

**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/UCfffbYSQqtuhOAVkCCyieA>

**COUNCIL PRAYER**  
Ministerial Alliance

**AGENDA OF THE ROLLA CITY COUNCIL**  
**Monday, November 15, 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**

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**PLEDGE OF ALLEGIANCE**  
Councilman Robert Kessinger

**I. PUBLIC HEARINGS**

- A. **Public Hearing and Ordinance:** Request to rezone 305 S. Oak Street and 304 S Olive Street from the C-1, Neighborhood Commercial district to the C-2, General Retail District. (City Planner Tom Coots)  
**Public Hearing and First Reading**
- B. **Public Hearing and Ordinance:** Request to rezone 306 N. Walnut Street from the R-1, Single-family district to the R-3, Multi-family district. (City Planner Tom Coots) **Public Hearing and First Reading**

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

**III. OLD BUSINESS**

- A. **Ordinance** authorizing the COP financing for Public Works (phase2) (City Administrator John Butz)  
**Final Reading**
- B. **Ordinance** authorizing an agreement with Insituform Technologies for the rehabilitation of sanitary sewer. (City Engineer Darin Pryor) **Final Reading**
- C. **Resolution** authorizing an agreement with Williams, Robinson, Rigler, & Buschjost for City Counselor Services. (City Administrator John Butz) **Motion**
- D. Statement of Finding by Legal Counsel and continued discussion regarding the request to allow Conditional Use Permit (CUP) for wireless communications facility. (City Planner Tom Coots)

**IV. NEW BUSINESS**

- A. **Ordinance** to approve assignment of Interconnection Agreement to Missouri Joint Municipal Electric Utility Commission for Rolla Solar Farm. (RMU General Manager Rodney Bourne)

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

- A. **Motion** to award bid to Landmark Dodge out of Independence, Mo for the purchase of five 2022 Dodge Durango Pursuit SUV's for \$180,206.70. (Chief Sean Fagan) **Motion**
- B. **Motion** to award bid to Behlman Dodge of Troy, Mo for the purchase of a 2022 Dodge Charger for \$28,999. (Chief Sean Fagan) **Motion**
- C. **Motion** to award bid to Public Safety Upfitters for the purchase of new vehicle equipment for \$59,329. (Chief Sean Fagan) **Motion**
- D. **Motion** to award bid to Advantage Police Supply for 15 SWAT headsets for \$17,122.40. (Chief Sean Fagan) **Motion**
- E. **Motion** to award bid to First Spear, LLC for the purchase of replacement tactical vest plates for \$22,243.92. **Motion**

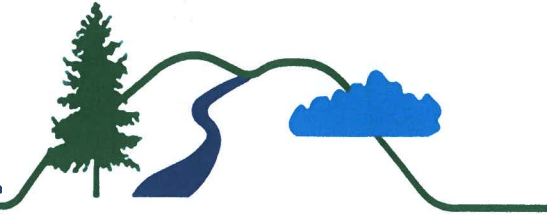
VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

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

- IX. **CLOSED SESSION** – Closed Session Pursuant to RSMo 610.021 (2), (1) and (18) for three items of discussion pertaining to real estate, legal action, and operations guidelines, policies for law enforcement.

X. **ADJOURNMENT**



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Public Hearing/First Reading

**SUBJECT:** Map Amendment (rezoning): 305 S Oak Street and 304 S Olive Street from the C-1, Neighborhood Commercial district to the C-2, General Retail district.

(ZON21-10)

**MEETING DATE: November 15, 2021**

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**Application and Notice:**

Applicant/Owner - Jeff Davis of 24/7 Homes, 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 applicant has acquired three platted lots and demolished one house. Another house remains on the property. The applicant intends to develop the properties for commercial use. The applicant owns a local ice cream shop, South Central Creamery.

The C-2 district would allow for drive-through window service for the planned restaurant.

**Property Details:**

Current zoning - C-1, Neighborhood Commercial district to the C-2, General Retail district  
Current use - Residential  
Proposed use - Commercial  
Land area - 21,400 sq. ft.

**Public Facilities/Improvements:**

Streets - The subject property has frontage on Hwy 72, a Major Arterial road; Olive Street, a collector street; and frontage on Oak Street, a local street.  
Sidewalks - Sidewalks are located adjacent to the property on all sides. Some connection to the sidewalk on Hwy 72 may be required when the property is developed.  
Utilities - The subject property should have access to all needed public utilities.

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

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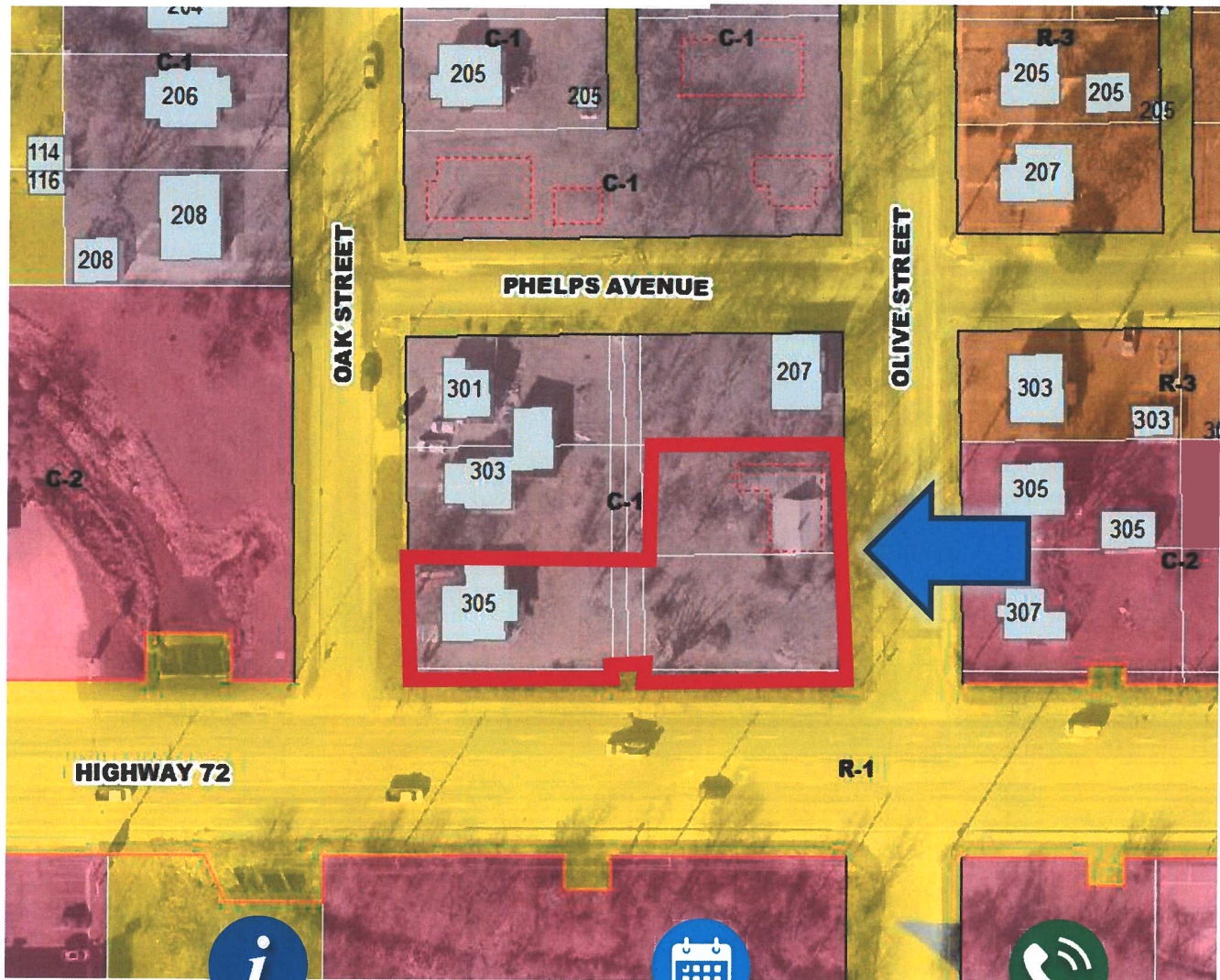
**Discussion:** The remainder of the block and most adjacent properties are zoned commercially. The adjacent blocks to the east, west, and south are all zoned C-2, as is requested for the subject property. The properties on the north side of Hwy 72 were zoned commercially many years ago, yet mostly still remains mostly residential.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on November 9, 2021 and voted 8-0 to recommend the City Council approve the request.

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

**Attachments:** Ordinance; Letter of Request, Public Notice Letter



**Project Information:**

Case No: ZON21-10  
 Location: 305 S Oak St and 304 S Olive St  
 Applicant: Jeff Davis of 24/7 Homes, LLC  
 Request:  
 Rezoning from the C-1, Neighborhood Commercial district to the C-2, General Retail district



**Public Hearings:**

Planning and Zoning Commission  
**November 9, 2021**  
**5:30 PM**  
 City Hall: 1<sup>st</sup> Floor  
  
 City Council  
**November 15, 2021**  
**6:30 PM**  
 City Hall: 1<sup>st</sup> Floor



**For More Information Contact:**

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



# 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

All of Lots 4, 5, 6, 7, and 8 in Block 9 in Newman's Addition to the City of Rolla, Phelps County, Missouri, together with the areas from a vacated alley recorded at document number 1994, page 5910; less and except those parts conveyed to the State of Missouri for highway purposes via Warranty Deed recorded at Book 101, Page 119, and a Warranty Deed recorded by document number 9405614, and a Warranty Deed recorded by document number 9401836.





24/7 Homes, LLC  
Jeff Davis  
12049 Country Oaks Estates Dr.  
Rolla, MO 65401  
573-308-0669

Date: 10/7/2021

To whom it may concern,

I, Jeff Davis, of 24/7 Homes, LLC owner of properties located at 305 S. Oak St. and 304 S. Olive St. am requesting a zoning change on both properties. Zoning is currently C1 with a request for a C2 classification. Current plans are to construct one building across both properties. One end of building is the future home of South Central Creamery in which I own also own. My hopes for this growing business is to provide a drive thru service lane on the end of the building. The block directly to the east and to the west are currently zoned C2. The block in question is zoned C1. I am looking forward to making South Central Creamery a travel destination for those coming through the Rolla area that is more attractive and more easily accessible from the highway. I would appreciate your consideration on a zone change for this location.

Thank you,

Jeff Davis

I.A.S

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

**AN ORDINANCE TO APPROVE THE RE-ZONING OF 305 S OAK STREET AND 304 S OLIVE STREET FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT**

**( ZON21-10 )**

**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 November 9, 2021 and recommended the City Council approve the rezoning of the subject property; and

**WHEREAS**, the Rolla City Council, during its November 9, 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:

All of Lots 4, 5, 6, 7, and 8 in Block 9 in Newman's Addition to the City of Rolla, Phelps County, Missouri, together with the areas from a vacated alley recorded at document number 1994, page 5910; less and except those parts conveyed to the State of Missouri for highway purposes via Warranty Deed recorded at Book 101, Page 119, and a Warranty Deed recorded by document number 9405614, and a Warranty Deed recorded by document number 9401836.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF DECEMBER, 2021.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Public Hearing/First Reading

**SUBJECT:** Map Amendment (rezoning): 306 N Walnut Street from the R-1, Single-family district to the R-3, Multi-family district.

(ZON21-11)

**MEETING DATE: November 15, 2021**

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**Application and Notice:**

Applicant - Andrew McClusky  
Owner - Linda Brattley Pietsch, et al  
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 under contract to purchase the subject property. The applicant intends to renovate the existing building for a multi-family use. The applicant intends to create up to 8 dwelling units within the existing building and add the appropriate parking.

The existing building is currently considered to be a single-family house by the Community Development Department. The building is taxed as a single-family house, has one address, has one electric and water meter to serve the building, and generally appears to be a single-family house. However, the building does have 6 apartment units, accessed from two main doors, and 6 separate mailboxes. The property owner asserts that the building has been used as a multi-family building for many years, although is not able to yet provide evidence that the building has been legally used for multi-family since the zoning codes were adopted in 1942. If evidence of legal non-conformance can be provided, the building may continue to be used for 6 units.

**Property Details:**

Current zoning - R-1, Single-family district to the R-3, Multi-family district  
Current use - Residential  
Proposed use - Multi-family  
Land area - 17,900 sq. ft.

I.B.1

**Public Facilities/Improvements:**

- Streets - The subject property has frontage on Walnut Street, a local street.
- Sidewalks - Sidewalks are located adjacent to the property.
- Utilities - The subject property should have access to all needed public utilities.

**Comprehensive Plan:** The Comprehensive Plan designates the property as being appropriate for Low-Density Residential uses.

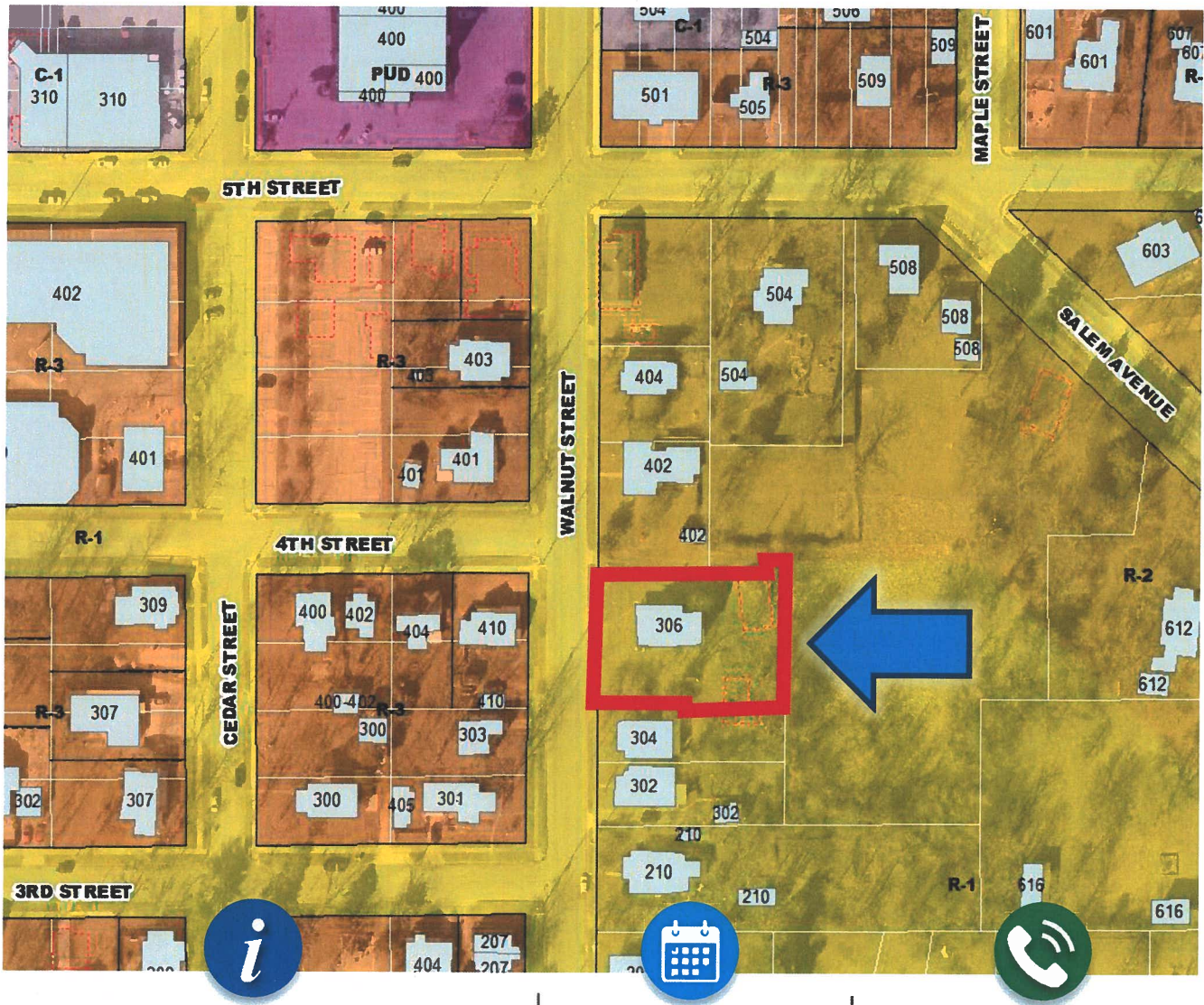
**Discussion:** The property is located across the street from a large area which is zoned R-3, however, mostly still single-family homes. The property is also adjacent to property which is zoned R-2, Two-family. The R-2 district may also be an option if R-3 is not approved. If R-2 zoning is approved, the applicant would have the option to convert the building into a duplex.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on November 9, 2021 and voted 8-0 to recommend the City Council approve the request.

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

**Attachments:** Ordinance; Letter of Request, Public Notice Letter



### Project Information:

Case No: ZON21-11  
 Location: 306 N Walnut St  
 Applicant: Andrew McCluskey  
 Request:  
 Rezoning from the R-1, Single-family district to the R-3, Multi-family district

### Public Hearings:

Planning and Zoning Commission  
**November 9, 2021**  
**5:30 PM**  
 City Hall: 1<sup>st</sup> Floor  
  
 City Council  
**November 15, 2021**  
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 City Hall: 1<sup>st</sup> Floor

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**What If I Have More Questions?**

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

**LEGAL DESCRIPTION**

A fractional part of the West Half (W1/2) of RAILROAD Lot Forty-Nine (49), City of Rolla, Phelps County, Missouri, and more particularly described as follows:

Commencing at the Southwest corner of RAILROAD Lot 49; thence North 0 degrees 41 minutes 40 seconds West, 196.00 feet along the East right of way of Walnut Street to the Northwest corner of deed recorded in Book 127 at Page 383, and to the true point of beginning of the hereinafter described tract; Thence continuing along the East side of said Walnut Street, North 0 degrees 41 minutes 40 seconds West, 126.91 feet to the Southwest corner of deed recorded in Book 220 at Page 1; thence South 89 degrees 45 minutes East, 145.00 feet; thence North 0 degrees 41 minutes 40 seconds West, 9.0 feet; thence South 89 degrees 49 minutes East, 15.0 feet; thence South 0 degrees 47 minutes 40 seconds East, 137.64 feet to the North line of said Book 127, Page 383; thence along said North line, South 89 degrees 26 minutes 20 seconds West, 10.0 feet, and South 89 degrees 49 minutes West, 75.23 feet, and North 0 degrees 41 minutes 40 seconds West, 3.50 feet, and South 89 degrees 26 minutes 20 seconds West, 75.0 feet to the true point of beginning, as per plat recorded in Plat Cabinet B, Slides 78, 265 & 301, Phelps County Records.



I.B.4

## **Letter of Request for Rezoning Property from R1 to R3**

306 N Walnut Street, Rolla, MO

Applicants Andrew McCluskey and Micah Cabagbag

In cooperation with the current owner, VLM Apt Linda Battley Pietsch

The request for rezoning is to 1) bring the property at 306 N Walnut into compliance with its current and historical use, and to 2) be approved to renovate the property to meet zoning codes of the area, and 3) raise the appearance and value of the neighborhood located near the Creative Arts district.

The building at 306 N Walnut is currently zoned as R1 but is built as six separate units within the structure, each with its own bedroom, kitchen, bathroom, and mailbox. The building has a historical use of being used as a six-unit multi-family building. Due to its proximity to Missouri University of Science and Technology, the studio units which currently make up this property are a perfect fit for students due to the growing population of college students and the proposed expansion of the university campus. The property has space to allow for two additional units on the top level of the property, which would still fit within the number of units of R3 zoning based on the lot size, requiring no additional footprint added regarding the structure on the lot.

The building in its current state is in need of repair to update its physical appearance and safety for residents. It is currently not in good enough condition to be actively rented without there being concerns for residents' well-being. Renovations ideally will include adding a parking lot behind the building to reduce the on-street parking on Walnut Street, refurbishment of the exterior to restore the original character of the building and remove peeling paint; replacement of all windows - several of which are either broken or covered in plywood; and the removal of all overgrowth, outdated wires, and concrete steps that have crumbled. The appearance of the property will be updated to match nearby renovations and buildings in the Rolla Creative Arts district, encourage future renovations of surrounding homes and improve the general overall appearance of the area.

Interior renovations inside will include painting, updating electrical wiring, new flooring, and full kitchen and bathroom updates. There is empty space to also allow for a common area for residents which could be used for washer and dryer set up as well as a studying/work room.

The building is currently vacant, taking up space within the city without the ability to provide housing in its current state. The desired result of rezoning and renovation should be quality housing for residents and students of Rolla while raising the attractiveness and value of the area.

The current and historical use for the property has been that of a six-unit multifamily property. The typical zoning required for this use is R3, which is the requested zoning change for this property. There are multiple neighboring properties within 400 feet that are operating as multi-family properties beyond the limits of R1 and R2 zoning. In addition to R3-type properties being common use for housing in this area, all of the lots across the street from the property, from 5th street to Highway 72, are already zoned R3.

The desire for rezoning is to bring the property at 306 N Walnut into compliance with its current and historical use, raise the look and value of the neighborhood, and provide a nicer and safer state of living for residents.

I (Andrew) have lived just outside of Rolla my entire life and desire to contribute to the value of the area. I have actively worked to improve the look of the city through my involvement in area renovation projects and by the volunteering of my time in community events. I value the ongoing growth and restoration of the area, and due to the location and visibility of this project, I believe it will inspire others to invest in future renovations in the city of Rolla.

Respectfully submitted,

Andrew McCluskey and Micah Cabagbag

I.B.6



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

**AN ORDINANCE TO APPROVE THE RE-ZONING OF 306 N WALNUT STREET FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE R-3, MULTI-FAMILY DISTRICT**

**( ZON21-11 )**

**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 November 9, 2021 and recommended the City Council approve the rezoning of the subject property; and

**WHEREAS**, the Rolla City Council, during its November 15, 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-1 (Single-Family) to R-3 (Multi-Family) Zoning described as follows:

A fractional part of the West Half (W1/2) of RAILROAD Lot Forty-Nine (49), City of Rolla, Phelps County, Missouri, and more particularly described as follows:

Commencing at the Southwest corner of RAILROAD Lot 49; thence North 0 degrees 41 minutes 40 seconds West, 196.00 feet along the East right of way of Walnut Street to the Northwest corner of deed recorded in Book 127 at Page 383, and to the true point of beginning of the hereinafter described tract; Thence continuing along the East side of said Walnut Street, North 0 degrees 41 minutes 40 seconds West, 126.91 feet to the Southwest corner of deed recorded in Book 220 at Page 1; thence South 89 degrees 45 minutes East,

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145.00 feet; thence North 0 degrees 41 minutes 40 seconds West, 9.0 feet; thence South 89 degrees 49 minutes East, 15.0 feet; thence South 0 degrees 47 minutes 40 seconds East, 137.64 feet to the North line of said Book 127, Page 383; thence along said North line, South 89 degrees 26 minutes 20 seconds West, 10.0 feet, and South 89 degrees 49 minutes West, 75.23 feet, and North 0 degrees 41 minutes 40 seconds West, 3.50 feet, and South 89 degrees 26 minutes 20 seconds West, 75.0 feet to the true point of beginning, as per plat recorded in Plat Cabinet B, Slides 78, 265 & 301, Phelps County Records.

**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 6TH DAY OF DECEMBER, 2021.**

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF ROLLA  
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Ordinance to authorize the COP financing for Public Works (phase 2)

BUDGET APPROPRIATION: \$3.5 Million      DATE: November 15th, 2021

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COMMENTARY:

With construction underway for the Public Works facility in the Consolidated Public Works yard off McCutcheon Dr., the City needs to finalize financing. Working with Financial Advisor Piper Sandler & Co. and Special Tax Counsel Gilmore and Bell, the financing includes the issuance of Certificates of Participation (COP) to refinance two earlier COP's (2012, 2015) plus new design and construction costs (\$3.5M) with an anticipated closing on December 16<sup>th</sup>. The new Series 2021 Certificates will run through 2033 (12 years) with a call provision after 7 years.

Recommendation: Final Reading

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

**AUTHORIZING THE CITY OF ROLLA, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF CERTAIN PROJECTS AND PREPAY OUTSTANDING LEASE OBLIGATIONS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Rolla, Missouri (the “City”), owns the real property described on **Schedule 1 of Exhibit A** attached hereto (the “Leased Property”), upon which its Police Department Building is located; and

**WHEREAS**, the City’s (a) Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2012, which financed airport infrastructure improvements and refinanced a prior lease obligation that financed the replacement of the Police Department Building’s roof (the “Series 2012 Certificates”), and (b) Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2015, which financed road, parking lot and park improvements (the “Series 2015 Certificates”), are currently outstanding; and

**WHEREAS**, the City desires to have a competitive public sale of the Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2021 (the “Series 2021 Certificates”) to occur on or about November 15, 2021, as described in the Notice of Sale (the “Notice of Sale”) attached hereto as **Exhibit G**, to obtain funds to (a) refund the outstanding Series 2012 Certificates and Series 2015 Certificates, (b) pay the costs of designing, constructing, furnishing and equipping a building for the City’s Public Works Department (the “Project”), and (c) pay the costs of executing and delivering the below-defined Series 2021 Certificates; and

**WHEREAS**, to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

(a) Enter into a Base Lease (the “Base Lease”) between the City, as lessor, and the Trustee, as lessee, the form of which is attached hereto as **Exhibit A**, pursuant to which the City will lease the Leased Property to the Trustee;

(b) Enter into a Lease Purchase Agreement (the “Lease”) between the Trustee, as lessor, and the City, as lessee, the form of which is attached hereto as **Exhibit B**, pursuant to which the City will lease the Leased Property from the Trustee on a year-to-year basis with an option to purchase the Trustee’s interest in the Leased Property;

(c) Enter into a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), the form of which is attached hereto as **Exhibit C**, pursuant to which the City will agree to provide certain financial and other information with respect to the Series 2021 Certificates;

(d) Enter into a Tax Compliance Agreement (the “Tax Compliance Agreement”) between the City and the Trustee, the form of which is attached hereto as **Exhibit D**, pursuant to which the City will make certain representations and covenants for purposes of federal income taxation;

(e) Approve a Declaration of Trust (the "Declaration of Trust") by the UMB Bank, N.A., as trustee (the "Trustee"), the form of which is attached hereto as **Exhibit E**, pursuant to which the Series 2021 Certificates will be executed and delivered; and

(f) Approve an Official Statement with respect to the Series 2021 Certificates, to be in substantially the same form as the Preliminary Official Statement with respect to the Series 2021 Certificates, the form of which is attached hereto as **Exhibit F** (the "Preliminary Official Statement," and together, the "Official Statement").

The Base Lease, the Lease, the Continuing Disclosure Undertaking and the Tax Compliance Agreement are referred to together herein as the "City Documents."

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

**Section 1. Approval of Sale and Delivery of the Certificates of Participation.**

(a) Subject to the limitations set forth in subsection (b) below, the City hereby authorizes the delivery by the Trustee of the Series 2021 Certificates authorized and delivered under the Declaration of Trust, for the purpose of providing funds to pay the costs of (1) refunding the Series 2012 Certificates and the Series 2015 Certificates, (2) completing the Project and (3) executing and delivering the Series 2021 Certificates, the City Documents and other related documents.

(b) The Series 2021 Certificates shall be delivered and secured pursuant to the Declaration of Trust and shall be in such denominations and forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered by the Trustee in such manner, subject to the provisions, covenants and agreements as are set forth in the Declaration of Trust and the following limitations set forth below:

(1) the aggregate principal amount of the Series 2021 Certificates shall not exceed \$[\*Principal Amount\*];

(2) the costs of issuing the Series 2021 Certificates, excluding the underwriter's discount, shall not exceed \_\_\_% of the principal amount of the Series 2021 Certificates;

(3) the Series 2021 Certificates shall have a final maturity not later than [\*February 1\*], 20\_\_\_, and shall have a weighted average maturity of not less than \_\_\_ years and not more than \_\_\_ years;

(4) principal of the Series 2021 Certificates shall be payable annually on [\*February 1\*] and interest shall be payable semiannually on [\*February 1\*] and [\*August 1\*];

(5) the Series 2021 Certificates shall bear interest at various interest rates, with the true interest cost not to exceed \_\_\_% per annum; and

(6) the Series 2021 Certificates shall be subject to prepayment at the option of the City, as a whole or in part, on or after a date that is not later than [\*February 1\*], 20\_\_\_, at a Prepayment Price equal to 100% of the principal being prepaid, plus the interest accrued to the Prepayment Date.

Subject to the foregoing limitations, the final terms of the Series 2021 Certificates shall be specified in the Declaration of Trust.

(c) The City hereby ratifies and approves the Notice of Sale attached hereto as **Exhibit F**. The Series 2021 Certificates shall be sold at a public sale to the purchaser (the "Purchaser") whose bid (1) is in compliance with subsection (b) above and the terms in the Notice of Sale, (2) is not otherwise rejected by the City in accordance with the provisions of the Notice of Sale, and (3) will result in the lowest "true interest cost" to the City as described in the Notice of Sale. The Mayor is authorized to accept the Purchaser's winning bid and to execute and deliver the winning bid form to the Purchaser on behalf of the City.

## **Section 2. Authorization and Approval of City Documents and Declaration of Trust.**

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

(b) The obligation of the City to pay Basic Rent Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease will be construed so as to give effect to such intent.

(c) The Mayor is hereby authorized and directed to execute and deliver the City Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the City Documents and attest said seal.

## **Section 3. Approval of Official Statement.**

(a) The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as are approved by the Mayor. The Mayor is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the City. The Mayor's execution thereof shall be conclusive evidence of his approval thereof, and the public distribution of the final Official Statement by the Underwriter is in all respects hereby authorized and approved for use in connection with the sale of the Series 2021 Certificates.

(b) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

**Section 4. Prepayment of the Series 2012 Certificates and the Series 2015 Certificates.** The Series 2012 Certificates maturing on January 1, 2023 and thereafter (the "Prepaid 2012 Certificates") are hereby called for prepayment prior to maturity on January 1, 2022. The Series 2015 Certificates maturing on February 1, 2023 and thereafter (the "Prepaid 2015 Certificates" and, together with the Prepaid 2012 Certificates, the "Prepaid Certificates") are hereby called for prepayment prior to maturity on February 1,

2022. The Prepaid Certificates shall be prepaid at the principal corporate trust office of UMB Bank, N.A., by the payment on the respective prepayment date of the principal thereof, together with any prepayment premium and accrued interest thereon to the prepayment date. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the prepayment of the Prepaid Certificates as herein provided.

**Section 5. Further Authority.** The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the other documents authorized or approved hereby, including, without limitation, executing documents relating to the termination of leases associated with the Prepaid Certificates.

