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
Monday, February 5th, 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, JAIRED HALL, ROBERT KESSINGER, STANLEY MAYBERRY, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH**

* * *

PLEDGE OF ALLEGIANCE
Councilman Vroman

I. CONSENT AGENDA

A. Consider Approval of the City Council Minutes of:
  1. City Council Minutes – January 2nd, 2024
  2. Closed Session City Council Minutes – January 2nd, 2024
  3. City Council Minutes – January 16th, 2024
  4. Closed Session City Council Minutes – January 16th, 2024

II. PUBLIC HEARINGS – None

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

  a. Environmental Services Department Monthly Report – December 2023
  b. Building Codes monthly report – December 2023
  c. Municipal Court Summary Reporting for December 2023
  d. Police Department Monthly Report – December 2023
  e. Animal Control Division Report – December & EOY 2023
  f. Board of Public Works Minutes for December 28th, 2023
  g. The Centre Income Statement ending December 2023
  h. City of Rolla Financial Reports ending December 2024
  i. Park Advisory Commission Meeting Minutes for January 24, 2024

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

A. Discussion on Public Safety Staffing Issues (City Administrator John Butz)

V. **OLD BUSINESS** –

A. **Motion** to "Take From the Table" reconsideration of the final reading of Ordinance authorizing a solar ground lease with Vesper Energy (dba Vichy Solar LLC) (City Administrator John Butz) **Discussion**

B. **Ordinance** to approve a solar ground lease at Rolla National Airport to Vesper Energy (dba Vichy Solar LLC) (PW Director Darin Pryor) **Final Reading**

VI. **NEW BUSINESS** –

A. **Ordinance** authorizing an agreement with Forward Slash Technology for IT managed services. (Finance Director Steffanie Rogers) **First Reading**

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

A. **Motion** to award bid for Roll-Off Hoist Truck to Armor Equipment of Arnold, Mo. (Environmental Services Director Roger Pankey)
B. **Motion** to award bid for Project 573 - FY 2024 Phase I Asphalt Improvements to Pierce Asphalt LLC and **Ordinance** authorizing an agreement with same. (PW Director Darin Pryor) **Motion/First Reading**
C. **Motion** to award bid for Project 571 – 2024 Microsurfacing to Microsurfacing Contractors, LLC and **Ordinance** authorizing an agreement with same. (PW Director Darin Pryor) **Motion/First Reading**

VIII. **CITIZEN COMMUNICATION**

A. Charlie Quarts – Comments regarding Rolla Housing Authority Management

IX. **MAYOR/CITY COUNCIL COMMENTS**

A. Councilman Florence – Question on agenda approval

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

XI. **CLOSED SESSION** –

A. Closed Session per RSMo 610.021- (2) Real Estate (x4)

XII. **ADJOURNMENT** -

ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, JANUARY 2, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits IV.

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

Council Members Absent: None

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

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilman Stanley Mayberry to lead in the Pledge of Allegiance.

I. **CONSENT AGENDA**

A. Consider Approval of the City Council Minutes of:

1. City Council Minutes – December 5th, 2023
2. Closed Session City Council Minutes – December 5th, 2023
3. City Council Minutes – December 18th, 2023
4. Closed Session City Council Minutes – December 18th, 2023
5. Council Workshop Minutes – December 20th, 2023

A motion was made by Johnson and seconded by Higgins to approve the minutes. A voice vote showed 11 Ayes, zero Nays, and 1 Absent (Hall).

II. **PUBLIC HEARINGS** – None

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

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

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

V. **OLD BUSINESS** –

Note: Councilman Hall entered at 6:33 pm.

A. **Ordinance** to enter into a Supervised Institutional Work Release Program Agreement with the Missouri Department of Corrections. (PW Director Darin Pryor) City Counselor Buschjost stated that the statement in the contract stating the City was not waiving sovereign immunity needed to be put in one more section of the agreement. City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4781: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS as amended. A motion was made by Chirban and seconded by Kessinger to approve the ordinance as amended. A roll call vote showed: Ayes: Balch, Mayberry, Chirban, Greven, Vroman, Florence, Kessinger, Higgins, Hall, Johnson, Fridley, and Steen. Nays: none. Absent: none.

