

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Tuesday, January 16th, 2024; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

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

PLEDGE OF ALLEGIANCE
Councilwoman Steen

I. PUBLIC HEARINGS – None

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

A. Police Chief Sean Fagan – Presentation of Life Saving awards.

III. OLD BUSINESS –

- A. **Ordinance** authorizing a Solar Ground Lease Agreement with Vichy Solar LLC. (PW Director Darin Pryor) **Final Reading**
- B. **Ordinance** authorizing an agreement with IMS Professional Services for Pavement Condition Assessments. (PW Director Darin Pryor) **Final Reading**
- C. **Ordinance** calling for an April 2024 election on the 3% tax on adult-use marijuana. (City Administrator John Butz) **Final Reading**
- D. **Ordinance** to enter into an agreement with SAK Construction, LLC for Sanitary Sewer Lining (PW Director Darin Pryor) **Final Reading**

IV. NEW BUSINESS –

V. CLAIMS and/or FISCAL TRANSACTIONS –

A. **Resolution** to revise the (year-end) FY 2023 Budget. (Finance Director Steffanie Rogers)

VI. CITIZEN COMMUNICATION

VII. MAYOR/CITY COUNCIL COMMENTS

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION –

A. Closed Session per RSMo 610.021- (1) legal and (2) Real Estate

X. ADJOURNMENT -

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Airport Solar Lease

BUDGET APPROPRIATION (IF APPLICABLE) - DATE: 01-16-24

COMMENTARY:

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

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

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

Summary of Changes since the last meeting:

- Revised language to Paragraph 27.(a)(i) restricting assignment to companies owned or controlled by any entity that the United States Government has listed as a target or that is subject of sanction without prior written consent.

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

ORDINANCE NO.

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

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

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

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

KEY LEASE TERMS:

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

SOLAR GROUND LEASE AGREEMENT

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

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

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

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

AGREEMENT

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

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

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, any new, existing, additional or repowered (i) buildings and parking areas; (ii) solar power generating equipment, inverters, racking, foundations and concrete pads, mounting and tracking systems, monitoring systems, solar collectors, solar energy conversion systems and other power generation facilities, of any type or technology (the “**Solar Equipment**”); (iii) transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires, and support structures; (iv) overhead and underground control, communications and radio relay systems; (v) substations, power blocks, interconnection and/or switching facilities and electric transformers; (vi) energy storage facilities and batteries of every kind or description; (vii) meteorological and sunlight measurement, research or development equipment; (viii) water pipelines and pumping facilities; (ix) control, maintenance, administration, and security buildings; (x) utility installations; (xi) safety protection facilities; (xii) laydown areas and maintenance yards; (xiii) roads, road-

related structures and erosion control facilities; (xiv) signs and fences; and (xv) other improvements, facilities, machinery and equipment in any way related to or associated with any of the foregoing (collectively, “**Facilities**”);

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

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

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

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

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

(b) Power Facility Effects. An easement for any audio, visual, view, light, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Development Activities conducted, or Facilities installed, upon the Premises, including but not limited to rights to cast shadows and reflect glare onto the adjoining premises owned by Landlord, from the Solar Equipment and/or any and all other Facilities, wherever located.

(c) Clearance Rights. An easement to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises, or any adjoining or adjacent real property owned by Landlord, which might obstruct receipt of or access to

sunlight throughout the Premises or interfere with or endanger the Facilities or Tenant's Development Activities, as determined by Tenant.

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

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

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

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

4. Lease Term.

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

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

5. Diligence Period.

(a) Starting on the Effective Date and continuing through the earliest to occur of (i) the third anniversary of the Effective Date, (ii) the earlier termination of this Lease, or (iii) the Rent Commencement Date (such period, the "**Diligence Period**"), Tenant (and its agents) shall be permitted access to the Premises at reasonable times and upon commercially reasonable notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Premises as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of title, existing or potential use of the Premises, environmental, biological, cultural, historical, tax and appraisal, boundary or geotechnical matters; conducting studies of solar radiation, solar energy and other meteorological data (including the installation and use of meteorological towers and solar energy measurement equipment); conducting soils tests and studies, environmental, endangered/threatened species

and archaeological assessments and surveys; investigating and pursuing land use, permitting and energy development regulatory matters.

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

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

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

6. Termination of Lease.

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

7. Rent Commencement.

(a) Tenant’s obligation to pay Rent (defined in Section 8(a)) and Taxes (as defined in Section 16) shall commence on the earlier of (i) date identified by Tenant in a written notice to Landlord in substantially the form attached hereto as Exhibit C or (ii) the Construction Commencement Date (defined below), as confirmed by written notice from Tenant to Landlord (the earlier of such dates, the “**Rent Commencement Date**”). The “**Construction Commencement Date**” shall mean the date that Tenant moves construction equipment (including road graders, bulldozers or other road construction equipment) onto the Premises and begins clearing roads; *provided*, however, that (x) moving such equipment onto the Premises and clearing of roads in connection with the following preliminary due diligence activities shall not be considered commencement of construction: environmental studies, solar measurement studies, geotechnical studies, surveys, engineering studies, core sampling, installing solar measurement equipment, or transporting materials, or (y) actions taken on the Premises solely for the purpose of qualifying the System for any federal tax production or investment credit or other similar tax credits related to the

production of energy from or installation of System, shall not, for the purposes of this Lease, cause the Construction Commencement Date to occur. For the avoidance of doubt, any work performed by or on behalf of the servicing utility company to upgrade or install electrical equipment in preparation for Tenant's construction of the Premises shall not be considered to be the Construction Commencement Date or to trigger the Rent Commencement Date. If before the expiration of the Diligence Period (including any extension thereof), Landlord has not received notice of Tenant's election to either terminate the Lease or to continue the Lease and proceed with the Rent Commencement Date, then Landlord may send Tenant a written request for confirmation of such election. Thereafter, Tenant shall respond with written confirmation of either (1) the occurrence of Rent Commencement Date or (2) Tenant's election to terminate the Lease in accordance with Section 3(d). Tenant's failure to respond in writing within fifteen (15) days following receipt of Landlord's request shall result in Tenant's deemed election to terminate this Lease.

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

8. Rent; Payment Schedule; Rent Escalation.

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

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

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

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

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

10. Crops. Prior to the Rent Commencement Date, Landlord may plant farm crops or enter into a lease for the planting of farm crops on the Premises; provided, that Landlord shall provide Tenant with

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

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

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

13. Use and Occupancy. The use of the Premises by Tenant shall be for the Intended Use or any other lawful uses that are incidental to, or not inconsistent with, the Intended Use. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Rent Commencement Date. Following the Rent Commencement Date, neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted hereunder. Moreover, during the Term, Landlord covenants and agrees that it will not (i) materially interfere with or prohibit the free, uninterrupted and complete use and enjoyment by Tenant of the rights granted by this

Lease; (ii) take any action or permit any condition to exist on the Premises or adjacent property owned or controlled by Landlord which will materially interfere with the availability or accessibility of the solar resource on or to the Premises; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Premises; or (iv) take any action which will materially impair Tenant's access to the Premises for the purposes specified in this Lease, materially obstruct access to the solar resource on, over or across the Premises, or materially impair Tenant's access to any or all of the Facilities.

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

15. Effect of Termination or Expiration.

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

(b) In the event Tenant is not required by any state or local jurisdiction with authority over the Project to post security for the removal of the Facilities and remediation of the Premises, Lessee agrees to post security or other financial assurances to cover the estimated remediation costs associated with decommissioning and removal of the Facilities on the Premises described in Section 15.(a) (the "**Remediation Requirements**"), less the salvage value of the Facilities (the "**Remediation Security**"). The Remediation Security shall be equal to the estimated amount, if any (the "**Net Removal Costs**"), by which the cost of the removal and remediation of the Facilities exceeds the salvage value of the Facilities, which Net Removal Costs shall be determined as set forth below. To the extent that the Net Removal Costs are zero (or negative), the Remediation Security shall not be required; provided, however, that Tenant shall re-evaluate the need for Remediation Security every five (5) years after the tenth (10th) anniversary of the Effective Date. The Remediation Security shall be, at Tenant's option, any of the following: corporate security bonds, a surety bond from an insurance company with a Best's Rating of not less than A-, a guarantee of the decommission obligations from a creditworthy entity, a letter of credit issued by a

creditworthy financial institution, a cash deposit or other security reasonably acceptable to both Parties. The Remediation Security shall be posted no later than the tenth (10th) anniversary of the Initial Term Start Date. The Net Removal Costs shall be determined by an independent engineer mutually selected by the Parties. If the Parties cannot agree upon an independent engineer within thirty (30) days, then the independent engineer shall be selected by a state district judge located in the county in which the Premises are located. The decision of such independent engineer (however selected) as to the Net Removal Costs shall be conclusive as between and binding upon the Parties hereto. The cost incurred for the services of the independent engineer shall be borne by the Tenant. If Tenant fails to timely comply with the Remediation Requirements and such failure remains uncured after all applicable notice and cure periods, then Lessor may draw on the Remediation Security for the purpose of removing any of the Facilities and completing the Remediation Requirements.