**Section 6. Severability.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

**Section 7. Effective Date.** This Ordinance shall take effect and be in full force immediately after its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAY THIS \_\_\_ DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Mayor

(SEAL)

Attest:

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

Approved as to Form:

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

**EXHIBIT A**  
**BASE LEASE**

[On file in the office of the City Clerk]



**EXHIBIT B**

**LEASE PURCHASE AGREEMENT**

[On file in the office of the City Clerk]

**EXHIBIT C**  
**CONTINUING DISCLOSURE UNDERTAKING**

[On file in the office of the City Clerk]

**EXHIBIT D**

**TAX COMPLIANCE AGREEMENT**

[On file in the office of the City Clerk]

**EXHIBIT E**

**DECLARATION OF TRUST**

[On file in the office of the City Clerk]

**EXHIBIT F**

**PRELIMINARY OFFICIAL STATEMENT**

[On file in the office of the City Clerk]

IV. A. 11

**EXHIBIT G**  
**NOTICE OF SALE**

[On file in the office of the City Clerk]

**City of Rolla, Missouri  
 Certificates of Participation  
 (Public Works Facility Project and Refunding of Series 2012 and 2015  
 Certificates of Participation)  
 Series 2021**

**Draft Timetable**

NOVEMBER 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Date	Event
September 15, 2021	Review Plan of Finance and Timetable
September 30, 2021	Distribute First Draft of Preliminary Official Statement (POS), Notice of Sale and related legal documents
October 1, 2021	Submit Financing Information to Rating Agency
October 4, 2021	City Council approves "Go to Market" Resolution
November 1, 2021	City Council approve first reading of financing ordinance
November 2, 2021	Rating Conference Call
November 10, 2021	Finalize Certificate Rating and Project Size Distribute POS and Notice of Sale
November 15, 2021	City Council approval of final reading of financing ordinance
November 29, 2021	Competitive Sale of Certificates
December 3, 2021	Final Official Statement printed
December 7, 2021	Prepare and distribute Closing Memorandum
December 16, 2021	Certificates Closing / Delivery of Funds

## SOURCES AND USES OF FUNDS

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-

Dated Date 12/16/2021  
 Delivery Date 12/16/2021

Sources:	Refund 2012 COP	Refund 2015 COP	New Money	Total
<b>Bond Proceeds:</b>				
Par Amount	950,000.00	1,540,000.00	3,225,000.00	5,715,000.00
Premium	89,779.85	106,279.10	350,429.15	546,488.10
	1,039,779.85	1,646,279.10	3,575,429.15	6,261,488.10
<b>Other Sources of Funds:</b>				
Transfer for 1/1/2022 Payment	203,966.25			203,966.25
Transfer for 2/1/2022 Payment		538,235.00		538,235.00
	203,966.25	538,235.00		742,201.25
	1,243,746.10	2,184,514.10	3,575,429.15	7,003,689.35
<b>Uses:</b>				
	Refund 2012 COP	Refund 2015 COP	New Money	Total
<b>Project Fund Deposits:</b>				
Project Fund			3,500,000.00	3,500,000.00
<b>Refunding Escrow Deposits:</b>				
Cash Deposit	1,218,966.25	2,143,235.00		3,362,201.25
<b>Cost of Issuance:</b>				
Bond Counsel	6,649.17	10,778.65	22,572.18	40,000.00
Municipal Advisor	5,818.02	9,431.32	19,750.66	35,000.00
Rating Fee	2,825.90	4,580.93	9,593.17	17,000.00
NOS/POS Dissemination	166.23	269.47	564.30	1,000.00
Trustee Fee	166.23	269.47	564.30	1,000.00
CUSIP Fee	124.67	202.10	423.23	750.00
Miscellaneous	415.57	673.67	1,410.76	2,500.00
	16,165.79	26,205.61	54,878.60	97,250.00
<b>Underwriter's Discount:</b>				
Underwriter's Discount	7,125.00	11,550.00	24,187.50	42,862.50
<b>Other Uses of Funds:</b>				
Additional Proceeds	1,489.06	3,523.49	-3,636.95	1,375.60
	1,243,746.10	2,184,514.10	3,575,429.15	7,003,689.35



BOND DEBT SERVICE

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2022			130,781.25	130,781.25	130,781.25
02/01/2023	665,000	4.000%	104,625.00	769,625.00	
08/01/2023			91,325.00	91,325.00	860,950.00
02/01/2024	695,000	4.000%	91,325.00	786,325.00	
08/01/2024			77,425.00	77,425.00	863,750.00
02/01/2025	725,000	4.000%	77,425.00	802,425.00	
08/01/2025			62,925.00	62,925.00	865,350.00
02/01/2026	200,000	4.000%	62,925.00	262,925.00	
08/01/2026			58,925.00	58,925.00	321,850.00
02/01/2027	620,000	4.000%	58,925.00	678,925.00	
08/01/2027			46,525.00	46,525.00	725,450.00
02/01/2028	430,000	4.000%	46,525.00	476,525.00	
08/01/2028			37,925.00	37,925.00	514,450.00
02/01/2029	445,000	4.000%	37,925.00	482,925.00	
08/01/2029			29,025.00	29,025.00	511,950.00
02/01/2030	465,000	3.000%	29,025.00	494,025.00	
08/01/2030			22,050.00	22,050.00	516,075.00
02/01/2031	475,000	3.000%	22,050.00	497,050.00	
08/01/2031			14,925.00	14,925.00	511,975.00
02/01/2032	490,000	3.000%	14,925.00	504,925.00	
08/01/2032			7,575.00	7,575.00	512,500.00
02/01/2033	505,000	3.000%	7,575.00	512,575.00	
08/01/2033					512,575.00
	5,715,000		1,132,656.25	6,847,656.25	6,847,656.25

BOND DEBT SERVICE

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-  
 Refund 2012 COPS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2022			23,750	23,750	23,750
02/01/2023	175,000	4.000%	19,000	194,000	
08/01/2023			15,500	15,500	209,500
02/01/2024	180,000	4.000%	15,500	195,500	
08/01/2024			11,900	11,900	207,400
02/01/2025	190,000	4.000%	11,900	201,900	
08/01/2025			8,100	8,100	210,000
02/01/2026	200,000	4.000%	8,100	208,100	
08/01/2026			4,100	4,100	212,200
02/01/2027	205,000	4.000%	4,100	209,100	
08/01/2027					209,100
	950,000		121,950	1,071,950	1,071,950

BOND DEBT SERVICE

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-  
 Refund 2015 COPS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2022			38,500	38,500	38,500
02/01/2023	490,000	4.000%	30,800	520,800	
08/01/2023			21,000	21,000	541,800
02/01/2024	515,000	4.000%	21,000	536,000	
08/01/2024			10,700	10,700	546,700
02/01/2025	535,000	4.000%	10,700	545,700	
08/01/2025					545,700
	1,540,000		132,700	1,672,700	1,672,700

BOND DEBT SERVICE

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-  
 New Money

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2022			68,531.25	68,531.25	68,531.25
02/01/2023			54,825.00	54,825.00	
08/01/2023			54,825.00	54,825.00	109,650.00
02/01/2024			54,825.00	54,825.00	
08/01/2024			54,825.00	54,825.00	109,650.00
02/01/2025			54,825.00	54,825.00	
08/01/2025			54,825.00	54,825.00	109,650.00
02/01/2026			54,825.00	54,825.00	
08/01/2026			54,825.00	54,825.00	109,650.00
02/01/2027	415,000	4.000%	54,825.00	469,825.00	
08/01/2027			46,525.00	46,525.00	516,350.00
02/01/2028	430,000	4.000%	46,525.00	476,525.00	
08/01/2028			37,925.00	37,925.00	514,450.00
02/01/2029	445,000	4.000%	37,925.00	482,925.00	
08/01/2029			29,025.00	29,025.00	511,950.00
02/01/2030	465,000	3.000%	29,025.00	494,025.00	
08/01/2030			22,050.00	22,050.00	516,075.00
02/01/2031	475,000	3.000%	22,050.00	497,050.00	
08/01/2031			14,925.00	14,925.00	511,975.00
02/01/2032	490,000	3.000%	14,925.00	504,925.00	
08/01/2032			7,575.00	7,575.00	512,500.00
02/01/2033	505,000	3.000%	7,575.00	512,575.00	
08/01/2033					512,575.00
	3,225,000		878,006.25	4,103,006.25	4,103,006.25

BOND SUMMARY STATISTICS

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-

Dated Date	12/16/2021
Delivery Date	12/16/2021
Last Maturity	02/01/2033
Arbitrage Yield	1.473120%
True Interest Cost (TIC)	1.803076%
Net Interest Cost (NIC)	1.906767%
All-In TIC	2.105832%
Average Coupon	3.433397%
Average Life (years)	5.772
Weighted Average Maturity (years)	5.793
Duration of Issue (years)	5.273
Par Amount	5,715,000.00
Bond Proceeds	6,261,488.10
Total Interest	1,132,656.25
Net Interest	629,030.65
Bond Years from Dated Date	32,989,375.00
Bond Years from Delivery Date	32,989,375.00
Total Debt Service	6,847,656.25
Maximum Annual Debt Service	865,350.00
Average Annual Debt Service	615,519.66
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.500000
Total Underwriter's Discount	7.500000
Bid Price	108.812346

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	5,715,000.00	109.562	3.433%	5.772	2,825.35
	5,715,000.00			5.772	2,825.35

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,715,000.00	5,715,000.00	5,715,000.00
+ Accrued Interest			
+ Premium (Discount)	546,488.10	546,488.10	546,488.10
- Underwriter's Discount	-42,862.50	-42,862.50	
- Cost of Issuance Expense		-97,250.00	
- Other Amounts			
Target Value	6,218,625.60	6,121,375.60	6,261,488.10
Target Date	12/16/2021	12/16/2021	12/16/2021
Yield	1.803076%	2.105832%	1.473120%

**BOND PRICING**  
 City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Principal Cost
Serial Bond:										
	02/01/2023	665,000	4.000%	0.600%	103.805				25,303.25	690,303.25
	02/01/2024	695,000	4.000%	0.700%	106.947				48,281.65	743,281.65
	02/01/2025	725,000	4.000%	0.850%	109.693				70,274.25	795,274.25
	02/01/2026	200,000	4.000%	1.050%	111.877				23,754.00	223,754.00
	02/01/2027	620,000	4.000%	1.200%	113.876				86,031.20	706,031.20
	02/01/2028	430,000	4.000%	1.400%	115.209				65,398.70	495,398.70
	02/01/2029	445,000	4.000%	1.550%	116.465				73,269.25	518,269.25
	02/01/2030	465,000	3.000%	1.650%	109.038	C 1.799%	02/01/2029	100.000	42,026.70	507,026.70
	02/01/2031	475,000	3.000%	1.750%	108.337	C 1.996%	02/01/2029	100.000	39,600.75	514,600.75
	02/01/2032	490,000	3.000%	1.850%	107.642	C 2.156%	02/01/2029	100.000	37,445.80	527,445.80
	02/01/2033	505,000	3.000%	1.950%	106.951	C 2.289%	02/01/2029	100.000	35,102.55	540,102.55
		5,715,000							546,488.10	6,261,488.10

Dated Date	12/16/2021	
Delivery Date	12/16/2021	
First Coupon	08/01/2022	
Par Amount	5,715,000.00	
Premium	546,488.10	
Production	6,261,488.10	109.562346%
Underwriter's Discount	-42,862.50	-0.750000%
Purchase Price	6,218,625.60	108.812346%
Accrued Interest		
Net Proceeds	6,218,625.60	

SUMMARY OF BONDS REFUNDED

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2012 COPS, 2012COP, SERIAL:					
	01/01/2022	2.800%	185,000.00		
	01/01/2023	3.000%	190,000.00	01/01/2022	100.000
	01/01/2024	3.100%	195,000.00	01/01/2022	100.000
	01/01/2025	3.250%	205,000.00	01/01/2022	100.000
	01/01/2026	3.350%	210,000.00	01/01/2022	100.000
	01/01/2027	3.400%	215,000.00	01/01/2022	100.000
			1,200,000.00		
2015, SERIAL:					
	02/01/2022	2.300%	510,000.00		
	02/01/2023	2.550%	520,000.00	02/01/2022	100.000
	02/01/2024	2.800%	535,000.00	02/01/2022	100.000
	02/01/2025	3.000%	550,000.00	02/01/2022	100.000
			2,115,000.00		
			3,315,000.00		

PRIOR BOND DEBT SERVICE

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-  
 Refund 2012 COPS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/01/2022	185,000	2.800%	18,966.25	203,966.25	
07/01/2022			16,376.25	16,376.25	
08/01/2022					220,342.50
01/01/2023	190,000	3.000%	16,376.25	206,376.25	
07/01/2023			13,526.25	13,526.25	
08/01/2023					219,902.50
01/01/2024	195,000	3.100%	13,526.25	208,526.25	
07/01/2024			10,503.75	10,503.75	
08/01/2024					219,030.00
01/01/2025	205,000	3.250%	10,503.75	215,503.75	
07/01/2025			7,172.50	7,172.50	
08/01/2025					222,676.25
01/01/2026	210,000	3.350%	7,172.50	217,172.50	
07/01/2026			3,655.00	3,655.00	
08/01/2026					220,827.50
01/01/2027	215,000	3.400%	3,655.00	218,655.00	
08/01/2027					218,655.00
	1,200,000		121,433.75	1,321,433.75	1,321,433.75



PRIOR BOND DEBT SERVICE

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-  
 Refund 2015 COPS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2022	510,000	2.300%	28,235	538,235	
08/01/2022			22,370	22,370	560,605
02/01/2023	520,000	2.550%	22,370	542,370	
08/01/2023			15,740	15,740	558,110
02/01/2024	535,000	2.800%	15,740	550,740	
08/01/2024			8,250	8,250	558,990
02/01/2025	550,000	3.000%	8,250	558,250	
08/01/2025					558,250
	2,115,000		120,955	2,235,955	2,235,955

SAVINGS

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 12/16/2021 @ 1.4731196%
08/01/2022	780,947.50	742,201.25	38,746.25	62,250.00	-23,503.75	-24,380.54
08/01/2023	778,012.50		778,012.50	751,300.00	26,712.50	26,591.67
08/01/2024	778,020.00		778,020.00	754,100.00	23,920.00	23,472.47
08/01/2025	780,926.25		780,926.25	755,700.00	25,226.25	24,362.07
08/01/2026	220,827.50		220,827.50	212,200.00	8,627.50	8,378.07
08/01/2027	218,655.00		218,655.00	209,100.00	9,555.00	9,110.84
	3,557,388.75	742,201.25	2,815,187.50	2,744,650.00	70,537.50	67,534.59

Savings Summary

PV of savings from cash flow	67,534.59
Plus: Refunding funds on hand	5,012.55
<b>Net PV Savings</b>	<b>72,547.14</b>

SAVINGS

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-  
 Refund 2012 COPS

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/16/2021 @ 1.4731196%
12/16/2021		203,966.25	-203,966.25		-203,966.25		-203,966.25
01/01/2022	203,966.25		203,966.25		203,966.25		203,841.55
07/01/2022	16,376.25		16,376.25		16,376.25		16,246.57
08/01/2022				23,750.00	-23,750.00	-7,373.75	-23,533.13
01/01/2023	206,376.25		206,376.25		206,376.25		203,245.01
02/01/2023				194,000.00	-194,000.00		-190,823.00
07/01/2023	13,526.25		13,526.25		13,526.25		13,223.62
08/01/2023				15,500.00	-15,500.00	10,402.50	-15,134.69
01/01/2024	208,526.25		208,526.25		208,526.25		202,370.25
02/01/2024				195,500.00	-195,500.00		-189,496.64
07/01/2024	10,503.75		10,503.75		10,503.75		10,119.13
08/01/2024				11,900.00	-11,900.00	11,630.00	-11,450.24
01/01/2025	215,503.75		215,503.75		215,503.75		206,094.57
02/01/2025				201,900.00	-201,900.00		-192,848.76
07/01/2025	7,172.50		7,172.50		7,172.50		6,809.19
08/01/2025				8,100.00	-8,100.00	12,676.25	-7,680.30
01/01/2026	217,172.50		217,172.50		217,172.50		204,664.40
02/01/2026				208,100.00	-208,100.00		-195,874.72
07/01/2026	3,655.00		3,655.00		3,655.00		3,419.30
08/01/2026				4,100.00	-4,100.00	8,627.50	-3,830.92
01/01/2027	218,655.00		218,655.00		218,655.00		203,059.20
02/01/2027				209,100.00	-209,100.00		-193,948.35
08/01/2027						9,555.00	
	1,321,433.75	203,966.25	1,117,467.50	1,071,950.00	45,517.50	45,517.50	44,505.79

Savings Summary

PV of savings from cash flow	44,505.79
Plus: Refunding funds on hand	1,489.06
<b>Net PV Savings</b>	<b>45,994.85</b>

SAVINGS

City of Rolla, Missouri  
 Certificates of Participation, Series 2021  
 -Preliminary, 'A+' Rated, Bank-Qualified-  
 Refund 2015 COPS

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/16/2021 @ 1.4731196%
12/16/2021		538,235.00	-538,235.00		-538,235.00		-538,235.00
02/01/2022	538,235.00		538,235.00		538,235.00		537,248.43
08/01/2022	22,370.00		22,370.00	38,500.00	-16,130.00	-16,130.00	-15,982.71
02/01/2023	542,370.00		542,370.00	520,800.00	21,570.00		21,216.76
08/01/2023	15,740.00		15,740.00	21,000.00	-5,260.00	16,310.00	-5,136.03
02/01/2024	550,740.00		550,740.00	536,000.00	14,740.00		14,287.37
08/01/2024	8,250.00		8,250.00	10,700.00	-2,450.00	12,290.00	-2,357.40
02/01/2025	558,250.00		558,250.00	545,700.00	12,550.00		11,987.38
08/01/2025						12,550.00	
	2,235,955.00	538,235.00	1,697,720.00	1,672,700.00	25,020.00	25,020.00	23,028.80

Savings Summary

PV of savings from cash flow	23,028.80
Plus: Refunding funds on hand	3,523.49
<b>Net PV Savings</b>	<b>26,552.29</b>

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Ordinance Final Reading**

**ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines**

**BUDGET APPROPRIATION (IF APPLICABLE) - \$300,000.00 DATE: 11/15/2021**

\*\*\*\*\*

**COMMENTARY:**

Attached is a contract to rehabilitate just over 1/2 of a mile of sanitary sewer in various locations throughout the city. This is the 11<sup>th</sup> year staff is proposing to participate in the cooperative purchasing arrangement with other Missouri communities with a bid received by Independence, Missouri.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into contract with Insituform Technologies, USA for \$307,106.50.

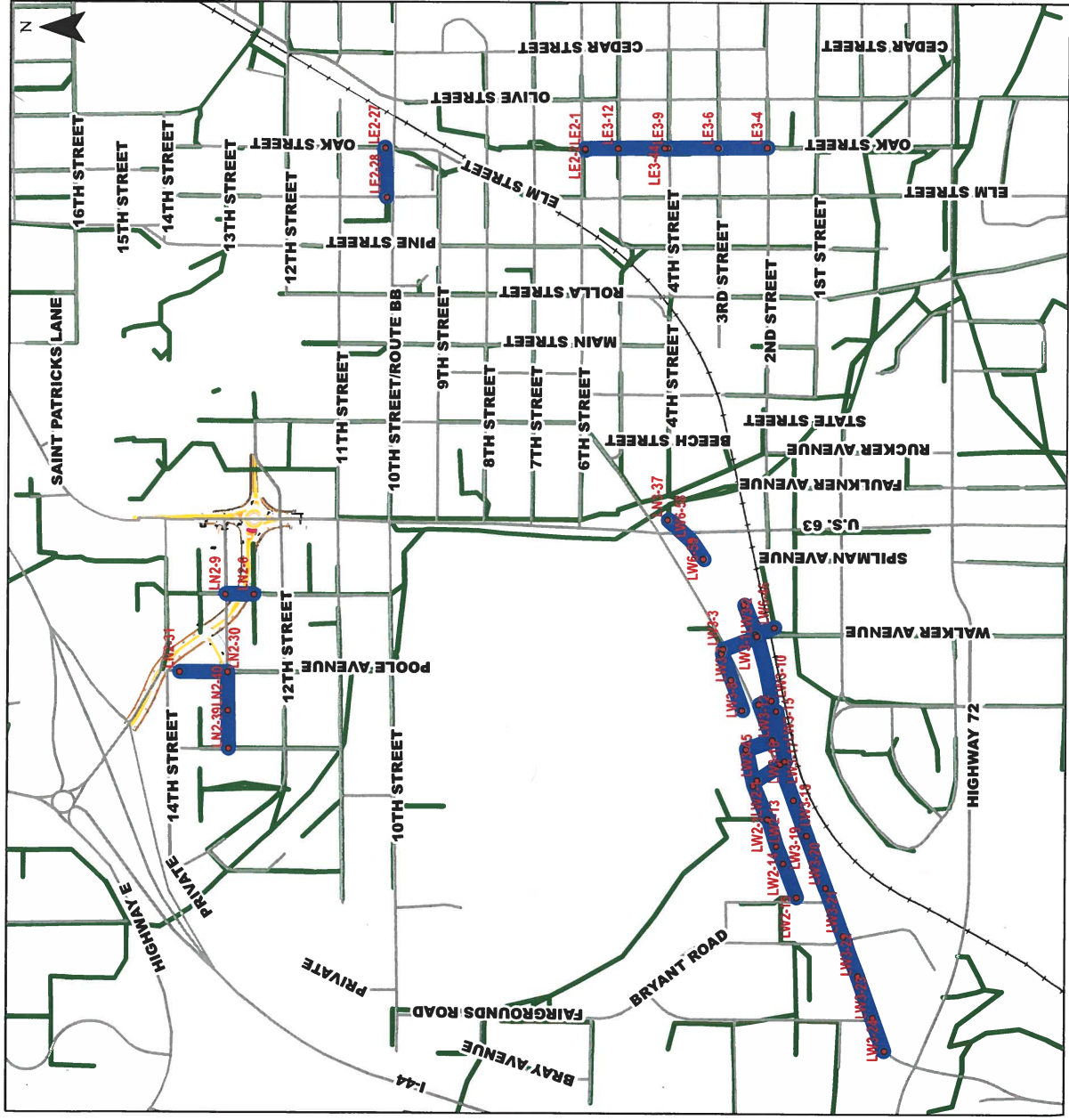
**Sewer Statistics:**

- Total miles of sewer – 136.1 miles**
- PVC – 68.3 miles**
- Clay – 51.3 miles**
- Insituform Lined – 10.6 miles**
- Other – 5.9 miles**

ITEM NO. III. B.1

# Proposed 2021-2022 Insituform Schedule

LINE ID	DIAMETER	LENGTH	MATERIAL
BE2-29-BE2-34	8	256.77	CLAY
LE2-1-LE3-12	6	194.26	CLAY
LE2-2-LE2-1	8	8.68	CLAY
LE2-28-LE2-27	8	298.50	CLAY
LE3-12-LE3-44	8	276.18	CLAY
LE3-44-LE1TRUNK	8	6.90	CLAY
LE3-9-LE3-4	6	287.18	CLAY
LE3-9-LE3-6	6	294.95	CLAY
LN2-30-LN2-40	6	224.77	CLAY
LN2-31-LN2-30	6	283.38	CLAY
LN2-40-LN2-39	6	223.90	CLAY
LN2-9-LN2-6	10	167.25	CLAY
LN2-13-LN2-9	10	162.08	CLAY
LN2-15-LN2-13	10	109.70	CLAY
LN2-15-LN2-14	10	215.37	CLAY
LN2-11-LN2-14	12	212.75	CLAY
LN2-10-LN2-9	12	30.82	CLAY
LN2-11-LN2-10	12	79.91	CLAY
LN2-12-LN2-11	12	222.85	CLAY
LN2-13-LN2-12	12	163.39	CLAY
LN2-14-LN2-13	10	219.86	CLAY
LN2-16-LN2-15	6	299.22	CLAY
LN2-17-LN2-16	6	30.74	CLAY
LN2-18-LN2-17	8	225.77	CLAY
LN2-19-LN2-18	8	220.13	CLAY
LN2-20-LN2-19	8	329.39	CLAY
LN2-21-LN2-20	8	299.11	CLAY
LN2-22-LN2-21	8	259.70	CLAY
LN2-23-LN2-22	8	206.09	CLAY
LN2-24-LN2-23	8	212.03	CLAY
LN2-25-LN2-24	8	164.57	CLAY
LN2-26-LN2-25	8	186.21	CLAY
LN2-27-LN2-26	8	30.23	CLAY
LN2-28-LN2-27	8	165.26	CLAY
LN2-29-LN2-28	8	188.09	CLAY
LN2-30-LN2-29	12	185.29	CLAY
LN2-31-LN2-30	8	181.41	CLAY
LN2-32-LN2-31	8	132.79	CLAY
LN2-33-LN2-32	8	2684.78	CLAY



Bishop Avenue  
 Kingshighway  
 Oak Street  
 10th Street (between Elm & Oak)  
 University Drive Area

10/26/2021

III. B. 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 INSITUFORM TECHNOLOGIES USA, LLC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Insituform Technologies USA, LLC, 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 15TH DAY OF NOVEMBER 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III.B.3

EXHIBIT A



**Insituform**  
Technologies USA, LLC

Worldwide Pipeline  
Rehabilitation

17988 Edison Avenue  
Chesterfield, MO 63005

Tel: 314-409-5069  
[gpatton@aegion.com](mailto:gpatton@aegion.com)

September 30, 2021

To: David Forshee  
City of Rolla  
1801 Highway 72 East  
Rolla, MO 65402  
(573) 426-6957  
[dforshee@rollacity.org](mailto:dforshee@rollacity.org)

ACES# AAJA-ZNCEA3

Re: City of Rolla, MO, 6" – 12" Sanitary Sewer CIPP Project 2021

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project.

Rolla MO 2021 Rehab		Unit of	Per Bid		
Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
1	MH BE2-33 to MH BE2-34 8"	LF	257	\$ 29.00	\$ 7,453.00
2	MH LE2-1 to MH LE3-12 6"	LF	194	\$ 37.00	\$ 7,178.00
3	MH LE2-2 to MH LE2-1 8"	LF	9	\$ 325.00	\$ 2,925.00
4	MH LE2-28 to MH LE2-27 8"	LF	299	\$ 28.50	\$ 8,521.50
5	MH LE3-12 to MH LE3TRUNK 8"	LF	283	\$ 28.50	\$ 8,065.50
6	MH LE3-6 to MH LE3-4 6"	LF	287	\$ 31.50	\$ 9,040.50
7	MH LE3-9 to MH LE3-6 6"	LF	295	\$ 31.50	\$ 9,292.50
8	MH LN2-30 to MH LN2-40 8"	LF	225	\$ 31.00	\$ 6,975.00
9	MH LN2-31 to MH LN2-30 6"	LF	283	\$ 32.50	\$ 9,197.50
10	MH LN2-40 to MH LN2-39 6"	LF	224	\$ 36.00	\$ 8,064.00
11	MH LN2-9 to MH LN2-6 8"	LF	167	\$ 37.00	\$ 6,179.00
12	MH LW2-14 to MH LW2-3 10"	LF	272	\$ 37.00	\$ 10,064.00
13	MH LW2-15 to MH LW2-14 10"	LF	215	\$ 39.00	\$ 8,385.00
14	MH LW2-1 to MH LW3-14 12"	LF	213	\$ 47.00	\$ 10,011.00
15	MH LW3-11 to MH LW3-9 12"	LF	276	\$ 42.00	\$ 11,592.00
16	MH LW3-13 to MH LW3-11 12"	LF	387	\$ 38.00	\$ 14,706.00
17	MH LW3-14 to MH LW3-13 10"	LF	220	\$ 38.50	\$ 8,470.00
18	MH LW3-17 to MH LW3-15 6"	LF	330	\$ 29.00	\$ 9,570.00
19	MH LW3-19 to MH LW3-17 8"	LF	446	\$ 25.00	\$ 11,150.00
20	MH LW3-1 to MH LW6-46 12"	LF	115	\$ 64.00	\$ 7,360.00
21	MH LW3-20 to MH LW3-19 8"	LF	329	\$ 27.00	\$ 8,883.00
22	MH LW3-21 to MH LW3-20 8"	LF	299	\$ 28.00	\$ 8,372.00
23	MH LW3-22 to MH LW3-21 8"	LF	251	\$ 29.00	\$ 7,279.00
24	MH LW3-23 to MH LW3-22 8"	LF	260	\$ 29.00	\$ 7,540.00
25	MH LW3-24 to MH LW3-23 8"	LF	206	\$ 32.00	\$ 6,592.00
26	MH LW3-3 to MH LW3-2 8"	LF	212	\$ 32.00	\$ 6,784.00
27	MH LW3-45 to MH LW3-17 6"	LF	165	\$ 41.00	\$ 6,765.00
28	MH LW3-49 to MH LW3-1 8"	LF	186	\$ 34.00	\$ 6,324.00
29	MH LW3-8 to MH LW3-3 8"	LF	383	\$ 25.00	\$ 9,575.00
30	MH LW3-9 to MH LW3-2 12"	LF	185	\$ 49.00	\$ 9,065.00

III. B.4



31	MH LW6-59 to MH LN3-37 8"	LF	314	\$ 27.00	\$ 8,478.00
32	Traffic control	LS	1	\$ 8,850.00	\$ 8,850.00
33	Mobilization	LS	1	\$ 21,950.00	\$ 21,950.00
34	Bypass	LS	1	\$ 4,800.00	\$ 4,800.00
35	Pull straps 6"	LS	1	\$ 2,950.00	\$ 2,950.00
36	Prot Tap Trimming (If Any)	EA	1	\$ 350.00	\$ 350.00
37	Bonds	LS	1	\$ 8,350.00	\$ 8,350.00
					\$ 307,106.50

**INCLUDED:**

- ✓ Installation of Insituform® CIPP
- ✓ Standard cleaning of loose debris and televising
- ✓ Certificate of insurance with a standard coverage
- ✓ Bypass
- ✓ Dry weather work only
- ✓ Post TV
- ✓ All pricing assumes 100% of above scope. If scope changes, pricing will need to be reevaluated

**EXCLUDED:**

- ◆ Sales or use tax – client to provide tax exempt certificate
- ◆ Permits or retainage
- ◆ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- ◆ Site clearing, access points for easements, manhole location
- ◆ Traffic control beyond standard cones and early warning signs.
- ◆ Special Insurance such as Railroad Protective Liability and Owners & Contractors Protective Liability
- ◆ Weekend/Holiday Work.

**OWNER TO PROVIDE:**

- ◆ Access to manholes including clearing and ground leveling/stabilization if needed for equipment
- ◆ Traffic control plan, permits, devices if needed (other than standard cones)
- ◆ Suitable water supply (typically fire hydrant) for cleaning and CIPP
- ◆ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.
- ◆ Permits as needed

**General Conditions:**

1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.
2. Laterals, if encountered, that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.

3. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

4. **LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
5. **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.**
6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform<sup>®</sup> process per the above conditions, and Insituform<sup>®</sup> specifications, are included.

- 8. **PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.**
- 9. **This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.**

Thank you,

***INSITUFORM TECHNOLOGIES USA, LLC.***

**Offered By:**

**Accepted By:**

Insituform Technologies USA, LLC.



Greg Patton  
Business Development Manager



580 Goddard Avenue  
Chesterfield, MO 63005  
mobile (314) 409.5069  
fax (636) 898-5094  
[gpatton@insituform.com](mailto:gpatton@insituform.com)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

Date \_\_\_\_\_

\_\_\_\_\_  
Organization

**Accepted by: Insituform Technologies USA, LLC.**

Date: \_\_\_\_\_

Is this Project Tax Exempt? \_\_\_\_\_ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? \_\_\_\_\_ Are there wage rates? \_\_\_\_\_. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz      ACTION REQUESTED: Resolution

ITEM/SUBJECT: Contract for City Counselor Services

BUDGET APPROPRIATION: \$34,000

DATE: November 15th, 2021

\*\*\*\*\*

COMMENTARY:

The City's contract for City Counselor Services with Williams, Robinson, Rigler, and Buschjost (WRRB) expires on December 31, 2021. The city has been represented by Lance Thurman and Carolyn Buschjost since 2011. For renewal, the City sent the Request for Proposals to all law firms in Phelps County, advertised in the local paper, and notified three state-wide firms that specialized in municipal government.

On November 1<sup>st</sup> Council awarded "City Counselor Services" to the Rolla firm of Williams, Robinson, Rigler, & Buschjost. Attached is the contract for that renewal (through December 2024).

Recommendation: Motion to approve the Resolution

III. C. 1

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

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE THE CITY COUNSELOR PERSONAL SERVICES CONTRACT BETWEEN THE LAW OFFICES OF WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, AND THE CITY OF ROLLA.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri, be and he is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, the City Counselor Personal Services Contract between the law offices of Williams, Robinson, Rigler & Buschjost, a copy of said agreement 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 15th DAY OF NOVEMBER 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
LOUIS J. MAGDITS IV, MAYOR

\_\_\_\_\_  
LORRI M. THURMAN, CITY CLERK

III .C.2

**CITY COUNSELOR**

**PERSONAL SERVICES CONTRACT**

This contract made and executed this 6th day of December, 2021 by and between the City of Rolla, Missouri, a municipal corporation, hereinafter referred to as the “City” and Law Offices of Williams, Robinson, Rigler & Buschjost, a Professional Corporation, hereinafter called “Attorneys” both of which agree as follow:

**RECITALS**

A. The City desires to appoint the Law Offices of Williams, Robinson, Rigler & Buschjost as City Counselor for the City of Rolla, Missouri and to obtain the legal advice, counseling and services of Attorneys.

B. Law Offices of Williams, Robinson, Rigler & Buschjost desire to perform the services of City Counselor for the City of Rolla, Missouri.

C. The City Council desires to clearly establish the scope of services to be provided by Attorneys.

**AGREEMENT**

**Section 1: General**

A. The City hereby appoints Attorneys as City Counselor of the City of Rolla, Missouri to perform the functions and duties of City Counselor as specified in Section 2-182 of the Rolla City Code attached hereto and made a part hereof as if more fully set forth herein. This appointment shall be effective January 1, 2022 for a period of time ending December 31, 2024

B. Attorneys agree to maintain office space within the City of Rolla at which they shall be available at least three (3) hours per week on a regular schedule to provide assistance to City Staff and/or the Mayor. The Attorneys agree to respond in writing within fourteen (14) days to any request for information submitted to said Attorneys.

C. For the purpose of making legal services more readily available to the City, any attorney licensed in the State of Missouri, who is a member or employee of Attorneys, with the consent of City, may appear for or on behalf of the City or otherwise fulfill the functions and duties of City Counselor as specified in Section 2-182 of the Rolla City Code.

City Counselor Personal Services Contract

**Section 2: Consideration**

A. The City agrees to pay said Attorneys for their services (including administrative overhead) on a monthly basis the rate of \$2,600.

- B. When engaged in City Counselor activities, which necessitate traveling outside of Phelps County, Missouri, or when engaged in the prosecution or defense of litigation on behalf of the City of Rolla or legal consultation services in excess of three hours per week, Attorneys shall be paid \$150.00 per hour for attorney time and \$75.00 per hour for legal assistant time billed in minimum increments of one-tenth of an hour, plus mileage at the highest rate allowed by the Internal Revenue Service and necessary expenses.

**Section 3: Termination of Contract**

The contract period shall commence on January 1, 2022 and continue through December 31, 2024. The City or Attorneys may terminate this contract by giving thirty (30) days notice in writing of such desire to terminate the agreement. This agreement may be extended for two (2) additional one-year terms after expiration of the initial term with the mutual consent of both parties.

**Section 4: Independent Relationship**

Nothing herein contained shall be meant to construe that Attorneys are employees of the City and Attorneys shall, at all times, be considered by the City to be independent contractors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by duly signing this agreement in duplicate on the respective dates indicated below.