VI. **NEW BUSINESS** –

A. **Resolution** to approve MOU for the "Highway V East Wastewater Facility Plan Funding Partners" (PW Director Darin Pryor). Council approved the agreement with Archer-Elgin to prepare an engineering report to explore the alternative to serve existing and future development east of the current wastewater service area in September of 2023. This MOU clarifies the responsibilities of the City of Rolla and other funding partners for the wastewater planning study. Half of this plan will be paid for by using legislative priority funding. City Counselor Carolyn Buschjost read the resolution for one reading, by title: RESOLUTION 2027: RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE HIGHWAY V EAST WASTEWATER FUNDING PARTNERS AND THE CITY OF ROLLA. A motion was made by Kessinger and seconded by Greven to approve the resolution. A voice vote showed: Ayes: 12. Nays: none. Absent: none.

B. **Ordinance** authorizing a Solar Ground Lease Agreement with Vichy Solar LLC. (PW Director Darin Pryor). Councilman Fridley encouraged citizens to reach out to City Officials with comments/concerns. John Butz agreed to place the draft lease on the city's website. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND VICHY SOLAR LLC.

C. **Ordinance** authorizing an agreement with IMS Professional Services for Pavement Condition Assessments. (PW Director Darin Pryor) This agreement provides professional services for pavement condition assessments so the priority for pavement management can be better planned. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INFRASTRUCTURE MANAGEMENT SERVICES.

D. **Resolution** authorizing the Mayor to execute the Legal Services Engagement Letter with Lauber Municipal Law. (City Administrator John Butz) City Counselor Carolyn Buschjost read the resolution for one reading, by title: RESOLUTION 2028: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A LEGAL SERVICES ENGAGEMENT LETTER WITH LAUBER MUNICIPAL LAW. LLC. A motion was made by Hall and seconded by Johnson to approve the resolution. A voice vote showed 12 Ayes, zero Nays, none absent.

E. **Ordinance** calling for an April 2024 election on the 3% tax on adult-us marijuana. (City Administrator John Butz) A motion was made by Chirban and seconded by Balch to amend the third whereas statement to, "….but not limited to public safety" in place of, "….including public safety". A voice vote shows 10 Ayes, 2 Nays (Vroman and Hall), none absent. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: 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 as amended.

F. **Ordinance** calling for Ballot Issue to increase Hotel/Motel Tax from 3% to 5%. (City Administrator John Butz) After a discussion, it was agreed that due to ambiguous wording of state statute 94.830, this ballot issue will be postponed until April for possible placement on the August 6th, 2024 Primary or November 5th Election ballot.

VII. CLAIMS and/or FISCAL TRANSACTIONS –

A. **Motion** to award bid to McCoy Construction and Forestry of Cuba, Mo for a John Deere 410P Backhoe. (PW Director Darin Pryor) A motion was made by Johnson and seconded by Vroman to approve the purchase of the backhoe for $154,315.34. A voice voted showed 12 Ayes, zero Nays, and none absent. This backhoe will be for use in the Sewer Department.

B. **Motion** to award bid to SAK Construction, LLC for Sanitary Sewer Lining and **Ordinance** the Mayor to enter into an agreement with same. (PW Director Darin Pryor) A motion was made by Greven and seconded by Kessinger to award the bid to SAK Construction, LLC for $270,510.00. A voice vote showed 12 Ayes, zero Nays, none Absent. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND SAK CONSTRUCTION, LLC.

