4394/Tools, Shop & Garage Equip (25%) | \$5,637 | \$2,500 | \$2,500 |
| 4395/Laboratory Equipment (25%) | \$0 | \$0 | \$0 |
| 4396/Power Operated Equipment (25%) | \$21,125 | \$59,500 | \$3,750 |
| 4397/Communication Equipment (25%) | <u>\$0</u> | <u>\$1,250</u> | <u>\$3,750</u> |
| Total General Plant | \$87,382 | \$268,250 | \$226,750 |
| <u>CAPITAL EXPENDITURES/FIBER (25%)</u> | \$3,419 | \$11,750 | \$11,750 |
| <hr/> | | | |
| TOTAL CAPITAL EXPENDITURES FOR WATER DEPARTMENT | \$1,065,181 | \$1,500,000 | \$1,423,500 |

IV OTHER INFORMATION

- Restricted Electric Reserve Projects
- Unfunded Budget Requests

RESTRICTED ELECTRIC RESERVE PROJECTS

Electric Transmission (138kV)

| | | |
|---|-------------|--------------------|
| 3353/Station Equipment | | \$150,000 |
| - Spare Equipment | \$150,000 | |
| 4362/Station Equipment | | \$675,000 |
| - Substation Transformer | \$375,000 | |
| - Additional Breakers In MS&T Substation (s) | \$300,000 | |
| 4370/Meters | | \$1,200,000 |
| - Automated Meter Reading | \$1,200,000 | |
| 4390/Structures & Improvements | | \$5,400,000 |
| - Service Department Equipment Storage (9,500 sq. ft.) | \$400,000 | |
| - Service Department Equipment Shop (5,000 sq. ft.) | \$500,000 | |
| - Service Department Equipment Office Addition (15,000 sq. ft.) | \$4,500,000 | |
| 4365/Underground Conduit | | \$150,000 |
| - Phase 1 Underground in East Side | \$150,000 | |
| 4366/Underground Conductors & Devices | | \$300,000 |
| - Phase 1 Underground in East Side | \$300,000 | |
| 5365/Fiber Overhead Cable Expansion | | \$200,000 |
| | | <hr/> |
| TOTAL PROJECT EXPENSES | | \$8,075,000 |

UNFUNDED BUDGET REQUESTS

ADMINISTRATIVE **\$0**

SERVICE DEPARTMENT **\$3,200,000**

Equipment/Facilities

- HyPoint #1 Wellhouse Buildings \$350,000
- Leak Detection Equipment \$350,000
- Overhead Line Coverup \$200,000
- Phase 2 Undergrounding \$1,000,000
- Physical Security Improvements \$1,000,000
- Cyber Security Improvements \$300,000

**TOTAL UNFUNDED
BUDGET REQUESTS** **\$3,200,000**

Blank

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Floyd Jernigan, Parks and Recreation Director
 ACTION REQUESTED: First and Final Reading
 ITEM/SUBJECT: Cemetery and Maintenance Building Roof
 BUDGET APPROPRIATION (IF APPLICABLE) \$20,000
 DATE: August 16, 2021

COMMENTARY:

This 1,500 square foot building was finished in the 1960s. Over the years, staff has patched and/or filled but we have been unable to effectively stop these latest leaks, which have been going on for 10+ years. Legal notice was run in the newspaper, posted on city websites. Bids were solicited twice. Additionally eight businesses were contacted via phone, email and mail. Three bids were received. On Aug. 2, Council approved the low bid from Just in Time Roofing. This company put on the roof for the Eugene Northern/Fire Station building.

| Company | Additional details | Price |
|------------------------------------|---|----------|
| Just in Time Roofing Rolla, Mo. | Specs: Remove and dispose of old roof, install new 40 year minimum 26 gauge or thicker ribbed metal roof panels, install new vented ridge cap, install new drip edge, install new boots on pipe penetrations, install new gutters on draining ends and attach new down spouts, 5-year guarantee on workmanship from completion date | \$10,525 |
| Steve Shelton Rolla | Meets same specs as above, warranty not specified | \$18,500 |
| CSE Mike Southard Inc. Rolla | Meets same specs as above, warranty not specified | \$20,989 |

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 JUST IN TIME ROOFING OF ROLLA, MISSOURI FOR THE REMOVAL AND REPLACEMENT OF THE CEMETERY/MAINTENANCE BUILDING ROOF.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 16TH DAY OF AUGUST 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III.A.2

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 Just in Time Roofing 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 advertisement for and in connection with the construction of **"Rolla City Cemetery Office and Maintenance Building Roof, Project 1-2021"**, 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 the 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 **" Rolla City Cemetery Office and Maintenance Building Roof"**.

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

III. A. 3

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 \$10,525.00 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 work on the project as soon as weather permits, but the project must be **completed by September 30, 2021.**

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

ARTICLE VII. It is further stipulated that prevailing wage, as found by the Missouri Department of Labor and Industrial Relations, shall not be required as the project is less than seventy-five thousand dollars (\$75,000).

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 the City of Rolla, Missouri; and the said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

My Commission Expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My Commission Expires: _____

Notary Public

III. A. 6

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director
ITEM SUBJECT: Request to host BAM in Ber Juan Park
REQUESTED ACTION: Motion

BUDGET APPROPRIATION (N/A)

DATE: August 16, 2021

COMMENTARY:

The Rolla Area Chamber of Commerce, through its tourism outreach, visit Rolla, seeks to host a Bicycle Across Missouri Event in Rolla June 16, 2022. To host the event, they are needing a location and have asked City Council to waive the ordinances below that relate to camping overnight, selling in the parks, and extended parking, as noted on page 3 of the BAM presentation listed under "host city logistics." (See attachment). The Big BAM committee asked for an endorsement of the proposal. The four members of the Parks Advisory Commission who heard the presentation voted to approve the request.

Sec. 31-3. Loitering, etc., in public parks or playgrounds - Prohibited.

It shall be unlawful for any person to enter or loiter, idle, wander, stroll, play or remain in any city park or playground during the hours between 12:00 midnight and sunrise. (Ord. 1142, §1; Ord. 4035, §3)

Sec. 31-17. Parking of motor vehicles in city parks.

No motor vehicle shall be parked for a period of time longer than twelve hours in any city park. (Ord. 1685, §1; Ord. 4035, §17)

DIVISION 4 - MERCHANDISING, ADVERTISING AND SIGNS*

Sec. 31-57. Advertising generally.

It shall be unlawful for any person in a facility to announce, advertise or call the public attention in any way to any article or service for sale or hire. (Ord. 3593, §1; Ord. 4035, §57)

Sec. 31-58. Vending and peddling.

It shall be unlawful for any person in a facility to expose or offer for sale any article, thing or service, or to station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. An exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the Director. (Ord. 3593, §1; Ord. 4035, §58)

ITEM NO. IV.A.1

Big BAM - Rolla

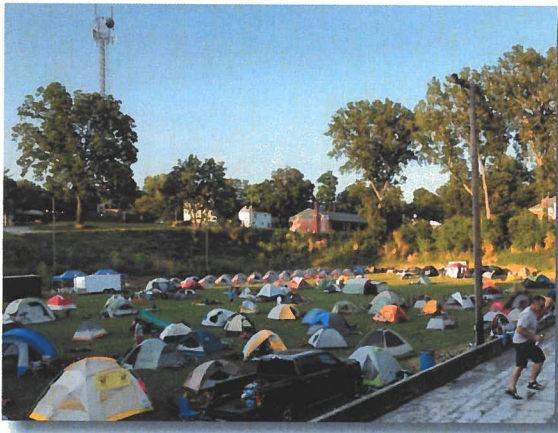
June 16, 2022





what is **BIG BAM**

The Big BAM is Missouri's cross-state bicycle tour that incorporates music and entertainment in communities across Missouri. Missouri Life magazine started this adventure cycling tour in 2015. The event takes place over five days and typically attracts around 500 riders from more than 30 states and other countries.