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

16. Taxes.

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

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

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

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

successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Tenant.

18. Condemnation.

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

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

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

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

19. Default. In the event of any alleged default or failure to perform any obligation under this Lease ("**Default**"), the non-defaulting Party shall give written notice thereof to the alleged defaulting Party and any Mortgagee that has, in writing to the noticing Party, requested Default notice copies, which notice shall include the acts required to cure the same with reasonable specificity ("**Notice of Default**"). The Party given notice of failure to make any monetary payment when due shall have a period of forty-five (45) days after such notice is given within which to make the payment and cure such default. In the event of any other failure, the defaulting Party shall have a period of forty-five (45) days within which to cure such Default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within forty-five (45) days after such Notice of Default is given and thereafter prosecuted with due diligence. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Except as qualified by Section 28 of this Lease, upon an uncured Default by a defaulting Party under this Lease, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative; *provided, however*, at all times while there are Facilities located on the Premises, Landlord shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or

reformation of this Lease is sought as a remedy, and Landlord shall be limited to seeking damages in the event of any failure by Tenant to perform its obligations hereunder; further provided, however, that if Tenant fails to pay to Landlord within the time specified by any court of last resort with jurisdiction any damages awarded Landlord by such court, then Landlord may, after giving a Notice of Default and subject to the provisions of Section 28, terminate this Lease. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (i) subrogation rights therefor and (ii) prompt reimbursement from the defaulting Party for the actual, reasonable, and verifiable out-of-pocket costs of such payment or performance. Tenant may, in its sole discretion, elect to cure a Default on the part of Landlord, in which case Tenant shall be entitled to offset future payments of Rent or other amounts due to Landlord hereunder with the reasonable and documented out of pocket expenses incurred by Tenant in pursuing to cure such Default.

20. Indemnifications.

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

(b) Indemnity by Landlord. **SUBJECT TO AND WITHOUT WAIVING SOVEREIGN IMMUNITY, LANDLORD SHALL DEFEND, INDEMNIFY AND HOLD TENANT, AND TENANT’S DIRECTORS, OFFICERS, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, MORTGAGEES, AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, AGENTS, INVITEES, GUESTS, SUCCESSORS AND PERMITTED ASSIGNS (“TENANT’S AGENTS”) HARMLESS FROM AND AGAINST ALL DEFAULTS AND MISREPRESENTATIONS BY LANDLORD (SUBJECT TO APPLICABLE CURE PERIODS) AND ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, (X) CLAIMS FOR DAMAGE TO PROPERTY OR DEATH OF OR INJURY TO PERSONS AND (Y) ATTORNEYS’ FEES AND DISBURSEMENTS) RESULTING FROM THE ACTIVITIES OF LANDLORD AND LANDLORD’S AGENTS ON, ABOUT OR WITH RESPECT TO THE PREMISES; EXCEPT TO**

THE EXTENT THAT SUCH CLAIMS ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT'S AGENTS. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 20(B), LANDLORD SHALL NOT BE RESPONSIBLE FOR INDEMNIFYING TENANT FOR THE IMPACTS OF DUST OR OVERSPRAY OF NUTRIENTS THAT ARE PART OF NORMAL FARMING ACTIVITIES ON LAND OWNED BY TENANT ADJACENT TO THE PREMISES.

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

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

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

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

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

23. Landlord's Representations and Warranties.

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

- (i) Landlord owns the Land in fee simple, and has all requisite right, power and authority to enter into this Lease, without the consent or joinder of any party not joining in the execution hereof;
- (ii) no hazardous or toxic substances have been released or manufactured, or are present on the Premises in amounts in excess of the lawful limit absent a permit;

- (iii) Landlord has not received any notice of any Taking, zoning change or legal noncompliance relating to the Premises;
- (iv) the Premises are free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;
- (v) there are no service or maintenance contracts affecting the Premises;
- (vi) there are no delinquent or outstanding Taxes, liens or other impositions levied or assessed against the Premises or any larger parcel of Premises of which the Premises is a part;
- (vii) except for this Lease, there are no leases, options to purchase, license agreements or other third-party rights to use or possess the Premises, whether written or oral, recorded or unrecorded, except as set forth on Exhibit B attached hereto and made a part hereof;
- (viii) Landlord is not in the hands of a receiver nor is an application for such a receiver pending, nor has Landlord made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy nor is Landlord a defendant in any ongoing or pending litigation proceedings;
- (ix) if Landlord is a limited partnership, trust, limited liability company, corporation or other business entity, the undersigned representatives of Landlord have full power and authority to execute and deliver this Lease; and
- (x) if Landlord is one or more natural persons, except for the spouse identified on the signature page to this Lease, such natural persons are unmarried.

24. Insurance.

(a) During the Term, Tenant shall maintain the following policies of insurance, at Tenant's cost and expense, a policy or policies of insurance providing Commercial General Liability Insurance for Tenant's liability arising out of claims for bodily injury (including death) and property damage, in each case having coverage not less than \$1,000,000.

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

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

- (a) Landlord shall not, without the prior written consent of Tenant,
 - (i) institute or consent to any rezoning of the Premises;
 - (ii) further encumber or suffer to exist the further encumbrance or Transfer of the Premises (except as caused by or on behalf of Tenant) except in accordance with Section 27 of this Lease; or

- (iii) cause or permit any activities or conditions that would impair operation of the System (including, without limitation, by erecting or permitting to be erected any cell towers, water towers, billboards, silos, trees or any other natural or man-made structures to be placed, constructed, or to otherwise exist on any real property owned or controlled by Landlord that may diminish the quantity and quantity of sunlight that otherwise would reach the System or any portion thereof).

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

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

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

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

(a) Assignment by Tenant; Mortgage by Tenant.

- (i) Landlord hereby consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant’s interest in the Agreement, the Facilities or the Solar Equipment or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to Tenant’s interest in the Agreement, Premises, the Facilities or the Solar Equipment (collectively “**Assignment**”) to one or more persons or entities that qualify as a Permitted Assignee. A “**Permitted Assignee**” means either (1) an Affiliate or Subsidiary of Tenant or (2) a third party not affiliated with Tenant that has (A) operations of utility scale energy generation facilities that, in the aggregate, total one hundred (100) MW or greater of general capacity, (B) a minimum net worth of Fifty Million Dollars (\$50,000,000.00) and (C) the ability to fulfill the obligations of Tenant under this Agreement. An assignment of Tenant’s interest in the Agreement or Facilities to any other entity other than a Permitted Assignee shall require Landlord’s consent, which shall not be unreasonably withheld. Further, any assignment of Tenant’s interest in the

Agreement or Facilities to an entity that is fifty percent (50%) or more owned (individually or in the aggregate) by, or otherwise controlled by, any entity that the United States Government has listed as a target or that is the subject of sanctions shall not be allowed without the prior written consent of Landlord. No Landlord consent shall be required for any change in ownership of Tenant, provided Tenant shall notify Landlord promptly following to the occurrence of any such Assignment.

- (ii) Landlord further hereby consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Lease, Premises, the Facilities and/or in any Solar Equipment to any Mortgagee (defined below) as security for the repayment of any indebtedness and/or the performance of any Mortgage (defined below). If any additional consent is needed, Landlord shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this Section 27. All Assignees will be subject to all of the obligations, covenants and conditions applicable to Tenant under this Lease. Upon Tenant's assignment of its entire interest under this Lease as to all or any portion of the Premises, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Landlord shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Lease, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Lease that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. As used in this Lease, (1) the term "Mortgagee" means, collectively, any financial institution or other person or entity that from time to time provides debt or equity financing for or otherwise encumbers some or all of Tenant's or an Assignee's interest in the Agreement, the Facilities or Solar Equipment, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (2) the term "Mortgage" refers to the mortgage, deed of trust or other security interest in this Lease, the Facilities and/or the Solar Equipment given to a Mortgagee in connection with such financing and (3) the term "Mortgaged Interest" refers to the interest in this Lease, the Premises, the Facilities and/or the Solar Equipment, that is held by the Mortgagee.