CITY OF ROLLA  
A MUNICIPAL CORPORATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor, Louis J Magdits IV

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk, Lorri Thurman

ATTORNEYS  
Williams, Robinson, Rigler & Buschjost

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lance B. Thurman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Carolyn G. Buschjost



## REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES

The City of Rolla, Missouri is seeking proposals for the position of City Counselor. Qualified candidates must be an attorney or firm licensed to practice law in the State of Missouri and in good standing with the Missouri Bar Association. The position, established by contract, is anticipated to run through December, 2024, at a minimum. Duties include:

### Basic Services:

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

### Additional Legal Services:

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

Sealed proposals should include a statement of qualifications, a summary of municipal law experience, and a monthly retainer for "Basic Services" and an hourly rate for "Additional Legal Services." Proposals should be submitted to the Rolla City Clerk's Office by **11 a.m., Wednesday, October 20, 2021** at City Hall, 901 N. Elm St., P.O. Box 979, Rolla, MO 65402-0979. Upon award, a final contract will be submitted to the City Council for approval. The City reserves the right to reject any and/or all proposals.

LAW OFFICES OF  
**WILLIAMS, ROBINSON, RIGLER & BUSCHJOST**

A PROFESSIONAL CORPORATION

JOHN Z. WILLIAMS  
(1941-2009)  
J. KENT ROBINSON\*  
(OF COUNSEL)

JOSEPH W. RIGLER  
CAROLYN G. BUSCHJOST\*  
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EMILY WOODWARD GUFFEY

\* ALSO LICENSED IN ILLINOIS

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TOLL FREE  
(866) 466-5018

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(573) 341-2266

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October 11, 2021

City of Rolla  
ATTN: Rolla City Clerk  
901 Elm Street  
Rolla, MO 65401

Re: Response to Request for Legal Services

Greetings:

This letter is in response to the City's request for legal services for the position of City Counselor. Our law firm respectfully requests it be considered for the position.

I. For Basic Services consisting of:

- (1) attending council meetings on the 1st and 3rd Monday of each month and special meetings as required;
- (2) preparing and/or reviewing all ordinances, resolutions, and contracts of the City; and providing legal advice to the Mayor, Council and Administrative Staff up to three (3) hours per week;

we propose a general retainer of \$2,600.00 per month, plus out-of pocket expenses.

II. For Additional Legal Services consisting of:

- (1) representing and defending the City in relevant courts of record;
- (2) providing legal services in excess of three (3) hours per week;

we propose fees of \$150.00 per hour for attorney time and 75.00 per hour for legal assistant time billed in minimum increments of one-tenth of an hour, plus out-of-pocket expenses.

"Out-of-pocket expenses" shall include mileage reimbursement (at IRS rate then in effect), meals, and lodging (for required out-of-town travel only), long distance telephone expenses, copy expenses, deposition expenses, court filing fees, transcript fees, witness fees, and trial exhibit expenses.

The following shall serve as an introduction to our firm and its qualifications:

WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C., is a professional corporation serving the south-central Missouri area and is one of rural Missouri's largest, full-service law firms. We have a proud tradition of commitment to clients and community alike. Although our lawyers enjoy diverse practices, several members of the firm have considerable experience in government and municipal law.


Our firm is rated "AV" by our peers as having both "the highest level of legal ability" and a "very high adherence to professional standards of conduct, ethics, reliability, and diligence." We are one of only a few law firms in our area to be included in the *Martindale-Hubbell Bar Register of Preeminent Lawyers*, which lists "today's most highly regarded law firms."

III.C.6

We have represented numerous governmental and quasi-governmental entities over the past thirty years, including: the cities of Cuba (15+ years), Richland (1996-present), Doolittle (2008-present), Edgar Springs (2005-2019); St. Robert (2005-2006); Dixon (1980-2005), assistant counsel for the State Tax Commission (2001-2002), Waynesville (city prosecutor 2006-2008); representation of various other local government and special district entities on *ad hoc* and "as needed" basis, including various rural fire protection and ambulance districts, school boards and other entities, Phelps County Commission, Rolla Municipal Utilities, Pulaski County Sewer District #1, Rolla Community Development Corporation, and Phelps County Emergency Services Board.

We trust the foregoing is responsive to your request look forward to your favorable reply.

Very truly yours,  
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By:   
Joseph W. Rigler, #30960  
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By:   
Carolyn G. Buschjost, #42766  
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By:   
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By:   
Emily Woodward-Guffey, #51248  
EGUFFEY@TEAMLEX.COM

opened  
10-20-21  
11:02 am

III.C.7





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Discussion/Direction

**SUBJECT:** Conditional Use Permit (CUP) to allow a Wireless Communications Facility not permitted by Section 42-400 or 42-401

**MEETING DATE: November 15, 2021**

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**Application and Notice:**

Applicant - Russel Been or Collective Solutions, LLC  
Owner - Barry Dunnigan of B Dunnigan Tours, 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 applicant seeks to construct a wireless communications tower. The tower is proposed to be 95 feet tall, plus 5 foot lightning rod, monopole design, and have a fenced area for ground equipment. The Wireless Communications Facilities Code was adopted in 2019. The new code provides allowances for “small-cell” technology and disguised facilities. Any other type of wireless communications not excepted requires a Conditional Use Permit, including the more traditional towers such as is proposed.

The City Council voted to continue the public hearing for this request at their September 20 meeting to allow for the Planning and Zoning Commission to conclude their review. The City Council opened the public hearing at the October 18, 2021 meeting and concluded the public hearing at the November 1, 2021 meeting. The City Council was asked to consider the criteria for approval and testimony and evidence received to provide guidance to staff on preparation of the findings of fact to support the approval or denial.

**Property Details:**

Current zoning - C-3, Highway Commercial  
Proposed use - Wireless Communications Tower  
Land area - Lease area: About 9,800 sq. ft. of 1.7 acre lot

**Public Facilities/Improvements:**

- Streets - The subject property has frontage on Old St. James Rd, a major arterial road.
- Sidewalks - A sidewalk is located adjacent to the property along Old St. James Rd.
- Utilities - The property is already served by all needed utilities.

**Comprehensive Plan:** The Comprehensive Plan indicates that the subject property is appropriate for Industrial uses.

**Discussion:** The proposed tower would be located in a predominantly industrial area. The equipment area is proposed to be fenced and screened. Due to the height, the tower would be visible from a distance. The proposed location is about 350 feet from the nearest residence and from the Truman Elementary School property.

The following standards for review (paraphrased) apply to Conditional Use Permits. The Council should find that the standards are met, or could be met with the imposition of conditions of approval.

1. Complies with all applicable provisions of the district regulations.
2. No significant impact to traffic and safety.
3. Consistent with neighborhood in scale, intensity, and impact.
4. Adequate utility, drainage, etc. infrastructure proposed/existing.
5. Negative impacts are mitigated.

The CUP does appear to meet the minimum standards for a Conditional Use Permit application, however, the Wireless Communications Facilities Code also does require that the following standards be met:

1. That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division.
2. That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values.
3. That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located.
4. That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

The Wireless Communications Facilities Code also states that “No Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.”

The Wireless Communications Facilities Code also does specifically require a paved access and requires that any tower meet a “fall zone” setback from all property lines, rights-of-way, streets, sidewalks, buildings, and parking areas. The applicant is requesting an exception from these requirements for this application due to the site specific circumstances.

The “fall zone” for this tower would include buildings and property on adjacent properties to the south and the sidewalk and right-of-way of Old Saint James Rd. The tower is proposed about 64 feet from the nearest building; about 25 feet from the closest property line; and about 87 feet from the Old Saint James Rd right-of-way. No residential structures are located in the “fall zone”. However, all towers are required to be designed and constructed to meet the minimum requirements of the International Building Code. The IBC will require that the tower be designed to withstand a 106 mph wind, as are all commercial buildings and structures within the city.

The “fall zone” setback may be reduced by granting an exception, however, the City Council also has the option of requiring that the setback be reviewed by the Board of Adjustment. Board of Adjustment review may be the most appropriate way to approve the setback reduction.

The general requirements in the Wireless Communications Facilities regulations also reference tower height. The code states that towers may exceed the zoning district regulations (64 feet in the C-3, Highway Commercial district) “only where shown to be necessary, provided that no reasonable and feasible alternative exists.”

State statutes also require that the municipality act on an application within 120 days of the application date, unless an extension is mutually agreed to by the applicant and city. The CUP was submitted on August 10, 2021 – 120 days would be December 8, 2021. Staff is in discussions with the applicant regarding an extension.

**Planning and Zoning Commission Recommendation:**

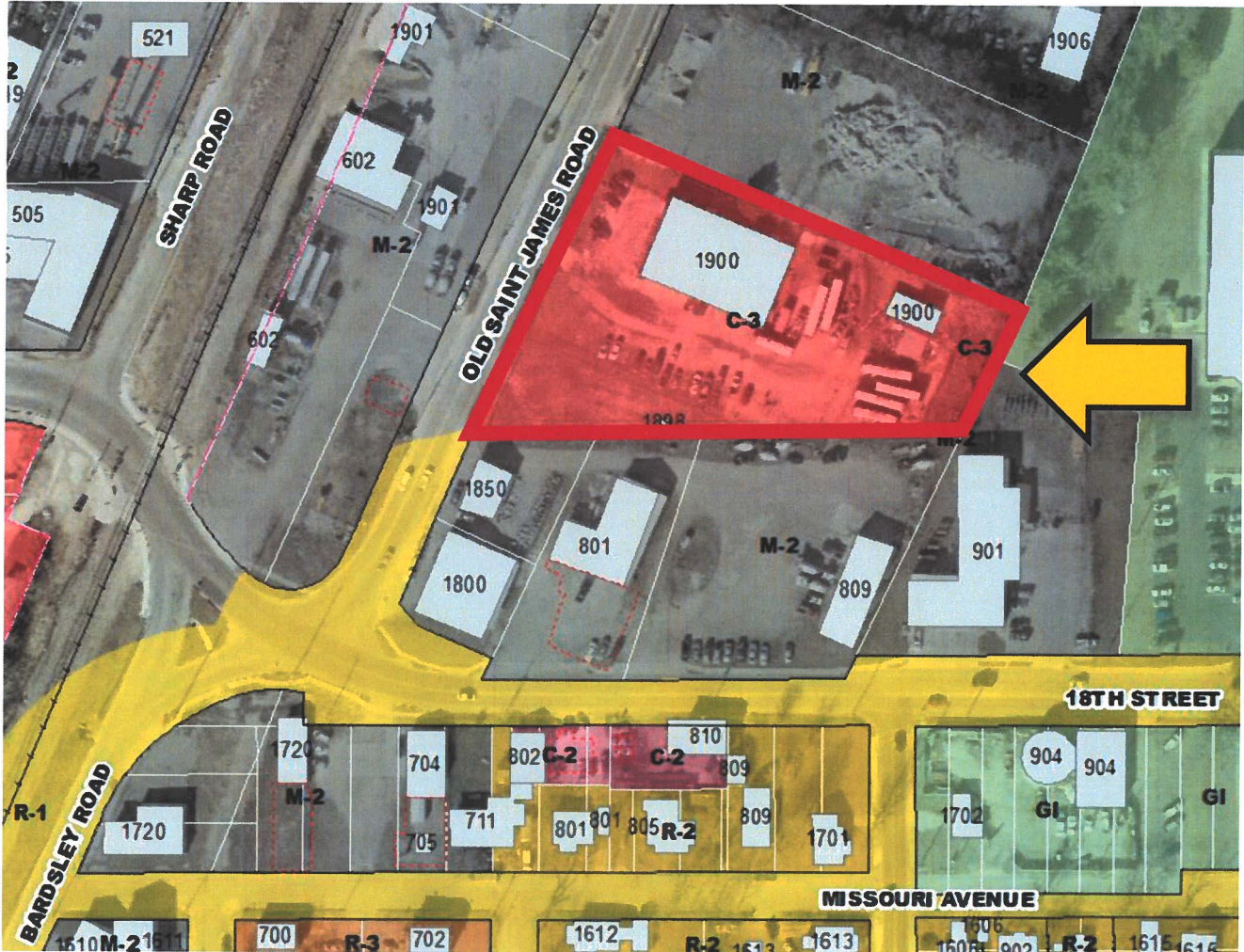
The Rolla Planning and Zoning Commission conducted a public hearing on September 14, 2021 and voted to continue the deliberations to their October 12, 2021 meeting. At the October 12 meeting the Planning and Zoning Commission voted 4-0 to recommend approval of the request with the following conditions:

1. The Conditional Use Permit is granted only to allow the proposed tower and fenced area.
2. The gravel access area is permitted, however, the driveway must be paved within the right-of-way to prevent gravel from leaving the property. (NOTE: The applicant stated that they are now willing to pave the driveway. This condition is recommended to be removed)
3. The reduction in the tower setbacks are permitted, however, the tower must be designed and constructed to meet the minimum building codes.
4. A copy of all required FAA and FCC permits be submitted for the file.
5. Security fencing and systems must be maintained for the duration of the use.

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

**Attachments:** Public Notice Letter; Letter of Request; Site Plan; Location Map; Excepts from Wireless Communications Facilities regulations





Project Information:	Public Hearings:	For More Information Contact:
<p>Case No: CUP 21-02                      Location: 1900 Old Saint James Rd                      Applicant: Russell Been of Collective Solutions, LLC</p> <p>Request:                      CUP to allow a telecommunications tower in the C-3, Highway Commercial district</p>	<p>Planning and Zoning Commission  <b>September 14, 2021</b>                      5:30 PM                      City Hall: 1<sup>st</sup> Floor</p> <p>City Council  <b>September 20, 2021</b>                      6:30 PM                      City Hall: 1<sup>st</sup> Floor</p>	<p><b>Tom Cools, City Planner</b>  <a href="mailto:tcools@rollacity.org">tcools@rollacity.org</a></p> <p>(573) 426-6974                      901 North Elm Street                      City Hall: 2<sup>nd</sup> Floor                      8:00 – 5:00 P.M.                      Monday - Friday</p>

III.0.5



**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 Conditional Use Permit (CUP)?**

A Conditional Use Permit is a request for a special use in a zoning district which requires additional review. The Planning and Zoning Commission may recommend conditions which the applicant must continue to meet for as long they own the property.

**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**

SITUATED IN THE COUNTY OF PHELPS, STATE OF MISSOURI:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE MAIN TRACK OF THE ST. LOUIS & SAN FRANCISCO RAILROAD WITH THE EAST AND WEST CENTERLINE OF SECTION ONE (1), IN TOWNSHIP THIRTY-SEVEN (37) NORTH, OF RANGE EIGHT (8) WEST, THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF TRACK, A DISTANCE OF 332 FEET, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 162 FEET, THENCE DUE EAST A DISTANCE OF 33 FEET AND 4 INCHES FOR A POINT OF BEGINNING, THENCE NORTHEASTERLY PARALLEL TO CENTER LINE OF MAIN TRACK, A DISTANCE OF 466 FEET AND 8 INCHES; THENCE SOUTHWESTERLY PARALLEL TO AFORESAID CENTER LINE MAIN TRACK A DISTANCE OF 700 FEET, THENCE DUE WEST A DISTANCE OF 466 FEET AND 8 INCHES TO THE POINT OF BEGINNING, EXCEPT A STRIP 35 FEET WIDE OFF SOUTH SIDE OF SAID TRACK. EXCEPTING ALL THAT PART CONVEYED TO THE CITY OF ROLLA, MISSOURI VIA WARRANTY DEED DATED DECEMBER 15, 1955, FILED JANUARY 6TH, 1956 IN BOOK 144 AT PAGE 26 OF THE PHELPS COUNTY DEED RECORDS. ALSO EXCEPTING ALL THAT PART CONVEYED TO CHARLES A. BLINNE AND MARY BLINNE, HIS WIFE, VIA WARRANTY DEED DATED SEPTEMBER 14TH, 1955, FILED JULY 24, 1956 IN BOOK 144 AT PAGE 485 OF THE PHELPS COUNTY DEED RECORDS, ALSO EXCEPTING ALL THAT PART CONVEYED TO C. A. BLINNE AND MARY BLINNE, HIS WIFE, VIA WARRANTY DEED DATED DECEMBER 20TH, 1960, FILED MAY 4TH, 1961 IN BOOK 158 AT PAGES 440,441 OF THE PHELPS COUNTY DEED RECORDS.

ALSO EXCEPTING ALL THAT PART CONVEYED TO MARY L. BLINNE, VIA QUIT CLAIM DEED DATED DECEMBER 15, 1980, FILED JUNE 30, 1981, IN BOOK 311, PAGE 41, OF THE PHELPS COUNTY RECORDS.

ALSO EXCEPTING THAT PROPERTY CONVEYED IN THE DEEDS RECORDED IN BOOK 207, PAGE 273, AND BOOK 182, PAGE 428, OF THE PHELPS COUNTY RECORDS.

TAX ID: 71-09-1.0-01-002-001-015.000

BEING THE SAME PROPERTY CONVEYED TO B DUNNIGAN TOURS LLC, GRANTEE, FROM MARY H. OGLE, A SINGLE PERSON, GRANTOR, BY DEED RECORDED 12/31/2018, AS DOCUMENT NO. 2018-5993, OF THE PHELPS COUNTY RECORDS.



**City Council of City of Rolla, Missouri**

**Findings of Fact and Conclusions**

Request: Conditional Use Permit for new 95' Monopole Towers Installation with antenna

Applicant: Russel Been/Collective Solutions, LLC

Owners: Barry Dunnigan of B Dunnigan Tours, LLC

Location: 1900 Old Saint James Road

**Findings of Fact**

The City of Rolla has heard testimony, under oath, as prescribed by City Code, and provided a full opportunity for Collective Solutions, LLC c/o AT&T (The "Applicant") and the public to present facts and argument, and has fully considered the issues of fact and law presented to it, and based thereon adopts the following Findings of Fact and Conclusions of Law herein:

1. The Applicant filed an application on August 10, 2021, with the application fee received on November 2, 2021, requesting a Conditional Use Permit ("CUP") to construct a telecommunications tower and associated ground facilities located at 1900 Old Saint James Road and is zoned as C-3 Highway (Heavy) Commercial District, generally surrounded by industrial zoning (M-2 Heavy Manufacturing) within the City of Rolla to provide wireless communication services. The City's Comprehensive Plan considers the future use of that area as "industrial." The Application specifically sought approval for a 95' monopole structure with exposed crow's nest antennas and a 5 foot lightning rod, with attendant equipment (hereafter referred to as "Tower"). Exhibit \_\_\_\_, August 20, 2021 Application File.
2. Pursuant to Section 42-400 to 42-401 of the Code of Ordinances of the City of Rolla, Missouri (the "Code"), on September 14, 2021 the Rolla Planning and Zoning Commission conducted a public hearing and voted to continue deliberations to October 12, 2021. On October 12, 2021, the Planning and Zoning Commission voted 4-0 to recommend approval of the Application to the City Council with the following conditions:
  - a) The Conditional Use Permit is granted only to allow the proposed tower and fenced area.
  - b) The gravel access area is permitted, however, the driveway must be paved within the right-of-way to prevent gravel from leaving the property.
  - c) The reduction in the tower setbacks are permitted, however, the tower must be designed and constructed to meet the minimum building codes.
  - d) A copy of all required FAA and FCC permits must be submitted for the file
  - e) Security fencing and systems must be maintained for the duration of the use.

3. The City provided notice of a public hearing before the City Council on this matter more than satisfying all requirements of the City Code and applicable law, including notice by publication at least 15 days prior to the meeting, notice by posting at City Hall and other direct notice to the Applicant and other potentially interested parties.

4. Per the City Code, regarding CUPs for telecommunications installations, Section 42-402.1(2) provides that: "Evidence shall be under oath and may be submitted with the application or thereafter or presented during the public hearing by the applicant or others." Therefore, the City Council has only relied on sworn testimony or otherwise sworn documentation in making these Findings of Fact and Conclusions of Law.

5. As the public comment offered before Planning and Zoning Commission was not sworn, the City Council cannot, and is not, relying on the information presented before the Planning and Zoning Commission in making these Findings of Fact and Conclusions of Law, including as to whether Applicant has met the requirements for approval of a CUP under Division 16 of Chapter 42 of the City Code, entitled "Wireless Communications Facilities Code."

6. At the public hearing on October 18, and continued on November 1, 2021, the Applicant provided sworn testimony regarding the requested Tower, process for choosing the proposed location, appearance of the tower, being a 95 foot monopole with Antenna steel structure with exposed antennas, description of the premises to be leased and proposed access to the Tower, and a description of anticipated safety expectations.

7. The public offered comments under oath as to the appropriateness of the Tower in the proposed location, whether the request to make exceptions for the setback was a safety issue, whether there would be a lapse in service if not approved and in favor of approval in presumption that service in area would be faster and improved.

#### **Conclusions of Law**

8. Certain federal and state laws limit the ability of the City to evaluate certain evidence if presented in reviewing an Application. Specifically, Section 67.5094 RSMo., which provides that a City shall not "evaluate an application based on the availability of other potential locations for the placement of wireless support structures or wireless facilities", or "require an applicant to submit information about, or evaluate an applicant's business decisions with respect to its designed service, customer demand for service, or quality of its service to or from a particular area or site; or "establish or enforce regulations or procedures for RF signal strength or the adequacy of service quality", among other prohibitions.

9. Therefore, City Council did not "evaluate" the Applicant based on any testimony or evidence in the record regarding the business decisions of the Applicant, the availability of other locations for this Tower, the public's comments regarding radio frequency emissions, or other prohibited considerations of Section 67.5094 RSMo., in making these Findings of Fact and Conclusions of Law.

10. However, the City's lack of comment or evaluation of the above items listed in 8 and 9 including, specifically, the need for the Tower, service to be provided by the Tower, or other alternate locations for the Tower to be presented by the public and the Applicant, is not and shall not be deemed an admission of the City on any of these considerations, but rather only compliance with applicable law.

11. The City Council, after (1) considering all the evidence and sworn testimony presented upon which the City Council can appropriately evaluate, (2) evaluating the credibility of each person presenting such evidence or sworn testimony, (3) determining the relative weight to be given to the evidence or sworn testimony, and (4) drawing reasonable inferences from such evidence and sworn testimony, concludes as follows:

12. As a minimum requirement, the City Code only authorizes approval of a CUP if the Applicant is unable to proceed under the use allowed by Administrative Approval or Permitted Use pursuant to City Code Section 42-400 and 42-401.

13. The Applicant is not proposing a Tower that meets the definitions and requirements for a permitted use under City Code Sections 42-400 because the Tower is not utilizing an existing building or support structure but is a wholly new, free-standing monopole with exposed antennas.

14. The City Code authorized administrative approval for a disguised support structure and fast track small wireless facilities in Section 42-401.

15. City Code Section 42-397.8 defines a Fast-track' small wireless facility" as:

Fast-Track Small Wireless Facility or Fast-Track: A Small Wireless Facility that meets the following requirements for an Antenna and associated equipment:

- a. No more than seven cubic feet in volume (comprised of no more than 27 square feet of exterior surface area, excluding the surface width equal to the width of the Existing Structure or Utility Pole to which it is mounted, on an imaginary enclosure around the perimeter thereof, excluding cable or cable conduit of four inches or less). Volume shall be the measure of the exterior displacement of the Antenna and associated equipment;
- b. Located with the consent of the owner on an Existing Structure or Utility Pole, or concealed within or on a replacement Utility Pole if appearance is not materially altered and the replacement Existing Structure or Utility Pole is no more than five feet taller;
- c. Not exceeding six feet above the top of an Existing Structure or Utility Pole for a total height not exceeding 50 feet nor taller than more than six feet above the average of similar poles within 300 feet.

16. The Applicant is not proposing, and the Application does not meet the definition and requirements of a "Fast-track' small wireless facility" as defined under City Code Section 42-397.8. The build plans present by the Applicant in the Application indicated that the equipment sizes are much larger than the definitional requirements, and the structure of the Tower is much higher than the limited height permitted under at "Fast-track' small wireless facility."

17. City Code Section 42-397. 7 defines a "disguised support structure" as:

Disguised Support Structure: Any freestanding, artificial structure designed for the support of Antenna, the presence of which is camouflaged or concealed as an appropriately placed and designed architectural or natural feature. Depending on the location and type of disguise used, such concealment may require placement underground of the utilities leading to the structure. Such structures may include but are not limited to clock towers, campaniles, observation towers, light standards, flagpoles, and artificial trees. For purposes of this definition, a structure "camouflaged or concealed as an appropriately-placed and designed architectural or natural feature" shall mean:

- (a) It is consistent with and contributes to and does not detract from the character and property values and use of the area and neighborhood in which it is located;
- (b) It does not contain distorted proportions, size, or other features not typically found on the type of structure or feature to which it is designed to replicate;
- (c) It cannot be identified as a Support Structure by persons with reasonable sensibilities and knowledge;
- (d) Its equipment, accessory buildings, or other aspects or attachments relating to the Disguised Support Structure are wholly concealed using a manner consistent with and typically associated with the architectural or natural structure or feature being replicated; and
- (e) It is of a height, design, and type that would ordinarily occur at the location and neighborhood selected.

18. The Tower does not meet the definition and requirements of a "disguised support structure" under City Code Section 42-397.7 because it is not "camouflaged or concealed as an appropriately placed and designed architectural or natural feature," as the sworn testimony of the Applicant demonstrated that the Tower itself was not designed in any attempt to camouflage the Tower as anything other than a monopole tower. Further sworn testimony from the Applicant indicated there was no consideration for a disguised design for this site and the Tower would not be understood to be anything other than a Tower to a person with reasonable sensibilities.

19. Therefore, the Applicant's Application to construct the Tower **does/ does not** meet the minimum requirements for approval of a CUP because the Applicant **did/did not** provide **any/ substantial** evidence demonstrating that constructing the Tower as a "disguised support structure" to blend with the character of the neighborhood is not "technologically or economically feasible" and, in fact, the evidence in the record indicates that the Applicant did

not even consider making the Tower a “disguised support structure” as required by City Code Section 42-397.7.

20. In presenting any application for a Conditional Use Permit as required by City Code Section 42-234.2, the burden of proof shall rest with the applicant to clearly establish that the proposed conditional use shall meet the following standards:

- (a) The proposed conditional use complies with all applicable provisions of the applicable District regulations.
- (b) The applicant has demonstrated through the provision of a traffic impact study or other acceptable method that the proposed conditional use at the specified location will not adversely affect the safety of the motoring public and pedestrians using the facility and surrounding area from traffic congestion or other hazards.
- (c) The location and size of the conditional use, the nature and intensity of operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning District regulations or the policies of the Rolla Comprehensive Plan. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  - 1. The location, nature and height of buildings, structures, walls, and fences on the site,
  - 2. The nature and extent of proposed landscaping and screening on the site,
  - 3. The noise characteristics of the use compared to the typical use in the District and any reduction solutions;
  - 4. The potential glare of vehicles and stationary lights on site and any measures employed to mitigate their impact;
  - 5. Sign location, type, size, and lighting, and
  - 6. The impact on or potential interference with any easements, roadways, driveways, rail lines, utilities and storm water management systems. Off-street parking and loading areas will be provided in accordance with the standards set forth in this Article.
- (d) Adequate utility, drainage, and other such necessary facilities have been or will be provided.

- (e) The proposed uses where such developments and uses are deemed consistent with good planning practice; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; and are deemed essential, convenient, or desirable to preserve and promote the public health, safety, and general welfare of the City of Rolla.

The Applicant gave no sworn testimony regarding the CUP requirements as required by City Code Section 42-234.2, although Exhibit A, submitted by Applicant addresses the points required with summation that (a) the proposed conditional use does comply (b) due to limited visits required to the site, the Tower will not affect traffic or pedestrian traffic, (c) the Tower will not dominate the area versus the industrial uses already in the area; the site will have proof slats added to the fencing; the Tower will create almost no noise and less than existing surrounding uses; the site is unmanned and unlit unless emergency; and site will have no impact on easements, roadways, etc.; (d) utilities, drainage and other facilities is accounted for in design; (e) that the addition of coverage and capacity to existing wireless service is good like adding infrastructure, which is good planning, allows for enhance 911 capacity and other safety measures, enhances response time, and triangulation location, which promotes the health and safety of Rolla citizens. Applicant has met/failed to carry its burden to clearly establish as required by City Code Section 42-234.2, the City Council to find the required conditions exist to grant a CUP.

21. Additionally for CUP approval of a telecommunications tower, no Conditional Use Permit shall be approved by the City Council unless an Applicant also presents evidence for the City Council to make findings in the affirmative that the following conditions exist find pursuant to Section 42-402.4 (a – d).

- (a) That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;
- (b) That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;
- (c) That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located; and
- (d) That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

22. A CUP is/is not appropriately granted for this Application because the Applicant has met/failed to carry its burden as to each factor necessary under City Code Section 42-402.1(4) for the City Council to find the required conditions exist to grant a CUP. The City Council finds as to each specific condition set forth in City Code Section 42-402.1(4) as follows:



- (a) ***That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division.*** The only evidence offered regarding whether the Application design or ground layout reduces visual degradation was in Applicant's Exhibit A, stating "the proposed site is adjoined on three sides by Heavy Industrial and on the 4<sup>th</sup> by a service garage for Missouri S&T. This use is very much compatible with the commercial and industrial area in which it is proposed." (Exhibit A, Page 5). Further, in sworn testimony, the Applicant discussed the recommendations and conditions of the Planning and Zoning Commission and offered that the Applicant was further prepared to pave the driveway, not only the right-of-way with the driveway of gravel as was previously recommended by the Planning and Zoning Commission. The Applicant **has/has not** carried its burden regarding whether the design, including the ground layout, maximally reduces the visual degradation and otherwise complies with provisions and intent of this Division.
- (b) ***That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values.*** The Applicant submitted Exhibit A, which states "The design is very consistent with the surrounding uses. Efforts were made to conceal the ground equipment from view by slatting the fence." (Exhibit A, page 5). Exhibit A further states that in a commercial/industrial area such as being proposed, increased coverage, and capacity of a wireless facility is considered necessary infrastructure. Exhibit A continues that by allowing the Tower, coverage and capacity are increased, making the property more desirable and therefore, not only not adversely affecting property values, but increasing the values of those surrounding properties. (Exhibit A, page 5). Applicant did not testify as to visual compatibility with the area, but emphasized that the area was industrial, therefore making it an appropriate spot for a monopole cell tower. There was no testimony indicating any attempt to conceal or otherwise build a tower that blended in with the environment, nor any mention of effect on property values. The plans submitted that the Tower itself would have a crow's nest design, in violation of the City's Code Section 42-399(8)(3) and Exhibit A, page 11. The Applicant **has/has not** carried its burden regarding whether the design submitted to the City was designed to maximally conceal the Tower itself, or to otherwise blend in with the built environment. As such, the City Council concludes that the Tower **is/is not visually** compatible with the area, **does/does not** distract from the view of the surrounding area, is/is not maximally concealed or blended in with the built environment, and it is **not likely to/could** adversely affect surrounding property values.
- (c) ***That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located.*** The Applicant did not testify as to visual compatibility with the area, but emphasized that the area was industrial, therefore making it an appropriate spot for a monopole cell tower. Applicant stated the location was a dream location because it is not something sitting on top of a subdivision. Applicant stated that it is an industrial area across the street from a concrete plant, to the north is equipment storage, to the south Missouri S&T has a garage, there is another part of the concrete plant and the there is the monument manufacturer. The Applicant

has/has not carried its burden regarding whether the conditional use applied for is/is not inconsistent or/nor adversely affects the regular permitted uses in the district where Tower would be located.

(d) ***That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.***

(1) At the onset, the Tower violates the City Code Section 42-399.8(3), which prohibits exposed antennas on crow's nest designs and requires the antennas to be "disguised and maximally concealed on or within" the Tower. The Applicant's proposed design places the burden on the Applicant to demonstrate that the City's General Requirements are not feasible or unreasonable under the specific circumstances. Review of the sworn testimony and the record before the City Council indicates that not only did the Applicant not demonstrate that the General Requirements were not feasible or unreasonable, the Applicant's sworn testimony and Exhibit A materials indicated it did not consider disguising the structure based on the location proposed being in an industrial area. There was no evidence offered why the exposed crow's nest could not be otherwise disguised or replaced with different technology.

(2) The General Requirements in the City Code Section 42-399.8(4) states that Support Structures and Antenna shall not exceed the height limitation of any airport overlay zone as may be adopted by the City or other regulatory agency. Support Structures and Utility Poles may exceed the underlying zoning district height restrictions for buildings and structures only where shown to be necessary, provided that no reasonable and feasible alternative exists. The underlying zoning district height restriction for building and structures is determined to be 64 feet by City Code Section 42-192.3 for C-3 Zoned locations. The sworn testimony and accompanying packet in Exhibit A (which is not sworn testimony) only state why they request the height of 95 feet as it what is in existence at the present at another location and that current technology requires the antennas at the top of the pole instead of the ground for best cell coverage. Applicant offered evidence that the average height of the other existing towers in Rolla is 179 feet. Applicant did acknowledge that said Towers may have been installed prior to enactment of present City Code. On November 1, 2021, the sworn testimony of Applicant expounded that the search for a location was a targeted 400 foot area that had to be in the north each part of town due to existing services or towers elsewhere and to avoid interference with existing towers. There was no evidence offered whether any alternative options exist or do not exist and whether feasible or not.