VIII. CITIZEN COMMUNICATION

A. Tara Anura-2020 Hwy E: Expressed concern regarding a Real Talk radio interview by Councilwoman Johnson, where she shared her personal opinion on the controversial book, The Every Body Book.
Mayor Magdits explained to citizens that this book in the Library was not something the City Council had control of and that concerns needed to be directed to the Library Board.
Councilwoman Johnson responded to Ms. Anura that she would continue exercising her freedom of speech and advocate for children.

B. Jordan Lepich-County Resident: Spoke in support of Councilwoman Johnson and his concern for sexually explicit books in the children's section of the library and expressed frustration regarding Library Board meetings not being citizen friendly.

C. Rebecca Varnin-Edgar Springs Resident: Spoke in favor of the Every Body Book in the library.

D. Bala Shabelhouser: Stressed the importance of education and wants children to know they can be heard.

E. Barbara Jernigan: Expressed frustration with the Library Board. She spoke against the Every Body Book being in the children's section of the library and would like to see it relocated.

F. Randi McCallahan-Newburg Resident: Spoke on the educational value of the Every Body Book and educating children so that they can better protect themselves from predators

G. Karen Harris-Stated she has been working with the Secretary of State and the Library Board regarding this issue and acknowledged that Council really only has authority over who was appointed to the Library Board. She called for inflammatory rhetoric to cease and for citizens to go through the proper channels.

IX. **MAYOR/CITY COUNCIL COMMENTS**

A. Councilman Fridley asked the Mayor to revisit the time limit procedures for citizen communication.
B. Councilwoman Johnson stated the next Library Board Meeting would be January 18th at 4:00pm
C. Councilman Chirban stated that the next City Council meeting would be Tuesday, January 16th.
D. Councilman Kessinger spoke in support of Councilwoman Johnson's freedom of speech and gave a kudos to the Drug Task Force for the latest Fentanyl bust. Chief Fagan was not able to share details of the case but added that it was a large arrest of long term violent drug dealers.
E. Councilman Hall spoke in support of Councilwoman Johnson as she was speaking from personal opinion and not behalf of Council.

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

XI. **CLOSED SESSION** –

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

At 8:20 a motion was made by Hall and seconded by Chirban to go into closed session. A roll call vote showed the following: Ayes: Balch, Mayberry, Chirban, Greven, Vroman, Florence, Kessinger, Higgins, Hall, Johnson, Fridley, and Steen. Nays: None. Absent: None.

At 9:51 Council returned from closed session where an item of legal litigation was discussed. No further action.

XII. **ADJOURNMENT** - Having no further business, the meeting adjourned at approximately 9:51 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK MAYOR

ROLLA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits IV.

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

Council Members Absent: Victoria Steen and Kevin Greven

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

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilwoman Tina Balch to lead in the Pledge of Allegiance.
At 6:32 City Counselor Nathan Nickolaus joined the meeting and offered a short introduction.

I. **PUBLIC HEARINGS** – None

II. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

A. Police Chief Sean Fagan Presented the Life Saving Award to Sgt. Steve Gray, Cpl. Ian Mathews, and Senior Patrol Officer Tyler Wagnon, for successfully de-escalating a critical incident and applying a tourniquet which resulted in saving the life of a citizen in December of 2023.

III. **OLD BUSINESS** –

A. **Ordinance** authorizing a Solar Ground Lease Agreement with Vichy Solar LLC. PW Director Darin Pryor reviewed the changes made to the contract as requested by council at the January 2nd meeting. A motion was made by Hall and seconded by Higgins to accept the amendments to the ordinance. A voice vote showed 10 Ayes, Zero Nays, and 2 Absent. City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND VICHY SOLAR LLC. Concerns were aired regarding loss of farm land to a foreign company, purchasing of solar panels from a foreign company, recycling of spent solar panels, bankruptcy impacts, priority power usage and lithium ion battery energy storage. A representative from Vesper was present and assured council they would continue to consult with the City regarding the project and spent time answering council concerns as they were expressed. It takes $200K-$300K a year to support the airport which falls under the financial support and supervision of the Public Works Dept. City Administrator John Butz added that an opportunity like this has not been presented in the last 30 years that would allow the airport to be largely self-supporting. A motion was made by Johnson and seconded by Chirban to approve the ordinance. A roll call vote showed the following. Ayes: Johnson, Chirban, Balch, Florence, Hall, and Mayberry. Nays: Fridley, Vroman, Higgins, and Kessinger. Absent: Steen and Greven. Motion failed. After discussion regarding why the motion failed, Mayor Magdits explained the process for a motion to reconsider. A motion was