BAM is a fully supported ride, including a camping area each night, gear transport, hot showers, water and relief stations every 10 to 15 miles, SAG support, and bicycle mechanics. Pork Belly Ventures, LLC provides these services. Missouri Life collaborates with towns along the route to host overnight stays. The overnight cities provide certain services, including host hotel information and live entertainment and festivities at the event site or local establishments.

BAM 2022 Proposed Overnight Cities:

Joplin -- June 12
Ash Grove -- June 13
Lebanon -- June 14
Waynesville -- June 15
Rolla -- June 16
Cuba -- June 17
Eureka -- June 18



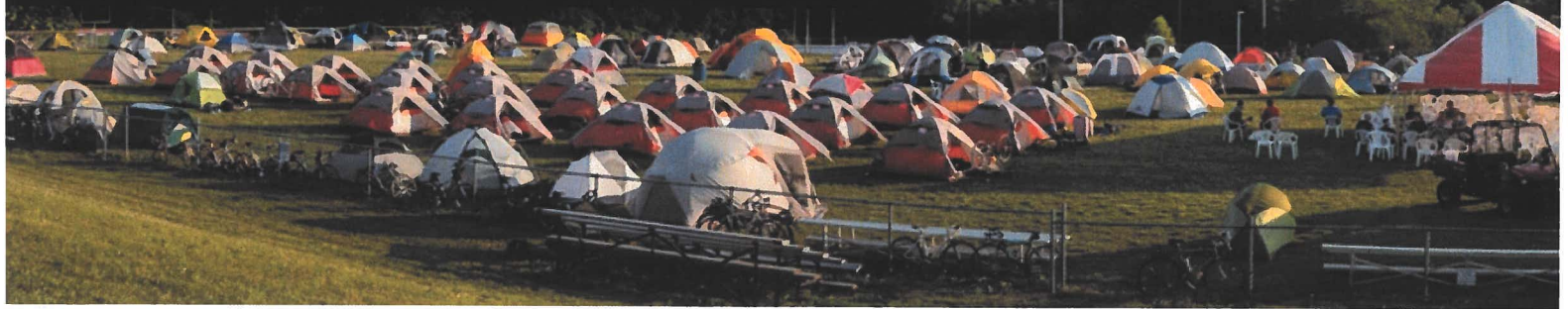
host city LOGISTICS

An overnight city is required to provide the following:

1. A single town representative who will be the primary contact with Big BAM LLC
Aimee Campbell, Tourism Director
2. A single safety representative who will consult and provide assistance to Big BAM LLC.
Sgt. Tony Lauth, Rolla Police Department
3. Road barriers and signage for areas you wish to block off for the event.
Rolla Chamber of Commerce and City of Rolla
4. Camping area with substantial green space of around 1-2 acres. Needs to be able to accommodate 300-400 tents.
Ber Juan soccer field
5. Vendor area with enough space to accommodate 6 Big BAM Sponsor vendor booths and up to 4 additional vendor booths that your town may sell to or allow vendors to use.
Area north of camping area/soccer field
6. Bag drop-off and pick-up area with space for a large tent and easy access for 2-4 semi-trucks.
Main lot adjacent to ball field
7. Parking for up to 6 Big BAM crew vehicles near the stage and camping areas.
Main lot adjacent to ball field
8. Adequate parking for attendees and locals who might wish to visit.
Lots adjacent to fields and skate park
9. Fire hydrant or similar water source of safe, potable drinking water.
On-site*
10. Fire hydrant and sewer hookup for shower trucks.
On-site*
11. One portable toilet for every 50 registered riders as of the week before the event date.
Provide by Watkins Portable Toilets and/or USA Tours Potty Bus*
12. One ADA portable toilet on site.
On-site ADA toilet available*
13. Toiletry supply for portable toilets, including toilet paper and either hand sanitizer or portable hand-washing station.
Provide by Watkins Portable Toilets and/or USA Tours Potty Bus*
14. A satisfactory amount of trash and recycling bins in the event venue.
Provided by Environmental Services*
15. Free shuttle buses from campground area to event area to restaurants and drinking establishments in your town, if they are not within just a few blocks.
Provided by USA Tours*