(3) The General Requirements in the City Code Section 42-399.8(7) state that all Support Structures, including any portions of any Wireless Communications Facilities thereon and associated structures, fences and walls (except for parking associated with the Wireless Communications Facility) shall be separated from any rights-of-way, sidewalk or street, alley, parking area, playground, or other building, and from the property line of any adjacent property at least a horizontal distance equal to the

height of the Support Structure, including any portions of the any Wireless Communications Facilities thereon. The sworn testimony of Applicant was that the setback requirements could not be met at the proposed location, but that it was a perfect location and that to require a setback equal to the size of the Support Structure and Antenna (95 feet) was unreasonable. Applicant stated that to meet the required setback would put the Tower in the center of the landowners parking lot either blocking flow of traffic or impeding business. Applicant offered that if required to meet the setback on the proposed location, that the monopole no longer becomes an accessory structure, but becomes the primary structure that would decrease the value of the property and decrease the usability of the property. It was presented by Tom Coats, City Planner with little contrary evidence offered, that if placed where proposed, the Tower would be approximately 64 feet from the nearest building, about 25 feet from the closest property line and about 87 feet from the Old St. James Road right-of-way. As proposed, the location of the Tower would not meet the required setback for at least three of the seven points of contact identified in the City Code requiring such setback. Unlike City Code Section 42-399.8(4) that indicates when the height restriction could be exceeded when no reasonable or feasible alternative exists, the setback requirement has no exception other than the CUP requirement and burden identified in the City Code Section 42-402.1(3) that states no Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communication Facilities pursuant to Sections 42-400 or 42-401 is not technologically or economically feasible, and the City may consider current or emerging industry standards and practices, among other information, in determining feasibility. Applicant further testified that the fall zone (as would be determined at 95-100 feet, with the required setback per City Code) was unreasonable because "we're not at risk for a tower collapse." On November 1, 2021, Applicant stated the tower would be located 93.4 feet from the right of way, which is less than 2 feet as required, but the Applicant offered they could adjust placement to meet the setback required for the right-of-way. Applicant offered that when the Joplin tornado went through their City, the old towers that were built in the 80s and 90s crumbled on top of each other. However, every monopole that was there were the only things standing and that is what the emergency responders were using to communicate with others to handle the situation. Applicant also offered Exhibit C, which was a series of pictures he testified were an example of a tower built in 2011 in Bridgeton, Missouri, that withstood an E4 tornado and suggested the building codes and towers built now would be more advanced technology and expected to be able to withstand stronger winds. On November 1, 2021, Applicant went further to state that there is no property within their search (which he indicated was expanded in attempt to comply with General Requirements as much as possible and keep it in industrial zoning) that could meet the coverage objective and the set-back requirement, which could be considered a prohibition of wireless services. Further he stated that he believes that denying the Application for failing to meet the setbacks, with the number of towers inside Rolla that also fail to meet the setbacks, even

though put up prior to the ordinance now in place, could be seen as discrimination against the Applicant.

If the Applicant's request for exceptions to the General Requirements would be approved, can the Application be compliant with building and safety codes? **Yes or No.**

If Yes, then the Applicant **has met/has failed to meet** its burden that the proposal fully complies with applicable law including the General Requirements herein; and the Applicant **demonstrated/failed to demonstrate** that compliance with the General Requirements is not feasible or is unreasonable under the specific circumstances shown.

**Insert Conclusion based on votes for each point required for issuance of CUP, whether the Council adopts Findings as approved/revised by Council after discussion/vote and confirm instructions for drafting of Resolution or Ordinance depending on votes.**

Respectfully Submitted,

Carolyn Buschjost

Lance Thurman

City Counselors

## EXCERPTS FROM WIRELESS COMMUNICATIONS FACILITIES CODE

### Sec. 42-396. Purpose.

Statement of Purpose. The general purpose of this Division 22 ("Division") is to regulate the placement, construction, and modification of telecommunications Wireless Communications Facilities to protect the health, safety, and welfare of the public, while at the same time not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in the City of Rolla. Specifically, this Division is intended to:

Provide for the appropriate location and development of telecommunications facilities and systems to serve the citizens and businesses of the City of Rolla;

Minimize adverse visual impacts of Wireless Communications Facilities through careful design, siting, landscape screening, and innovative camouflaging techniques that provide predictability for nearby property owners and others that future uses will not materially alter such approved aesthetic protections without zoning hearing procedures and input from interested parties;

Ensure that any new Wireless Communications Facilities are compatible with the neighborhood or surrounding community to the extent possible; and

Ensure that regulation of Wireless Communications Facilities does not have the effect of prohibiting the provision of personal wireless services, does not unreasonably discriminate among functionally equivalent providers of such service and promotes the provision and availability of communication services within the City, and is no more burdensome than regulations applied to other types of infrastructure deployments.

Applicability; preemption. Notwithstanding any ordinance to the contrary, the procedures set forth in this Division shall be applicable to all Wireless Communications Facilities existing or installed, built, or modified after the effective date of this Division to the fullest extent permitted by law. No provision of this Division shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of this Division is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.

### Sec. 42-397. Definitions.

As used in this Division, the following terms shall have the meanings and usages indicated:

Accessory Use: Any use authorized herein that exists in addition to the principal use of the property.

Antenna: Any device that transmits and/or receives wireless radio waves for voice, data, or video communications purposes including, but not limited to, television, AM/FM radio, texts, microwave, cellular telephone, and similar forms of communications. The term shall exclude satellite earth station antenna less than two meters in diameter (mounted within 12 feet of the ground or building-mounted) and any receive-only home television antenna.

Disguised Support Structure: Any freestanding, artificial structure designed for the support of Antenna, the presence of which is camouflaged or concealed as an appropriately placed and designed architectural or natural feature. Depending on the location and type of disguise used, such concealment may require placement underground of the utilities leading to the structure. Such structures may include but are not limited to clock towers, campaniles, observation towers, light standards, flagpoles, and artificial trees. For purposes of this

definition, a structure "camouflaged or concealed as an appropriately-placed and designed architectural or natural feature" shall mean:

It is consistent with and contributes to and does not detract from the character and property values and use of the area and neighborhood in which it is located;

It does not contain distorted proportions, size, or other features not typically found on the type of structure or feature to which it is designed to replicate;

It cannot be identified as a Support Structure by persons with reasonable sensibilities and knowledge;

Its equipment, accessory buildings, or other aspects or attachments relating to the Disguised Support Structure are wholly concealed using a manner consistent with and typically associated with the architectural or natural structure or feature being replicated; and

It is of a height, design, and type that would ordinarily occur at the location and neighborhood selected.

**Fast-Track Small Wireless Facility or Fast-Track:** A Small Wireless Facility that meets the following requirements for an Antenna and associated equipment:

No more than seven cubic feet in volume (comprised of no more than 27 square feet of exterior surface area, excluding the surface width equal to the width of the Existing Structure or Utility Pole to which it is mounted, on an imaginary enclosure around the perimeter thereof, excluding cable or cable conduit of four inches or less). Volume shall be the measure of the exterior displacement of the Antenna and associated equipment;

Located with the consent of the owner on an Existing Structure or Utility Pole, or concealed within or on a replacement Utility Pole if appearance is not materially altered and the replacement Existing Structure or Utility Pole is no more than five feet taller;

Not exceeding six feet above the top of an Existing Structure or Utility Pole for a total height not exceeding 50 feet nor taller than more than six feet above the average of similar poles within 300 feet.

**Height:** The vertical distance measured from the center location of measurement at ground level to its highest point and including the main structure and all attachments thereto.

**Small Wireless Facility:** Antennas and associated equipment that meet the following:

Each Antenna could fit within an enclosure of no more than six cubic feet in volume; and

All other associated equipment, to the extent permitted by applicable law to be calculated, of cumulatively no more than 28 cubic feet in volume; provided that no single piece of equipment on the Authority Pole shall exceed nine cubic feet in volume, and no single piece of ground mounted equipment shall exceed 15 cubic feet in volume.

**Support Structure:** A Tower or Disguised Support Structure.

**Tower:** A structure designed for the support of one or more Antenna and including guyed towers, self-supporting (lattice) towers, or monopoles, but not Disguised Support Structures, Utility Poles, or buildings. The term shall also not include any Support Structure that includes attachments of 50 feet or less in height owned and operated solely for use by an amateur radio operator licensed by the FCC.

**Wireless Communications Facility:** Any Antenna, Small Wireless Facility, Fast Track, Cabinet, Shelter, and Support Structure and associated equipment.

**Sec. 42-398. Application Procedures; Timing.**

Applications. Applications for permitted, administrative, or conditional uses pursuant to this Division shall be subject to the supplementary procedures in this Division. Applications shall be submitted to the City as a complete application on forms provided by the City. A "complete application" shall be an application submitted on the forms provided by the City, fully executed by the applicant, identifying the specific approval sought, and containing all attachments, fees as may be established to reimburse the City for its inspection and review costs, and information as required thereon or by the City, consistent with this Division. Applications shall be accompanied by a building permit application and other applicable forms.

Proof of Owner Consent. Applications for permitted, administrative, or conditional uses pursuant to this Division shall be required to provide proof of owner consent, which shall minimally include:

Written consent to pursue the application by all fee simple owners of the underlying real estate (or where located in street rights-of-way, the rights-of-way owner thereof), including when the proposed location is also in a utility easement; and

Written consent to pursue the application of the owner of the structure on which such Facility is to be placed, if different than applicant.

Timing. Applications shall be decided upon within a reasonable time, subject further to state or federal specific additional time requirements as may apply to the particular application.

Opportunity to Cure. In case of a denial, the applicant may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee. The City shall approve or deny the revised application within 30 days of resubmission and limit its review to the deficiencies cited in the original denial.

**Sec. 42-399. General Requirements.**

Applicability. The requirements set forth in this Division shall be applicable to all Wireless Communications Facilities within the City installed, built, or modified after the effective date of this Division to the full extent permitted by law. Such zoning review and approvals required in this Division shall be in addition to any other generally applicable permitting requirement, including applicable building, excavation, rights-of-way, or other permits or approvals.

Principal or accessory use. Towers may be either a principal or accessory use in all non-residential zoning districts, subject to any applicable requirement relating to yard or setback. An accessory use subject to a leasehold interest of a person other than the lot owner may be approved for a Tower only if the leasehold area separately meets all requirements for a separate subdivided lot, including dedicated access, parking, setbacks, and lot size, applicable to a principal use in the district in which the use is proposed as if it was a separate subdivided lot. No other district shall allow Towers unless required by law. All other Wireless Communications Facilities and Utility Poles other than Towers, may be a principal or accessory use in all districts subject to the requirements herein.

Building codes, safety standards, and zoning compliance. Wireless Communications Facilities shall be constructed and maintained in compliance with all standards contained in applicable state and local building codes. A certified engineer's structural report shall be required for all applications to construct a new or modify, or any way alter, a Support Structure, a Utility Pole, or Antenna, including Small Wireless Facility and Fast Track, unless waived upon application to the Director stating why such report is unnecessary to the specific application and a determination in the discretion of the Director approving such statement. In addition to any other approvals required by this Division, no Wireless Communication Facility or portion thereof, except for a

II-0.19

modification under 47 U.S.C. § 1455(a), shall be erected, replaced, or expanded prior to receipt of a Certificate of Zoning Compliance, unless otherwise required by law, and the issuance of a Building Permit. For sites within City rights-of-way, (1) the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning map, (2) Wireless Communications Facilities shall be installed and maintained as not to obstruct or hinder the usual travel or public safety on the rights-of-way or obstruct the legal use of such rights-of-way by authorities or authorized rights-of-way users; and (3) such use shall be required to obtain applicable permits and comply with the City's ROW management rules and regulations set forth in Article III of Chapter 36.

**Regulatory compliance.** All Wireless Communications Facilities shall meet or exceed current standards and regulations of the FAA, FCC, and any other local, state, or federal agency with the authority to regulate Wireless Communications Facilities, and including all required licenses, permits, and taxes applicable to such structure and/or modification. Should such standards or regulations be amended, then the owner shall bring such devices and structures into compliance with the revised standards or regulations within the time period mandated by the controlling agency. No approval for any placement, construction, or modification of any Wireless Communications Facilities permitted by this Division shall be granted for any applicant having an uncured violation of this Division, any zoning regulation regarding the lot on which the structure is proposed, or any other governmental regulatory, licensing, or tax requirement applicable to such Wireless Communications Facilities within the City unless preempted by applicable law. Modifications under 47 U.S.C. § 1455(a) shall be approved without regard to zoning regulations regarding the lot on which the modification is proposed.

**Security.** All Wireless Communications Facilities shall be protected from unauthorized access by appropriate security measures. A description of proposed security measures shall be provided as part of any application to install, build, alter, or modify Wireless Communications Facilities. Additional measures may be required as a condition of the issuance of a Building Permit as deemed necessary by the Director or by the City Council in the case of a Conditional Use Permit.

**Lighting.** Antenna, Small Wireless Facilities, Fast Track, and Support Structures shall not be lighted unless required by the FAA or other state or federal agency with authority to regulate, in which case a description of the required lighting scheme will be made a part of the application to install, build, alter, or modify the Antenna, Small Wireless Facilities, Fast Track, or Support Structure. Lighting may also be approved as a consistent component of a Disguised Support Structure. Equipment Cabinets and Shelters may have lighting only as approved by the Director or City Council on the approved site plan.

**Advertising.** Except for a Disguised Support Structure in the form of an otherwise lawfully permitted sign, the placement of advertising on Wireless Communications Facilities is prohibited other than on-premises signage of not greater than one square foot on ground equipment or required safety signage.

**Design.**

**Color.** Subject to the requirements of the FAA or any applicable state or federal agency, Wireless Communications Facilities and attachments shall be painted a neutral color consistent with the natural or built environment of the site or an alternative painting scheme approved by the Director, or the City Council in the case of Conditional Use Permits, consistent with the requirements of this Division.

**Ground equipment.** When authorized, equipment Shelters, or Cabinets shall have an exterior finish reasonably compatible with the natural or built environment of the site and shall also comply with any design guidelines as may be applicable to the particular zoning district in which the facility is located unless not feasible. All ground equipment shall be either placed underground, contained in a single Shelter or Cabinet, or concealed within a building or approved walled compound.



Height. Support Structures and Antenna shall not exceed the height limitation of any airport overlay zone as may be adopted by the City or other regulatory agency. Support Structures and Utility Poles may exceed underlying zoning district height restrictions for buildings and structures only where shown to be necessary, provided that no reasonable and feasible alternative exists. To the extent permitted by applicable law, district height restrictions shall be considered by the City in determining the appropriateness of the design and location of the application under the applicable standards for approval. No Support Structure shall be approved at a height exceeding 120 feet AGL unless the applicant clearly demonstrates that such height is required for the proper function of the applicant's system.

Monopole design. All Towers shall be of a monopole design. Lattice, guyed Towers, or other non-monopole Tower designs shall not be permitted.

Compound walls/landscaping. All Towers shall be surrounded by a minimum of a six-foot high decorative wall constructed of brick, stone, or comparable masonry materials and a landscape strip of not less than ten feet in width and planted with materials, which will provide a visual barrier to a minimum height of six feet. The landscape strip shall be exterior to any security wall. In lieu of the required wall and landscape strip, an alternative means of screening may be approved by the Director, or by the City Council in the case of a Conditional Use Permit, upon demonstration by the applicant that an equivalent degree of visual screening will be achieved. Landscaping or other improvements may be required for Disguised Support Structures if needed to implement an approved disguise.

Setbacks. All Support Structures, including any portions of any Wireless Communications Facilities thereon and associated structures, fences, and walls (except for parking associated with the Wireless Communications Facility) shall be separated from any rights-of-way, sidewalk or street, alley, parking area, playground, or other building, and from the property line of any adjacent property at least a horizontal distance equal to the height of the Support Structure, including any portions of any Wireless Communications Facilities thereon.

Storage. Vehicle or outdoor storage on any Wireless Communications Facilities site is prohibited, unless otherwise permitted by the zoning district.

Parking. One hard-surfaced parking spot per Support Structure for periodic maintenance and service shall be provided.

#### **Sec. 42-400. Permitted Use.**

Permitted use. The placement of Wireless Communications Facilities fully conforming with the applicable General Requirements in this Division are permitted in all zoning districts ...

#### **Sec. 42-402. Conditional Use Permit.**

Conditional Use Permit Required. All proposals to construct or modify a Wireless Communications Facilities not permitted by Section 42-400 or Section 42-401 or not fully complying with the General Requirements of this Division and except for modifications under 47 U.S.C. § 1455(a) which must be approved, shall be permitted only upon the approval of a Conditional Use Permit authorized consistent with Division 16 of Chapter 42 following a duly advertised public hearing, subject to the following additional requirements, procedures, and limitations:

Applications. Applications for Conditional Use Permits shall be filed on such forms required by the Director and processed subject to the requirements of and in the manner established by applicable law, herein, and for Conditional Use Permits in the Zoning Code and, in addition to such other requirements, shall be accompanied by a deposit of \$1,500.00, to the extent permitted by applicable law to the specific Wireless Communications Facility. Any amount not used by the City shall be refunded to the applicant upon written request after a final

decision. Applications requesting any information that is prohibited by federal or state law under the applicable circumstance shall be deemed inapplicable to the subject application.

Decision and findings required. A decision shall be contemporaneously accompanied by substantial evidence supporting the decision, which shall be made a part of the written record of the meeting at which a final decision on the application is rendered. Evidence shall be under oath and may be submitted with the application or thereafter or presented during the public hearing by the applicant or others.

Additional minimum requirements. No Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.

Findings required. In addition to the determinations or limitations specified herein and by the applicable provisions of Division 16 of Chapter 42 of this Zoning Code for the consideration of Conditional Use Permits, no Conditional Use Permit shall be approved by the City Council unless findings in the affirmative are made that the following conditions exist:

That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;

That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;

That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located; and

That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

#### **Sec. 42-406. Appeals.**

The procedures of the Board of Adjustment, pursuant to Division 21 of Chapter 42 shall govern appeals by any aggrieved person of a final action of any City Officer, employee, board, commission, or the City Council that are claimed by an aggrieved person to be unlawful or an unconstitutional taking of property without compensation. To the fullest extent permitted by law, the review procedures of Board of Adjustment, pursuant to Division 21 of Chapter 42 shall be exhausted before any action may be filed in any court against the City or its officers, employees, boards, officials or commissions. Nothing herein shall be deemed to unlawfully limit any remedy that is required to be available as a matter of law.



PI TOWER ID: PIMO632  
 NEW FA SITE #: 15456793  
 AT&T SITE NAME: ROLLA  
 SITE ADDRESS: 1900 OLD ST JAMES RD  
 ROLLA, MO  
 JURISDICTION: PHELPS COUNTY  
 SITE TYPE: 95' MONOPOLE



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PLANS PREPARED FOR:  
**Parallel**  
 15105 JOHN J. DELANEY DRIVE  
 SUITE D-3  
 CHARLOTTE, NC 28277

**T-SQUARED  
 SITE SERVICES**  
 2500 HIGHLAND ROAD, SUITE 201  
 HERMITAGE, PA 16148  
 724.308.7855  
 www.t-sqrld.com

CONSULT: T-SQUARED SITE SERVICES, LLC  
 FOUNDATION: COARSE & SOLO

THIS DOCUMENT IS THE PROPERTY OF T-SQUARED SITE SERVICES, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THE DRAWING. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE EXPRESS WRITTEN PERMISSION OF T-SQUARED SITE SERVICES, LLC.

ISSUED FOR REVIEW	DATE	BY	REV
REVISED ZDS	6/14/21	IE	1
REVISED ZDS	10/06/21	SW	2

PROJECT INFO  
 SITE NAME:  
 ROLLA  
 PI #: PIMO632  
 FA #: 15456793  
 1900 OLD ST JAMES RD  
 ROLLA, MO  
 PROPOSED  
 95' MONOPOLE TOWER  
 37.958550° -91.762672°

SHEET NUMBER:	T-1	REV:	0
			46299

**LOCATION MAP**

**DIRECTIONS:**

**APPLICABLE CODES / REFERENCE DOCUMENTS**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE MOST RECENT EDITIONS OF THE FOLLOWING CODES, UNLESS OTHERWISE SPECIFIED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2015 INTERNATIONAL BUILDING CODE
- 2017 NATIONAL ELECTRIC CODE
- 2015 INTERNATIONAL FIRE CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- 2015 INTERNATIONAL RESIDENTIAL CODE

**DRAWING INDEX**

SHEET	TITLE DESCRIPTION
T-1	TITLE SHEET
	SURVEY PLAN (BY OTHERS)
ZD-1	SITE PLAN
ZD-2	ENLARGED SITE PLAN
ZD-3	ELEVATION

**PLEASE CONSTRUCTION DRAWINGS**

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11X17. CONTRACTOR SHALL VERIFY ALL PLANS, SPECIFICATIONS AND NOTES FOR ACCURACY AND CORRECTNESS. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**PROJECT DESCRIPTION**

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

- INSTALL 95' MONOPOLE TOWER
- INSTALL CHAIN LINK FENCING
- INSTALL (1) UTILITY H-FRAME
- INSTALL ACCESS ROAD

THE PARTIES ABOVE HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THE MAY IMPOSE.

**SITE INFORMATION**

PI TOWER ID: PIMO632  
 AT&T SITE NAME: ROLLA  
 SITE ADDRESS: 1900 OLD ST JAMES RD  
 ROLLA, MO  
 COUNTY: PHELPS  
 E-911 ADDRESS: 1898 OLD ST. JAMES RD, ROLLA, MO 65401  
 AREA OF CONSTRUCTION: ROLLA  
 LATITUDE: 37.958550°  
 LONGITUDE: -91.762672°  
 LAT/LONG TYPE: NAD83  
 JURISDICTION: PHELPS COUNTY  
 OCCUPANCY CLASSIFICATION: U  
 TYPE OF CONSTRUCTION: 11B  
 A D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION  
 LAND OWNER: BARRY DUNNIGAN  
 1900 OLD ST. JAMES ROAD  
 ROLLA, MO 65401  
 TOWER OWNER: PARALLEL INFRASTRUCTURE  
 15105 JOHN J. DELANEY DRIVE  
 SUITE D-3  
 CHARLOTTE, NC 28277  
 ELECTRICAL SERVICE PROVIDER: ROLLA ELECTRIC  
 572-384-1572  
 TELCO PROVIDER: CENTURYLINK

**PROJECT TEAM**

PROJECT MANAGERS:  
 T-SQUARED SITE SERVICES, LLC  
 2500 HIGHLAND ROAD, SUITE 201  
 HERMITAGE, PA 16148  
 (724) 308-7855  
 CONTACT: MARK THOMPSON  
 724-308-7855

A&E FIRM:  
 T-SQUARED SITE SERVICES, LLC  
 2500 HIGHLAND ROAD, SUITE 201  
 HERMITAGE, PA 16148  
 (724) 308-7855

III.0.23

PLANS PREPARED FOR:

# Parallel

15105 JOHN J. DE ANFY DRIVE  
CHARLOTTE, NC 28227

PLANS PREPARED BY:



**T-SQUARED  
SITE SERVICES**  
2500 HIGHLAND ROAD, SUITE 201  
HERMITAGE, PA 16148  
724.308.7855  
www.t-sqrld.com

COMPONENT: 2021 LICENSED ENGINEER, LLC  
ENGINEERING LICENSE # 35263

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REVISIONS	DESCRIPTION	DATE	BY	CHK
ISSUED FOR REVIEW		8.12.21	HE	0
REVISED ZDS		9.16.21	HE	1
REVISED ZDS		10.05.21	LW	2

PROJECT NAME:

**SITE NAME:**  
ROLLA

**PI #:** PIMO632  
**FA #:** 15456793

1900 OLD ST JAMES RD  
ROLLA, MO

**PROPOSED**  
95' MONOPOLE TOWER

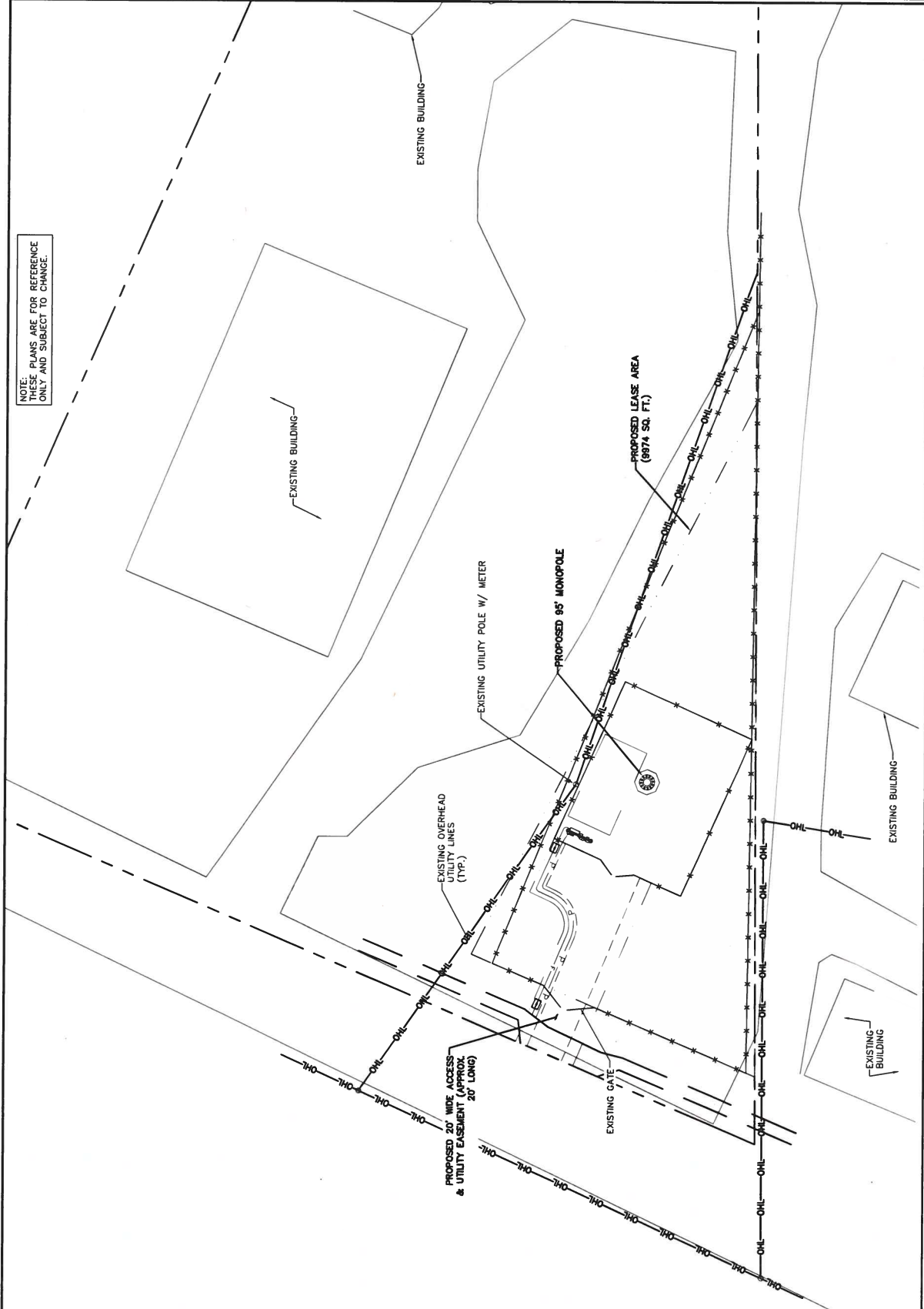
37.958550° -91.762672°

SHEET NUMBER: 0

## ZD-1

46299

NOTE:  
THESE PLANS ARE FOR REFERENCE  
ONLY AND SUBJECT TO CHANGE.



1"=30'

PLAN VIEW

III.0.24

PLANS PREPARED FOR:  
**Parallel**  
 15105 JOHN J. DELANEY DRIVE  
 CHARLOTTE, NC 28277

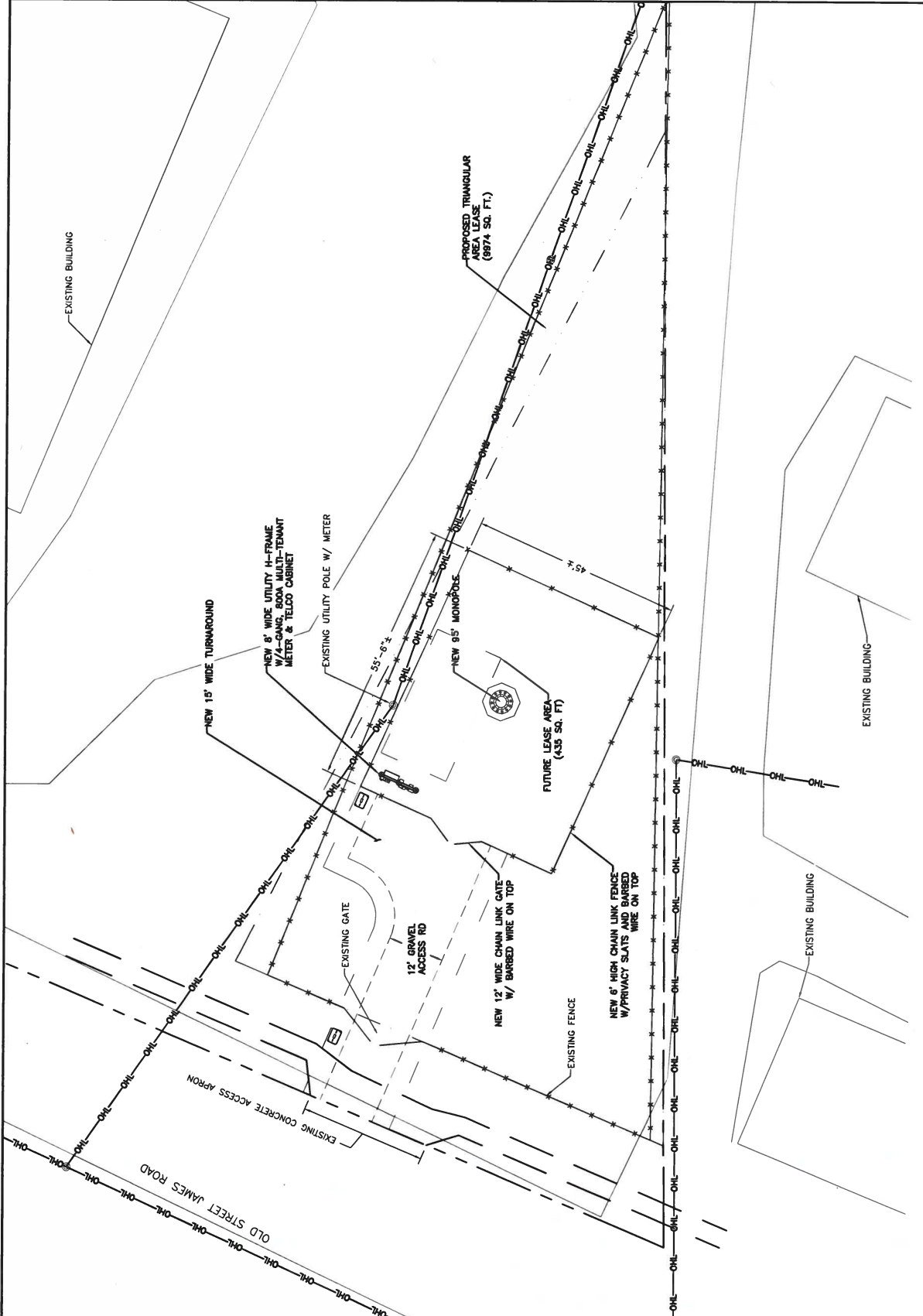
DESIGNED BY:  
**T-SQUARED SITE SERVICES**  
 2500 HIGHLAND ROAD, SUITE 201  
 HERMITAGE, PA 16148  
 724.308.7855  
 www.t-sqrtd.com

CONTRACT NO.: 2017-00000001-00000001  
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REVISIONS	DESCRIPTION	DATE	BY	CHK
ISSUED FOR REVIEW		8.12.21	FE	0
REVISED 2DS		9.16.21	FE	1
REVISED 2DS		10.05.21	SW	2

PROJECT INFO:  
 SITE NAME:  
 ROLLA  
 PI #: PIMO632  
 FA #: 15456793  
 1900 OLD ST JAMES RD  
 ROLLA, MO  
 PROPOSED  
 95' MONOPOLE TOWER  
 37.958550° -91.762672°

SHEET NUMBER: REV. 0  
**ZD-2**  
 46299



1" = 20'-0"  
 ENLARGED SITE PLAN  
 A

III.025

PLANS PREPARED FOR:

# Parallel

15105 JOHN J. DELANEY DRIVE  
CHARLOTTE, NC 28277

PLANS PREPARED BY:

**T-SQUARED**  
**SITE SERVICES**  
2500 HIGHLAND ROAD SUITE 201  
HERMITAGE, PA 15446  
724.338.7855  
www.t-sqrtd.com

COMPANY OF: **ISE ENGINEER SERVICES LLC**

ENGINEERING LICENSE # 524...