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

(c) Division into Separate Agreements. Tenant may divide the leasehold and easement rights and interests granted hereunder to accommodate two (2) or more separate Projects or phases of

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

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

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

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

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

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

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

(iii) During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Tenant or any Assignee under this Lease which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant’s or any Assignee’s Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably practicable, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those Non-Monetary Defaults incapable of being cured or performed by such party (“**Non-curable Defaults**”). Non-curable Defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of the interest in this Lease by such party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Brokerage Commission. Except as pursuant to a separate agreement between Tenant and Tenant's broker, if any, neither Landlord or Tenant knows of any real estate broker or agents that may be entitled to receive any fees or commission in connection with this Lease. Landlord and Tenant shall

indemnify, defend and hold each other harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

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

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

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

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

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

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

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

39. Consents; Further Assurances. Each party shall execute and deliver such further documents, and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Lease. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Lease, such consent or approval shall not be unreasonably or unduly

withheld, delayed, or conditioned, and except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

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

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

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

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

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

45. No Merger. There shall be no merger of this Lease with the fee estate in the Premises by reason of the fact that this Lease or any interest in the may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur

unless and until all persons at the time having an interest in the fee estate in the Premises, and all persons (including each Mortgagee) having an interest in this Lease or in the estate of Landlord and Tenant, shall join in a written instrument effecting such merger and shall duly record the same.

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

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

48. CRP Payments. If Landlord is a party to a Conservation Reserve Program contract ("**CRP Contract**") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 regarding the Premises, then Landlord shall provide Tenant with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Tenant shall reimburse Landlord for (i) any verifiable rental payments, or portion thereof, Landlord would have received from the U.S. Department of Agriculture

but for locating the Facilities on the Premises, and (ii) the verifiable penalties and interest, if any (including for any past payments received by Landlord that must be repaid by Landlord), assessed by, the U.S. Department of Agriculture as a result of the location of the Facilities on the Premises (collectively, “**CRP Payments**”). CRP Payments shall be made within sixty (60) days after the removal of any portion of the property from the CRP program as a result of the installation of any Facilities provided evidence of such amounts has been provided to Tenant’s reasonable satisfaction. Landlord shall cooperate with Tenant in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Facilities on the portions of the Premises covered by a CRP Contract.

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

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

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

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

LANDLORD:

CITY OF ROLLA

By: _____

Name: Louis J. Magdits IV

Title: Mayor of the City of Rolla

Date: _____

TENANT:

VICHY SOLAR LLC

By: _____

Name: _____

Title: _____

Date: _____

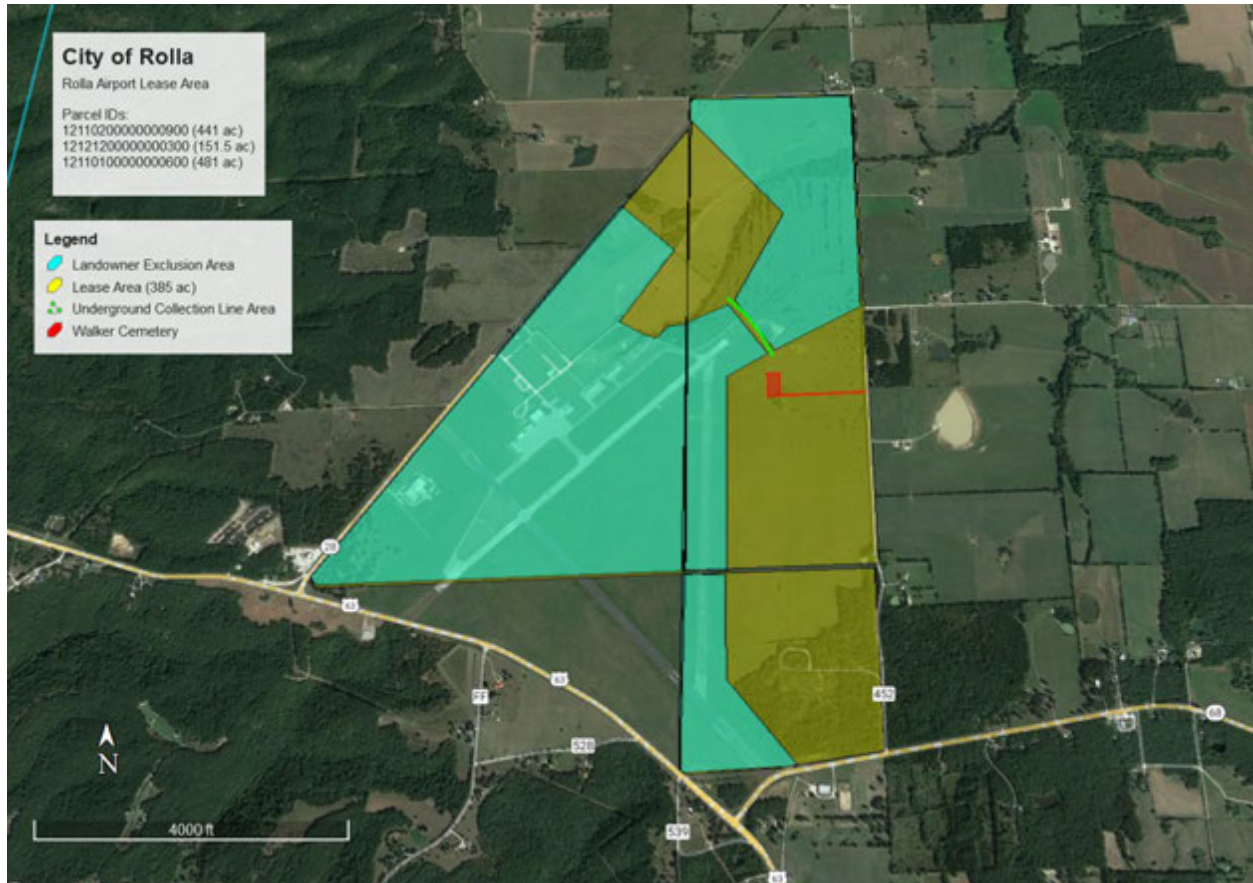
Exhibit A

Legal Description of the Premises

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

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

Depiction of the Premises



Area 1: Approximately 120 acres within Hay Lease 1

Area 2: Approximately 265 acres within Hay Lease 1

Subject to survey

Exhibit B

Other Leases, Options and Licenses

Exhibit C

Form of Notice of Rent Commencement

[LETTERHEAD]

[DATE][LANDLORD]

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

[LANDLORD],

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

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

Rent

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

Taxes

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

Please let us know if you have any questions.

Best Regards,

Vichy Solar LLC

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

Exhibit D

Form W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																								
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table> </td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table>							-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table>						
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Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:50%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table> </td> </tr> </table>	Employer identification number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table>									-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td><td style="width:10%; height: 20px;"> </td></tr> </table>										
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

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

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

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

Exhibit E

Mineral Estate

Party Name	Percentage of Mineral Ownership	Type of Mineral Ownership

Exhibit F

Memorandum of Lease

[attached]

Space above reserved for Recorder of Deeds Office

Title of Document: Memorandum of Solar Ground Lease Agreement

Date of Document: _____

Owner(s)/Landlord(s): City of Rolla, Missouri

Owner(s)/Landlord(s) Address: 901 N. Elm St. Rolla, MO 65401

Tenant: Vichy Solar LLC

Tenant Address: 125 E. John Carpenter Freeway, Suite 525. Irving, TX 75062

Legal Description: See Attached Exhibit A

Reference Book and Page: N/A

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

[signatures on following page]

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

LANDLORD:

CITY OF ROLLA

By: _____

Name: Louis J. Magdits IV

Title: Mayor for the City of Rolla, MO

Acknowledgment

STATE OF MISSOURI §

§

COUNTY OF _____ §

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

Printed Notary Name _____
My Commission Expires: _____

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

TENANT:

VICHY SOLAR LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of _____

Exhibit A

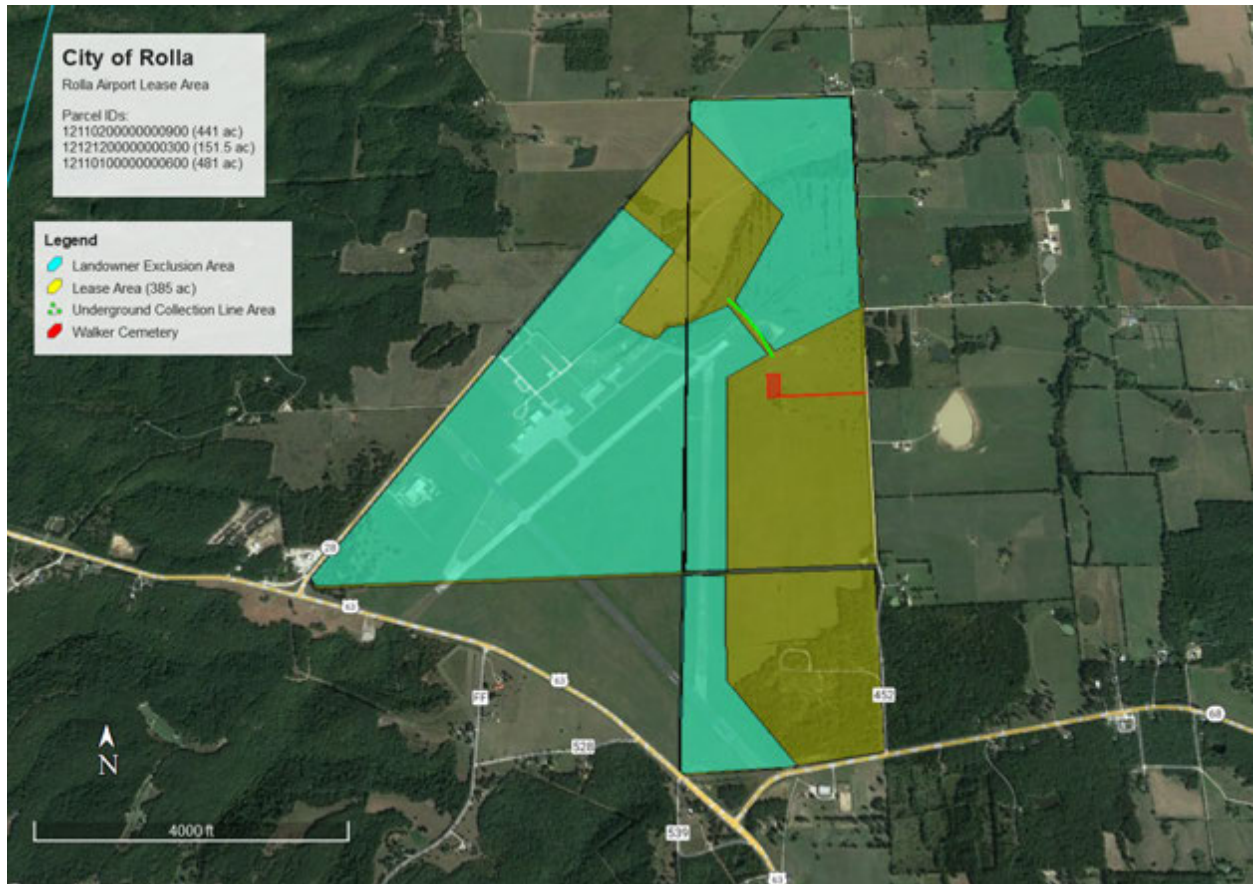
Legal Description

Legal Description of the Premises

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

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

Depiction of the Premises



Area 1: Approximately 120 acres within Hay Lease 1

Area 2: Approximately 265 acres within Hay Lease 1

Subject to survey

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

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

BUDGET APPROPRIATION (IF APPLICABLE) \$0 DATE: 01/16/24

COMMENTARY:

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

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

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

ITEM NO. III.B.1

ORDINANCE NO.

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

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

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

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



Quotation for Professional Services Pavement Condition Assessment



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

December 19, 2023

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

III.B.3

Dear Mr. Pryor,

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



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

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

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

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

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

Best regards,

Nick Messick, Client Services Manager

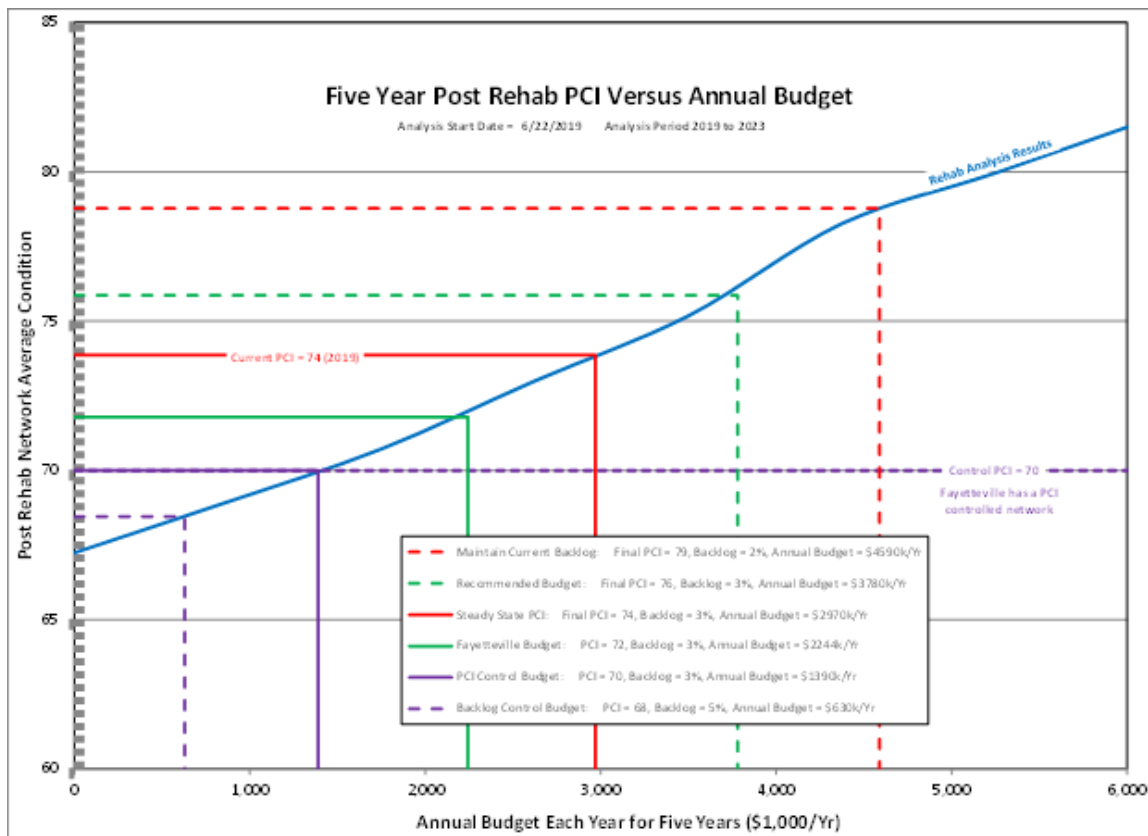
Analysis for the 2023 Project

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

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

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

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

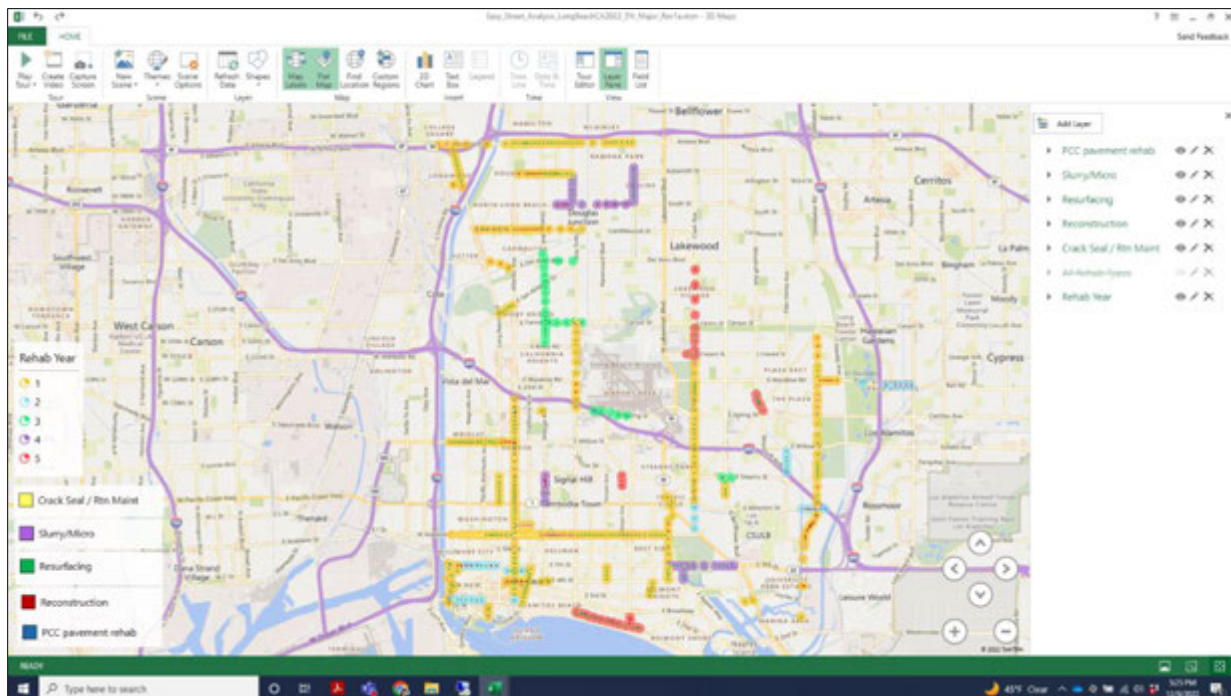


Easy Street Analysis (ESA)