made by Vroman and seconded by Hall to reconsider the vote at a later date to be determined by council. A voice vote showed 9 Ayes, 1 Nay (Fridley), and 2 Absent (Steen and Greven). A motion was then made by Hall and seconded by Vroman to table the subject for a later date. A voice vote showed 10 Ayes, zero Nays, and 2 Absent. Council was directed to email concerns to Administration so that Vesper can better address them.

B. **Ordinance** authorizing an agreement with IMS Professional Services for Pavement Condition Assessments. (PW Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4782: 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. A motion was made by Kessinger and seconded by Hall to approve the ordinance. A roll call vote showed the following: Ayes: Vroman, Florence, Higgins, Chirban, Fridley, Johnson, Kessinger, Mayberry, Hall, and Balch. Nays: none. Absent: Steen and Greven.

C. **Ordinance** calling for an April 2024 election on the 3% tax on adult-us marijuana. (City Administrator John Butz) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4783: 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. Councilman Hall and Vroman noted that this issue could be placed on the August/November Ballot to give the court system time to rule on the stacking controversy. Legal Counsel Nathan Nickolaus was of the opinion that a ruling was unlikely this year. Councilwoman Johnson wanted her concerns noted regarding the lack of ballot wording specifically allocating said collected funds instead of general purposes. Councilman Vroman wanted it noted that he doesn't agree with 18-19% tax (if stacking is allowed) on anything. Councilman Hall stated he felt everyone was burned out on taxes and would be personally voting no against this ordinance. Councilman Kessinger stated he liked giving the voters the opportunity to choose and he felt now was a good time to proceed. He also reminded council of the possible 10 year budgetary shortfall that was projected in the last workshop. A motion was made by Fridley and seconded by Higgins to approve the ordinance. A roll call votes showed: Ayes: Fridley, Kessinger, Higgins, Mayberry, Chirban, Balch, Johnson, and Florence. Nays: Vroman and Hall, Absent: Steen and Greven.

D. **Ordinance** to enter into an agreement with SAK Construction, LLC for Sanitary Sewer Lining (PW Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4784: 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. A motion was made by Johnson and seconded by Chirban to approve the ordinance. A roll call vote showed the following: Ayes: Chirban, Higgins, Vroman, Mayberry, Balch, Johnson, Kessinger, Florence, Fridley, and Hall. Nays: none. Absent: Steen and Greven.

IV. **NEW BUSINESS** – None

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

A. **Resolution** to revise the (year-end) FY 2023 Budget. (Finance Director Steffanie Rogers)To comply with RSMo Chapter 67, the City of Rolla has evaluated its financial position prior to closing the fiscal year-end and has submitted additional budget adjustments for Council approval. City Counselor Nathan Nickolaus read the resolution for one reading, by title: RESOLUTION 2029: A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND APPROPRIATING FUNDS PURSUANT THERETO. A motion was made by Fridley and seconded by Higgins to approve the resolution. A voice vote showed 10 Ayes, zero Nays, 2 Absent.

VI. **CITIZEN COMMUNICATION**

A. Thelma May – Shared concerns regarding the increasing homelessness in the area.
B. Matt Farrar – Shared difficult calls he took as a Police Department, perceived discrimination regarding mental health assistance and wanted to air grievances against Police Chief Fagan but was redirected by Mayor Magdits as to the proper avenue and channels for such a complaint.
C. Melissa Jones – Shared with council she felt their first priority is their family and the proper place to air a grievance towards a city councilmember is during an election.