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REVISION	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		8.12.21	J.E.	0
REVISED ZDS		9.16.21	J.E.	1
REVISED ZDS		10.06.21	LW	2

PROJECT INFO:

**SITE NAME:**  
ROLLA

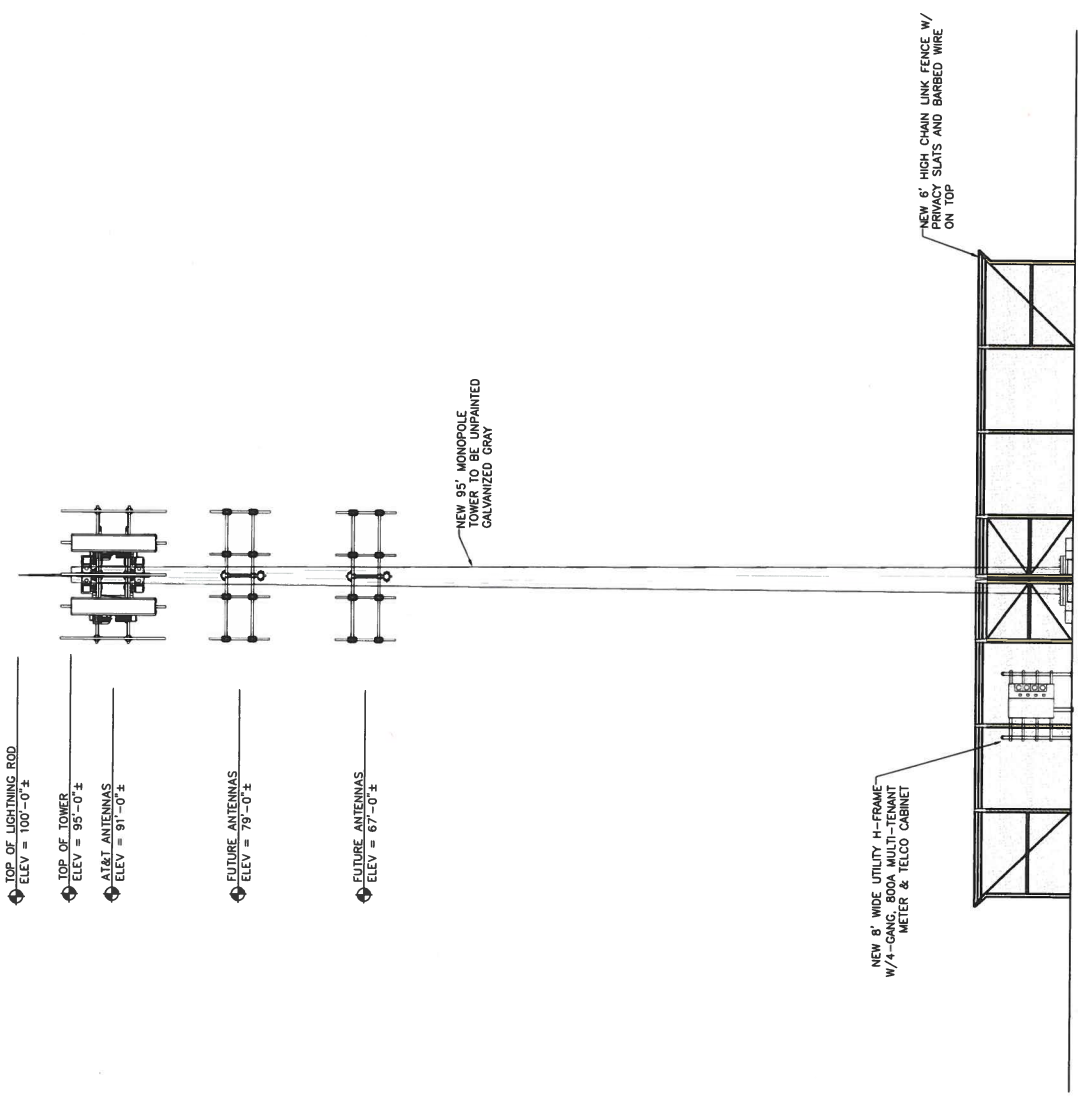
**PI # :** PIMO632  
**FA # :** 15456793

1900 OLD ST JAMES RD  
ROLLA, MO

**PROPOSED**  
**95' MONOPOLE TOWER**

37.958550° -91.762672°

# SHEET NUMBER:	0
REV.	46299



ELEVATION

N.T.S.

A

III. D.26



# memo

## Collective Solutions, LLC

To: Tom Coots  
From: Russell S. Been, Collective Solutions, LLC, agent for Parallel Infrastructure  
CC: City of Rolla Missouri Planning and Zoning Commission  
Date: 9/10/2021 UPDATED 10/6/2021  
Re: Conditional Use Permit Application 1900 Old St. James Road, Rolla, MO for a 95' tall monopole style wireless telecommunication facility.

---

AT&T, in order to improve service and capacity in the Rolla, Missouri area, has contracted with Parallel Infrastructure to construct a 95' tall monopole style wireless communications facility. This facility will include a lighting rod and associated fencing and ground equipment. At the suggestion of the City of Rolla planning department, privacy slats have been added to the fencing.

Applicant would request that in lieu of requiring engineering drawings prior to zoning approval that the board would make such requirements a condition of approval prior to approval of the building permit. Towers will always be designed to meet at least the minimum building code, if not exceed the minimum code.

Strict application of the setbacks would severely interfere with the operation of the existing business. A strict application of the setbacks would put the proposed tower in the center of the driveway of the auto repair business operating on the property. The separated fenced area on the southern property line of the commercially zoned property is the logical place to locate the tower on this property.

In order to construct a new wireless communications facility, even within heavy commercial or manufacturing districts, a Conditional Use Permit is required. In order to be approved, Section 42.234.2 requires the following burden of proof:

1. Does the proposed conditional use comply with all applicable provisions of the applicable District regulations.  
A: Yes, the proposed conditional use does comply.
2. The applicant has demonstrated through the provision of a traffic impact study or other acceptable method that the proposed conditional use at the specified location will not adversely affect the safety of the motoring public and pedestrians using the facility and surrounding area from traffic congestion or other hazards.  
A: Due to the limited visits required to the site, this tower will not affect traffic or pedestrian traffic.

III.0.27

3. The location and size of the conditional use, the nature and intensity of operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning District regulations or the policies of the Rolla Comprehensive Plan. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  - a. The location, nature and height of buildings, structures, walls, and fences on the site.  
**A:** The tower will not dominate the area versus the industrial and commercial uses already in use in the area.
  - b. The nature and extent of proposed landscaping and screening on the site.  
**A:** The site will have site proof slats added to the fencing.
  - c. The noise characteristics of the use compared to the typical use in the District and any reduction solutions.  
**A:** The tower will create almost no noise and definitely less than existing surrounding uses.
  - d. The potential glare of vehicles and stationary lights on site and any measures employed to mitigate their impact.  
**A:** The site is unmanned and will have no regular vehicle traffic. The site will not be lit, beyond a small work light that will be utilized only when an emergency outage requires a technician to visit during evening hours.
  - e. Sign location, type, size, and lighting.  
**A:** The site will only have a very small site identification sign on the gate and FAA/FCC required fence signs. As per question d. the only lighting will be a work light utilized during any emergency nighttime visits.
  - f. The impact on or potential interference with any easements, roadways, driveways, rail lines, utilities and storm water management systems. Off-street parking and loading areas will be provided in accordance with the standards set forth in this Article.  
**A:** This site will have no impact on any of the above-mentioned items.
4. Adequate utility, drainage, and other such necessary facilities have been or will be provided.  
**A:** utilities, drainage and other such facilities have been accounted for in the design of this site.
5. The proposed uses where such developments and uses are deemed consistent with good planning practice; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; and are deemed essential, convenient, or desirable to preserve and promote the public health, safety, and general welfare of the City of Rolla.  
**A:** The addition of coverage and capacity to the existing wireless service is like adding infrastructure. Adding infrastructure where needed is always a good planning practice. By adding the coverage and capacity, this allows for such things as Enhanced 911 and other safety measures. Allows for triangulation location and enhances response times for emergency responders, thus, enhancing and promoting the health safety and general welfare of the City of Rolla.

Section 42-402 of the Rolla Zoning Code requires that no Conditional Use Permit be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.

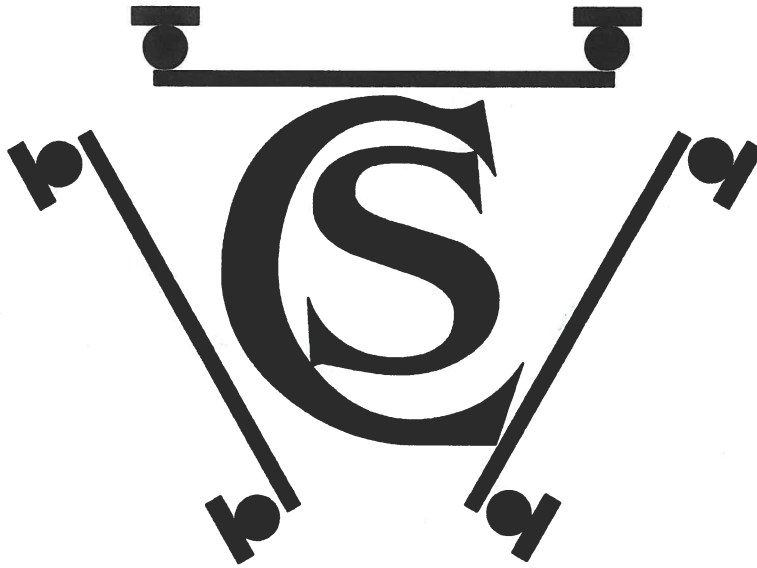
**A:** 42-402.3 the current technology which is being utilized isn't even the most up to date technology and capacity available. As will be explained further at the hearing, since the 1990s when the technology that was taken into consideration when a lot of the facilities in this area were built out, the antenna technology has drastically changed along with the needs placed on wireless facilities. Antennas were 4' to 6' tall, 6" to 8" wide and 1" to 3" deep. The capacity demands were the 1 or 2 people out of 10 that had mobile phones in their cars. Now, the vast majority of



Americans, nearly 97%, own a cell phone, nearly 75% of Americans utilize a smart phone. Compared to the 30% of the population that had cellphones in 1999 when the decade was ending. The capacity and coverage demands on wireless facilities have exponentially increased. The solution to this increased demand was a major redesign of the equipment, antennas and radios, located at the various wireless facilities. The antennas were increased in size and the radios, once located at the base of the towers, were found to be more effective on the top of the tower and now have even been incorporated into the antennas. Where one antenna per sector was suitable, in order to achieve their desired coverage objectives 2, 3 and even 4 antennas are becoming the standard for wireless facilities. In order to achieve their coverage objective in the most technological and economically efficient way possible, a new monopole style facility is required.

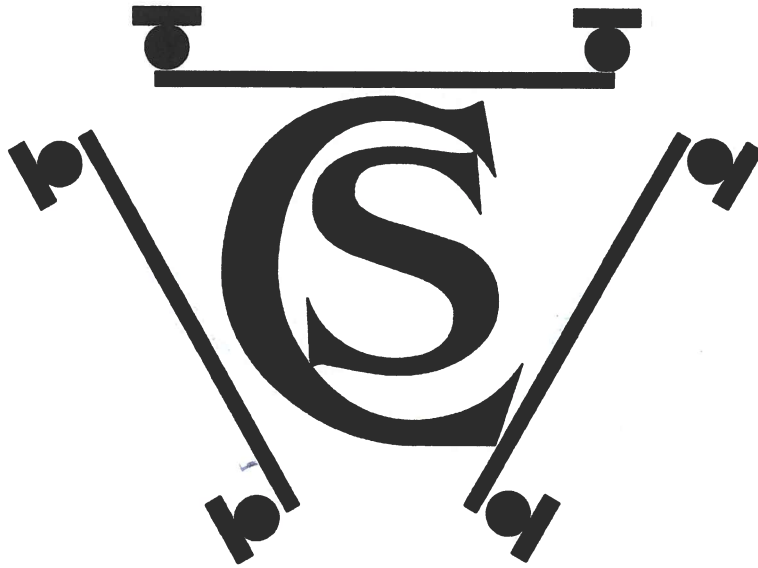
Section 42-402.4 require the following 4 conditions exist:

1. That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;  
  
**A:** The proposed site is adjoined on three sides by Heavy Industrial and on the 4<sup>th</sup> by a service garage for Missouri S&T. This use is very much compatible with the commercial and industrial area in which it is proposed.
2. That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;  
  
**A:** The design is very consistent with the surrounding uses. Efforts were made to conceal the ground equipment from view by slatting the fence. In a commercial/industrial area such as we are proposing, increased coverage and capacity of a wireless facility is considered necessary infrastructure. By allowing the tower, coverage and capacity are increased, making the property more desirable and therefore, not only not adversely affecting property values, but increasing the values of those surrounding properties.
3. That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located  
  
**A:** This conditional use is consistent with and will not adversely affect the regular permitted uses of the district or surrounding districts.
4. That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.  
  
**A:** The proposed use complies with all Federal, State and local laws.



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

**Proposed Lendlease 95' Monopole Style  
Wireless Communication Tower Located  
at  
1900 Old St. James Road, Rolla, MO  
65401**



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

Letter of Request



# memo

## Collective Solutions, LLC

**To:** Tom Coots  
**From:** Russell S. Been, Collective Solutions, LLC, agent for Parallel Infrastructure  
**CC:** City of Rolla Missouri Planning and Zoning Commission  
**Date:** 9/10/2021  
**Re:** Conditional Use Permit Application 1900 Old St. James Road, Rolla, MO for a 95' tall monopole style wireless telecommunication facility.

---

AT&T, in order to improve service and capacity in the Rolla, Missouri area, has contracted with Parallel Infrastructure to construct a 95' tall monopole style wireless communications facility. This facility will include a lighting rod and associated fencing and ground equipment. At the suggestion of the City of Rolla planning department, privacy slats have been added to the fencing.

In order to construct a new wireless communications facility, even within heavy commercial or manufacturing districts, a Conditional Use Permit is required. In order to be approved, Section 42.234.2 requires the following burden of proof:

1. Does the proposed conditional use comply with all applicable provisions of the applicable District regulations.  
**A:** Yes, the proposed conditional use does comply.
2. The applicant has demonstrated through the provision of a traffic impact study or other acceptable method that the proposed conditional use at the specified location will not adversely affect the safety of the motoring public and pedestrians using the facility and surrounding area from traffic congestion or other hazards.  
**A:** Due to the limited visits required to the site, this tower will not affect traffic or pedestrian traffic.
3. The location and size of the conditional use, the nature and intensity of operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning District regulations or the policies of the Rolla Comprehensive Plan. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  - a. The location, nature and height of buildings, structures, walls, and fences on the site.  
**A:** The tower will not dominate the area versus the industrial and commercial uses already in use in the area.

- b. The nature and extent of proposed landscaping and screening on the site.  
A: The site will have site proof slats added to the fencing.
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4. Adequate utility, drainage, and other such necessary facilities have been or will be provided.  
A: utilities, drainage and other such facilities have been accounted for in the design of this site.
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Section 42-402 of the Rolla Zoning Code requires that no Conditional Use Permit be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.

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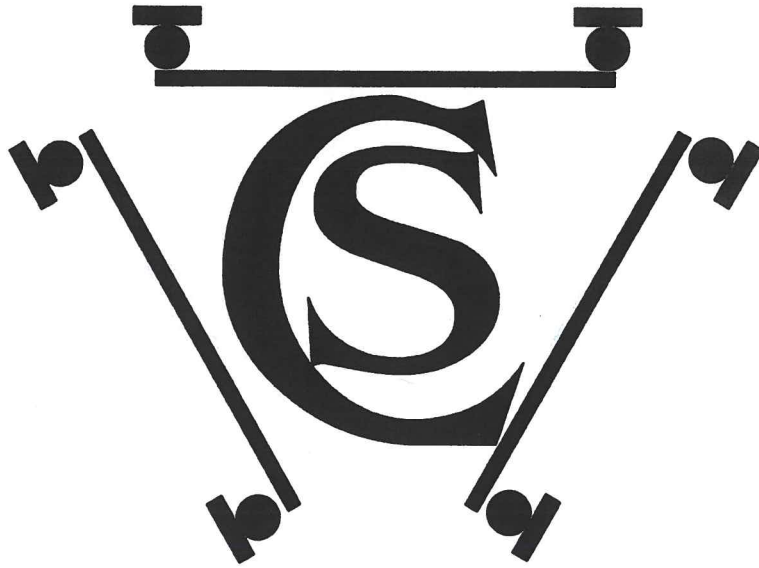
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3. That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located

**A:** This conditional use is consistent with and will not adversely affect the regular permitted uses of the district or surrounding districts.

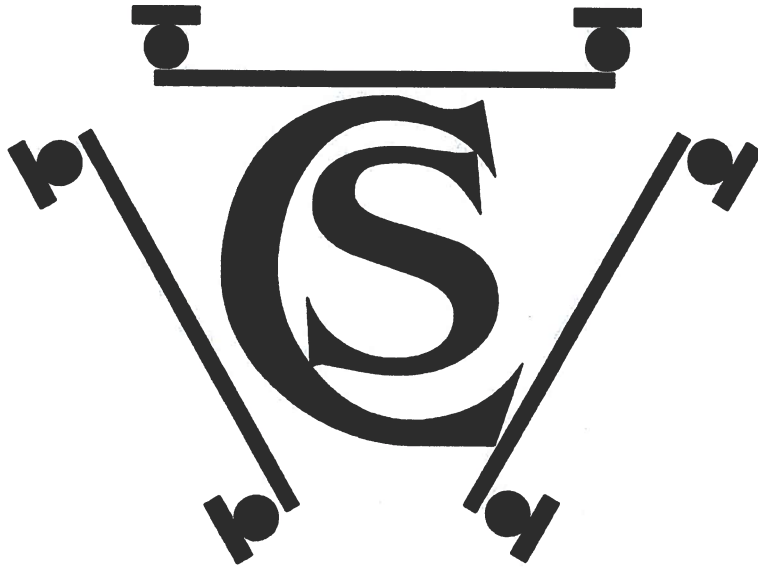
4. That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

**A:** The proposed use complies with all Federal, State and local laws.



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

**SITE PLAN**



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

**AT&T Letter of Support**





September 28, 2021

**City of Rolla, MO Planning and Zoning Division  
Attn: Planning and Zoning Commission  
901 N. Elm Street  
Rolla, MO 65401**

Attn: Mr. Tom Coots,

**RE: Letter of support from AT&T regarding proposed new tower construction by Parallel Infrastructure Towers, LLC at 1900 Old St. James Road, Rolla, MO  
Tower ID: 15456793 / PIM632**

To Whom it may concern,

I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost, economically burdensome site leases that accommodate AT&T's communications equipment. My team selectively relocates AT&T communications equipment onto lower-cost locations, while either improving or maintaining wireless coverage.

AT&T currently leases space on thousands of towers nationwide. Leases typically have a duration of five or ten years, after which we have the option to renew. AT&T maintains a co-location agreement with SBA for the current Tower, in which SBA can and does sharply increase the rent, assesses other one-time costs and poses unacceptable logistical issues whenever AT&T replaces or adds new equipment. If Parallel is permitted to build the required tower, as we request, AT&T intends to relocate onto it. The current SBA Tower in the City of Rolla, MO is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated on the local Parallel Tower. The fees and contractual provisions required to remain installed on the existing SBA tower far exceed the costs of relocating and installing onto the new proposed tower.

By sharply reducing its tower costs, AT&T is better positioned to invest in other new towers for improved coverage, and fund critical initiatives, such as FirstNet, for emergency response, 5G support, and other new technologies – all to the benefit of the community.

AT&T will only consider decommissioning an existing Wireless Facility in favor of moving to an alternate tower in limited circumstances. We bear a significant capital cost whenever we decommission a Wireless Facilities installation. As a result, on behalf of AT&T, we request your support in approving the new tower.

Sincerely,

A handwritten signature in black ink that reads "Nicholas Coduto".

Nicholas Coduto  
Professional – Tech Project MGMT, Network Planning – AT&T Mobility

III. 0. 37

PLANS PROVIDED FOR:

**Parallel**  
P E R T E N E

2500 CASSELL SQUARE BLDG. SUITE 300  
CHARLOTTE, NC 28208

PLANS PROVIDED BY:

**T-SQUARED**  
**SITE SERVICES**

2500 HIGHLAND PARK, SUITE 201  
HELDEN, NC 27548  
714.306.7425  
www.t-squared.com

CONTRACT NO. 15-00000000000000000000  
REVISIONS: LICENSE # 51461

REVISION	DATE	BY	APP
ISSUED FOR REVIEW	12.01.20	JAD	0
REVISED LE	01.02.21	HWY	1

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PROJECT NAME:  
ROLLA

PI # : PIMO632  
FA # : 15456793

1900 OLD ST JAMES RD  
ROLLA, MO

PROPOSED  
95' MONOPOLE TOWER

37.958550° -91.742672°

DRAWING NUMBER: LE-1

SHEET NUMBER: 1

46979



III.A 38

PLANS PROVIDED FOR:

**Parallel**  
ENGINEERING

2320 CARRIAGE DRIVE, SUITE 300  
CHARLOTTE, NC 28208

PLANS PROVIDED BY:

**T-SQUARED SITE SERVICES**  
2500 HIGHLAND ROAD, SUITE 201A  
RICHMOND, VA 23261  
703.356.7433  
www.t-squared.com

APPROVED BY: [Signature]

DATE: 12.21.20

ISSUED FOR REVIEW: 12.21.20 (NO. 0)

REVISED LE: 01.02.21 (PART 1)

PROJECT NAME: ROLLA

PI #: PIMO632

FA #: 15456793

1900 OLD ST JAMES RD  
ROLLA, MO

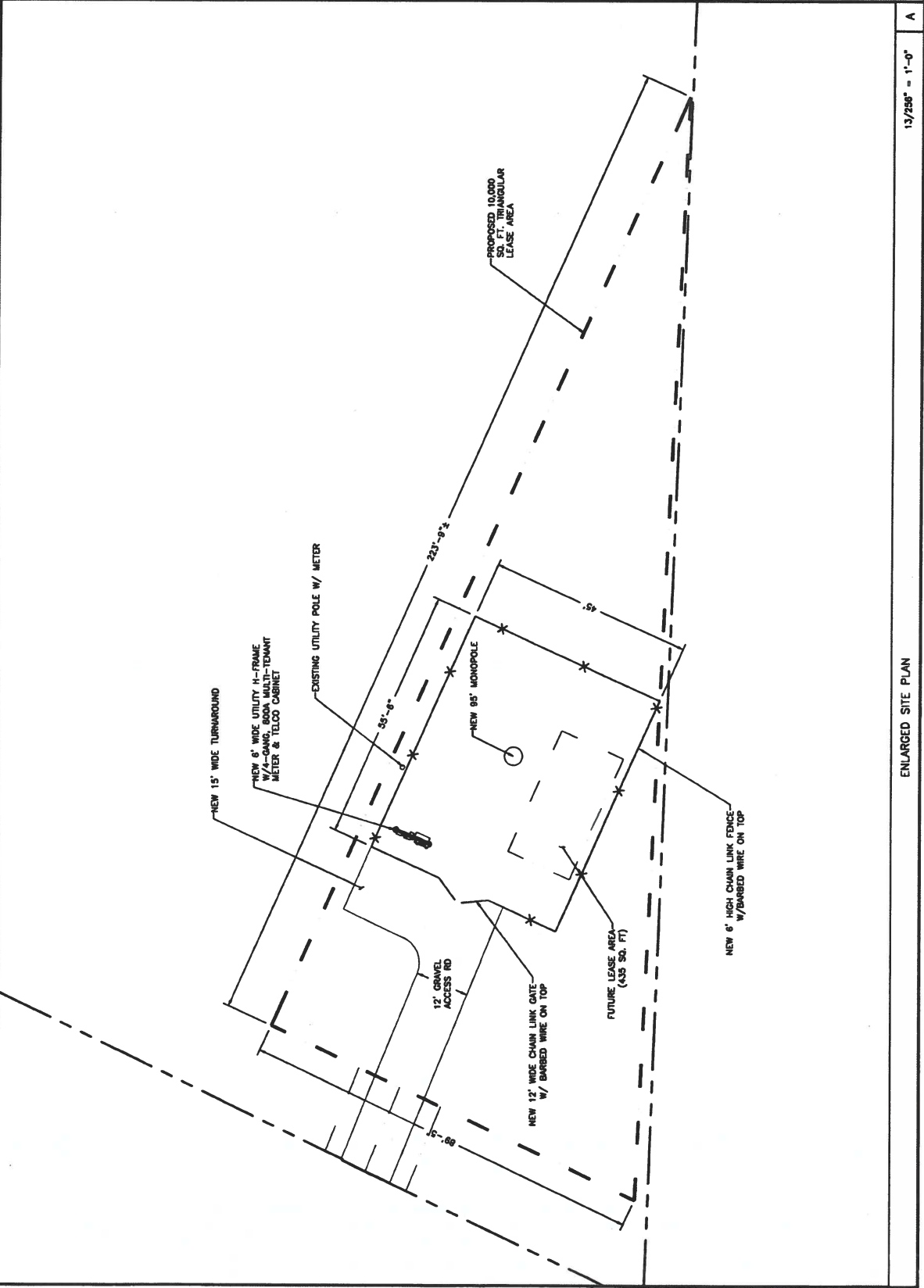
PROPOSED  
95' MONOPOLE TOWER

37.958550° -91.726272°

PROJECT NO.: LE-2

SCALE: 1" = 1'-0"

DATE: 4/2/21



ENLARGED SITE PLAN

13/295' = 1'-0"

A

III. 0.39

**Parallel**  
ENGINEERS

PLANS PREPARED FOR:  
2320 CASCADIA AVENUE, SUITE 300  
CHARLOTTE, NC 28208



**T-SQUARED  
SITE SERVICES**  
2500 HIGHLAND ROAD, SUITE 201  
HERNDON, VA 20150  
703.438.8888  
www.t-squared.com

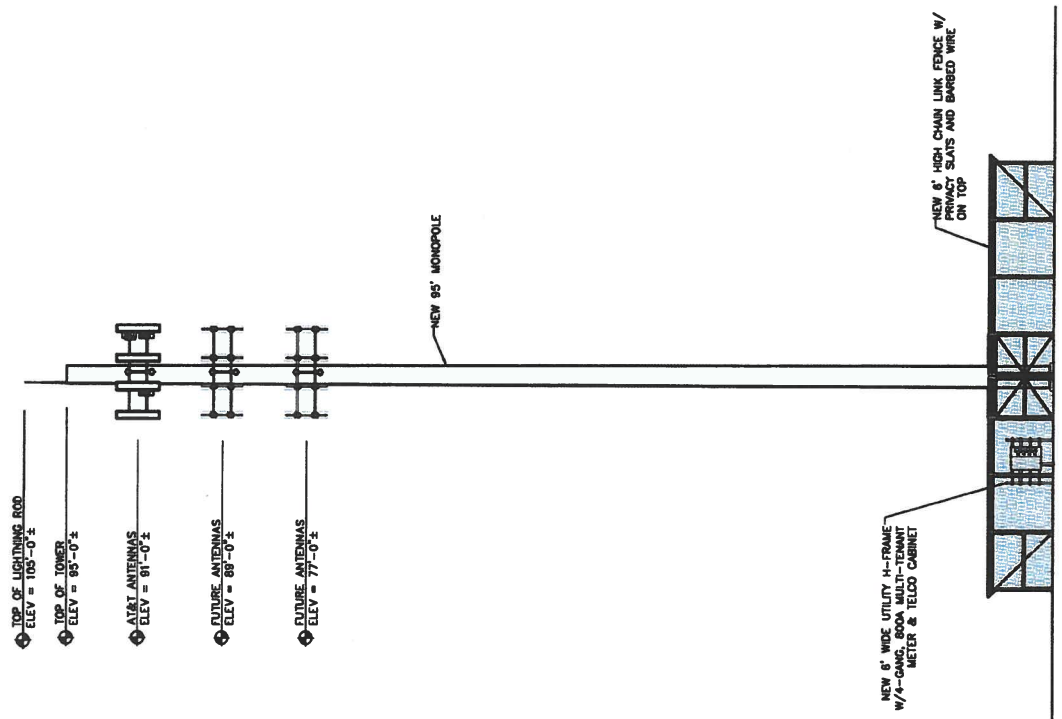
DESIGNED BY: [Redacted]  
APPROVED BY: [Redacted]

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DATE	BY	FOR
ISSUED FOR REVIEW	12.21.20	MD
REVISED LE	8.10.21	MD/PT

PROJECT INFO:  
SITE NAME:  
ROLLA  
PI #: PIMO632  
FA #: 15456793  
1900 OLD ST JAMES RD  
ROLLA, MO  
PROPOSED  
95' MONOPOLE TOWER  
37.958550° -91.762672°

SHEET NUMBER:  
1  
45299

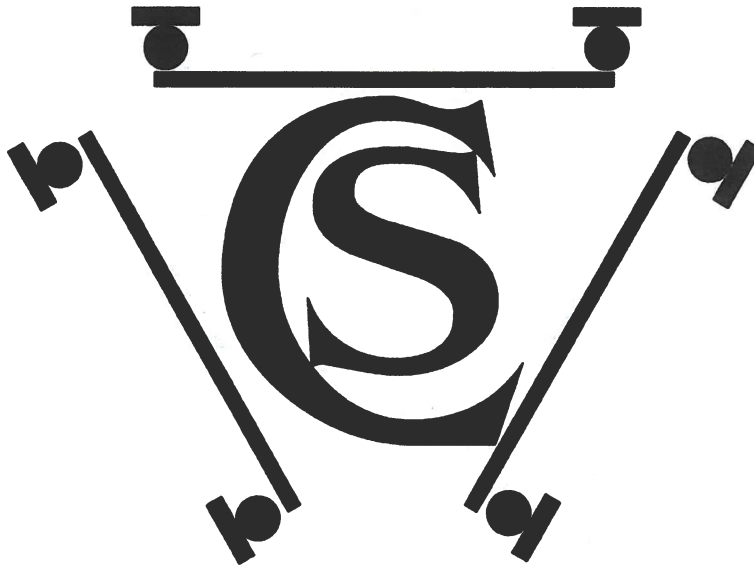


ELEVATION

N.T.S.

A

III.040

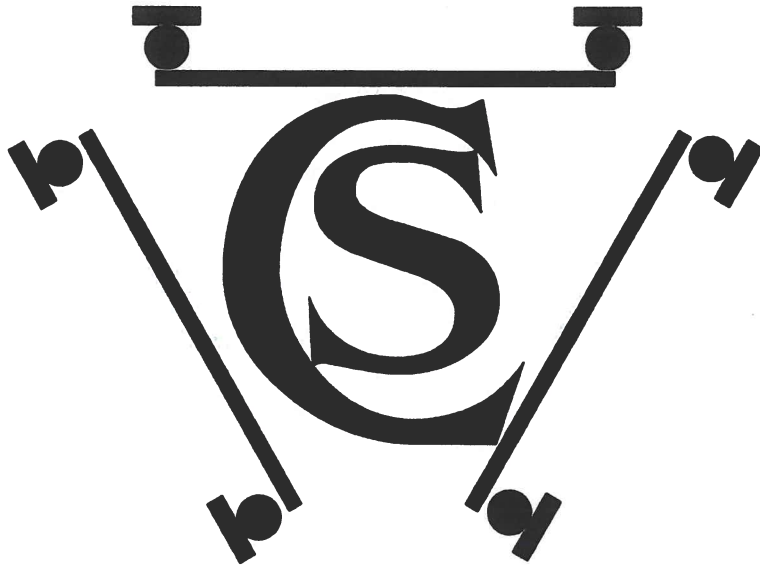


**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

**AERIAL PHOTOGRAPHS**



III.0.42



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

**RF Statement & Propagation Maps**



AT&T  
7801 Farley  
Overland Park, KS 66204

October 12, 2021

**RE: Proposed AT&T Telecommunications Tower (AT&T Site: MOL02400/ UMR Schuman Park RS)**

To Whom It May Concern,

The telecommunications tower being proposed by PI Tower Development will be used by AT&T to provide coverage and capacity for the north central area of Rolla, MO. AT&T will use this proposed structure to replace our existing facility at 420B East 16<sup>th</sup> Street. Because we currently provide coverage, we need to ensure that we minimize any negative impact to our existing customers.

Wireless telephones operate by transmitting a low power radio signal between a wireless phone and telecommunication equipment mounted on a tower or other structure. Because of the low power a telecommunications facility is only able to transmit to a wireless phone within a limited geographical area. Due to these limitations, optimizing the height of installed equipment is crucial to performance.

Our existing tower is a stealth flagpole with four stacked canisters. We are using the top two canisters to house the six antennas required to support the capacity and technology needs of this site. The antennas in the second canister are at a lower height and therefore will not provide as good of coverage as the antennas in the top canister. Our RF radios are located on the ground because they would generate too much heat if we put them in the canisters. Because of this we require thirty-six combiners and amplifiers at the top in order to direct the RF signals to the antenna ports. The bottom two canisters are being used to house these combiners and amplifiers. In addition, we have 18 coax cables running inside the tower to get the signals from the RF radios on the ground to the antennas at the top. Since all four canisters are fully occupied, we are not able to add 5G antennas, equipment or service to this site that covers the north central area of Rolla, MO. And additional drawback of a stealth design utilizing canisters are smaller antennas with fewer ports. Having fewer ports will lower the throughput and decrease data speeds.

Our proposal to move the site about ¼ mile northeast and to change it from a stealth flagpole to a standard tower without stacked antennas will create the following benefits. The new position and height will allow us to provide improved coverage to the north central part of Rolla while allowing for future antennas and equipment to support 5G services. It will also allow us to increase the number of antenna port which in turn would provide higher throughputs and maximize data speeds. This proposal would also allow for additional wireless carriers on the tower with no limitations on future growth.