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

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

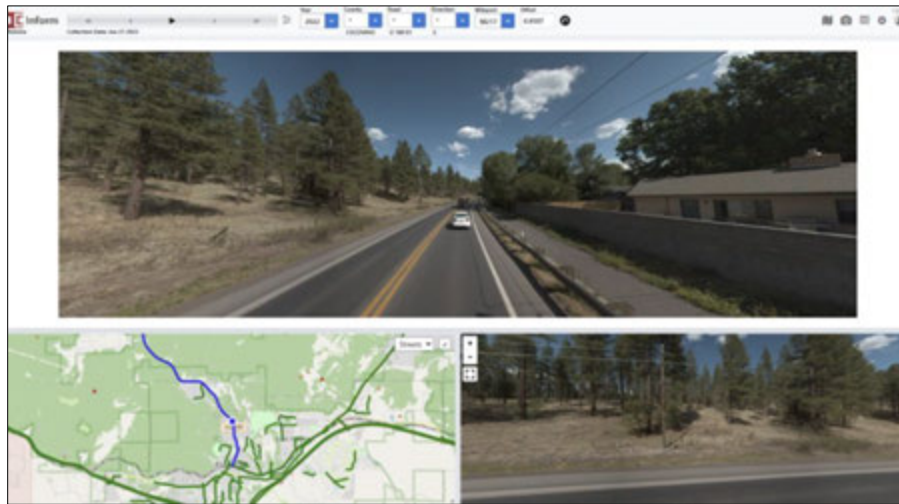
ESA data is easily used to create maps illustrating pavement conditions and various budget scenarios. It can be joined to GIS layers in GIS desktop and web-based software, and using new features in Excel, maps using the ESA data can now be produced directly in the spreadsheet.



Maps using ESA data can be produced directly in Excel.

Inform™ Pavement Data Visualization and Analysis Software

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



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

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

Deliverables

The following products can be delivered to the City:

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

Budget

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

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

Assumptions

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

Terms and Conditions

See below.

Contact Information

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

Regards,

IMS Infrastructure Management Services



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

Acceptance by

Signature

Name

Title
Rolla-MO

III.B.9

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CITY OF ROLLA
CITY COUNCIL AGENDA

Department Head: John Butz, City Administrator

Action Requested: Discussion/First Reading

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

Budget Appropriation: \$250,000 +/-

Date: January 16, 2024

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

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

Note: Phelps County successfully passed a 3% sales tax in April 2023 but there are legal challenges pending on the “stacking” of this sales tax. The constitution seems clear that cities have the right to impose the 3% tax on businesses within their corporate limits.

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

ORDINANCE NO. _____

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

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

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

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Rolla, Missouri to impose a sales tax of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Rolla, Missouri for general municipal purposes, including but not limited to public safety and IT/cyber security, and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 2, 2024.

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

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

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

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

Question 1

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

Yes

No

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

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

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

APPROVED:

MAYOR

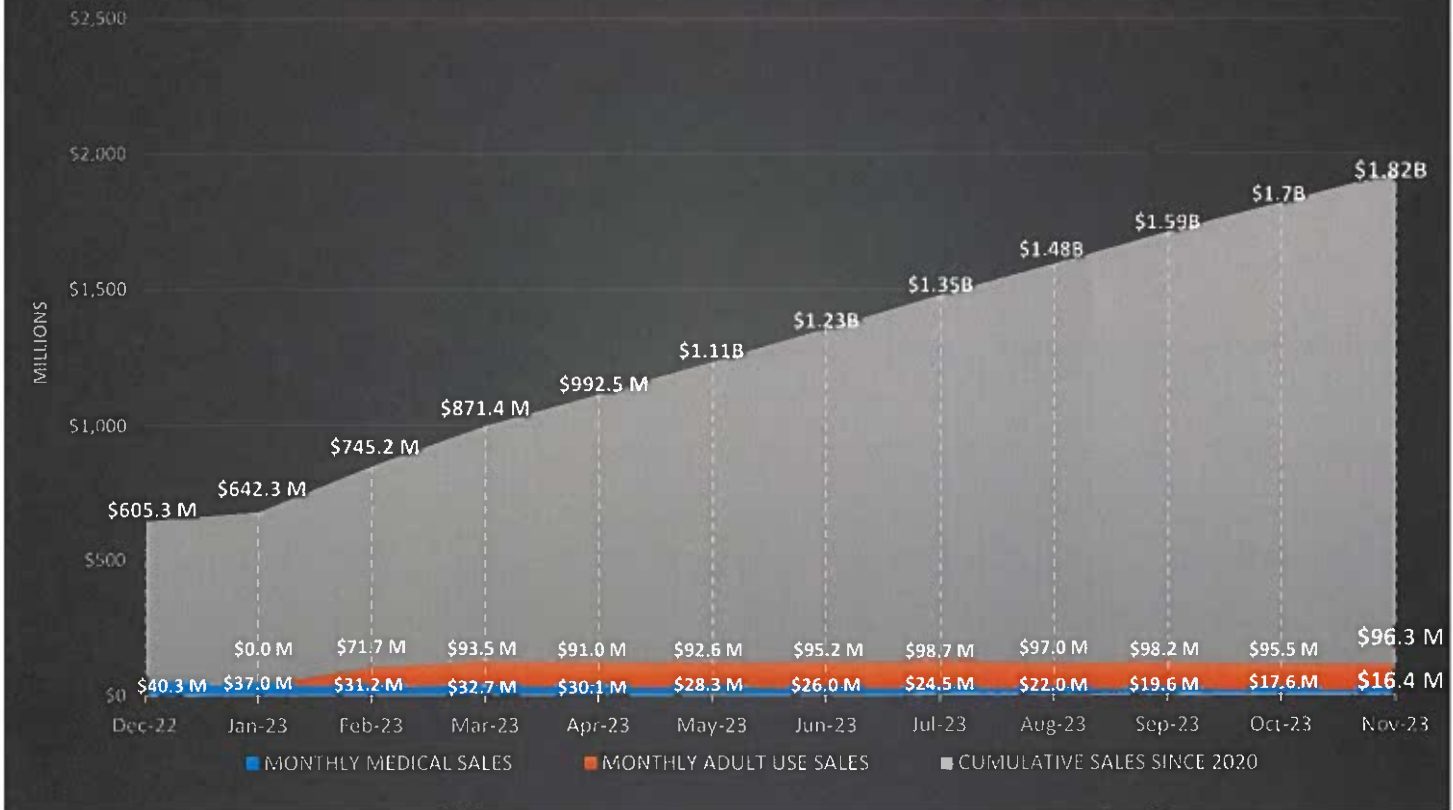
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Monthly and Cumulative Marijuana Sales



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Sanitary Sewer Lining

BUDGET APPROPRIATION (IF APPLICABLE) - \$250,000 DATE: 01/16/2024

COMMENTARY:

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

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

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

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

Sewer Statistics:

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

ITEM NO. III.D.1

ORDINANCE NO.