VII. **MAYOR/CITY COUNCIL COMMENTS**

A. Councilwoman Johnson stated she wanted to address the wants and needs of the police department to address their retention issue. Mayor Magdits stated it would be placed on the agenda.
B. Councilman Chirban announced the next council meeting would be February 5th.
C. Councilman Florence recognized the new Junior Cadet program of the Rolla Police Department.
D. Councilman Fridley offered congratulations to Councilman Fridley for his upcoming retirement from the Rolla Public Schools.

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

IX. **CLOSED SESSION** –

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

At 8:10 a motion was made by Johnson and seconded by Vroman enter into closed session. A roll call vote showed: Ayes: Kessinger, Fridley, Vroman, Mayberry, Chirban, Balch, Johnson, Florence, Higgins, and Hall. Nay: none. Absent: Steen and Greven.

At 9:02 council returned from closed session where an item of legal litigation and real estate were discussed. No reportable actions were taken.

X. **ADJOURNMENT** - Having no further business, the meeting adjourned at approximately 9:03 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK MAYOR

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III.a.1

DECEMBER MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Dec 2023	Nov 2023	Dec 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Cardboard	103.0 ton	108.0 ton	107.5 ton	1,417.2 ton	1,481.9 ton	1,481.9 ton
Newspaper	36.0 ton	18.1 ton	35.0 ton	369.3 ton	455.6 ton	455.6 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	20.0 ton	63.5 ton	63.5 ton
Aluminum	2.1 ton	0.0 ton	0.0 ton	13.6 ton	16.1 ton	16.1 ton
Steel Cans/Scrap Metal	3.5 ton	5.5 ton	14.0 ton	53.7 ton	69.7 ton	69.7 ton
Plastic	9.6 ton	0.0 ton	0.0 ton	96.2 ton	98.2 ton	98.2 ton
Glass	24.8 ton	0.0 ton	0.0 ton	230.5 ton	201.7 ton	201.7 ton
Batteries	0.0 ton	2.5 ton	0.0 ton	5.2 ton	2.1 ton	2.1 ton
Electronic Waste	1.9 ton	3.3 ton	3.5 ton	32.5 ton	39.3 ton	39.3 ton
Household HW	0.0 ton	1.1 ton	0.0 ton	4.8 ton	0.0 ton	0.0 ton
TOTAL	**180.8 ton**	**138.5 ton**	**160.0 ton**	**2,243.1 ton**	**2,428.1 ton**	**2,428.1 ton**

SERVICES PROVIDED

Type of Service	Dec 2023	Nov 2023	Dec 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Special Pick-ups	22	43	43	503	639	639
Paper Shredding	6.5 hours	1.8 hours	4.5 hours	53.3 hours	59.5 hours	59.5 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	80	85	72	936	953	953

DISPOSAL TONNAGE

(Sanitation Division)

Material	Dec 2023	Nov 2023	Dec 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Refuse	1,408.4 ton	1,549.5 ton	1,245.9 ton	17,755.4 ton	16,383.3 ton	16,383.3 ton