*Cost covered by Rolla Chamber of Commerce

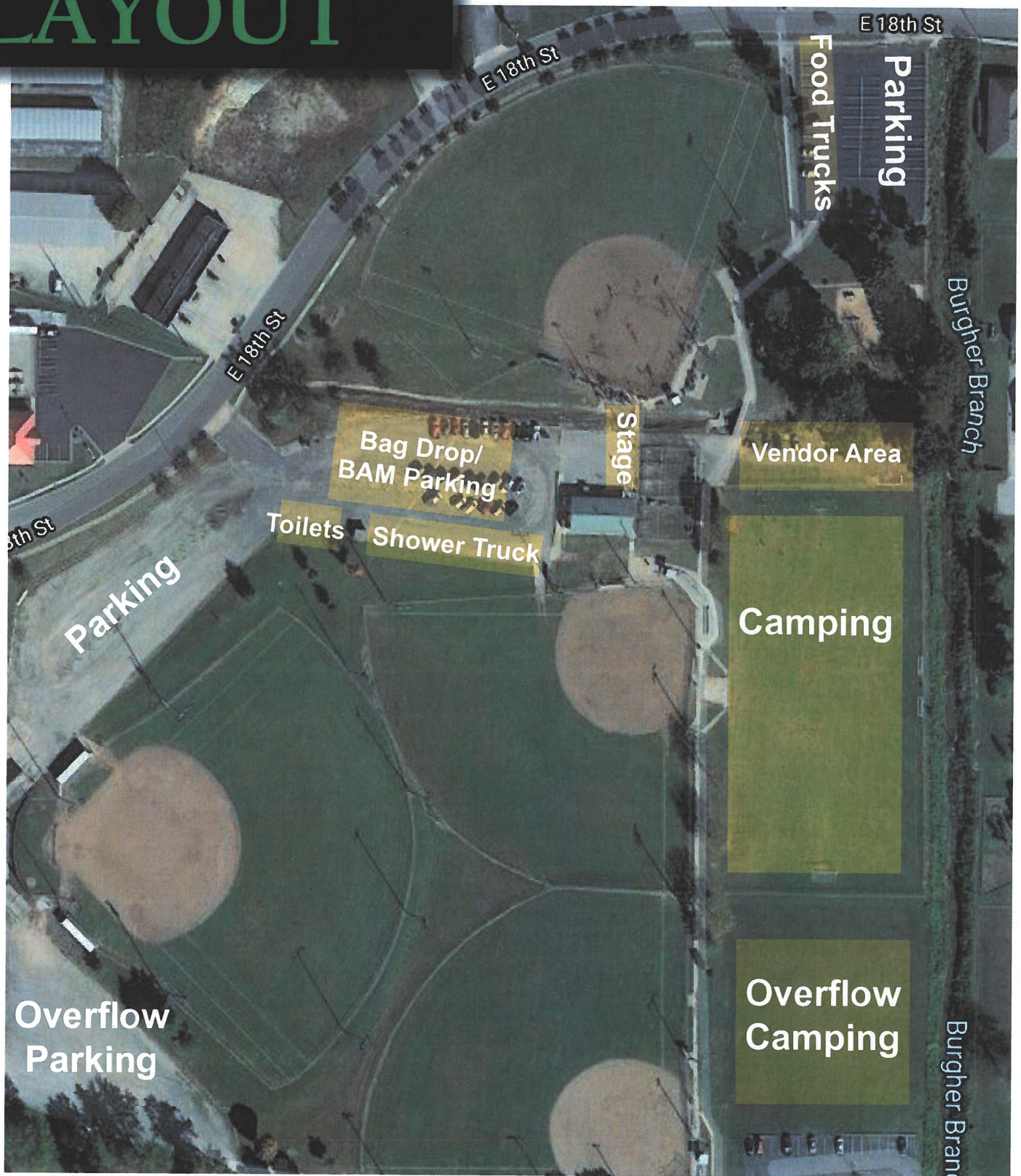
event organizer LOGISTICS



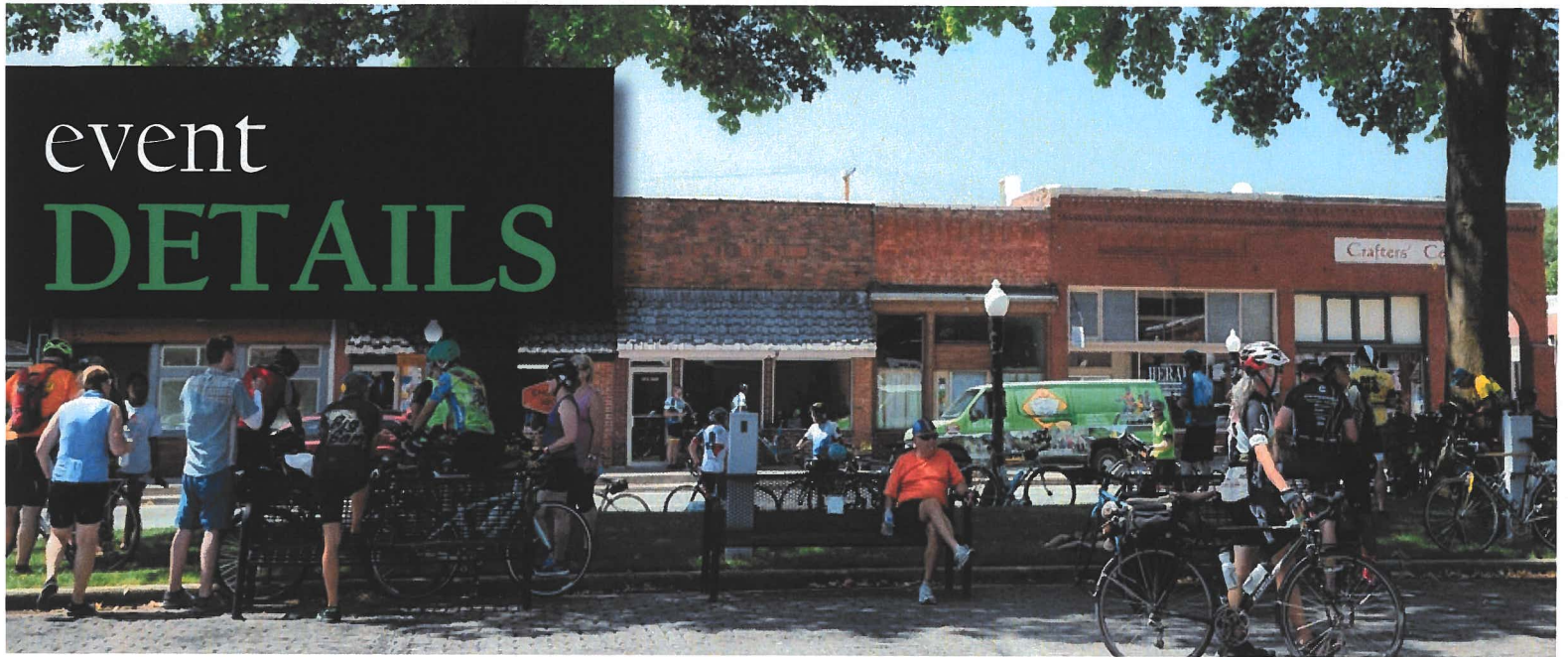
The Big BAM LLC will provide the following event logistics at no cost to the overnight city:

1. Official Beer & Beverage Vendor/Sponsor in compliance with all sales state and local laws and regulations.
2. Liability insurance for the two days the event is held in your town.
3. Two Big BAM official food vendors. (If needed; we always prefer local restaurants if they can work with us.)
4. Event staff to oversee and manage support crews including set-up and break-down of event.
5. All infrastructure for the ride, such as gear transport for riders, SAG shuttles, and shower trailers.
6. Event stage (if needed) and sound production.
7. Final trash and equipment check of the event venue.
8. Consulting with your town representative and safety team on route into and out of town and availability of local medical facilities or assistance.
9. Consulting with MoDOT and Highway Patrol to avoid route roadwork and also awareness.
10. Consulting on ideal event location and set-up.
11. On-site visit with Big BAM director and the Shower and Gear Transport Vendor.

event LAYOUT



event DETAILS



Additional Event Details:

1. In addition to Chamber staff, community volunteers will assist with event. Examples of volunteers include Rolla Chamber Board of Directors, Chamber Ambassadors, and the Rolla Multisport Club.
2. Only local (Phelps County) Food Trucks will be asked to participate and will be set-up from 11:00 am to 3:00 pm.
3. The sale of non-alcoholic drinks will be reserved for the Rolla Parks Department and serve as a source of revenue during the event.
4. Dining at local restaurants is encouraged by the BAM. We will transport BAM attendees to the Downtown area starting at 4:00 pm and run shuttles until 9:00 pm. We will work with the Downtown restaurants to accommodate the groups.
5. We will solicit 2 host hotels to encourage hotel stays. Shuttle buses will also run from the hotels to event area and Downtown restaurants.
6. The Chamber will apply and pay for any necessary permits.
7. The Chamber has liability insurance with the City named as additional insured.



event

TESTIMONIALS

- Carl Meiners, Big BAM participant from Toddville, Iowa

"What brings me back is the people, the culture, and the friends I've made each year," said Carl who has been on many other cross-state rides and a longtime RAGBRAI rider. "BAM is what RAGBRAI used to be. The towns are welcoming, there are no huge crowds or lines to deal with. BAM is like going back to my childhood and there's just something magical about the state of Missouri."

-Trish Erzfeld, Director Perry County Heritage Tourism

"From a tourism point of view Big BAM was a wonderful experience for Perryville. The participation was down due to rebounding back from the pandemic but the 150 cyclists that were here were so much fun to get to know and they were from all over! Las Vegas, Alaska, Texas, throughout Missouri, etc. I got to showcase my historic downtown, restaurants, brewery, murals and boutiques. We also set up a small shuttle to bus cyclists to three of our major museums while they were here which nearly all visited and will hopefully go home and promote to family and friends for potential repeat visitors. We also showcased ourselves as a great place to live, work and play by our mini tours on the shuttle bus.

We did have to get permission from our city council because typically we do not allow overnight camping as well. But the City of Perryville saw this as a unique opportunity to promote group travel, promote more cycling in our city, to showcase our downtown and to demonstrate collaboration between the city and tourism. The museums and businesses in our downtown were very thankful for the BAM visitors. I work very closely with my city, county and economic development. Our Mayor even joined me during a breakfast buffet set up in our park the next morning for Big BAM thanking our cyclists for staying in Perryville."