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

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

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

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ **SAK Construction, LLC** _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **2024 Sewer Lining, PROJECT 578**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **2024 Sewer Lining, PROJECT 578**.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$270,510.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

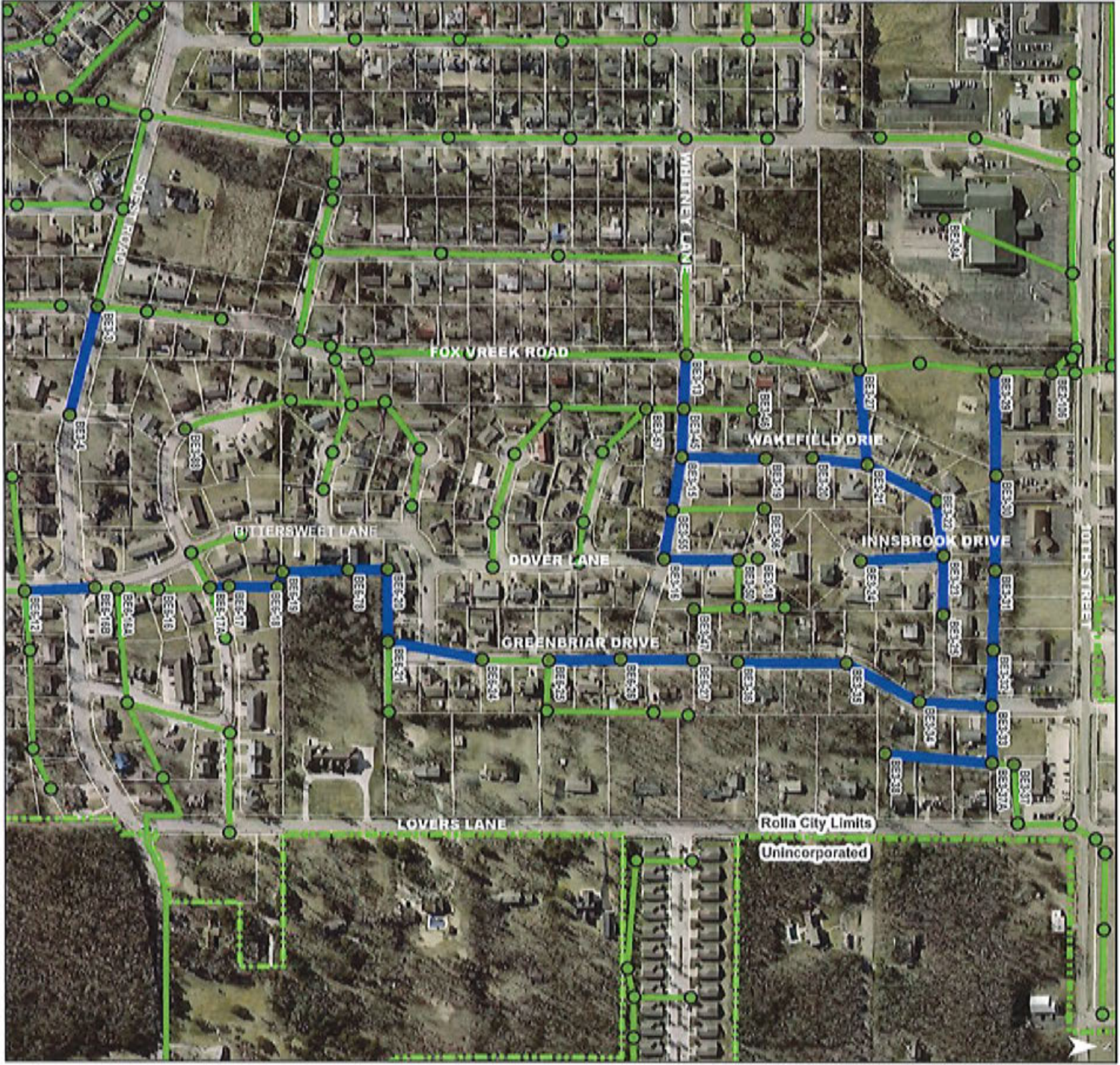
STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

2023-2024 Insituform Proposal



LINE ID	MATERIAL	DIAMETER	LENGTH
BE3-15-8E3-45	TRUSS	8	138.24
BE3-16-8E3-55	TRUSS	8	143.96
BE3-19-8E3-15	TRUSS	8	242.56
BE3-20-8E3-21	TRUSS	8	160.78
BE3-21-8E3-27	TRUSS	8	272.62
BE3-22-8E3-21	TRUSS	8	226.60
BE3-23-8E3-22	TRUSS	8	158.31
BE3-24-8E3-23	TRUSS	8	242.18
BE3-25-8E3-23	TRUSS	8	169.38
BE3-30-8E3-29	TRUSS	8	301.38
BE3-31-8E3-30	TRUSS	8	270.40
BE3-32-8E3-31	TRUSS	8	230.08
BE3-33-8E3-32	TRUSS	8	160.17
BE3-34-8E3-33	TRUSS	8	211.13
BE3-35-8E3-34	TRUSS	8	241.90
BE3-36-8E3-35	TRUSS	8	312.45
BE3-37A-8E3-33	TRUSS	8	154.75
BE3-38-8E3-37A	TRUSS	8	311.01
BE3-45-8E3-13	TRUSS	8	154.17
BE3-4-8E3-3	TRUSS	8	321.39
BE3-50-8E3-16	TRUSS	8	215.59
BE3-55-8E3-15	TRUSS	8	154.27
BE6-168-8E6-12	TRUSS	8	200.88
BE6-17-8E6-17A	TRUSS	8	56.10
BE6-18-8E6-17	TRUSS	8	141.55
BE6-19-8E6-18	TRUSS	8	45.75
BE6-20-8E6-78	TRUSS	8	112.97
BE6-21-8E6-20	TRUSS	8	210.02
BE6-24-8E6-21	TRUSS	8	275.69
BE6-26-8E6-25	TRUSS	8	205.88
BE6-27-8E6-26	TRUSS	8	210.65
BE6-78-8E6-19	TRUSS	8	189.38
Total			6452.20

Locations

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

Legend

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



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Steffanie Rogers
Finance Director

ACTION REQUESTED: Resolution

DATE: January 16, 2024

BUDGET APPROPRIATION: (\$3.1M)

SUBJECT: A Resolution to Revise the (year-end) FY 2023 Budget

COMMENTARY:

According to the budgetary state statute (Chapter 67, RSMo), actual expenditures may not exceed budgeted expenditures for any fund maintained by the City. To comply with Chapter 67, RSMo, the City of Rolla has evaluated its financial position prior to closing the fiscal year-end and based upon the information available, additional budget adjustments are being submitted for council review and approval.

Attached to this commentary is a spreadsheet of the proposed budget adjustments, identifying the requested year-end revisions to the fiscal year 2023 budget. The presented budget adjustments increase budgeted revenues by \$3,579,635, primarily consisting of:

- Net sales tax revenue growth of \$272,775
- Rolla Rural Fire District reimbursement of \$605,400
- Sewer Bond proceeds of \$1,121,750
- ARPA grant revenue of \$589,250
- Increased ARPA funds for the Centre \$245,000
- Parks donation of \$250,000

The budget adjustment also includes an increase in total expenditures of \$3,961,165, primarily consisting of:

- Taskforce expenses of \$532,675
- Rolla Rural Fire District expenses of \$605,400
- Depreciation expenses for the Sewer and Environmental Services Funds of \$1,257,500
- LAGERS and health insurance liabilities for the Sewer and Environmental Services Funds of \$476,750
- ARPA expenses of \$245,000
- Recreation expenses of \$328,525
- Major Park improvements of \$244,325

The Revised Budget reflects total revenues of \$37,926,805 and total expenditures of \$41,032,964 (including depreciation) for a net change of \$3,106,159. These adjustments will modify the budget to reflect the actual year-end projections subject to audit.

Recommendation: Motion to approve the Resolution revising the fiscal year 2023 budget.

ITEM NO. V.A.1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND APPROPRIATING FUNDS PURSUANT THERETO.

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

Section 1: The budget adjustments for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2022, a copy of which is attached hereto as Exhibit A, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said resolution.

Section 3: This resolution shall be in full force and effect from and after its passage and approval.