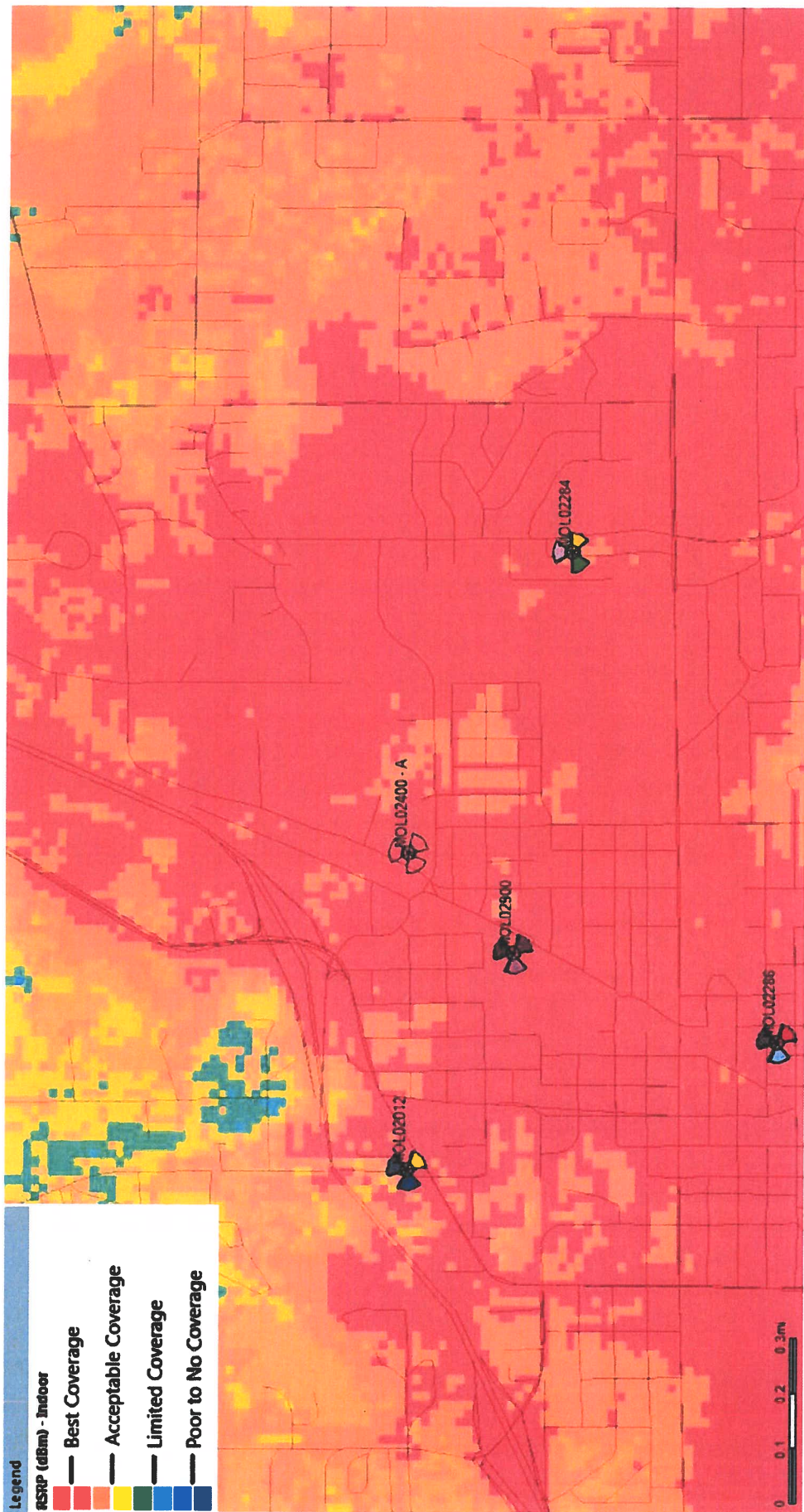
ATT used specific software designed to analyze a mobile network to determine the benefits of this new location, design, and height. Based on this analysis the city of Rolla, MO will see improved cellular coverage from our proposal while allowing for new services, technologies and additional wireless carriers without limitations on future growth.

Regards,

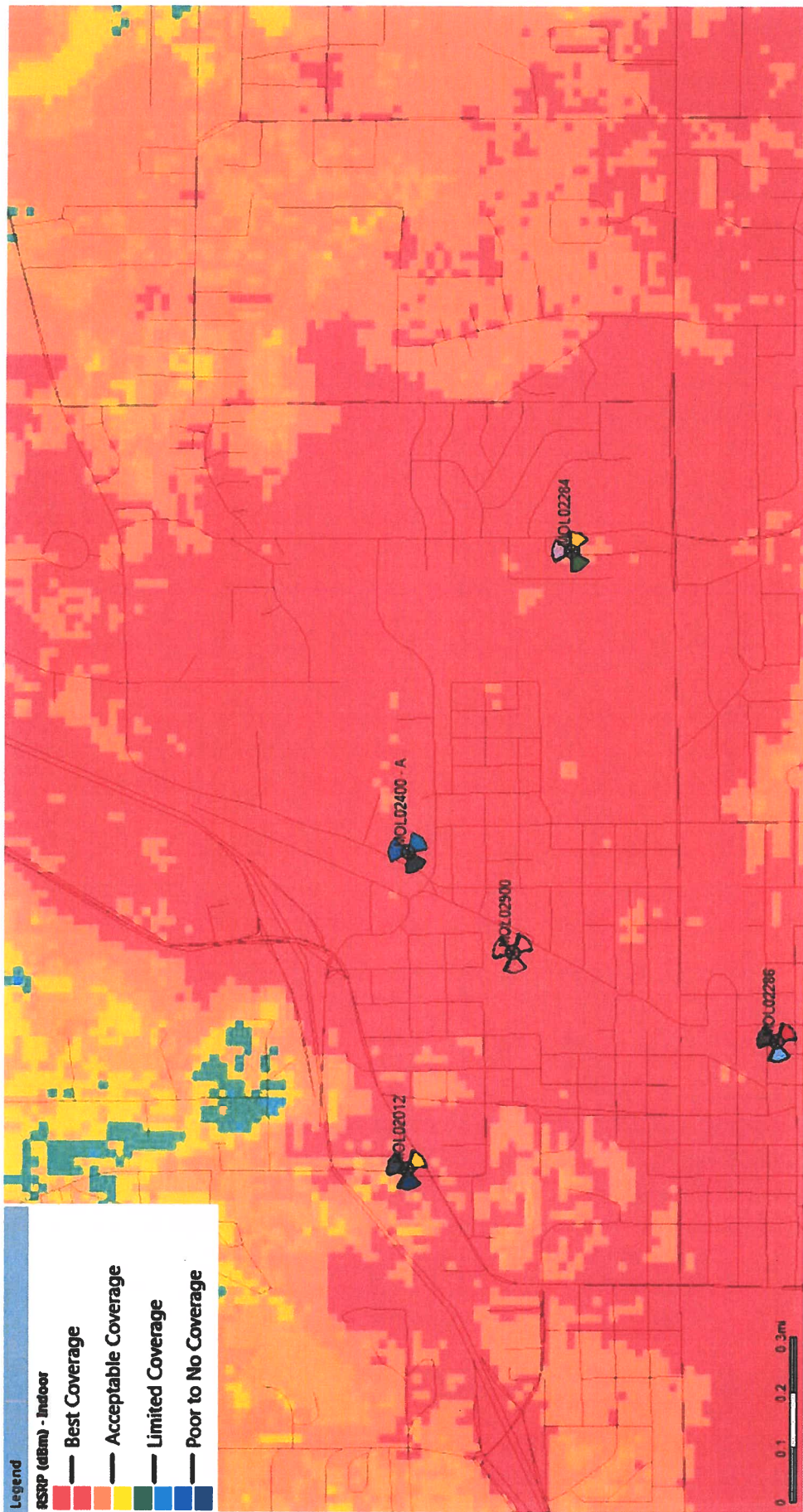
Sean Wyrick  
Professional RAN Engineer  
AT&T

III.D.44

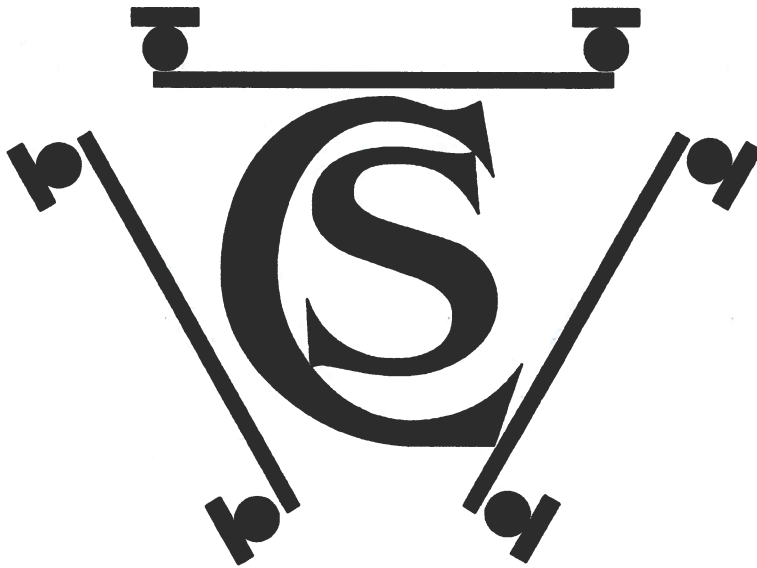




III.0.45



III. D. 46



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

FAA



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2021-ACE-1348-OE

Issued Date: 04/17/2021

Mary Lou Boscardin  
Parallel Infrastructure III, LCC  
15105 John J. Delaney Drive  
Suite D-3  
Charlotte, NC 28277

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower PIMO632
Location:	Rolla, MO
Latitude:	37-57-30.97N NAD 83
Longitude:	91-45-46.10W
Heights:	1105 feet site elevation (SE) 125 feet above ground level (AGL) 1230 feet above mean sea level (AMSL)

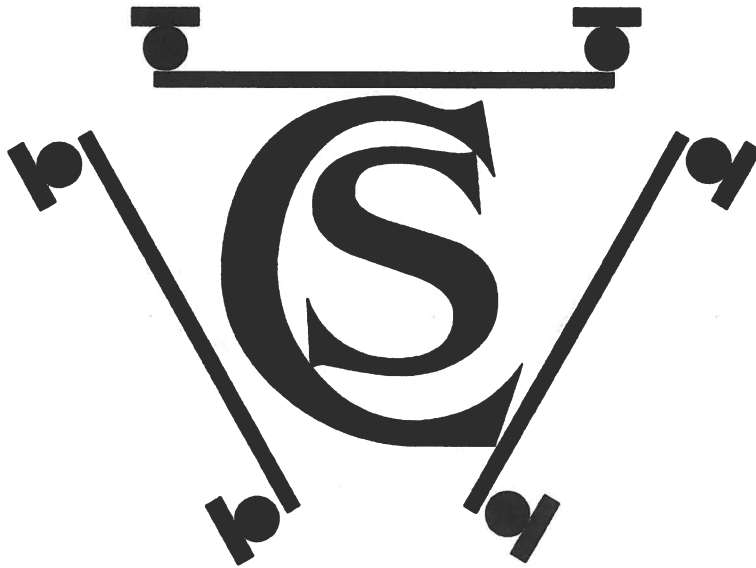
This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 10/17/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

**Missouri Uniform Wireless  
Communications Infrastructure  
Deployment Act**

# Missouri Revised Statutes

## Chapter 67 Political Subdivisions, Miscellaneous Powers

[←67.5038](#)

### Section 67.5090.1

[67.5092→](#)

August 28, 2015

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#### Citation of law.

67.5090. Sections 67.5090 to 67.5103 shall be known and may be cited as the "Uniform Wireless Communications Infrastructure Deployment Act" and is intended to encourage and streamline the deployment of broadcast and broadband facilities and to help ensure that robust wireless radio-based communication services are available throughout Missouri.

(L. 2013 H.B. 331, A.L. 2014 S.B. 650)

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# Missouri Revised Statutes

## Chapter 67 Political Subdivisions, Miscellaneous Powers

←67.5090

### Section 67.5092.1

67.5094→

August 28, 2015

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#### Definitions.

67.5092. As used in sections 67.5090 to 67.5103, the following terms mean:

(1) "Accessory equipment", any equipment serving or being used in conjunction with a wireless communications facility or wireless support structure. The term includes utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters, or similar structures;

(2) "Antenna", communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services;

(3) "Applicant", any person engaged in the business of providing wireless communications services or the wireless communications infrastructure required for wireless communications services who submits an application;

(4) "Application", a request submitted by an applicant to an authority to construct a new wireless support structure, for the substantial modification of a wireless support structure, or for collocation of a wireless facility or replacement of a wireless facility on an existing structure;

(5) "Authority", each state, county, and municipal governing body, board, agency, office, or commission authorized by law and acting in its capacity to make legislative, quasi-judicial, or administrative decisions relative to zoning or building permit review of an application. The term shall not include state courts having jurisdiction over land use, planning, or zoning decisions made by an authority;

(6) "Base station", a station at a specific site authorized to communicate with mobile stations, generally consisting of radio transceivers, antennas, coaxial cables, power supplies, and other associated electronics, and includes a structure that currently supports or houses an antenna, a transceiver, coaxial cables, power supplies, or other associated equipment;

(7) "Building permit", a permit issued by an authority prior to commencement of work on the collocation of wireless facilities on an existing structure, the substantial modification of a wireless support structure, or the commencement of construction of any new wireless support structure, solely to ensure that the work to be performed by the applicant satisfies the applicable building code;

(8) "Collocation", the placement or installation of a new wireless facility on a structure that already has an existing wireless facility, including electrical transmission towers, water towers, buildings, and other structures capable of structurally supporting the attachment of wireless facilities in compliance with applicable codes;

III.051

(9) "Electrical transmission tower", an electrical transmission structure used to support high voltage overhead power lines. The term shall not include any utility pole;

(10) "Equipment compound", an area surrounding or near a wireless support structure within which are located wireless facilities;

(11) "Existing structure", a structure that exists at the time a request to place wireless facilities on a structure is filed with an authority. The term includes any structure that is capable of supporting the attachment of wireless facilities in compliance with applicable building codes, National Electric Safety Codes, and recognized industry standards for structural safety, capacity, reliability, and engineering, including, but not limited to, towers, buildings, and water towers. The term shall not include any utility pole;

(12) "Replacement", includes constructing a new wireless support structure of equal proportions and of equal height or such other height that would not constitute a substantial modification to an existing structure in order to support wireless facilities or to accommodate collocation and includes the associated removal of the preexisting wireless facilities or wireless support structure;

(13) "Substantial modification", the mounting of a proposed wireless facility on a wireless support structure which, as applied to the structure as it was originally constructed:

(a) Increases the existing vertical height of the structure by:

a. More than ten percent; or

b. The height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; or

(b) Involves adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure more than twenty feet or more than the width of the wireless support structure at the level of the appurtenance, whichever is greater (except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable);

(c) Involves the installation of more than the standard number of new outdoor equipment cabinets for the technology involved, not to exceed four new equipment cabinets; or

(d) Increases the square footage of the existing equipment compound by more than one thousand two hundred fifty square feet;

(14) "Utility", any person, corporation, county, municipality acting in its capacity as a utility, municipal utility board, or other entity, or department thereof or entity related thereto, providing retail or wholesale electric, natural gas, water, waste water, data, cable television, or telecommunications or internet protocol-related services;

(15) "Utility pole", a structure owned or operated by a utility that is designed specifically for and used to carry lines, cables, or wires for telephony, cable television, or electricity, or to provide lighting;

(16) "Water tower", a water storage tank, or a standpipe or an elevated tank situated on a support structure, originally constructed for use as a reservoir or facility to store or deliver water;

(17) "Wireless communications service", includes the wireless facilities of all services licensed to use radio communications pursuant to Section 301 of the Communications Act of 1934, 47 U.S.C. Section 301;

(18) "Wireless facility", the set of equipment and network components, exclusive of the underlying wireless support structure, including, but not limited to, antennas, accessory equipment, transmitters, receivers, power supplies, cabling and associated equipment necessary to provide wireless communications services;



(19) "Wireless support structure", a structure, such as a monopole, tower, or building capable of supporting wireless facilities. This definition does not include utility poles.

(L. 2013 H.B. 331, A.L. 2014 S.B. 650)

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Missouri General Assembly

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# Missouri Revised Statutes

## Chapter 67 Political Subdivisions, Miscellaneous Powers

←67.5092

### Section 67.5094.1

67.5096→

August 28, 2015

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#### Prohibited acts by authority.

67.5094. In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not:

(1) Require an applicant to submit information about, or evaluate an applicant's business decisions with respect to its designed service, customer demand for service, or quality of its service to or from a particular area or site;

(2) Evaluate an application based on the availability of other potential locations for the placement of wireless support structures or wireless facilities, including without limitation the option to collocate instead of construct a new wireless support structure or for substantial modifications of a support structure, or vice versa; provided, however, that solely with respect to an application for a new wireless support structure, an authority may require an applicant to state in such applicant's application that it conducted an analysis of available collocation opportunities on existing wireless towers within the same search ring defined by the applicant, solely for the purpose of confirming that an applicant undertook such an analysis; for collocation to any certified historic structure as defined in section 253.545, in addition to all other applicable time requirements, there shall be a thirty-day time period before approval of an application. During such time period, an authority shall hold one or more public hearings on collocation to a certified historic structure;

(3) Dictate the type of wireless facilities, infrastructure or technology to be used by the applicant, including, but not limited to, requiring an applicant to construct a distributed antenna system in lieu of constructing a new wireless support structure;

(4) Require the removal of existing wireless support structures or wireless facilities, wherever located, as a condition for approval of an application;

(5) With respect to radio frequency emissions, impose environmental testing, sampling, or monitoring requirements or other compliance measures on wireless facilities that are categorically excluded under the Federal Communication Commission's rules for radio frequency emissions under 47 CFR 1.1307(b)(1) or other applicable federal law, as the same may be amended or supplemented;

(6) Establish or enforce regulations or procedures for RF signal strength or the adequacy of service quality;

(7) Establish or enforce regulations or procedures for environmental safety for any wireless communications facility that is inconsistent with or in excess of those required by OET Bulletin 65, entitled Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields, Edition 97-01, released August, 1997, and Supplement A: Additional Information for Radio and Television Broadcast Stations;

III.054

(8) In conformance with 47 U.S.C. Section 332(c)(7)(b)(4), reject an application, in whole or in part, based on perceived or alleged environmental effects of radio frequency emissions;

(9) Impose any restrictions with respect to objects in navigable airspace that are greater than or in conflict with the restrictions imposed by the Federal Aviation Administration;

(10) Prohibit the placement of emergency power systems that comply with federal and state environmental requirements;

(11) Charge an application fee, consulting fee, or other fee associated with the submission, review, processing, and approval of an application that is not required for similar types of commercial development within the authority's jurisdiction. Fees imposed by an authority for or directly by a third-party entity providing review or technical consultation to the authority must be based on actual, direct, and reasonable administrative costs incurred for the review, processing, and approval of an application. Except when mutually agreeable to the applicant and the authority, total charges and fees shall not exceed five hundred dollars for a collocation application or one thousand five hundred dollars for an application for a new wireless support structure or for a substantial modification of a wireless support structure. Notwithstanding the foregoing, in no event shall an authority or any third-party entity include within its charges any travel expenses incurred in a third-party's review of an application and in no event shall an applicant be required to pay or reimburse an authority for consultation or other third-party fees based on a contingency or result-based arrangement;

(12) Impose surety requirements, including bonds, escrow deposits, letters of credit, or any other type of financial surety, to ensure that abandoned or unused facilities can be removed unless the authority imposes similar requirements on other permits for other types of commercial development or land uses;

(13) Condition the approval of an application on the applicant's agreement to provide space on or near the wireless support structure for authority or local governmental services at less than the market rate for space or to provide other services via the structure or facilities at less than the market rate for such services;

(14) Limit the duration of the approval of an application;

(15) Discriminate or create a preference on the basis of the ownership, including ownership by the authority, of any property, structure, or tower when promulgating rules or procedures for siting wireless facilities or for evaluating applications;

(16) Impose any requirements or obligations regarding the presentation or appearance of facilities, including, but not limited to, those relating to the kind or type of materials used and those relating to arranging, screening, or landscaping of facilities if such regulations or obligations are unreasonable;

(17) Impose any requirements that an applicant purchase, subscribe to, use, or employ facilities, networks, or services owned, provided, or operated by an authority, in whole or in part, or by any entity in which an authority has a competitive, economic, financial, governance, or other interest;

(18) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the authority in connection with the authority's exercise of its police power-based regulations; or

(19) Condition or require the approval of an application based on the applicant's agreement to permit any wireless facilities provided or operated, in whole or in part, by an authority or by any entity in which an authority has a competitive, economic, financial, governance, or other interest, to be placed at or collocated with the applicant's wireless support structure.

(L. 2013 H.B. 331, A.L. 2014 S.B. 650)

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# Missouri Revised Statutes

## Chapter 67 Political Subdivisions, Miscellaneous Powers

←67.5096

### Section 67.5098.1

67.5100→

August 28, 2015

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#### **Modification of structures, applicant requirements--authority's duties--court review, when.**

67.5098. 1. Authorities may continue to exercise zoning, land use, planning, and permitting authority within their territorial boundaries with regard to applications for substantial modifications of wireless support structures, subject to the provisions of sections 67.5090 to 67.5103, including without limitation section 67.5094, and subject to federal law.

2. Any applicant that applies for a substantial modification of a wireless support structure within the jurisdiction of any authority, planning or otherwise, that has adopted planning and zoning regulations in accordance with sections 67.5090 to 67.5103 shall:

(1) Submit the necessary copies and attachments of the application to the appropriate authority. Each application shall include a copy of a lease, letter of authorization or other agreement from the property owner evidencing applicant's right to pursue the application; and

(2) Comply with applicable local ordinances concerning land use and the appropriate permitting processes.

3. Disclosure of records in the possession or custody of authority personnel, including but not limited to documents and electronic data, shall be subject to chapter 610.

4. The authority, within one hundred twenty calendar days of receiving an application for a substantial modification of wireless support structures, shall:

(1) Review the application in light of its conformity with applicable local zoning regulations. An application is deemed to be complete unless the authority notifies the applicant in writing, within thirty calendar days of submission of the application, of the specific deficiencies in the application which, if cured, would make the application complete. Upon receipt of a timely written notice that an application is deficient, an applicant may take thirty calendar days from receiving such notice to cure the specific deficiencies. If the applicant cures the deficiencies within thirty calendar days, the application shall be reviewed and processed within one hundred twenty calendar days from the initial date the application was received. If the applicant requires a period of time beyond thirty calendar days to cure the specific deficiencies, the one hundred twenty calendar days' deadline for review shall be extended by the same period of time;

(2) Make its final decision to approve or disapprove the application; and

(3) Advise the applicant in writing of its final decision.

5. If the authority fails to act on an application for a substantial modification within the one hundred twenty calendar days' review period specified under subsection 4 of this section, or within such additional time as may be mutually agreed to by an applicant and an authority, the application for a substantial

III. 0.57

modification shall be deemed approved.

6. A party aggrieved by the final action of an authority, either by its affirmatively denying an application under the provisions of this section or by its inaction, may bring an action for review in any court of competent jurisdiction within this state.

(L. 2013 H.B. 331, A.L. 2014 H.B. 1454 merged with S.B. 650)

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# Missouri Revised Statutes

## Chapter 67 Political Subdivisions, Miscellaneous Powers

←67.5094

### Section 67.5096.1

67.5098→

August 28, 2015

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**Permitted acts of authority--applicants for new structures, requirements--authority's duties--court review, when.**

67.5096. 1. Authorities may continue to exercise zoning, land use, planning, and permitting authority within their territorial boundaries with regard to the siting of new wireless support structures, subject to the provisions of sections 67.5090 to 67.5103, including without limitation section 67.5094, and subject to federal law.

2. Any applicant that proposes to construct a new wireless support structure within the jurisdiction of any authority, planning or otherwise, that has adopted planning and zoning regulations in accordance with sections 67.5090 to 67.5103 shall:

(1) Submit the necessary copies and attachments of the application to the appropriate authority. Each application shall include a copy of a lease, letter of authorization or other agreement from the property owner evidencing applicant's right to pursue the application; and

(2) Comply with applicable local ordinances concerning land use and the appropriate permitting processes.

3. Disclosure of records in the possession or custody of authority personnel, including but not limited to documents and electronic data, shall be subject to chapter 610.

4. The authority, within one hundred twenty calendar days of receiving an application to construct a new wireless support structure or within such additional time as may be mutually agreed to by an applicant and an authority, shall:

(1) Review the application in light of its conformity with applicable local zoning regulations. An application is deemed to be complete unless the authority notifies the applicant in writing, within thirty calendar days of submission of the application, of the specific deficiencies in the application which, if cured, would make the application complete. Upon receipt of a timely written notice that an application is deficient, an applicant may take thirty calendar days from receiving such notice to cure the specific deficiencies. If the applicant cures the deficiencies within thirty calendar days, the application shall be reviewed and processed within one hundred twenty calendar days from the initial date the application was received. If the applicant requires a period of time beyond thirty calendar days to cure the specific deficiencies, the one hundred twenty calendar days' deadline for review shall be extended by the same period of time;

(2) Make its final decision to approve or disapprove the application; and

(3) Advise the applicant in writing of its final decision.

5. If the authority fails to act on an application to construct a new wireless support structure within the one hundred twenty calendar days' review period specified under subsection 4 of this section or within such additional time as may be mutually agreed to by an applicant and an authority, the application shall be deemed approved.

6. A party aggrieved by the final action of an authority, either by its affirmatively denying an application under the provisions of this section or by its inaction, may bring an action for review in any court of competent jurisdiction within this state.

(L. 2013 H.B. 331, A.L. 2014 S.B. 650)

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Site Acquisition, Zoning and Permitting

**Section 704 of the Federal  
Telecommunications Act of 1996**

entity (including the owner of such pole, duct, conduit, or right-of-way).'

**SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.**

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY- Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

**`(7) PRESERVATION OF LOCAL ZONING AUTHORITY-**

**`(A) GENERAL AUTHORITY-** Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

**`(B) LIMITATIONS-**

**`(i)** The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof--

**`(I)** shall not unreasonably discriminate among providers of functionally equivalent services; and

**`(II)** shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

**`(ii)** A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

**`(iii)** Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

**`(iv)** No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

**`(v)** Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such

action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

(C) DEFINITIONS- For purposes of this paragraph--

(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

(ii) the term 'personal wireless service facilities' means facilities for the provision of personal wireless services; and

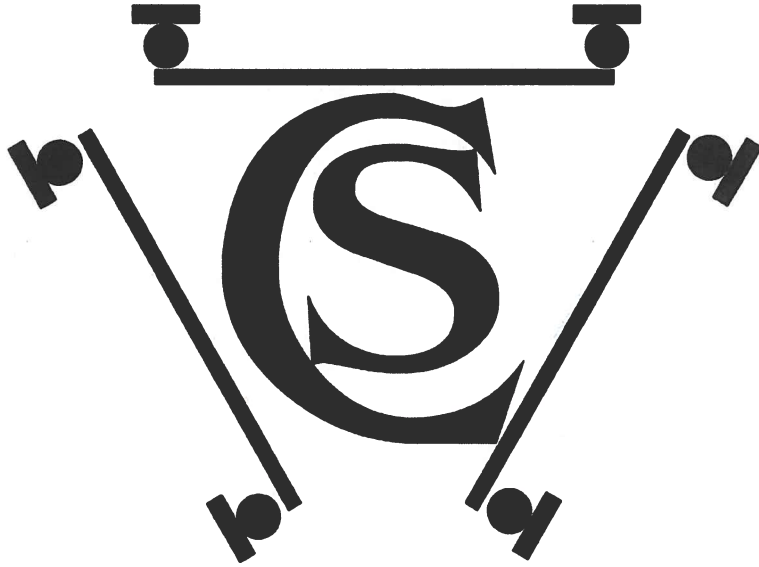
(iii) the term 'unlicensed wireless service' means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v)).'

(b) RADIO FREQUENCY EMISSIONS- Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

(c) AVAILABILITY OF PROPERTY- Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency's mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.

SEC. 705. MOBILE SERVICES DIRECT ACCESS TO LONG DISTANCE CARRIERS.

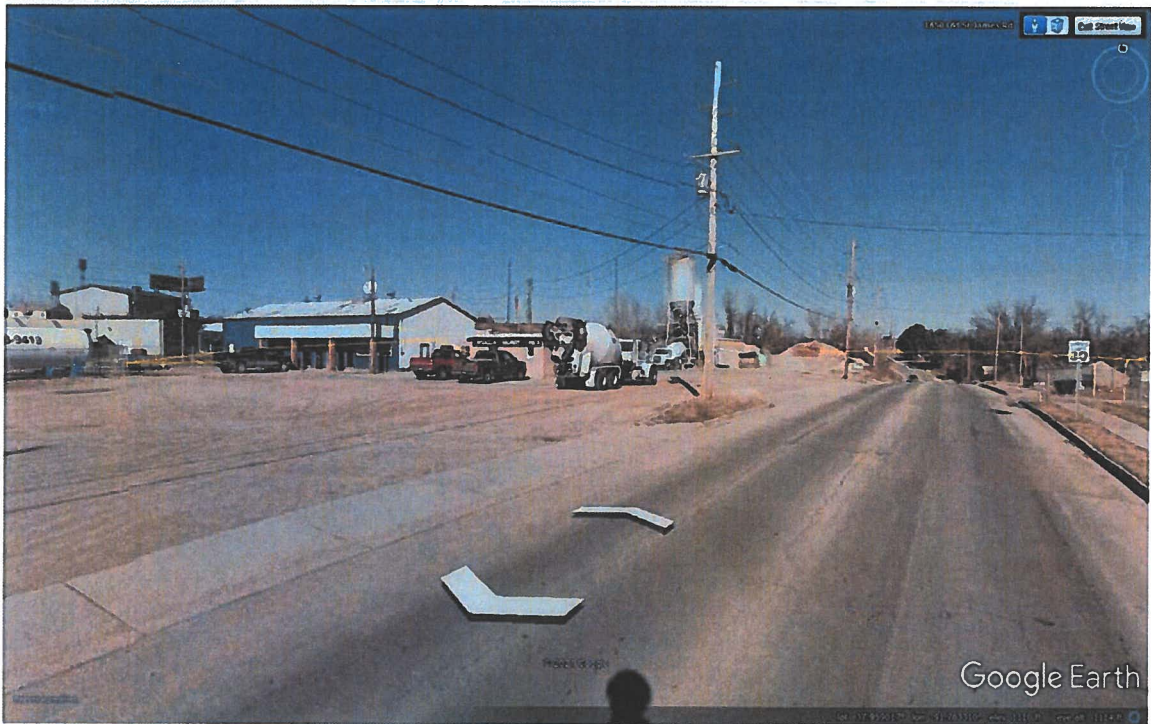
Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

Photographs

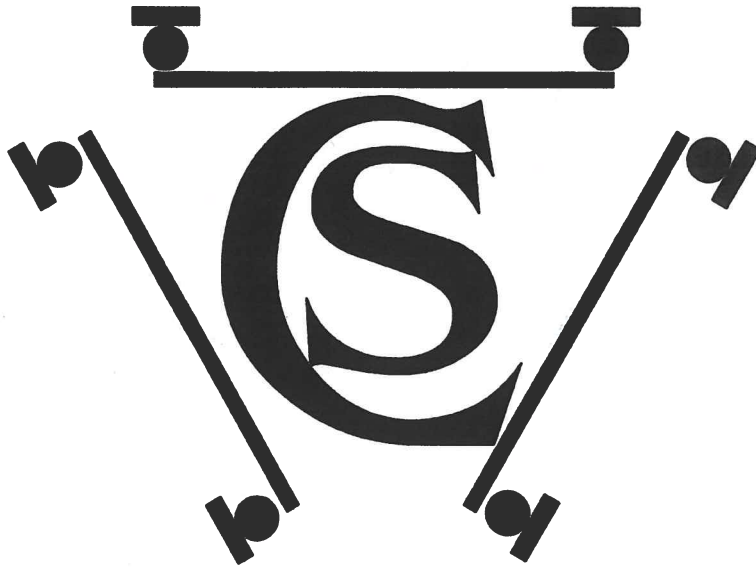




III. 0.66



IV. 0.67



**Collective Solutions, LLC**  
Site Acquisition, Zoning and Permitting

FirstNet



AT&T is extending the reach of the FirstNet public safety communications network with dedicated cell sites. It says the change will help emergency response in rural as well as more populated areas.

FirstNet already covers over 99 percent of the U.S. population. But to better serve public safety, AT&T is extending the nationwide reach of FirstNet to give agencies large and small the reliable, unthrottled connectivity and modern communications tools they need.

To do this, the carrier is rolling out high-quality Band 14 spectrum. The FirstNet Authority granted AT&T the right to use Band 14 specifically to support public safety subscribers on FirstNet.

In areas where coverage already exists, AT&T is using Band 14 to help first responders get the capacity they need to get the job done. So far, Band 14 has been deployed on existing cell sites in more than 700 markets.