-Patrick Tuttle, Director Visit Joplin

"Regarding the commitment to hosting a Big BAM overnight. 2022 will be the fourth time Joplin has been a host for either the Big BAM start or the Oklahoma Freewheel finish. In 2018, I helped coordinate Freewheel and BAM for both rides to follow Route 66, and both were held back-to-back. We rode from the Texas border to Eureka, MO over 12 days. Camping in a Joplin city park -- Joplin, like Rolla probably has similar rules against overnight camping in a city park. Our parks close at 11:00, while some areas along Shoal Creek are dawn to dusk. However, for the two events mentioned, plus the annual MS150 which rides Springfield to Joplin, then back the next day, we have waived that policy. However, the waiver does come with stipulations. No open fires. no open container (beer garden only if that applies). Overnight stay for the length of the event only and participants must be registered/paying customers. We have found that these types of events can be managed and cause little to no issues. In fact, BAM opens the evening events, the concert and food trucks for the public to be a part of the festivities. Most of the riders are 50+ males who are in their tents by 9:00. It is an overnight rest area, not late night party animals."

-Ursula Lebioda, Owner Hoppers Pub

"I am so excited to hear of the possibility of the Big BAM coming through Rolla next year. We experienced the event in Waynesville in 2018 and it was a great boost to the local community and our business. The riders were very friendly, fun and generous. Hoppers Pub will support your efforts in any way needed, just let me know how I can help."

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz City Administrator

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Financial Advisory Services – Public Works Facility (Piper Sandler)

BUDGET APPROPRIATION: \$35,000 +/-

DATE: August 16, 2021

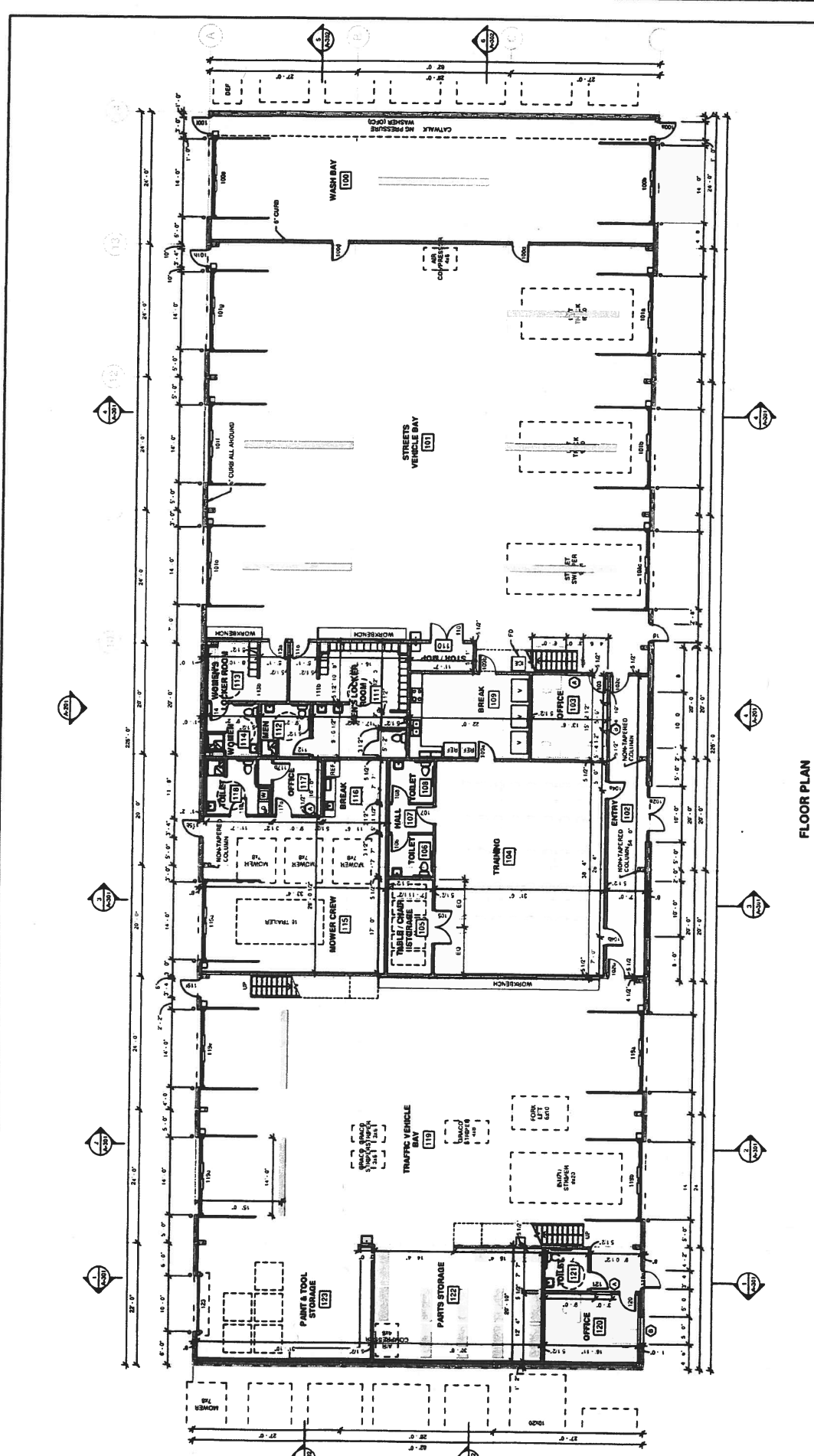
COMMENTARY:

The City is moving forward with the relocation of Public Works from the Sharp Rd. location to the new facility off the McCutchen Drive. Council has awarded the contract to Alexander Construction with design services to Archer-Elgin for a total project of \$3.42 million for a 19,000 sq. ft. facility. The project replaces several old buildings along Sharp Rd. and allows the city to properly list and sell that 8.8 acre site (including removal of the old Ransdall building along 18th St.)

The budget anticipates a 15-20 year financing of same that would include refinancing of a 2018 COP (and possibly others) so that current annual debt service payments would not increase. To arrange the financing the City would like to use Piper Sandler as Financial Advisor who arranged the original 2018 financing. Cost of issuance is generally less than 2% of the total project financing and paid from lease proceeds. Piper Sandler would provide the diligence in reviewing the financing options and ultimately place the COP with an underwriter. In addition to Financial Advisory services the City will also need to retain Bond Counsel services (separate action).

Recommendation: Motion to approve the Resolution engaging Piper Sandler as Financial Advisor on the Public Works Facility.