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**CITY OF ROLLA
BUDGET ADJUSTMENT SUMMARY
FISCAL YEAR 2023**

	<u>CURRENT BUDGET</u>	<u>BUDGET ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUALS 9/30/23</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET REMAINING</u>
GENERAL FUND						
REVENUE	\$ 14,938,885	\$ 1,056,950	\$ 15,995,835	\$ 15,555,313	\$ 440,522	2.75%
EXPENDITURES						
ADMIN	\$ 709,485	\$ -	\$ 709,485	\$ 721,983	\$ (12,498)	-1.76%
CITY ADMIN	\$ 308,055	\$ -	\$ 308,055	\$ 288,102	\$ 19,953	6.48%
LIBRARY	\$ 318,850	\$ 81,225	\$ 400,075	\$ 400,064	\$ 11	0.00%
FINANCE	\$ 729,200	\$ -	\$ 729,200	\$ 733,614	\$ (4,414)	-0.61%
LEGAL	\$ 70,750	\$ -	\$ 70,750	\$ 67,643	\$ 3,107	4.39%
COURT	\$ 133,450	\$ -	\$ 133,450	\$ 132,677	\$ 773	0.58%
TELECOM	\$ 1,498,835	\$ -	\$ 1,498,835	\$ 1,343,382	\$ 155,453	10.37%
ANIMAL CONTROL	\$ 335,740	\$ -	\$ 335,740	\$ 282,467	\$ 53,273	15.87%
POLICE	\$ 4,993,225	\$ 621,365	\$ 5,614,590	\$ 5,378,796	\$ 235,794	4.20%
FIRE	\$ 4,655,462	\$ -	\$ 4,655,462	\$ 4,408,761	\$ 246,701	5.30%
ROLLA RURAL	\$ -	\$ 605,400	\$ 605,400	\$ 605,457	\$ (57)	-0.01%
BUILDING MAINT	\$ 105,715	\$ -	\$ 105,715	\$ 110,599	\$ (4,884)	-4.62%
COMM DEVEL	\$ 518,500	\$ -	\$ 518,500	\$ 571,724	\$ (53,224)	-10.26%
ECON DEVEL	\$ 57,075	\$ -	\$ 57,075	\$ 73,146	\$ (16,071)	-28.16%
	<u>\$ 14,434,342</u>	<u>\$ 1,307,990</u>	<u>\$ 15,742,332</u>	<u>\$ 15,118,416</u>	<u>\$ 623,916</u>	<u>3.96%</u>
REV OVER/UNDER EXP	\$ 504,543	\$ (251,040)	\$ 253,503	\$ 436,897	\$ (183,394)	-72.34%
SEWER FUND						
REVENUE	\$ 5,451,717	\$ 1,121,750	\$ 6,573,467	\$ 5,375,026	\$ 1,198,441	18.23%
EXPENDITURES	\$ 5,874,432	\$ 1,112,750	\$ 6,987,182	\$ 6,501,031	\$ 486,151	6.96%
REV OVER/UNDER EXP	\$ (422,715)	\$ 9,000	\$ (413,715)	\$ (1,126,005)	\$ 712,290	
ENVIRONMENTAL SERVICES FUND						
REVENUE	\$ 4,091,200	\$ 162,275	\$ 4,253,475	\$ 3,875,334	\$ 378,141	8.89%
EXPENDITURES						
RECYCLING	\$ 428,375	\$ 121,000	\$ 549,375	\$ 516,409	\$ 32,966	6.00%
SANITATION	\$ 3,072,950	\$ 445,000	\$ 3,517,950	\$ 2,822,912	\$ 695,038	19.76%
VEHICLE MAINT	\$ 496,230	\$ 91,500	\$ 587,730	\$ 493,330	\$ 94,400	16.06%
	<u>\$ 3,997,555</u>	<u>\$ 657,500</u>	<u>\$ 4,655,055</u>	<u>\$ 3,832,651</u>	<u>\$ 822,404</u>	<u>17.67%</u>
REV OVER/UNDER EXP	\$ 93,645	\$ (495,225)	\$ (401,580)	\$ 42,682	\$ (444,262)	
ARPA FUND						
REVENUE	\$ 750	\$ 608,775	\$ 609,525	\$ 609,512	\$ 13	0.00%
EXPENDITURES	\$ 1,635,000	\$ 245,000	\$ 1,880,000	\$ 590,582	\$ 1,289,418	68.59%
REV OVER/UNDER EXP	\$ (1,634,250)	\$ 363,775	\$ (1,270,475)	\$ 18,930	\$ (1,289,405)	
AIRPORT FUND						
REVENUE	\$ 800,728	\$ 124,325	\$ 925,053	\$ 923,090	\$ 1,963	0.21%
EXPENDITURES	\$ 794,560	\$ 65,075	\$ 859,635	\$ 723,184	\$ 136,451	15.87%
REV OVER/UNDER EXP	\$ 6,168	\$ 59,250	\$ 65,418	\$ 199,906	\$ (134,488)	
CEMETERY FUND						
REVENUE	\$ 10,500	\$ 10,560	\$ 21,060	\$ 21,059	\$ 1	0.00%

**CITY OF ROLLA
BUDGET ADJUSTMENT SUMMARY
FISCAL YEAR 2023**

	<u>CURRENT BUDGET</u>	<u>BUDGET ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUALS 9/30/23</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET REMAINING</u>
EXPENDITURES	\$ 10,000	\$ -	\$ 10,000	\$ 1,550	\$ 8,450	84.50%
REV OVER/UNDER EXP	\$ 500	\$ 10,560	\$ 11,060	\$ 19,509	\$ (8,449)	
STREET FUND REVENUE	\$ 6,719,200	\$ -	\$ 6,719,200	\$ 8,478,429	\$ (1,759,229)	-26.18%
EXPENDITURES						
STREET	\$ 5,443,085	\$ -	\$ 5,443,085	\$ 4,613,461	\$ 829,624	15.24%
TDD	\$ 1,660,000	\$ -	\$ 1,660,000	\$ 180,727	\$ 1,479,273	
Engineering	\$ 926,750	\$ -	\$ 926,750	\$ 774,783	\$ 151,967	16.40%
	\$ 8,029,835	\$ -	\$ 8,029,835	\$ 5,568,970	\$ 2,460,865	30.65%
REV OVER/UNDER EXP	\$ (1,310,635)	\$ -	\$ (1,310,635)	\$ 2,909,459	\$ (4,220,094)	
RECREATION FUND REVENUE	\$ 450,000	\$ 245,000	\$ 695,000	\$ 701,316	\$ (6,316)	-0.91%
EXPENDITURES	\$ 459,025	\$ 328,525	\$ 787,550	\$ 781,438	\$ 6,112	0.78%
REV OVER/UNDER EXP	\$ (9,025)	\$ (83,525)	\$ (92,550)	\$ (80,121)	\$ (12,429)	
PARKS FUND REVENUE	\$ 1,884,900	\$ 250,000	\$ 2,134,900	\$ 2,127,795	\$ 7,105	0.33%
EXPENDITURES	\$ 1,812,050	\$ 244,325	\$ 2,056,375	\$ 1,955,698	\$ 100,677	4.90%
REV OVER/UNDER EXP	\$ 72,850	\$ 5,675	\$ 78,525	\$ 172,097	\$ (93,572)	
PARK LAND RESERVE FUND REVENUE	\$ 40	\$ -	\$ 40	\$ 515	\$ (475)	-1187.20%
EXPENDITURES	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ -	0.00%
REV OVER/UNDER EXP	\$ (24,960)	\$ -	\$ (24,960)	\$ (24,485)	\$ (475)	
CITY WIDE RECAP REVENUE	\$ 34,347,170	\$ 3,579,635	\$37,926,805	\$ 37,057,877	\$ 868,928	2.29%
EXPENDITURES	\$ 37,071,799	\$ 3,961,165	\$41,032,964	\$ 35,098,521	\$ 5,934,443	14.46%
REV OVER/UNDER EXP	\$ (2,724,629)	\$ (381,530)	\$ (3,106,159)	\$ 1,959,357	\$ (5,065,516)	163.08%