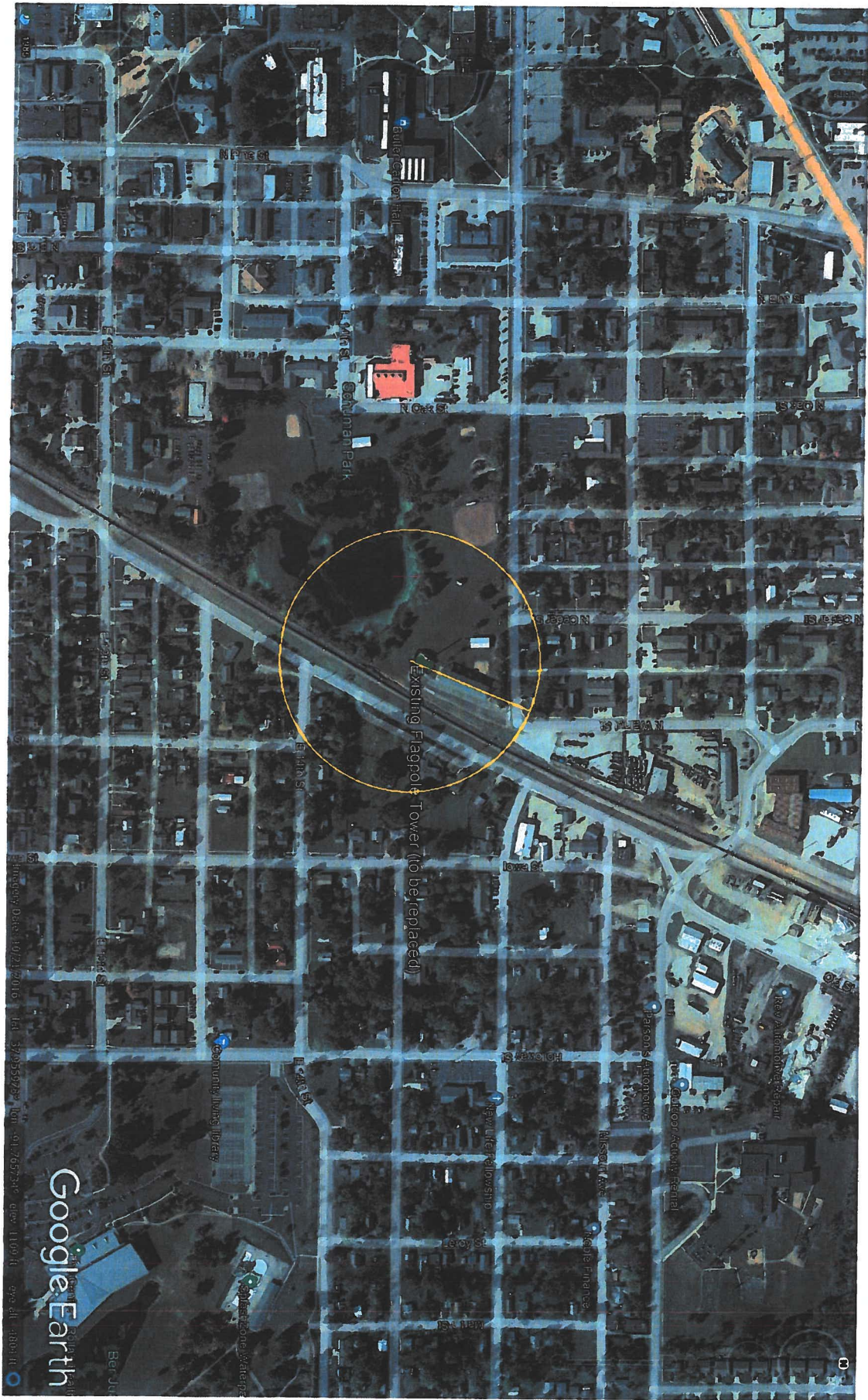
It's also launching new FirstNet cell sites across the country to expand rural and remote coverage – including areas where emergency responses have been previously challenged by a lack of connectivity.

Maps displayed by  
Mr. Been

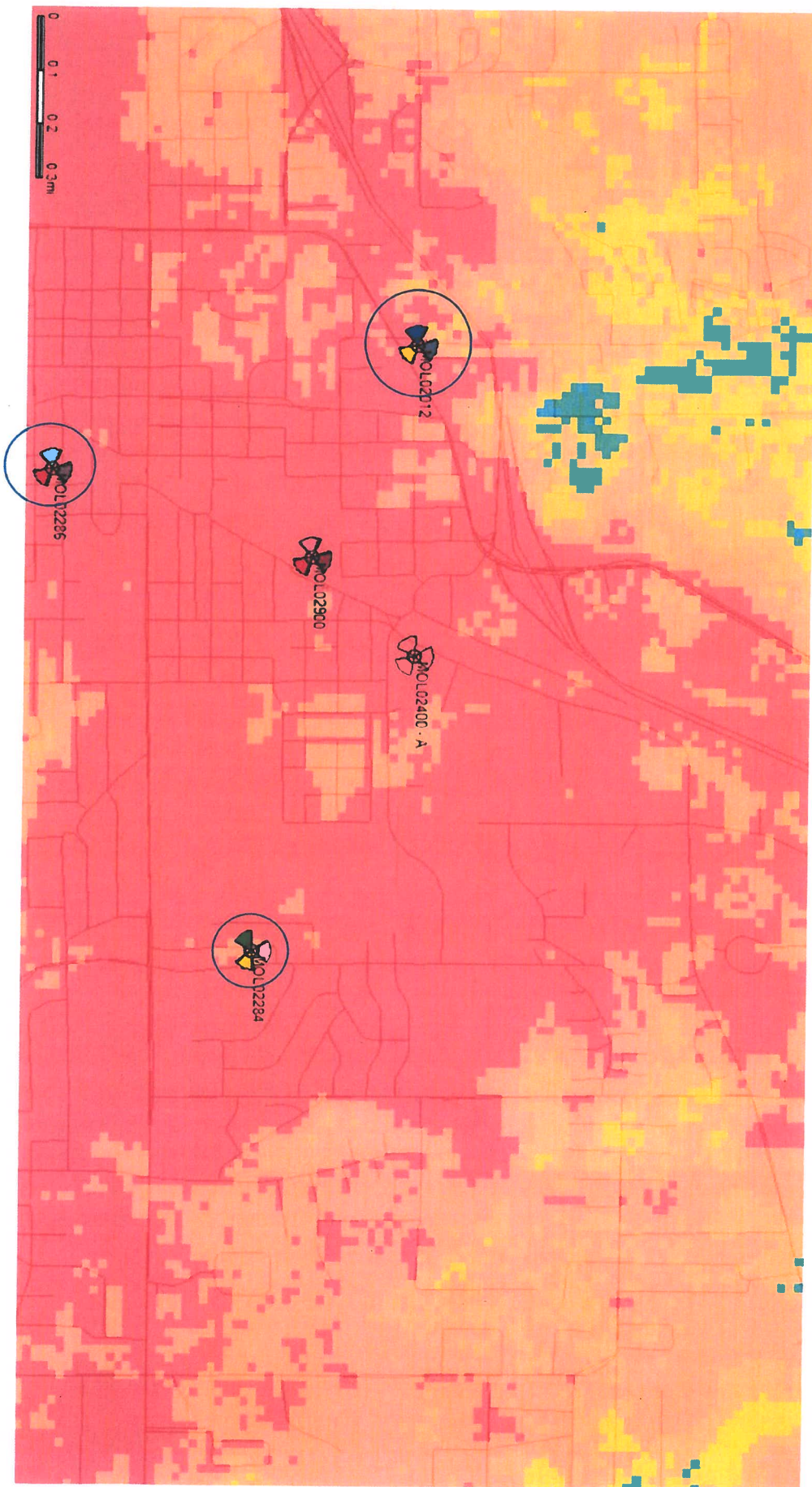
1900 Old St. James Road,  
Rolla, MO 65401  
Proposed 95' Monopole Style Wireless Communication Facility

III. D. 70

Average tower height  
within the  
City of Rolla=179.5'



III.0.72



III. 0.73



Google Earth  
Map Data © 2016, Imagery Date: 10/21/2016, lat: 37.9552717, lon: -91.7651229, elev: 1116 ft, eye alt: 5980 ft

K.O. III

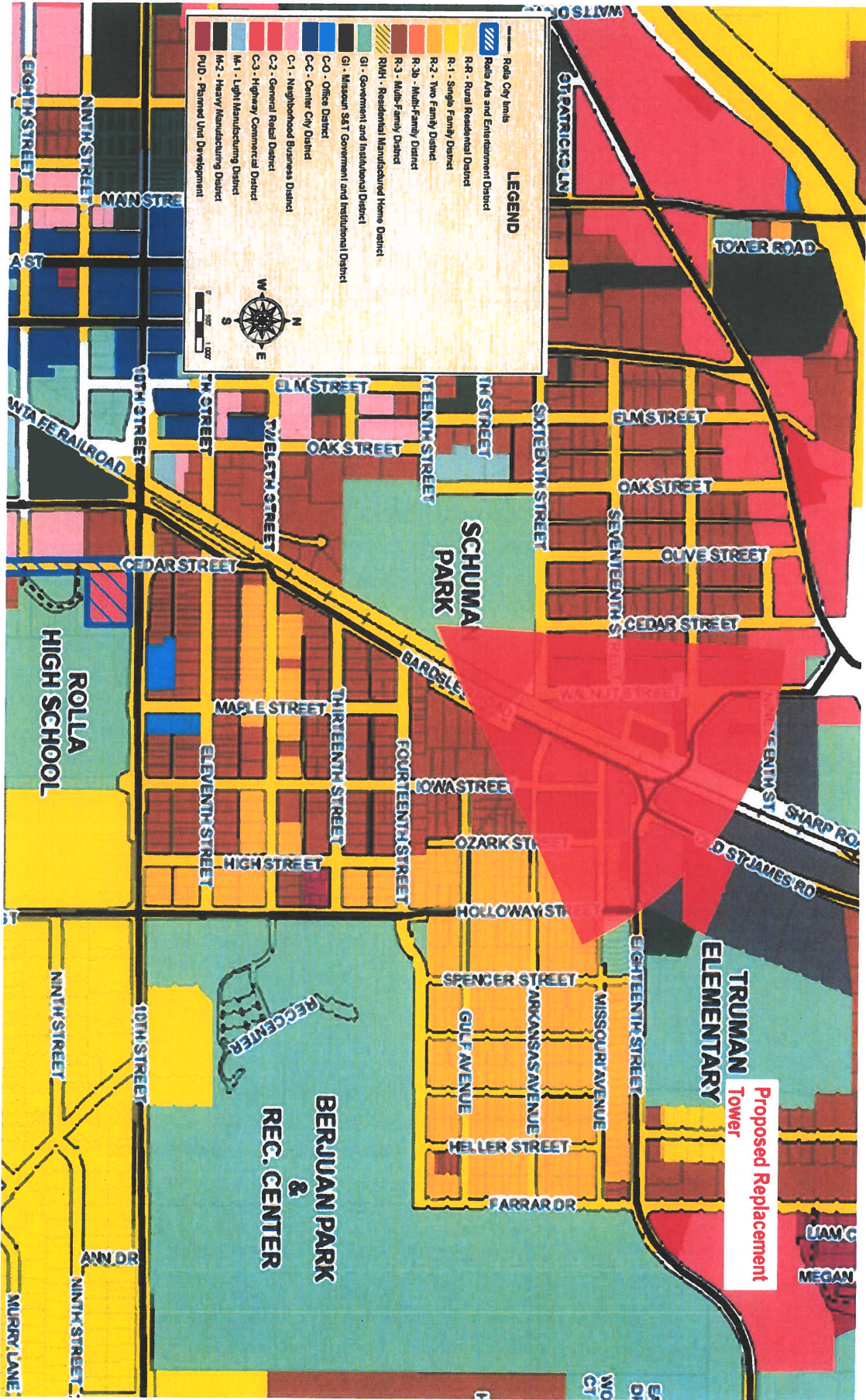


Existing Flagpole Tower (to be replaced)

Proposed Replacement Tower

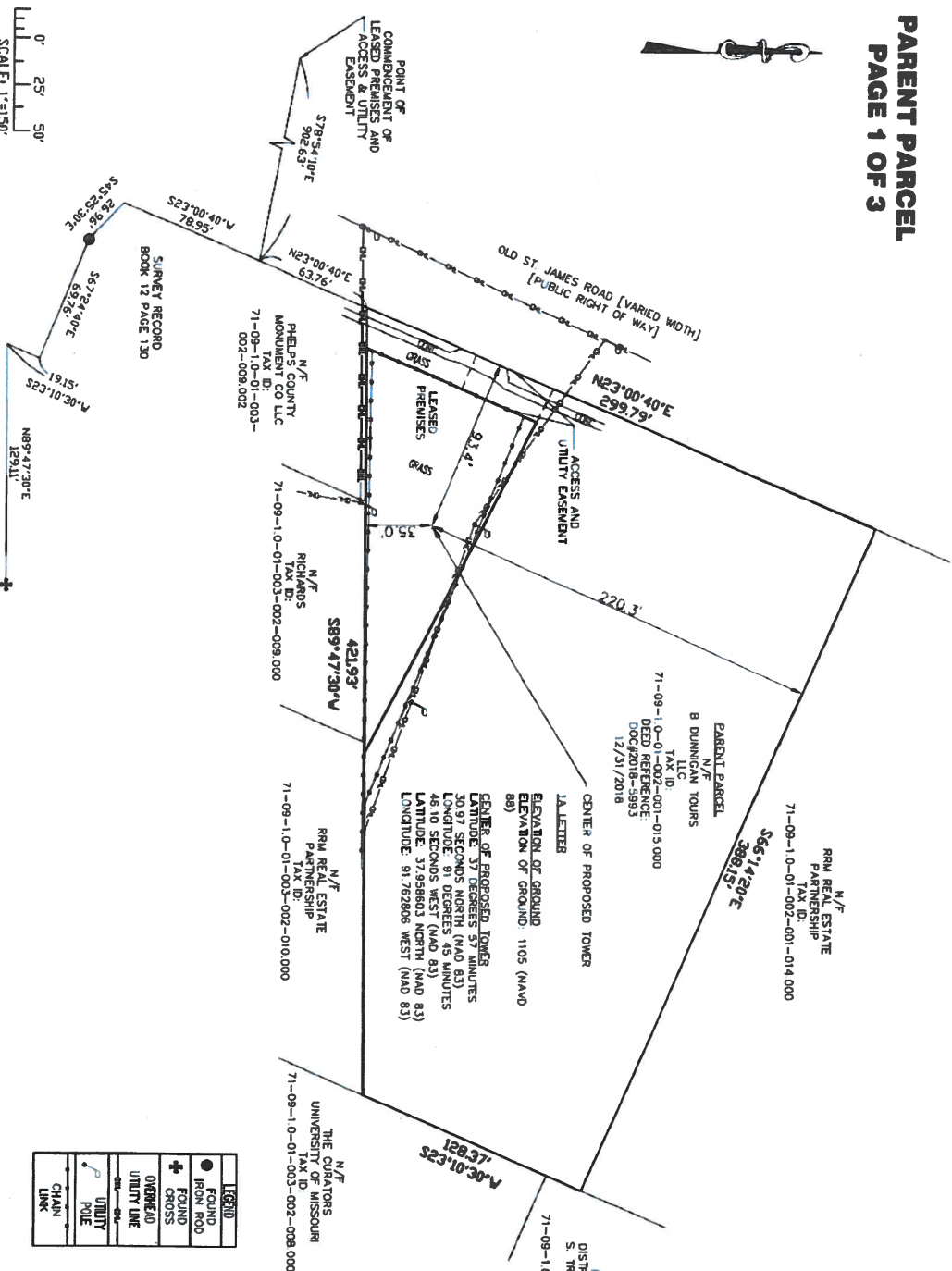
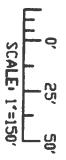
Google Earth  
Imagery Date: 10/21/2016 lat: 37.959271° lon: 91.765123° elev: 1116 ft cws: 68 5886 ft

SC.0.75 III





**PARENT PARCEL  
PAGE 1 OF 3**



PARENT PARCEL  
N/F  
B DUNNIGAN TOURS  
TAX ID: 71-09-1-0-01-002-001-015 000  
DEED REFERENCE: DOC#2018-5993  
12/31/2018

PARENT PARCEL  
N/F  
RRM REAL ESTATE PARTNERSHIP  
TAX ID: 71-09-1-0-01-002-001-014 000

CENTER OF PROPOSED TOWER  
TALLESTER  
ELEVATION OF GROUND: 1105 (NAD 88)  
ELEVATION OF PROPOSED TOWER: 1105 (NAD 88)  
LATITUDE: 37 DEGREES 57 MINUTES 30.71 SECONDS NORTH (NAD 83)  
LONGITUDE: 46 10 SECONDS WEST (NAD 83)  
LATITUDE: 37 958603 NORTH (NAD 83)  
LONGITUDE: 91.782806 WEST (NAD 83)

PARENT PARCEL  
N/F  
RHM REAL ESTATE PARTNERSHIP  
TAX ID: 71-09-1-0-01-003-002-010 000

PARENT PARCEL  
N/F  
PHELPS COUNTY MONUMENT CO LLC  
TAX ID: 71-09-1-0-01-003-002-009 000

PARENT PARCEL  
N/F  
THE UNIVERSITY OF MISSOURI  
TAX ID: 71-09-1-0-01-003-002-008 000

PARENT PARCEL  
N/F  
ROLL SCHOOL DISTRICT NO 31 HARRY S. TRUMAN ELEMENTARY  
TAX ID: 71-09-1-0-01-002-001-010 000

**SURVEY**  
SITE NUMBER: PIM0632

**PARENT PARCEL**  
N/F B DUNNIGAN TOURS LLC  
TAX ID: 71-09-1-0-01-002-001-015 000  
DEED REFERENCE: DOC#2018-5993  
12/31/2018

**MINNICK SURVEYING, LLC**  
LC-2009001156  
3520 HAWKTON AVE  
ST. LOUIS, MO 63139  
(314) 721-8900  
MINNICKSURVEYING.COM

LEGEND	
●	FOUND IRON ROD
+	FOUND CROSS
—	OVERHEAD UTILITY LINE
—	UTILITY POLE
—	CHAIN LINK

THIS AREA SHOULD NOT BE CONSIDERED A RECORDED INSTRUMENT

PRELIMINARY NOTICE OF CONSTRUCTION RECORDING PURPOSES OR IMPLEMENTATION

SITE ADDRESS:  
1900 OLD ST JAMES ROAD,  
ROLLA, MO 65401, PHELPS COUNTY  
PROJECT NUMBER: 858T

JARED MINNICK  
LAND SURVEYOR  
PLS-2007017968

4/22/22

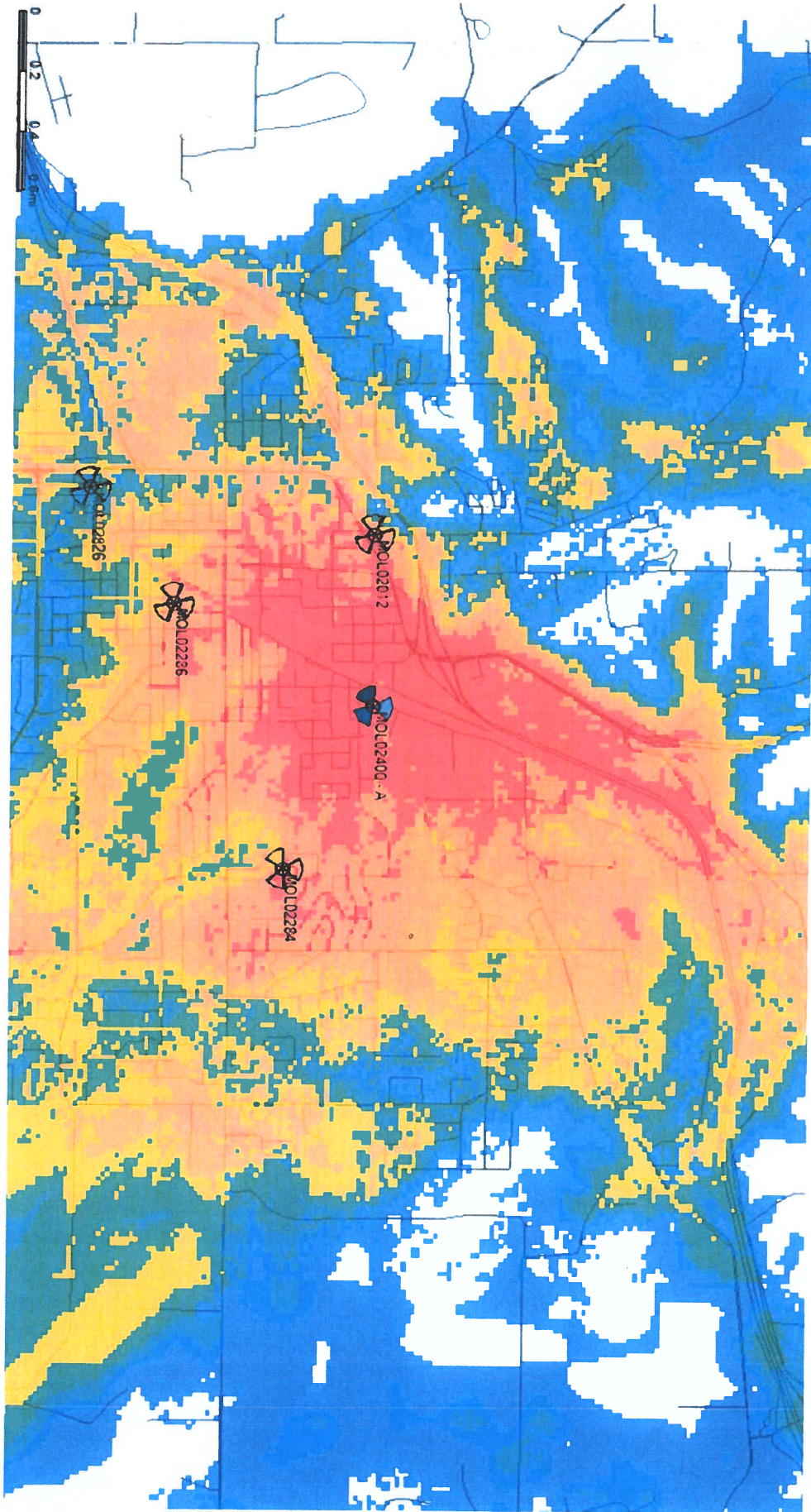
III . 0. 79



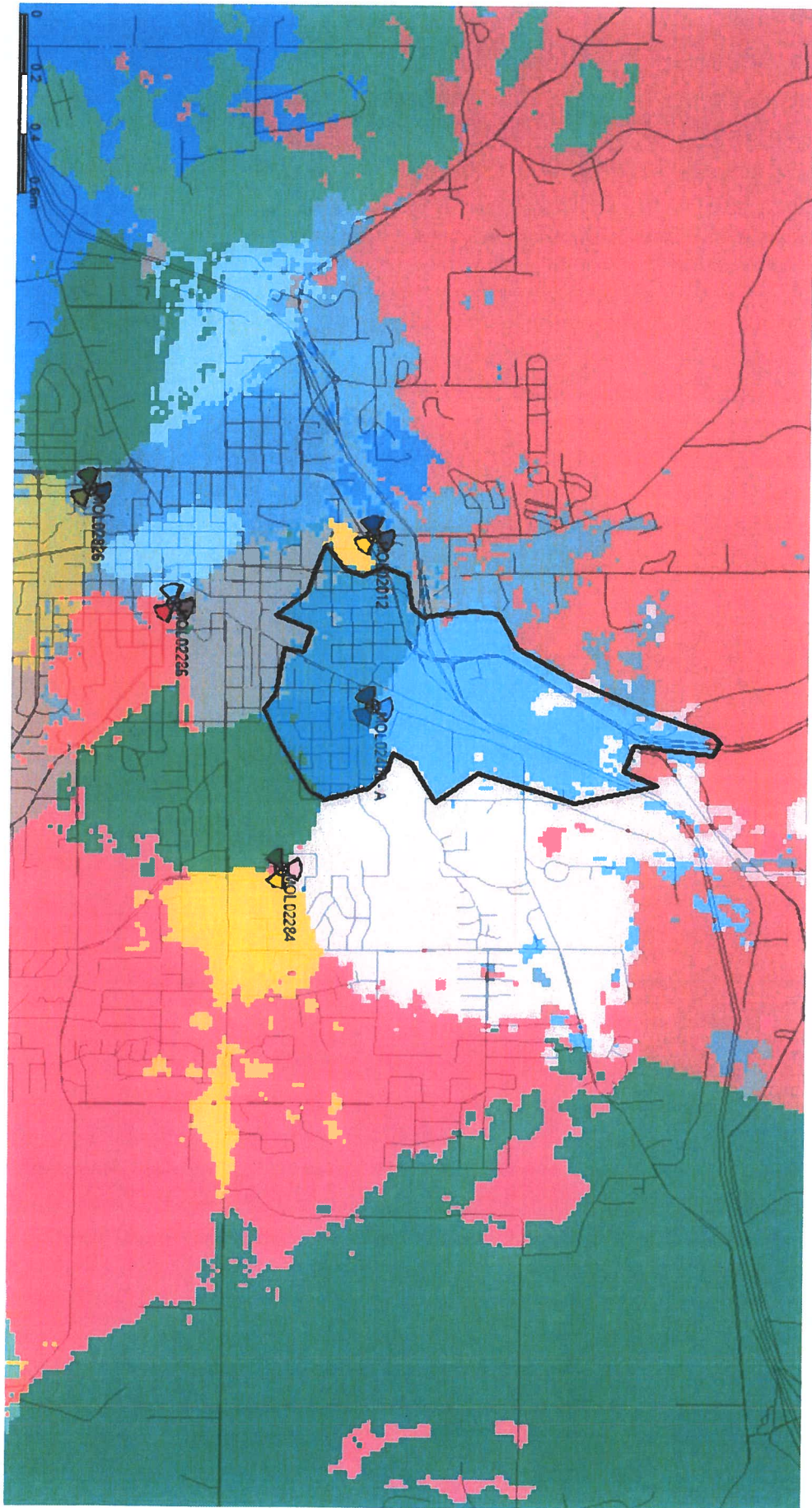
III.0.78

# 5-Carrier Tower Survives E4 Tornado: Bridgeton, MO-April 2011





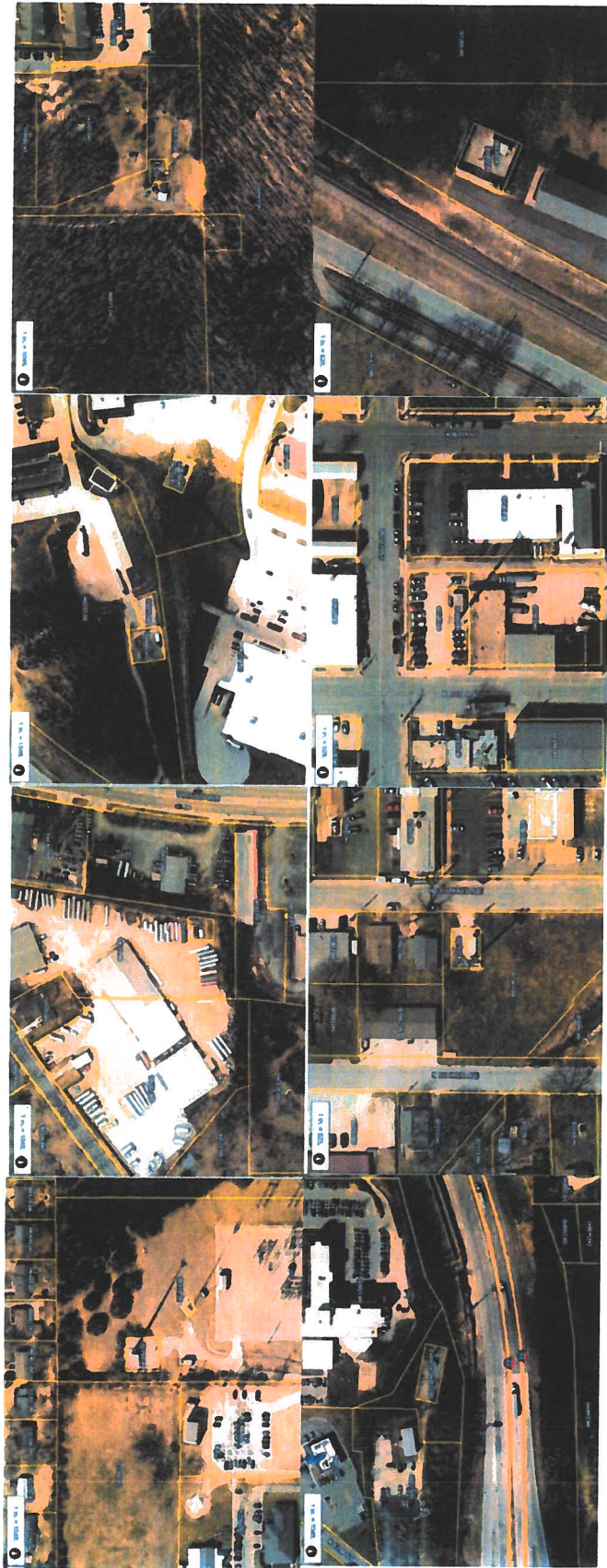
III. 0.80



III.0.81

(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.







CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Rodney Bourne, P.E      ACTION REQUESTED: First Reading  
RMU General Manager

ITEM/SUBJECT: Approve Assignment of Interconnection Agreement to Missouri Joint Municipal Electric Utility Commission for Rolla Solar Farm

BUDGET APPROPRIATION:      N/A      DATE: November 15th, 2021

\*\*\*\*\*

COMMENTARY:

In 2015, MC Power developed an approximately 3.2 MW solar farm in the City of Rolla. This solar farm was constructed for the benefit of MJMEUC, and specifically its MoPEP power pool. Rolla is a member of MJMEUC and part of the MoPEP power pool. 100% of the output of the solar farm was sold to MoPEP under a power purchase agreement between MC Power and MJMEUC. Both the Interconnection Agreement with the City of Rolla and the Power Purchase Agreement with MJMEUC contemplated that at the end of the 5-year solar tax credit period available to MC Power, MJMEUC would purchase the assets and become the owner of the solar farm. MJMEUC's purchase of the solar farm in December 2021 is the culmination of the development plan established in 2015.

The Rolla solar farm is one of 11 solar farms constructed by MC Power for the benefit of the MoPEP pool participants.

MJMEUC purchased the Butler solar farm in December 2020. MJMEUC will close on the Trenton, Macon, Marshall, Chillicothe and Rolla solar farms in December 2021. MJMEUC anticipates completing purchase of the solar farms in Lebanon, El Dorado Springs, Waynesville, Higginsville and Farmington in December 2022.

As MJMEUC is a body politic of the state of Missouri, when ownership of each solar farm transfers from private to public ownership, the tax status will change to "tax exempt" which was contemplated in 2015 with the original development plan.

Recommendation:

After required readings, Staff recommends approval of the ordinance.

IV. A.1

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

**AN ORDINANCE AUTHORIZING AND APPROVING ASSIGNMENT AND ASSUMPTION OF INTERCONNECTION AND OPERATING AGREEMENT RELATED TO SOLAR FARM**

**WHEREAS**, the City of Rolla (the “City”) supports and encourages the development of solar power as an energy source within the City; and

**WHEREAS**, the City, Rolla Municipal Utilities, MCP-Rolla, LLC and Gardner Capital Solar Development, LLC are parties to a certain Amended and Restated Interconnection and Operating Agreement dated November 13, 2015 (the “Interconnection Agreement”) for the purpose of interconnecting the electricity generating facility at the solar farm property with the City’s distribution system currently located at 2301 Brewer Drive within the City (the “Solar Farm”); and

**WHEREAS**, Gardner Capital Solar Development, LLC and MCP-Rolla, LLC wish to assign their rights in the Interconnection Agreement to Solar Projects, LLC and Gardner Capital Solar Development, LLC; and

**WHEREAS**, the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”) wishes to purchase the Solar Farm; and

**WHEREAS**, upon MJMEUC’s purchase of the Solar Farm, MJMEUC will assume all of the rights and responsibilities as “Interconnection Customer” under the Interconnection Agreement, as contemplated by Section 4.3 of the Interconnection Agreement; and

**WHEREAS**, to facilitate the continued connection of the Solar Farm with the City’s distribution system, the City desires to ratify MJMEUC’s assumption of the Interconnection Agreement.

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

**SECTION 1. CONSENT TO ASSIGNMENT.** The City hereby acknowledges and consents to the assignment of the Interconnection Agreement by Gardner Capital Solar Development, LLC and MCP-Rolla, LLC to Solar Projects, LLC and Gardner Capital Solar Development, LLC, and the further assignment of the Interconnection Agreement to MJMEUC.

**SECTION 2. RATIFICATION OF ASSUMPTION.** The City hereby acknowledges and ratifies the assignment and assumption by MJMEUC of the Interconnection Customer’s rights in the Interconnection Agreement, upon MJMEUC’s purchase of the Solar Farm.

**SECTION 3. AUTHORITY GRANTED.** The Mayor is hereby authorized and directed to take such further action related to the Interconnection Agreement as is otherwise necessary or desirable to carry out and comply with the intent of this agreement on behalf of the City.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval.