IV. B.1

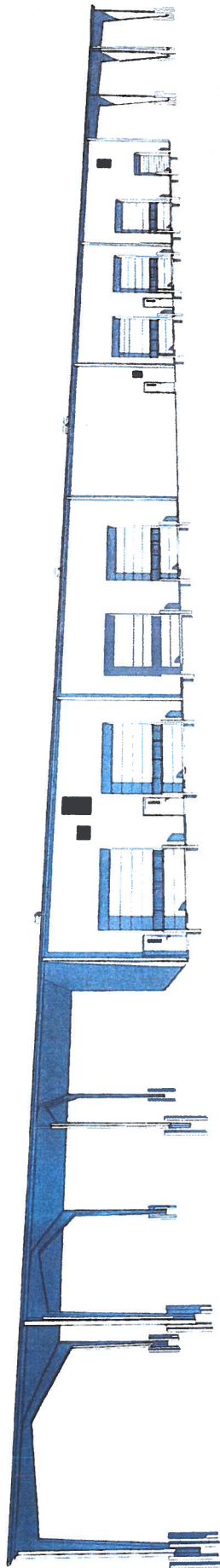


FLOOR PLAN

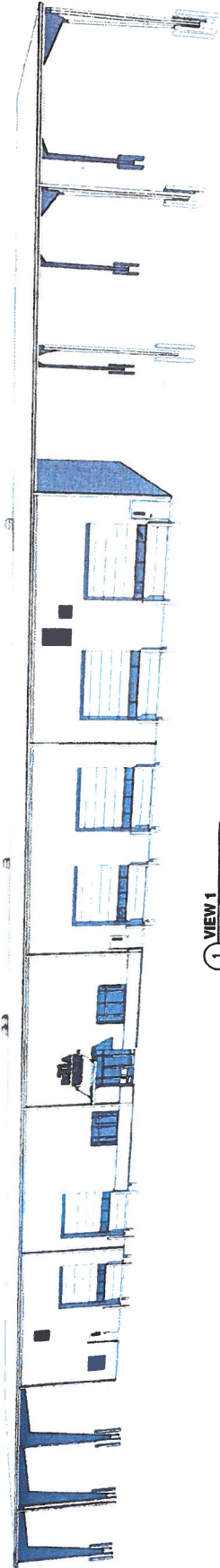
| | | | |
|---|-----------|---|---------------|
| PROJECT NO. 20141908 | | CITY OF ROLLA PUBLIC WORKS BUILDING | |
| DRAWING NO. A-101 | | MAIN FLOOR PLAN | |
| ARCHER-ELGIN engineering architecture <small>1000 North Center, P.O. Box 1000, Rolla, MO 65864</small> | | | |
| PREPARED FOR: CITY OF ROLLA PURPOSE: ONLY FOR THE PURPOSES OF THE PLAN. THIS PLAN SHALL BE USED ONLY IN CONNECTION WITH THE APPROVALS OF THE LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES. | | | |
| DESIGNER/ARCHITECT | DATE | BY | REVISION/DATE |
| JK | 2/15/2014 | | |

Preliminary and for location only.
 For building purposes only.
 This is a standard plan, not for construction.
 For building purposes or construction.

14. B.2



2 VIEW 2
SCALE



1 VIEW 1
SCALE

| | | | |
|---|--|--|--|
| PROJECT NO. 20141908 | | CITY OF ROLLA PUBLIC WORKS BUILDING | |
| DRAWING NO. A-801 | | PERSPECTIVE VIEWS | |
| ARCHER-ELGIN engineering • surveying • architecture <small>1025 South Main Street, Suite 100, Rolla, MO 65702 • Tel: 360.941.1111 • www.archer-elgin.com</small> | | | |
| PROFESSIONAL SEAL FOR ARCHITECTS STATE OF MISSOURI NO. _____ DATE _____ | | PROFESSIONAL SEAL FOR ENGINEERS STATE OF MISSOURI NO. _____ DATE _____ | |
| PREPARED BY: JK DATE: 2/15/2014 | | CHECKED BY: _____ DATE: _____ | |

IV.B.3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A FINANCIAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND PIPER SANDLER & CO., FOR FINANCIAL ADVISORY SERVICES.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Financial Services Agreement between the City of Rolla, Missouri, and Piper Sandler & Co., for financial advisory services, a copy of said agreement attached hereto and marked "Exhibit A."

Section 2: That this resolution 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 AUGUST, 2021

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM: ✓

City Counselor

IV.B.4

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on _____, 2021 by and between City of Rolla, Missouri (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's lease financing for a public work facility and refinancing of certificates of participation issued in 2012 and 2015 (the Issues) and any additional issues to be identified in an amendment to the Agreement.

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing schedule
6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
8. Attend meetings of the Client's governing body, as requested
9. Advise the Client on the manner of sale of the Issue
10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
11. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
12. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
13. Respond to questions from underwriters
14. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
15. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
16. Prepare a closing memorandum or transaction summary

For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is based on a fixed fee and is contingent on size of bond issue or nominal value of product and contingent on closing. Compensation is based on a fixed fee and is contingent on closing. Once the plan of finance is determined, the fixed fee will be mutually agreed to and provided in the Schedule of Sources and Uses of Funds, along with all other related issuance costs. Compensation is payable in immediately available funds at closing. Compensation is payable in immediately available funds at closing.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

VI. Piper Sandler's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete

¹ See MSRB Rule G-42(c)(v).

10. B. 6

information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on bond closing.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is

10.B.7

not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Rolla
901 North Elm Street
Rolla, MO 65402

John Butz, City Administrator
573-426-6948
jbutz@rollacity.org

Steffanie Rogers, Finance Director
573-426-6980
srogers@rollacity.org

Or to the Financial Services Provider at:

Piper Sandler & Co.
11635 Rosewood Street
Leawood, KS 66211

Todd Goffoy, Managing Director
913-345-3373
Todd.Goffoy@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department

10.B.8

800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Steffanie Rogers, Finance Director
John Butz, City Administrator

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.



10.B.9

By: _____
Todd Goffoy
Its: Managing Director
Date: _____

ACCEPTED AND AGREED:

CITY OR ROLLA

By: _____
Louis J Magdits, IV
Its: Mayor
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

10. B. 10

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity

10, B. 11

creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) Disclosures of Information Regarding Legal Events and Disciplinary History. The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) How to Access Form MA and Form MA-I Filings. Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) Future Supplemental Disclosures. As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz City Administrator

ACTION REQUESTED: Resolution

**ITEM/SUBJECT: Bond/Special Tax Counsel Services – Public Works Facility
(Gilmore Bell)**

BUDGET APPROPRIATION: \$40,000 +/-

DATE: August 16, 2021

COMMENTARY:

In addition to Financial Advisor Services for the Public Works Facility, tax exempt financing also requires Special Tax Counsel and Disclosure Services. The City has used Gilmore Bell on a number of those financings due to their extensive experience in public finance and past experience in Rolla. Fees are payable out of financing proceeds if the financing is finalized. The city desires to engage these services in anticipation of call provisions in existing COPs for possible refinancing and construction financing for the Public Works Facility underway.

Recommendation: Resolution: Motion to approve the Resolution engaging Gilmore Bell as Special Counsel Services on the new Public Works Facility.

IV.C.1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN ENGAGEMENT LETTER FOR SPECIAL COUNSEL SERVICES BETWEEN THE CITY OF ROLLA, MISSOURI AND GILMORE BELL, ATTORNEYS AT LAW, IN CONNECTION WITH THE CONSIDERATION OF SPECIAL COUNSEL SERVICES ON THE PUBLIC WORKS FACILITY IN ROLLA, MISSOURI.

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

Section 1: That the City Administrator of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain Engagement Letter for special counsel services between the City of Rolla, Missouri and Gilmore Bell, Attorneys at Law, in connection with the consideration of Special Counsel Serves on the Public Works Facility in Rolla, Missouri, a copy of said Engagement Letter being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th day of August, 2021

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV. C. 2

GILMORE BELL

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

(314) 438-1000 / (314) 438-1166 FAX / gilmorebell.com

June 23, 2021

VIA EMAIL

Mr. John Butz
Rolla City Administrator
901 N. Elm Street
Rolla, Missouri 65402

Re: Special Tax Counsel and Disclosure Counsel Services – Approximately \$6,000,000
Certificates of Participation

Dear John:

We appreciate the opportunity to have worked with the City previously and are pleased to submit this proposal to serve as special tax counsel and disclosure counsel in connection with the City's proposed issuance of approximately \$6,000,000 Certificates of Participation (the "*Certificates*").

SCOPE OF SERVICES

As special tax counsel and disclosure counsel to the City, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "*Bond Opinion*") regarding the validity and binding effect of the Certificates, the excludability of interest on the Certificates from gross income for federal and Missouri income tax purposes, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Certificates and our Bond Opinion and advise the City regarding the legal authority for the issuance of the Certificates and other legal matters related to the structure of the Certificates.
- (3) Prepare or review authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the Certificates and coordinate the authorization and execution of such documents.
- (4) In our capacity as disclosure counsel to the City, we will: (a) assist the City in the preparation of the Preliminary Official Statement and the final Official Statement relating

10, C.3

to the Certificates and consult with the City regarding any disclosure issues that may arise in conjunction with the planned issuance of the Certificates, (b) conduct a due diligence review of the City as a basis for the delivery of our SEC 10b-5 letter described below, and assist the City in responding to the due diligence requests of the Underwriter and its counsel, and (c) at closing, deliver to the Underwriter and the City a customary SEC Rule 10b-5 letter relating to the Official Statement.