**CITY OF ROLLA
FINAL BUDGET ADJUSTMENTS
COMBINED DEPARTMENTS**

DEPARTMENT	ACCOUNT TITLE	ACCOUNT NUMBER	APPROVED BUDGET	ADJUSTMENT	PROPOSED BUDGET	JUSTIFICATION
GENERAL FUND						
General Fund	Sales Tax	01-4-000-41-140	\$ 6,058,000	\$ 83,050	\$ 6,141,050	Adjust to actual
General Fund	Use Tax	01-4-000-41-150	\$ 905,000	\$ 189,725	\$ 1,094,725	Adjust to actual
General Fund	Federal & State Grants	01-4-000-43-020	\$ 48,200	\$ 95,175	\$ 143,375	Adjust to actual
General Fund	Taskforce Seizure Funds	01-4-000-43-023	\$ -	\$ 42,550	\$ 42,550	Adjust to actual
General Fund	Library Admin Payment	01-4-000-44-050	\$ 328,850	\$ 41,050	\$ 369,900	Adjust to actual
General Fund	Rolla Rural Fire Admin Payment	01-4-000-44-064	\$ 10,000	\$ 605,400	\$ 615,400	Adjust to actual
	GENERAL FUND REVENUES TOTAL		\$ 7,350,050	\$ 1,056,950	\$ 8,407,000	
Police	Taskforce Seizure Exp	01-5-061-567 00	\$ -	\$ 532,675	\$ 532,675	Adjust to actual
Police	Use Tax - Vehicles	01-5-061-761.00	\$ -	\$ 88,690	\$ 88,690	Past vehicle order delivered
Library	All Accounts	All Accounts	\$ 318,850	\$ 81,225	\$ 400,075	Contract with Library
Rolla Rural Fire	All Accounts	All Accounts	\$ -	\$ 605,400	\$ 605,400	Contract with Rolla Rural
	GENERAL FUND EXPENDITURE TOTAL		\$ 318,850	\$ 1,307,990	\$ 1,626,840	
SEWER FUND						
Sewer Fund	Bond-COP Proceeds	02-4-000-43-225	\$ 640,517	\$ 1,121,750	\$ 1,762,267	Adjust to actual
	SEWER FUND REVENUES TOTAL		\$ 640,517	\$ 1,121,750	\$ 1,762,267	
Sewer	Employ Bene - LAGERS	02-5-050-109.01	\$ -	\$ 185,500	\$ 185,500	LAGERS liability
Sewer	Employ Bene - Health Ins	02-5-050-113.01	\$ -	\$ 52,250	\$ 52,250	OPEB liability
Sewer	Depreciation Expense	02-5-050-599.00	\$ -	\$ 875,000	\$ 875,000	Depreciation calculation
	SEWER FUND EXPENDITURE TOTAL		\$ -	\$ 1,112,750	\$ 1,112,750	
ENVIRONMENTAL SERVICES FUND						
Environmental Services	Sanitation Fees - Commercial	03-4-000-44-320	\$ 1,390,000	\$ 61,275	\$ 1,451,275	Adjust to actual
Environmental Services	Sanitation Fees - Residential	03-4-000-44-340	\$ 1,464,500	\$ 25,575	\$ 1,490,075	Adjust to actual
Environmental Services	Interest Income	03-4-000-46-040	\$ 1,800	\$ 22,425	\$ 24,225	Adjust to actual
Environmental Services	In-House Maintenance	03-4-000-46-075	\$ 320,000	\$ 53,000	\$ 373,000	Adjust to actual
	ENVIRONMENTAL SERVICES REVENUE TOTAL		\$ 3,176,300	\$ 162,275	\$ 3,338,575	
Recycling	Employ Bene - LAGERS	03-5-060-109.01	\$ -	\$ 30,000	\$ 30,000	LAGERS liability
Recycling	Employ Bene - Health Ins	03-5-060-113.01	\$ -	\$ 22,000	\$ 22,000	OPEB liability
Recycling	Depreciation Expense	03-5-060-599.00	\$ -	\$ 69,000	\$ 69,000	Depreciation calculation
Sanitation	Employ Bene - LAGERS	03-5-070-109.01	\$ -	\$ 101,000	\$ 101,000	LAGERS liability
Sanitation	Employ Bene - Health Ins	03-5-070-113.01	\$ -	\$ 40,000	\$ 40,000	OPEB liability
Sanitation	Depreciation Expense	03-5-070-599.00	\$ -	\$ 304,000	\$ 304,000	Depreciation calculation
Vehicle Maintenance	Employ Bene - LAGERS	03-5-075-109.01	\$ -	\$ 23,000	\$ 23,000	LAGERS liability

**CITY OF ROLLA
FINAL BUDGET ADJUSTMENTS
COMBINED DEPARTMENTS**

DEPARTMENT	ACCOUNT TITLE	ACCOUNT NUMBER	APPROVED BUDGET	ADJUSTMENT	PROPOSED BUDGET	JUSTIFICATION
Vehicle Maintenance	Employ Bene - Health Ins	03-5-075-113.01	\$ -	\$ 23,000	\$ 23,000	OPEB liability
Vehicle Maintenance	Shop Supplies	03-5-075-215.00	\$ 220,000	\$ 36,000	\$ 256,000	Adjust to actual
Vehicle Maintenance	Depreciation Expense	03-5-075-599.00	\$ -	\$ 9,500	\$ 9,500	Depreciation calculation
ENVIRONMENTAL SERVICES EXPENDITURE TOTAL						
			\$ 220,000	\$ 657,500	\$ 877,500	
ARPA FUND						
ARPA	Federal & State Grants	04-4-000-43-020	\$ -	\$ 589,250	\$ 589,250	Adjust to actual
ARPA	Interest Income	04-4-000-46-040	\$ 750	\$ 19,525	\$ 20,275	Adjust to actual
ARPA REVENUE TOTAL						
			\$ 750	\$ 608,775	\$ 609,525	
ARPA	Loss of Revenue	Various	\$ 450,000	\$ 245,000	\$ 695,000	Adjust to actual
ARPA	Equipment	Various	\$ -	\$ -	\$ -	Adjust to actual
ARPA	Buildings & Grounds	Various	\$ -	\$ -	\$ -	Adjust to actual
ARPA EXPENDITURES TOTAL						
			\$ 450,000	\$ 245,000	\$ 695,000	
AIRPORT FUND						
Airport	Federal & State Grants	05-4-000-43-020	\$ -	\$ 75,000	\$ 75,000	Adjust to actual
Airport	Fuel Sales	05-4-000-44-500	\$ 480,000	\$ 49,325	\$ 529,325	Adjust to actual
AIRPORT REVENUE TOTAL						
			\$ 480,000	\$ 124,325	\$ 604,325	
Airport	Salaries & Wages - Part Time	05-5-050-102.00	\$ 54,000	\$ 18,075	\$ 72,075	Adjust to actual
Airport	Aviation Fuel	05-5-050-315.00	\$ 400,000	\$ 23,400	\$ 423,400	Adjust to actual
Airport	Excise Tax	05-5-050-328.00	\$ 17,000	\$ 5,100	\$ 22,100	Adjust to actual
Airport	Lease Purchase	05-5-050-562.00	\$ 89,000	\$ 18,500	\$ 107,500	Purchase restructure energy efficiency
AIRPORT EXPENDITURES TOTAL						
			\$ 560,000	\$ 65,075	\$ 625,075	
CEMETERY FUND						
Cemetery	Interest Income	06-4-000-46-040	\$ 500	\$ 4,100	\$ 4,600	Adjust to actual
Cemetery	Eternal Care	06-4-000-46-300	\$ 10,000	\$ 6,460	\$ 16,460	Adjust to actual
CEMETERY REVENUE TOTAL						
			\$ 10,500	\$ 10,560	\$ 16,460	
Cemetery			\$ -	\$ -	\$ -	
CEMETERY EXPENDITURES TOTAL						
			\$ -	\$ -	\$ -	
STREET FUND						
Street			\$ -	\$ -	\$ -	

CITY OF ROLLA
FINAL BUDGET ADJUSTMENTS
COMBINED DEPARTMENTS

DEPARTMENT	ACCOUNT TITLE	ACCOUNT NUMBER	APPROVED BUDGET	ADJUSTMENT	PROPOSED BUDGET	JUSTIFICATION
	STREET REVENUE TOTAL		\$ -	\$ -	\$ -	
Street			\$ -	\$ -	\$ -	
	STREET EXPENDITURES TOTAL		\$ -	\$ -	\$ -	
	RECREATION FUND					
Administration	ARPA - Loss of Revenue	08-4-000-46-450	\$ 450,000	\$ 245,000	\$ 695,000	Adjust to actual
	RECREATION FUND REVENUE TOTAL		\$ 450,000	\$ 245,000	\$ 695,000	
Administration	All Accounts	All Accounts	\$ 424,150	\$ 328,525	\$ 752,675	PowerWellness & Lease purchases
Maintenance			\$ -	\$ -	\$ -	
	RECREATION FUND EXPENDITURE TOTAL		\$ 424,150	\$ 328,525	\$ 752,675	
	PARKS FUND					
Parks	Reimbursement & Donations	11-4-000-44-081	\$ -	\$ 250,000	\$ 250,000	Adjust to actual
	PARKS REVENUE TOTAL		\$ -	\$ 250,000	\$ 250,000	
Parks	Major Park Improvements	11-5-070-580 00	\$ 75,000	\$ 244,325	\$ 319,325	Adjust to actual
Splashzone			\$ -	\$ -	\$ -	
	PARKS EXPENDITURE TOTAL		\$ 75,000	\$ 244,325	\$ 319,325	
	PARK LAND RESERVE FUND					
			\$ -	\$ -	\$ -	
	PARK LAND RESERVE REVENUE TOTAL		\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
	PARK LAND RESERVE EXPENDITURE TOTAL		\$ -	\$ -	\$ -	