**BE IT REMEMBERED** that the above Ordinance was read two times by heading only, **PASSED AND APPROVED** by a majority of the City Council and **APPROVED** by the Mayor of the City of Rolla, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk

**CERTIFICATE REGARDING INTERCONNECTION AGREEMENT**

I, the undersigned [City Clerk] of the City of Rolla, Missouri, do hereby certify as follows:

1. Attached hereto as **Exhibit A** is a true and complete copy of the Amended and Restated Interconnection and Operating Agreement dated November 13, 2015 (the "Interconnection Agreement").

2. The Interconnection Agreement has not been further amended or repealed and is in full force and effect.

3. No event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute, an event of default under the Interconnection Agreement.

Date: December \_\_, 2021

**CITY OF ROLLA, MISSOURI**

\_\_\_\_\_  
[City Clerk]

Acknowledged and Agreed:

**SOLAR PROJECTS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: December \_\_, 2021

**GARDNER CAPITAL SOLAR DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: December \_\_, 2021

**Exhibit A**  
**Interconnection Agreement**

1V.A.5

**INTERCONNECTION AND OPERATING AGREEMENT**  
**By and Between**  
**The City of Rolla, Missouri and Rolla Municipal Utilities**  
**And**  
**MCP-Rolla, LLC**  
**For The**  
**Rolla, Missouri Photovoltaic Generating Facility**

This INTERCONNECTION AND OPERATING AGREEMENT ("Agreement") is entered into this 13<sup>th</sup> day of November, 2015, by and between the City of Rolla, Missouri and Rolla Municipal Utilities (hereinafter "City") and MCP-Rolla, LLC (hereinafter "Interconnection Customer") (collectively "Parties").

**WHEREAS**, City owns, operates and maintains a municipal electric utility system in Rolla, Missouri ("Distribution System"), and is a full-requirements member of the Missouri Public Energy Pool # 1 ("MoPEP") operated by Missouri Joint Municipal Electric Utility Commission ("MJMEUC"); and

**WHEREAS**, Interconnection Customer intends to install, own and operate a nominal 3.2 megawatt DC (3.2 MW) photovoltaic electric generating facility located within the City's Distribution System ("Generating Facility"); and

**WHEREAS**, Interconnection Customer and City have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with City's Distribution System and to establish the Parties' respective operating requirements, responsibilities, and protocols; and

**WHEREAS**, MC Power Companies, Inc. intends to transfer ownership of MCP-Rolla, LLC to Gardner Capital, Inc. ("Gardner") upon completion of the installation of the Generating Facility, as a result of which Gardner will become an additional party hereto as provided below; and

**WHEREAS**, MJMEUC has entered into a Master Renewable Power Purchase Agreement with MC Power Companies, Inc., the current owner of Interconnection Customer, for the sale and purchase of all output, capacity and net energy from solar generating facilities located in various MoPEP cities, including the Generating Facility; and

**WHEREAS**, in connection with the transfer of ownership of MCP-Rolla, LLC to Gardner Capital, Inc. or its affiliate, it is intended that MJMEUC, MCP-Rolla, LLC and Gardner Capital, Inc. will enter into a Renewable Power Purchase Agreement ("PPA") relating solely to the Rolla Generating Facility, substantially in the form attached hereto as Annex A, which will supersede and terminate the Master Renewable Power Purchase Agreement solely as it relates to the Rolla Generating Facility.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants set forth herein, the Parties agree as follows:

**1.0 Purpose; Definitions.**

1.1 The Parties have entered into this Agreement to govern the terms and conditions under which the Parties will interconnect and Interconnection Customer will operate the Generating Facility in parallel with the City's Distribution System. The technical requirements for interconnection are described in Annex C.

1.2 All capitalized terms used herein shall have the meaning set forth in the attached Glossary of Terms at Annex B, or if not defined therein, the meaning set forth in the PPA. In the event that the PPA is terminated as a result of MJMEUC exercising its rights under Section 2.9 of the PPA, the definitions set forth in the PPA that are used herein will be incorporated herein and continue to apply notwithstanding the termination of the PPA.

**2.0 Facility Specifications.** Attached as Annex C are Specifications for: a) the Generating Facility that Interconnection Customer proposes to design, construct, purchase, and own to interconnect with the City's Attachment Facilities to the Distribution System, including all equipment needed to make such connection; and b) the Attachment Facilities to be designed, constructed, purchased, and owned by City that will interconnect the Generating Facility to City's Distribution System to ensure the Distribution System's receipt of power from the Generating Facility. Interconnection Customer represents and warrants that, upon completion of construction of its facilities, it will own or control the Generating Facility identified in the Specifications attached hereto. City represents and warrants that, upon completion of construction or installation of the Attachment Facilities identified in the Specifications attached hereto, it will own or control the Distribution System as well as the Attachment Facilities. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations and Good Utility Practice.

**3.0 Maintenance and Repair.** Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the Facilities that it now owns or subsequently may own. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its Facilities, lines and appurtenances on its side of the point of change of ownership, the Point of Delivery. The City shall provide, at its expense, Attachment Facilities and/or other interconnection facilities that adequately protect the Distribution System, personnel, and other persons from damage and injury.

**4.0 Effective Date; Term.**

4.1 This Agreement shall become effective on the date it is executed by the Parties.

4.2 Interconnection service shall commence when all Interconnection Facilities and the Generating Facility have been constructed or installed, tested, and determined

to be operating properly as a part of the testing protocol that will determine the Commercial Operation Date under the PPA.

- 4.3 Unless terminated earlier in the event of default pursuant to Article 20.0 or by mutual agreement of the Parties, this Agreement shall terminate as of the date of termination of the PPA; provided, however, that if the PPA is terminated by exercise of MJMEUC's right to purchase the Generating Facility thereunder, pursuant to Section 2.9 of the PPA, MJMEUC will become the Interconnection Customer and this Agreement shall continue and remain in effect until terminated by the mutual agreement of City and MJMEUC (or until terminated by either City or MJMEUC in the event of default).
  - 4.4 Upon termination of this Agreement due to default, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the defaulting Party. If the Parties mutually agree to terminate this Agreement and to disconnect the facilities, the Parties shall work together in establishing the cost responsibility for disconnection.
  - 4.5 Upon termination of this Agreement, if Interconnection Customer is not in default and intends to continue operating the Generating Facility, City shall work with Interconnection Customer to develop reasonable, non-discriminatory rates, terms and conditions for interconnection and Wheeling Service over the facilities owned by City to permit Interconnection Customer to deliver energy from the Generating Facility to points outside of the City's Distribution System; no sales of energy from the Generating Facility shall be made to third parties located within the City's retail service area.
  - 4.6 The termination of this Agreement shall not relieve the Parties of their liabilities and obligations owed or continuing at the time of the termination. More generally, this Agreement shall continue in effect after termination to the extent necessary to provide for any final billings and payments for costs incurred hereunder; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the property or realty owned by the other Party to enable it to disconnect, remove or salvage its own facilities and equipment, to the extent permitted hereby.
- 5.0 **[Intentionally Omitted].**
- 6.0 **Provision of Interconnection Service.**
- 6.1 It is understood and agreed that the interconnection service provided hereunder is limited to the Distribution System, and that if Interconnection Customer wishes to obtain interconnection and/or transmission service on any transmission facilities owned by third parties, additional studies and/or facilities may be required, and



Interconnection Customer shall bear all related costs.

- 6.2 The City represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the 3.2 MW nameplate nominal capacity.

#### **7.0 Facilities Design.**

- 7.1 The City represents that it will coordinate with Interconnection Customer to analyze, design, and construct all Attachment Facilities necessary to permit the Distribution System to receive the total output of the Interconnection Customer's Facility as contemplated in the PPA. The City acknowledges that any fees for plan review, building permits and all other fees associated with land use or disturbance, zoning and construction of the Generating Facility are expected to be less than \$10,000 in the aggregate.
- 7.2 The City represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the PPA and this Agreement.
- 7.3 City shall have no obligation to modify its Distribution System to accommodate a higher capacity of the Generating Facility without mutual consent of the Parties.
- 7.4 Each Party warrants that its respective facilities will be designed, constructed, operated and maintained in accordance with Good Utility Practice.
- 7.5 If limitations on the Distribution System, arising from an intentional act or omission by the City, its employees, contractors or authorized agents, including, but not limited to, disconnecting the Generating Facility from the Distribution System or taking any intentional act or omission which prohibits, limits, reduces or diminishes the transfer of energy deliveries from the Generating Facility to MJMEUC (other than those actions necessary to complete repairs or upgrades to the Distribution System or to address an Emergency Condition), result in reductions or interruptions of energy deliveries to MJMEUC under the PPA, the City shall pay Interconnection Customer the difference between the amount actually due from MJMEUC and the amount that would have been due from MJMEUC under the PPA but for the City's actions to prohibit, limit, reduce or diminish the capability of the Distribution System to deliver output of the Generating Facility to MJMEUC.

#### **8.0 Construction and Cost Responsibility.**

- 8.1 Interconnection Customer shall design, construct, and pay all costs associated with the interconnection on the Project Site of the Generating Facility to the Attachment Facilities at the Point of Delivery. Subject to Section 14.2, City shall

be responsible for and pay all costs from the Point of Delivery to the Distribution System.

- 8.2 Upon reasonable notice to and supervision by a Party, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party's facilities and equipment, to the extent permitted hereunder, upon termination of this Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. It shall be the responsibility of the Interconnection Customer to acquire, at its sole cost and expense, any ingress and egress easements or other rights of access necessary to allow the Interconnection Customer and the City, and their respective successors and permitted assigns, the right of access to and from the Generating Facility, which shall necessarily include an ingress and egress easement in favor of City for such right of access.
- 8.3 The Parties will keep each other advised periodically as to the progress of their respective efforts and responsibilities. Either Party may, at any time, request a progress report from the other Party.

#### 9.0 Interconnection Specifications.

- 9.1 Point of Interconnection. The point of interconnection between the Interconnection Customer and the City shall be at the point on the Project Site where electric power from the Generating Facility is received by the Attachment Facilities as identified on the one-line diagram attached as Annex D to this Agreement. This is the Point of Delivery (also referred to as the Delivery Point) specified and defined in the PPA.
- 9.2 List and Ownership of Interconnection Facilities. The respective Interconnection Facilities to be constructed and associated ownership of the components thereof are identified in the Specifications attached to this Agreement as Annex C.
- 9.3 Applicable Technical Standards. The technical requirements and standards that apply to (a) the Generating Facility and (b) the associated Interconnection Facilities are identified in the Specifications attached to this Agreement.

10.0 **Metering.** Interconnection Customer shall be responsible for the reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of revenue-quality metering and data acquisition equipment. The metering and data acquisition equipment shall be installed at the Point of Delivery pursuant to Article III of the PPA. City shall permit MJMEUC to install check metering equipment if it elects to do so pursuant to Section 3.1 of the PPA. The metering (and data acquisition, as required) equipment shall conform to applicable industry rules and operating requirements, and shall be subject to the duties and obligations relating to metering equipment contained in the PPA.

11.0 **Equipment Testing and Inspection.**

11.1 Prior to the Commercial Operation Date, City shall test its Interconnection Facilities and Interconnection Customer shall test the Generating Facility to ensure their safe and reliable operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Each Party shall bear the cost of all such testing and modifications with respect to its own facilities.

11.2 Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be required by Good Utility Practice.

11.3 Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party shall have the right, at its own expense, to observe such testing.

12.0 **Temporary Disconnection.** Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

12.1 Under Emergency Conditions, the City may immediately suspend interconnection service and the Party whose equipment is experiencing an Emergency Condition may temporarily disconnect the affected equipment.

12.2 Each Party shall notify the other Party promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect service under this Agreement or the PPA. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action. The Party making the claim shall use Reasonable Efforts to coordinate with the other Party and minimize any reduction or temporary disconnection of the Generating Facility.

- 12.3 Each Party may in accordance with Good Utility Practice and in coordination with the other Party remove from service any of its respective Interconnection Facilities, the Distribution System, or the Generating Facility as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. To the extent feasible, routine maintenance requiring disconnection should occur between sunset and sunrise. In all circumstances, a Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.
- 13.0 **Assignment/Joinder.** This Agreement may be assigned upon prior written notice to and obtaining the consent of the other Party, provided that all permitted successors and assigns shall be subject to all rights and obligations contemplated herein:
- 13.1 Notwithstanding the foregoing, the Interconnection Customer shall have the right to assign this Agreement, without the consent of the City, for collateral security purposes to aid in providing financing for the Generating Facility as provided in Section 10.1 of the PPA, provided that the Interconnection Customer will promptly notify the City of any such assignment and provided that any such assignee shall be bound by any and all of the terms and conditions of this Agreement and the PPA.
- 13.2 Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.
- 13.3 The City acknowledges and hereby consents to the terms of MJMEUC's option to purchase the Generating Facility as specified in Section 2.9 of the PPA.
- 13.4 Contemporaneously with the transfer of ownership of MCP-Rolla, LLC, the new owner of MCP-Rolla, LLC shall execute and deliver to City and MJMEUC a joinder in the form attached hereto as Annex E, making the new owner of MCP-Rolla, LLC an additional party hereto, such that MCP-Rolla, LLC and its new owner will together constitute the Interconnection Customer. Notwithstanding any other provision of this Agreement, any such transfer of ownership of MCP-Rolla, LLC without delivery of the required joinder, which is not cured within thirty (30) days after notification by City, shall constitute an event of default by Interconnection Customer, and City shall have the right to terminate this Agreement upon 30 days' written notice.

#### 14.0 Modifications After Commercial Operation.

14.1 If a Party seeks to undertake a modification to its facilities that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential (excepting only where disclosure of such information shall be mandated by law), hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. Unless action is required more expeditiously to address an Emergency Condition or otherwise for reliable operation of the Distribution System, the Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

14.2 In the case of Generating Facility modifications, City shall provide, within thirty (30) days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System or City's Interconnection Facilities, or other modifications or upgrades necessitated by such proposed modifications to the Generating Facility, and a good faith estimate of the costs thereof. Interconnection Customer shall be responsible for costs of all such modifications or upgrades due to Generating Facility modifications identified after approval of the Final Design of the Generating Facility and Interconnection Facilities by both Parties.

14.3 Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this Agreement and Good Utility Practice.

15.0 **Indemnity.** The Parties hereby mutually indemnify and hold harmless each other from liability as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 16.0. However, the City's obligations to indemnify under this Section 15 and this Agreement shall at all times remain subject to any limitations imposed upon the authority of a municipal corporation and political subdivision to provide indemnification under Missouri law, and shall not constitute a waiver of City's sovereign immunity, and said obligations shall arise only after full observance and compliance with the provisions of, and shall not in any way waive the right of the City to assert a defense founded in sovereign immunity, or founded in compliance with the provisions of, Article VI, Section 23, and Article VI, Section 25, of the Missouri Constitution.

15.1 Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions against

each other or relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties or to each other, arising out of or resulting from the indemnifying Party's negligent or intentional action or inaction or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 15.2 If a Party is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 15.3 If a Party is obligated to indemnify and hold any indemnified Party harmless under this article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 15.4 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.
- 15.5 Each Party shall obtain insurance from a financially reputable insurer licensed to do business in the State of Missouri in the forms and amounts listed in Annex F. Each party shall name the other party as an "Additional Insured" on such policies and provide each other with certificates of insurance evidencing that all of the required coverages are in force and have been endorsed to provide that no policy will be cancelled or materially altered without first giving the Additional Insured thirty (30) days' advance notice.
- 16.0 **Consequential Damages.** Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, or cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
- 17.0 **Third Party Beneficiaries.** No third party beneficiary rights are created under this Agreement.
- 18.0 **Waiver.** No waiver by a Party of one or more defaults by the other Party in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character. Any

waiver by a Party of any of its rights or remedies hereunder shall be valid only as and to the extent expressly stated in a written notice of waiver provided to the other Party.

## 19.0 Force Majeure.

19.1 A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or part due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed.

19.2 Notwithstanding anything in the Agreement to the contrary, Force Majeure shall not mean:

- (a) Inclement weather affecting construction, start-up, operation, or decommissioning of the Generating Facility or related facilities.
- (b) Changes in market conditions, governmental action, or weather conditions that affect the cost of producing energy at the Generating Facility or affect the price of energy that could be obtained from sources other than the Generating Facility.
- (c) Unavailability of sunshine.
- (d) Unavailability of equipment, repairs or spare parts for the Generating Facility, except to the extent due to qualifying event of Force Majeure.
- (e) Inability to obtain, maintain or renew any Permit or any delay in obtaining, maintaining, or renewing any Permit.
- (f) Litigation or administrative or judicial action pertaining to the Agreement, the site, the Generating Facility, the acquisition, maintenance or renewal of financing or any permits, or the design, construction, maintenance or operation of the Generating Facility.

19.3 In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable after the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

## 20.0 Breach and Default.

20.1 A Party shall be considered in breach of this Agreement upon:

- (a) The failure to comply with any material term or condition of this Agreement. The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to

the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator.

- (b) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.
  - (c) The failure of the Party to provide access rights, or the Party's attempt to revoke or terminate such access rights, as provided under this Agreement.
  - (d) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
- 20.2 Upon the occurrence of an event of breach, the Party not in breach may give written notice of the breach to the breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon an occurrence described in part (b) of Section 20.1 of this Agreement, the Party experiencing such occurrence shall notify the other Party in writing within seven (7) Business Days after the commencement of such occurrence. Upon receiving written notice of a breach hereunder, or providing notice pursuant to the previous sentence, the breaching Party shall immediately commence in good faith all steps as are reasonable and appropriate to cure the breach and shall thereafter diligently pursue such action to completion. In the event the breaching Party fails to cure a breach described in Section 20.1 (a) (c) (d) or (e) within thirty (30) days of notification or fails to cure a breach described in Section 20.1(b) within fifteen (15) days of notification, the breaching Party shall be in Default of this Agreement.
- 20.3 Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) terminate this Agreement as of a date set forth in notice to the Defaulting Party; (ii) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and/or (iii) exercise such other rights and remedies as it may have in equity or at law including but not limited to damages arising out of the Default.

## 21.0 Disputes.

- 21.1 Any claim or dispute that a Party may have against the other Party arising out of the Agreement shall be submitted in writing ("Notice of Dispute") to such other Party. The submission of a Notice of Dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.
- 21.2 The Parties shall attempt to resolve through informal means any dispute for which a Notice of Dispute is provided, including mediation. Failing such informal resolution, a Party may initiate any appropriate legal action in a court of



competent jurisdiction, subject to the provisions set forth hereafter or initiate binding arbitration. This Agreement shall be deemed to have been entered into in Phelps County, Missouri, is a Missouri contract governed by the laws of the State of Missouri, and has as its sole subject matter the construction and operation of the Generating Facility. Accordingly, the parties stipulate and agree that, for any legal action necessary to remedy a breach or default of this Agreement, or for the enforcement of any of the provisions of this Agreement, or for any other purpose related to this Agreement, venue shall be proper in the Circuit Court of Phelps County, Missouri, and any such legal action shall be brought in the Circuit Court of Phelps County, Missouri. For these same reasons, in addition to the reasons that the Interconnection Customer is entering into an agreement with the City within the State of Missouri and that the Interconnection Customer is transacting business within the State of Missouri, and in the event any legal action shall be commenced concerning this Agreement, the consents and submits to the jurisdiction of the State of Missouri in and over the person of the , and Interconnection Customer further consents to the issuance and service of process within or without the State of Missouri, whether Interconnection Customer is now a resident of the State of Missouri or is at the time of the commencement of such legal action a resident of the State of Missouri.

22.0 **Amendment.** This Agreement, or any part thereof, may not be amended or modified other than by a written document signed by the Parties.

23.0 **Notices.** Any permissible notice or request made by a Party regarding this Agreement shall be made to the representative of the other Party as indicated below:

**City:**

City of Rolla  
P.O. Box 979  
901 North Elm Street (*physical address*)  
Rolla, Missouri 65402  
Attention: John D. Butz, City Administrator; Phone: 573.426.6948

Rolla Municipal Utilities  
P.O. Box 767  
102 West 9<sup>th</sup> Street  
Rolla, Missouri 65402  
Attention: Rodney P. Bourne, General Manager, Rolla Municipal Utilities;  
Phone: 573.364.1572

**Interconnection Customer:**

MCP-Rolla, LLC  
4031 NE Lakewood Way  
Lee's Summit, Missouri 64064

Attention: Tony Ross  
Phone: 816-251-4700

With a copy to:

Seigfreid Bingham, P.C.  
911 Main, Suite 2800  
Kansas City, Missouri 64105  
Attention: Timothy Fisher

- 24.0 **Conflict and Inconsistencies with Agreement.** Nothing in this Agreement is intended to contradict the terms of the PPA. To the extent a conflict arises between this Agreement and the PPA, the terms of the PPA shall prevail. The parties to the PPA may decide to amend the PPA at any time, and from time to time, as they determine; provided, however, that in the event that any such amendment to the MRPPA impacts the legal or pecuniary interests of the City, or impacts the ability of the City to continue the safe and efficient operation of its Distribution System, such amendment will not be binding upon the City unless the City has consented in writing to such amendment.
- 25.0 **Governing Law.** The Agreement is made in the State of Missouri and shall be interpreted and governed by the laws of the State of Missouri and/or the laws of the United States, as applicable.
- 26.0 **Relationship of Parties.** The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between City and Interconnection Customer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 27.0 **Good Faith and Fair Dealing; Reasonableness.** The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.
- 28.0 **Severability.** Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s)

with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

29.0 **Cooperation.** The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement, including such reasonable actions as necessary to assist Interconnection Customer to obtain Project financing. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement.

30.0 **Condition of City's Obligation to Perform.** Each and every obligation of City to be performed hereunder shall be subject to and contingent upon the occurrence of the successful closing of a certain sale and purchase transaction by and between Rolla Community Development Corporation (as "Seller") and Interconnection Customer (or MCP-Rolla, LLC) (as "Buyer") pursuant to a certain written agreement therefor entered into by Seller and Buyer on or about November 15, 2015.

IN WITNESS WHEREOF, City and Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

MCP-Rolla, LLC

  
\_\_\_\_\_  
President – Anthony Ross

11-24-15  
Date

City of Rolla, Missouri

  
\_\_\_\_\_  
Mayor, City of Rolla

11/13/2015  
Date

  
\_\_\_\_\_  
Attest: Legal Counsel

11/16/15  
Date

**Annex A**

**Form of  
Renewable Power Purchase Agreement**

**Between**

**Missouri Joint Municipal Electric Utility Commission**

**MCP-Rolla, LLC**

**And**

**Gardner Capital, Inc.**

**For The**

**Rolla Solar Generating Project**

[Note: the actual project-specific PPA will not be signed until Gardner acquires MCP-Rolla, LLC, so what we'll be attaching here is the unexecuted version]

## Annex B

### GLOSSARY OF TERMS

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Attachment Facilities** – All facilities needed to connect the Generating Facility to the Distribution System, in order to be capable of receiving the total output of the Interconnection Customer's Facility.

**Default** – The failure of a breaching Party to cure its breach under the Agreement, as provided in Section 20.0.

**Distribution System** – The City's facilities and equipment used to receive and transmit electricity from its points of receipt (including the interconnection with the Generating Facility) to the ultimate usage points such as homes and industries within the City of Rolla, including any Attachment Facilities that are necessary to physically and electrically interconnect and receive electricity from the Generating Facility pursuant to this Agreement.

**Emergency Condition** – A condition or situation requiring actions or inactions deemed necessary by the sole but reasonable judgment of the Party in order to (i) comply with any order issued by the applicable Reliability Coordinator under NERC reliability standards, (ii) preserve public health and safety, (iii) limit or prevent damage, or (iv) expedite restoration of service. For purposes of this definition, ability of a Party to purchase energy at a price lower than the Guaranteed Price shall not be considered as a condition or situation that would impact public health or safety or create damage.

**Facilities** – The Distribution System, the Interconnection Facilities, and/or the Generating Facility, as applicable.

**Generating Facility** – The Interconnection Customer's facility and equipment used to generate and transmit electricity through the Attachment Facilities to the Distribution System.

**Interconnection Facilities** – The Attachment Facilities owned by the City and the facilities or equipment owned by the Interconnection Customer that connect the Generating Facility to the City's Distribution System.

**MJMEUC** – Missouri Joint Municipal Electric Utility Commission.

**Party or Parties** – The City, the Interconnection Customer or both.

**Point of Delivery – (or Delivery Point)** The point of interconnection on the Project Site between the Generating Facility and the City’s Attachment Facilities , as depicted and labeled by a dashed line of demarcation in the one-line drawing attached as Annex D hereto.

**Project Site** – The specific location of the Generating Facility as shown in Annex C.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Wheeling Service** – The transfer of electric power generated by Interconnection Customer through the City Distribution System to service areas outside the City’s Distribution System.

## Annex C

### PROJECT SITE DESCRIPTION, SPECIFICATIONS FOR THE GENERATING FACILITY AND DESCRIPTION OF THE TECHNICAL REQUIREMENTS OF THE INTERCONNECTION FACILITY

**Preliminary  
Description Of The  
Project Equipment:  
(Brand names may change)**

The 3.20MW photovoltaic solar power installation to be developed and completed by Interconnection Customer includes the following facilities, equipment and technical specifications:

- 10,152 JA Solar Panels (JAP672P-315/3BB) rated at 315 watts each
- 188 - 2 X 27 Applied Energy Technologies Racking Sections containing 54 Panels each
- The tilt is 25 degrees and the azimuth is 180 degrees
- 4 – 630kW Utility Grade SMA Inverters (Sunny Central 630CP-US)
- 36 – SolarBOS Combiner Boxes with load-break DC disconnect (inputs will vary)
- 4 SolarBOS Load Break Disconnect enclosure
- 2 - 1250kVA Sunbelt Pad Mount solar step-up transformers
- Approximately 3,454 +/- lineal Ft. of a 6 foot high security fence
- 1 – Data Acquisition System and DECK Revenue-quality metering equipment. A web based monitoring system that monitors at zone level. This is an efficient way to monitor the production output of the system. If there is an outage, one can quickly resolve the source of the problem.

**Description of  
Rolla Equipment:**

The City of Rolla is in the process of designing their MV tie in. Details will be provided once that information is finalized. The tie in voltage for this project is 12.47kV.





Annex E

FORM OF JOINDER

This Joinder to the Interconnection and Operating Agreement (“Interconnection Agreement”) between Rolla Municipal Utilities and the City of Rolla, Missouri (the “City”) and MCP-Rolla, LLC (“Interconnection Customer”) (this “Joinder”) is executed and provided as of the [ ] day of [ ] (“Effective Date”) by [New Owner of MCP-Rolla, LLC].

As of the Effective Date, [New Owner of MCP-Rolla, LLC] has acquired ownership of MCP-Rolla, LLC, and, by the execution and delivery of this Joinder, acknowledges and agrees to become an additional party to the Interconnection Agreement, and that as of the Effective Date [New Owner of MCP-Rolla, LLC] and MCP-Rolla, LLC shall together constitute the Interconnection Customer thereunder. [New Owner of MCP-Rolla, LLC] hereby acknowledges, agrees and confirms that, by its execution of this Joinder, as of the Effective Date, it shall (without limitation) (i) be deemed to be a signatory to the Interconnection Agreement, (ii) be deemed to have made the representations and warranties of Interconnection Customer set forth in the Interconnection Agreement, and (iii) agree to be bound by the terms of the Interconnection Agreement.

As of the Effective Date, the addresses for notices to Interconnection Customer shall be as follows, and Section 23.0 of the Interconnection Agreement is deemed amended to reflect this information:

MCP-Rolla, LLC  
[Street]  
[City, State, Zip Code]

[New Owner of MCP-Rolla, LLC]  
[Street]  
[City, State, Zip Code]  
Attention:

IN WITNESS WHEREOF, [New Owner of MCP-Rolla, LLC] has caused its duly authorized officer to sign this Joinder on the date first set forth above.

[New Owner of MCP-Rolla, LLC]

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

IV.A.25

**Annex F**

**LIST OF INSURANCE POLICIES**

<b>Policy</b>	<b>Carrier</b>	<b>Insured</b>
General Liability		City of Rolla/Rolla Municipal Utilities
Solar Energy Coverage (Property Damage)		Interconnection Customer
Solar Energy Business Income Endorsement		Interconnection Customer
General Liability		Interconnection Customer

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police SUV's

BUDGET APPROPRIATION: \$353,500 total vehicle budget

DATE: November 15, 2021

---

Commentary:

On September 21, we went out for bids on new, 2022 model year, all-wheel drive, pursuit package SUV's.

Due to auto manufacturer parts shortages, we were informed that Chevrolet and Dodge would not be able to meet the original bid opening deadline, as their dealers were unable to even access the order banks to figure out a price. In an attempt to accommodate all three major police auto manufacturers, we extended the bid opening date to November 3<sup>rd</sup>.

We later found out that the order banks for Chevrolet had already been locked out in September, and they would not be able to provide us with a bid during this fiscal budget year. As of November 3, most Dodge dealers were also unable to access their order banks and were not able to bid.

On November 3<sup>rd</sup>, bids were opened. We received one qualifying bid for these vehicles (one bid arrived late).

<u>Dealership</u>	<u>Model</u>	<u>Per Vehicle Price</u>
Hutcheson Ford (St. James)	Ford Police Interceptor Utility	\$40,550.00
Ed Morse Ford (Lebanon)	Ford Police Interceptor Utility	\$40,974.00 (Late bid)
Joe Machens Ford (Columbia)	Ford Police Interceptor Utility	\$40,844.00 (State bid)
Landmark Dodge (Independence)	Dodge Durango	\$36,041.34 (State bid)

Recommendation:

It is staff recommendation that Council award the bid to Landmark Dodge and purchase five (5) 2022 Dodge Durango Pursuit SUV's for a total cost of \$180,206.70.

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

V. A. I



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police Car/Sedan

BUDGET APPROPRIATION: \$353,500 total vehicle budget

DATE: November 15, 2021

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Commentary:

On September 21, we went out for bids on a new, 2022 model year, all-wheel drive, pursuit package police car/sedan.

Due to auto manufacturer parts and shortages, we were informed that Chevrolet and Dodge would not be able to meet the original bid opening deadline, as their dealers were unable to even access the order banks to figure out a price. In an attempt to accommodate all three major police auto manufacturers, we extended the bid opening date to November 3<sup>rd</sup>.

The only manufacturer that currently offers a pursuit package police car/sedan is Dodge. As of November 3, most Dodge dealers were unable to access their order banks and were not able to bid.

On November 3<sup>rd</sup>, bids were opened. We received no bids.

The State bid on a 2022 Dodge Charger is with Landmark Dodge (Independence) for \$29,440.04. However, Behlman Dodge (Troy) contacted us and informed us that they have one Dodge Charger AWD on their lot which meets all specifications, with the exception that it is a 2021, for \$28,999. It would be available immediately.

Recommendation:

It is staff recommendation that Council approve a motion to purchase a 2021 Dodge Charger from Behlman Dodge for a total cost of \$28,999.

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ITEM NO. V. B. 1



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police Vehicle Equipment

BUDGET APPROPRIATION: \$353,500 total vehicle budget

DATE: November 15, 2021

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Commentary:

At the same time we went out for bids on new police vehicles, we solicited bids for equipment for these vehicles, including lights, sirens, speakers, consoles, etc.

No bids were received.

We then solicited quotes from three reputable vendors, which were as follows:

<u>Dealership</u>	<u>Total Price</u>
Public Safety Upfitters	\$59,329.00
Don Brown	\$65,648.00
Federal Signal	\$89,736.96

Recommendation:

It is staff recommendation that Council approve a motion to purchase new vehicle equipment from Public Safety Upfitters for a total cost of \$59,329.00.

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ITEM NO. V.C.1





CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chiefs Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: SWAT Headsets

BUDGET APPROPRIATION: \$715,000

DATE: November 15, 2021

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Commentary:

On October 4, we gave a presentation on the purchase of new public safety radios. The write-up for that presentation included the necessary replacement of our SWAT headsets with headsets that would work specifically with the new radios. However, the approval of the headset purchase was inadvertently left out of the motion and not discovered until later.

At that time, we had solicited quotes in May from the sole suppliers of these headsets, with Advantage Police Supply (Waukesha, WI) having the lowest quote. Since that time, all three suppliers have stated they cannot honor the quotes from May, as there has been a price increase. We have requested updated quotes, and they are as follows:

Advantage Police Supply	\$17,122.40
Wireless USA/Motorola Solutions	\$18,720.00
NRRoute Emergency Vehicle Outfitters	\$19,653.55

Advantage Police Supply is still the lowest vendor; however, there is an increase of \$2,156.40 to their original quote.

The purchase of these fifteen (15) headsets was factored into our overall radio project, which had a \$715,000 budget appropriation in the Police budget.

Recommendation:

It is staff recommendation that Council approve a motion authorizing the purchase of fifteen (15) SWAT headsets from Advantage Police Supply for \$17,122.40.

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ITEM NO. V. D. 1



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Tactical Vest Plates

BUDGET APPROPRIATION (IF APPLICABLE): \$22,000

DATE: November 15, 2021

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Commentary:

In 2016, we purchased tactical vests from First Spear, LLC, which was the lowest bidder in our bid process. The armored plates in these vests have a service life of five years, and we have budgeted to replace them this fiscal year. This purchase will need to be made from First Spear, LLC, as the plates will need to fit the vests that we currently have. We have been given an itemized estimate of \$22,243.92.

Recommendation:

It is staff recommendation that Council approve a motion to purchase replacement tactical vest plates from First Spear, LLC, at an estimated cost of \$22,243.92.

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

V. E. 1