- (5) Draft or review the continuing disclosure undertaking of the City.
- (6) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Certificates, except that we will not be responsible for any required Blue Sky filing.
- (7) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Certificates.
- (8) Attend meetings and conferences related to the Certificates and otherwise consult with the parties to the transaction prior to the issuance of the Certificates.
- (9) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Certificates.

Our Bond Opinion will be addressed to the City and the Underwriter and will be delivered by us on the date the Certificates are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Certificates. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Certificates and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the City in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
- (b) Preparing blue sky or investment surveys with respect to the Certificates.
- (c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.

- (d) Making an investigation or expressing any view as to the creditworthiness of the City or any credit enhancement provider for the Certificates.
- (e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.
- (f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Certificates will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Certificates).
- (h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Certificates and delivery of our Bond Opinion. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Certificates. We do not undertake (unless separately engaged) to provide continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Certificates will continue to be excludable from gross income for federal and Missouri income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Certificates and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the City want our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement will be required.

CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We also may represent, in unrelated matters, one or more of the entities involved in the issuance of the Certificates, including the Underwriter. We do not believe any

IV.C.5

Mr. John Butz
June 23, 2021
Page 4

such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Certificates so as to make such representations not adverse to our representation of the City or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Certificates. Acceptance of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES AND EXPENSES

Based upon (1) our current understanding of the terms, structure, size and schedule of the financing, (2) the duties we will undertake pursuant to this letter, (3) the time we anticipate devoting to the financing, and (4) the responsibilities we assume, our fee for serving as Special Tax Counsel and Disclosure Counsel for the Certificates will be \$40,000. This fee is inclusive of out-of-pocket expenses. **Our fee will be payable only at the successful completion of the financing. If for any reason the financing is not consummated, we will not be entitled to any fee or reimbursement of any out-of-pocket expenses.**


RECORDS

Papers and property furnished by you will be returned promptly upon request. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this engagement letter. We look forward to working with you.

Very truly yours,



Mark D. Grimm

MDG:rab

cc: Todd Goffoy
Mark Spykerman

U.C. 6



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT: YCHC Addition: a Minor Subdivision Final Plat to combine two commercial lots and vacate a utility easement

(SUB21-06)

MEETING DATE: August 16, 2021

Application and Notice:

Applicant/Owner - Stuart Gipson of South Central Missouri Community Health Center

Public Notice - <https://www.rollacity.org/agenda.shtml>

Background:

The applicant intends to construct and addition to their building and an additional parking lot. The parking lot would have been on the separate lot from the building. Due to the parking being required to meet the zoning code requirements and the parking lot being on a separate lot, the two commercial lots are required to be combined. The applicant is also seeking to vacate an unneeded utility easement.

Property Details:

Current zoning - C-2, General Retail
Current use - Healthcare/Medical
Proposed use - Addition to building and parking area
Land area - 3.52 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on 18th Street, a primary arterial road.

Sidewalks - No sidewalks are located along the frontage of the property. Sidewalks will be required with the permit for the building addition/parking lot.

Utilities - The subject property should have access to all needed utilities.

N. D. 1

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for Community Commercial uses.

Discussion: The proposed plat appears to meet all zoning and subdivision requirements. No utilities are known to be within the easement to be vacated. The easement is not required for future utility needs.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a meeting on August 10, 2021 and voted 7-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Final Plat, Area Map, Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF YCHC ADDITION AND VACATING AN EASEMENT.

(SUB 21-06)

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

SECTION 1: An ordinance approving the Minor Subdivision Final Plat of YCHC Addition, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process.

SECTION 2: The location and legal description of the easement to be vacated is shown on the attached exhibit.

SECTION 3: Said vacation will not take effect until the subject subdivision plat which addresses all utility easements is recorded.

SECTION 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7TH DAY OF SEPTEMBER, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

10.0.3

Lot Consolidation Plat of YCHC ADDITION

Being a Replat of Lots G & H of A Resubdivision of Lot 1 of A Resubdivision of a Portion of Tract 12, Forum Lakes, an Addition to Rolla, Missouri

DEDICATION

South Central Missouri Community Health Center does hereby certify that it is the owner of the property described and shown hereon, which property is located within the subdivision jurisdiction of the City of Rolla, that it has caused this property to be replatted as shown hereon and that said property shall be known and designated as "YCHC ADDITION". The owner hereby freely accepts this plan of subdivision.

The owner does further grant to all political subdivisions and public and franchised utility companies providing utility services to the land described on this plat the right to install and maintain electrical, water, telephone, cable television, sanitary sewer, storm sewer, gas and fiber optic lines within and along these utility easements which are created by virtue of this plat.

DATED _____, 2021
SOUTH CENTRAL MISSOURI
COMMUNITY HEALTH CENTER
Stuart Gipson, President

"DEDICATOR"
STATE OF MISSOURI)
COUNTY OF PHELPS) SS

On this _____ day of _____, 2021 before me appeared Stuart Gipson, to me known to be the person described hereon and who executed the same as the free act and deed on behalf of South Central Missouri Community Health Center. We have hereunto set my hand and seal in the county and state aforesaid, this _____ day of _____, 2021.
My Commission Expires: _____

NOTARY PUBLIC
IMPROVEMENT ACCEPTANCE
Approved subject to construction of improvements in accordance with development plans on file with the City of Rolla. This plat meets current subdivision codes of the City of Rolla

Steve Harps, PE
Director of Public Works
Date _____

Rodney Bourne, PE
Senior Planning Director
Rolla Municipal Utilities
Date _____

Floyd Jernigan
Parks Director
Date _____

Don Brown, Chairman
Planning & Zoning Commission
Date _____

Steve Flowers
Community Development Director
Date _____

Louis J. Magdales IV
Mayor, City of Rolla
Date _____

Attest:
Lori Thurman
City Clerk
Date _____

ACKNOWLEDGMENT OF APPROVAL BY CITY COUNCIL
This is to acknowledge that the City Council of the City of Rolla, Missouri has approved this plat and that the same shall be filed for record in the Office of the Recorder of Deeds, Phelps County, Missouri.

310 East 8th Street
Rolla, Missouri 65701
Phone: 673-364-4382
Fax: 673-364-4782
www.archer-elgin.com

ARCHER-ELGIN
engineering
surveying
architecture

1818 North State, P.O. Box 1818
Rolla, Missouri 65701
Architect-Engineer and Surveyor, LLC. E. 21113.010.001, 21113.010.002

Lot Consolidation Plat of
YCHC ADDITION
Rolla, Phelps County, Missouri
Your Community Health Center
1081 E. 18th Street, Rolla, Missouri 65401

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |

FORM BY: MEP SCALE: 1"=60'
DWS SFF DATE: July 23, 2021

PLAT NO. **J3752**

DESCRIPTION

All of Lot G and all of Lot H of A RESUBDIVISION OF A PORTION OF LOT 1 OF A RESUBDIVISION OF A PORTION OF TRACT 12, FORUM LAKES, ADDITION TO ROLLA, MISSOURI. Above described tract contains 3.52 acres, more or less.

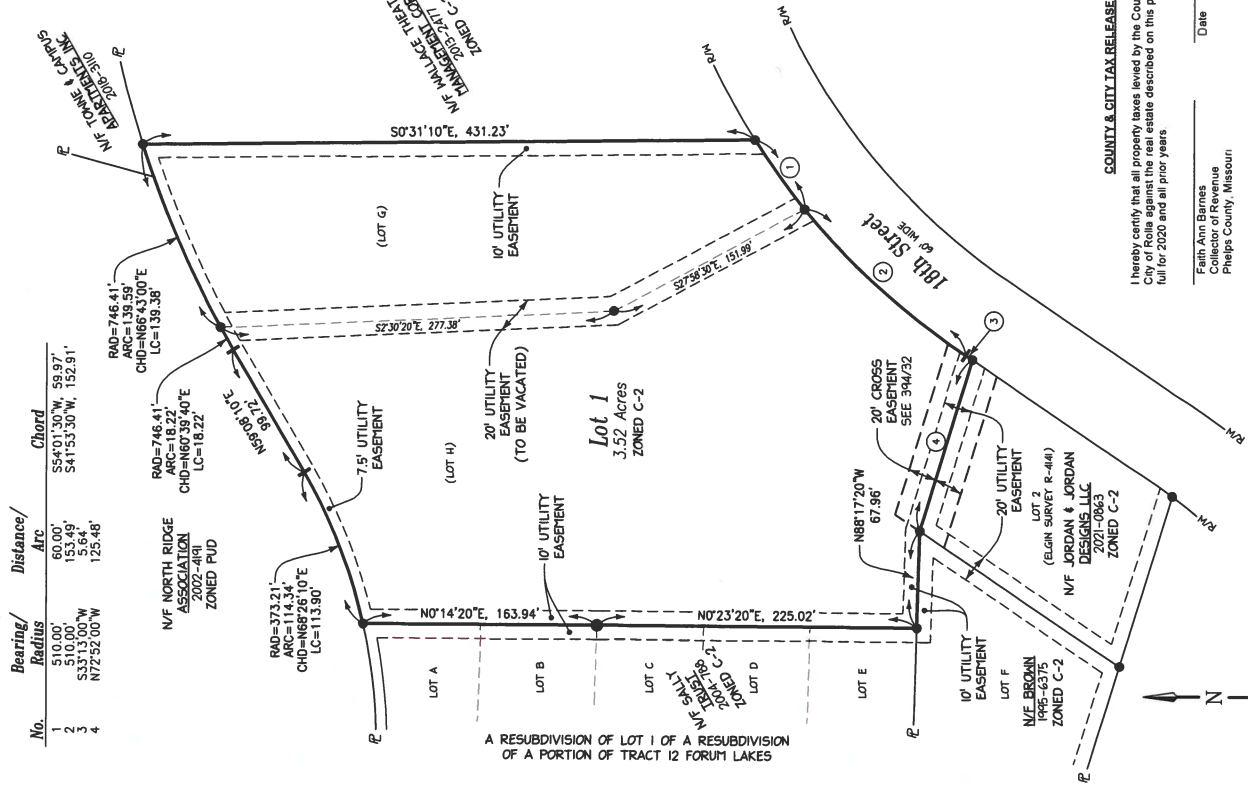
SPECIAL PLAT RESTRICTION AND RESTRICTIVE COVENANTS AS TO THE ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS

The undersigned owners of the tract of land herein replatted do hereby impose upon said property and do hereby make the following restrictive covenant. No construction may be commenced upon the above described tract until the replatted plat and the building or construction permits have been issued by the City of Rolla, Missouri, and that it is understood by the undersigned that no such permits shall be issued for any lots herein replatted until the completion of all public improvements appertaining to such lots or until a cash bond has been deposited with the City of Rolla, Missouri. The above mentioned public improvements shall be completed pursuant to the agreement between the undersigned and the City of Rolla, Missouri for the completion of such improvements as required by this article of the City Code of Rolla, Missouri.

I, SYLVESTER FARRIS FURSE, IV, do hereby certify that this plat was prepared under my supervision and that a true and correct copy of the actual survey of the land herein described prepared by Archer-Elgin Surveying and Engineering, LLC, dated _____, and signed by Sylvester Furse, L.S. No. 2011017288 and that corner monuments and personal supervision of Sylvester Furse, L.S. No. 2011017288 in accordance with this article of the City Code of Rolla, Missouri.

NOTES

- I declare that to the best of my professional knowledge and belief, this plat and survey meets the current "Missouri Standards for Property Boundary Surveys" (20 CSR 2030.16).
- Tract is classified Urban (20 CSR 2030.16.040).
- Date of field work: July, 2021
- Plat represents a survey of Lots G and H of A RESUBDIVISION OF LOT 1 OF A RESUBDIVISION OF A PORTION OF TRACT 12, FORUM LAKES, ADDITION TO ROLLA, MISSOURI, being the same lands described at 2016-3956 and 2020-6880.
- Dimensions shown are measured. For record dimensions, see document(s) noted.
- Tract is zoned C2, General Retail District. The following are Bulk, Height and Open Space Requirements for C2 districts:
 - minimum lot size: 6,000 square feet
 - minimum lot frontage/width: 60 feet
 - minimum front setback: 10 feet
 - minimum side setback: 10 feet
 - minimum rear setback: 10 feet
 - maximum lot coverage: 40%
 - minimum open space: none required
 - maximum building height: 4 stories/64 feet
 (Source: Chapter 42 of the Rolla City Code)



| No. | Bearing/Radius | Distance/Arc | Chord |
|-----|-----------------------|--------------|-----------------------|
| 1 | S54°01'30\"W, 59.97' | 60.00' | S54°01'30\"W, 59.97' |
| 2 | S51°00'00\"W, 153.49' | 153.49' | S41°53'30\"W, 152.91' |
| 3 | S33°13'00\"W, 5.64' | 5.64' | N72°52'00\"W, 125.46' |
| 4 | N72°52'00\"W, 125.46' | 125.46' | |

County & City Tax Release

I hereby certify that all property taxes levied by the County of Phelps and the City of Rolla, Missouri, on the above state described on this plat have been paid in full for 2020 and all prior years.

Faith Ann Barnes
Collector of Revenue
Phelps County, Missouri

Date _____

RECORDER'S CERTIFICATE

This plat was filed for record in my office on this _____ day of _____, 2021. Plat filed at Cabin: _____, Number: _____.

Robin Kordas
Recorder of Deeds
Phelps County, Missouri

Date _____

LEGEND

- FOUND 1/2" IRON ROD
- FOUND 5/8" IRON ROD
- PROPERTY LINE
- RM RIGHT OF WAY

0 60' 120'

MISSOURI STATE PLANE GRID NORTH
CENTRAL ZONE
BY GPS OBSERVATION

10.0.5

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DEPARTMENT OF PUBLIC WORKS
 901 North Elm
 P.O. Box 979
 Rolla, MO 65402

Phone: (573) 364-8659

FAX: (573) 364-8602

e-mail: shargis@rollacity.org

www.rollacity.org

FY 2021 PHASE II ASPHALT IMPROVEMENTS
 PROJECT 540
 August 5th, 2021

| | | Pierce Asphalt, L.L.C. | | N. B West Contracting | | Melorose Quarry & Asphalt, llc | |
|------------------------|-----------|--|-------------------|---|-------------------|---|-------------------|
| | | Gene Stroup P.O. Box 696 Rolla, MO 65402 Ph: 573-465-8534 gstroup.pierceasphalt@gmail.com | | Dave Laramore 1035 N. Service Rd. Sullivan, MO 63080 Ph: 573-468-4533 FAX: 573-468-3007 dlaramore@nbwest.com | | Joe Stogsdill PO Box 187 Rolla, MO 65401 Ph: 573-364-9101 FAX: 573-364-9102 melroseoffice@gmail.com | |
| DESCRIPTION | QTY. | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL |
| BP-1 | 380 TON | \$ 90.00 | \$ 34,200.00 | \$ 101.00 | \$ 38,380.00 | \$ 97.25 | \$ 36,955.00 |
| BP-2 | 625 TON | \$ 94.26 | \$ 58,912.50 | \$ 116.00 | \$ 72,500.00 | \$ 86.50 | \$ 54,062.50 |
| Milling (2 inch) | 3,073 SY | \$ 2.46 | \$ 7,559.58 | \$ 3.50 | \$ 10,755.50 | \$ 3.00 | \$ 9,219.00 |
| Tack | 1,070 GAL | \$ 4.00 | \$ 4,280.00 | \$ 3.00 | \$ 3,210.00 | \$ 6.00 | \$ 6,420.00 |
| TOTAL BID PRICE | | \$ | 104,952.08 | \$ | 124,845.50 | \$ | 106,656.50 |

V.A-2

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 PIERCE ASPHALT LLC FOR FY 2021 PHASE II ASPHALT IMPROVEMENTS, PROJECT #540.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Pierce Asphalt LLC for FY 2021 Phase II Asphalt Improvements, Project #540, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF SEPTEMBER 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V.A.3

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 _____ **Pierce Asphalt 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: **FY 2021 Phase II Asphalt Improvements, PROJECT 540**, 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 **FY 2021 Phase II Asphalt Improvements, PROJECT 540**.

V.A.4

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- 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

V.A.S

EXHIBIT A

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 \$104,952.08 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.

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

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

V.A.7

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V.A. 8

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie D. Rogers
Finance Director **ACTION REQUESTED:** Motion

DATE: August 16, 2021 **BUDGET APPROPRIATION:** \$956,011

SUBJECT: A Motion to Award Health Insurance Excess Coverage

COMMENTARY:

Attached to this commentary is the one (1) quote obtained on behalf of the City of Rolla by our benefit consultant/broker, Hays Companies. Quotes were solicited through stop loss brokers, managing general underwriters and directly from the current carrier. Due to the number of excess coverage claims (10 cases this year alone) there were no other quotes submitted. Total medical costs incurred by the City's self-insured plan can range from \$3.5 – 4.5M including this cost for re-insurance or excess coverage. 33% of all health insurance costs are paid by employees through premiums, deductibles, and co-insurance. The current excess coverage deductible is \$75,000.00.

On the attached quote there are three (3) primary areas; "Total Fixed Costs", "Expected Claims Liability" and "Maximum Claims Liability". The total fixed costs section factors in the premiums paid for specific and aggregate reinsurance while the expected liability section factors in the claims expectation set by the reinsurance carrier based on past claims information. The maximum claims liability section combines both the fixed costs and expected claims liability to present an overall picture of the reinsurance quotation. The total premium effective October 1, 2021 will be \$956,011 - a 41% increase over 2020.

Additional deductibles for excess coverage were obtained by Hayes Companies for \$85,000 and \$95,000 (stop loss deductible). Over the last five (5) years, there have been fifteen (15) claims/participants to exceed the \$75,000.00 deductible. When raising the deductible the premiums would be reduced, however, with the reduction of premiums come the potential exposure of higher medical claims costs. The City's health plan is responsible for the payment of benefits up to the stop loss deductible and could potentially be paying more than the premium savings.

It is the recommendation of Hays Companies and staff to renew Health Insurance Excess Coverage to SunLife and to maintain the current deductible of \$75,000.00.

ITEM NO. V. B. I

City of Rolla \$75K - 2021-2022 Renewal

| Date: August 9, 2021 | Current | Renew 10/1/21 |
|---|--------------------|---------------------|
| Quote Based On: | | |
| Single Count | 67 | 67 |
| Family Count | 101 | 101 |
| Total Lives | 168 | 168 |
| Stop Loss Carrier | Sun Life | SunLife |
| | Current | Renewal |
| Specific Deductible | \$75,000 | \$75,000 |
| | | |
| Specific Contract Basis | 24/12 | Paid (36/12) |
| Specific includes | Medical/Rx | Medical/Rx |
| SPECIFIC RATES | | |
| Single | \$156.19 | \$232.00 |
| Family | \$363.03 | \$539.26 |
| Annual Specific Premium | \$565,569 | \$840,117 |
| Aggregate Premium/ee/mo | \$10.11 | \$10.52 |
| Annual Aggregate Premium | \$20,382 | \$21,199 |
| Total Stop Loss Premium | \$585,951 | \$861,316 |
| Administration - ee/mo | \$20.51 | \$21.12 |
| Stop Loss Fee - ee/mo | \$4.25 | \$4.25 |
| Aetna CPIX Access Fee - ee/mo | \$15.40 | \$15.40 |
| Utilization Management | \$2.76 | \$2.84 |
| ATLAS Reporting Fee | \$0.25 | \$0.25 |
| Dentemax Network | \$1.45 | \$1.45 |
| PBM Transfer - ee/mo | \$0.99 | \$1.02 |
| Total Administration Fee | \$45.61 | \$46.33 |
| PCORI Fee (annual estimate)+SBC fee | \$1,294.00 | \$1,294.00 |
| | | |
| Total Administration, PPO, UR Annual Costs | \$93,244 | \$94,695 |
| | | |
| TOTAL FIXED COST (A) | \$679,195 | \$956,011 |
| Contract Type | 24/12 | Paid (36/12) |
| Aggregate Covers | Medical/Rx | Medical/Rx |
| | | |
| Aggregate Factors Expected Claims | | |
| Single factor | \$636.54 | \$813.50 |
| Family factor | \$1,782.29 | \$2,277.76 |
| EXPECTED CLAIMS LIABILITY (B) | \$2,671,908 | \$3,414,696 |
| | | |
| Aggregate Factors Maximum Claims | | |
| Single factor | \$795.67 | \$1,016.87 |
| Family factor | \$2,227.86 | \$2,847.20 |
| Lasers | Yes | Yes |
| MAXIMUM CLAIMS LIABILITY (C) | \$3,339,885 | \$4,268,370 |
| Run-In-Limit*** | \$0 | \$0 |
| Total Fixed Cost & Expected Claims (A+B) | \$3,351,103 | \$4,370,707 |
| Total Fixed Cost & Maximum Claims (A+C) | \$4,019,080 | \$5,224,381 |
| Percentage Change | | 30.0% |
| \$ Change (based on Maximum Claims) | | \$1,205,301 |
| Lasers | 2 | 2 |
| Firm | Yes | Yes |

V.B.2



Stealth Partner Group
 18940 N Pima Road, Suite 210
 Scottsdale, AZ 85255

James Clement
 Phone: (913) 808-7643
 E-Mail: JClement@stealthpartnergroup.com

Stealth Marketing Summary

Prepared for: City of Rolla
Effective Date: 10/1/2021

| Carrier: | Rating | Marketed | Quoted | Declined | Comments |
|---------------------|--------|----------|--------|----------|---------------------|
| American Fidelity | A+ | x | | Declined | Uncompetitive Rates |
| Berkley | A+ | x | | Declined | Uncompetitive Rates |
| Berkshire Hathaway | A++ | x | | Declined | Uncompetitive Rates |
| Crum and Forster | A | x | | Declined | Uncompetitive Rates |
| HCC | A++ | x | | Declined | Uncompetitive Rates |
| HM | A | x | | Declined | Uncompetitive Rates |
| Nationwide / TMS Re | A+ | x | | Declined | Uncompetitive Rates |
| Optum | A | x | | Declined | Uncompetitive Rates |
| QBE | A | x | | Declined | Uncompetitive Rates |
| Symetra | A | x | | Declined | Uncompetitive Rates |
| Sun Life | A+ | x | Quoted | | |
| Swiss Re | A+ | x | | Declined | Uncompetitive Rates |

V.B. 3.

Blank

V.B.4