Management Report
FISCAL YEAR 2024

December 2023

III.b.1

BUILDING PERMITS ISSUED	DECEMBER FY 2024 #	DECEMBER FY 2024 Value	DECEMBER FY 2023 #	DECEMBER FY 2023 Value	YTD FY 2024 #	YTD FY 2024 Value	YTD FY 2023 #	YTD FY 2023 Value	Δ CHANGE FY 23 - FY 24 # ISSUED	Δ CHANGE FY 23 - FY 24 $ VALUE
PERMITS ISSUED	20	$ 1,196,066	29		106		88		20.5%	
Electric, Plumbing, etc. Only	14	$ -	13	$ -	61	$ -	45	$ -	35.6%	
Single Famil Detached	2	$ 439,466	-	$ -	6	$ 1,520,466	1	$ 290,000	500.0%	424.3%
Single Family Attached	-	$ -	-	$ -	4	$ 488,000	-	$ -		
Duplexes	-	$ -	-	$ -	1	$ 300,000	-	$ -		
3-or-4 family	-	$ -	4	$ 2,160,800	-	$ -	5	$ 2,700,800	-100.0%	-100.0%
5-or-more family	-	$ -	-	$ -	-	$ -	-	$ -	#DIV/0!	#DIV/0!
Hotels, Motels	-	$ -	-	$ -	-	$ -	-	$ -		
Other nonhousekeeping shelter	-	$ -	-	$ -	-	$ -	-	$ -		
Amusement, social, recreational	-	$ -	-	$ -	-	$ -	-	$ -		
Churches, other religious	-	$ -	-	$ -	-	$ -	-	$ -		
Industrial	-	$ -	-	$ -	2	$ 2,900,000	-	$ -		
Parking garages	-	$ -	-	$ -	2	$ 170,000	2	$ 25,383	0.0%	569.7%
Service stations, repair garages	-	$ -	-	$ -	-	$ -	-	$ -		
Hospitals, institutional	-	$ -	-	$ -	-	$ -	-	$ -		
Offices, banks, professional	-	$ -	-	$ -	-	$ -	1	$ 1,100,000	-100.0%	-100.0%
Public Works, utilities	-	$ -	-	$ -	-	$ -	-	$ -		
Schools, other educational	-	$ -	-	$ -	-	$ -	-	$ -		
Stores, customer	-	$ -	-	$ -	-	$ -	-	$ -		
Towers, antennas	-	$ -	-	$ -	-	$ -	-	$ -		
Signs, attached and detached	3	$ 7,600	4	$ 23,000	12	$ 53,400	12	$ 52,200	0.0%	2.3%
Residential addition, remodel	3	$ 49,000	6	$ 89,600	10	$ 173,600	12	$ 312,284	-16.7%	-44.4%
Commercial addition, remodel	1	$ 700,000	1	$ 2,500	11	$ 5,315,383	8	$ 746,500	37.5%	612.0%
Residential garage, carport	-	$ -	-	$ -	-	$ -	-	$ -		
Demolition, single family	-	$ -	1	$ -	-	$ -	2	$ -	-100.0%	#DIV/0!
Demolition, 2-family	-	$ -	-	$ -	-	$ -	-	$ -		
Demolition, 3-or-4 family	-	$ -	-	$ -	-	$ -	-	$ -		
Demolition, 5-or-more family	-	$ -	-	$ -	-	$ -	-	$ -		
Demolition, all other	-	$ -	-	$ -	-	$ -	-	$ -		
Total Residential Units	-	$ 439,466.00	16	$ 2,160,800	10	$ 2,308,466	21	$ 2,990,800	-52.4%	-22.8%
EST. CONSTRUCTION COSTS		$ 1,196,066	-	$ 2,275,900	-	$ 10,920,849	-	$ 5,227,167	#DIV/0!	108.9%
Building Permit Fees		$ 3,293	-	$ 8,790	-	$ 24,810	-	$ 21,223	#DIV/0!	16.9%
FEES		$ 8,743	-	$ 16,740	-	$ 63,560	-	$ 41,173	#DIV/0!	54.4%

INSPECTIONS PERFORMED	DECEMBER FY 2024	DECEMBER FY 2023	YTD FY 2024	YTD FY 2023	FY FY 23 - FY 24
Building Inspections	163	123	518	337	54%
Electrical Inspections	113	63	281	192	46%
Excavation Inspections	0	0	0	0	#DIV/0!
Plumbing Inspections	56	46	180	130	38%
Mechanical Inspections	34	25	72	60	20%
Code Inspections	233	177	744	533	40%
Nuisance Inspections	74	97	204	294	-31%
Business License Inspections	5	5	29	24	21%
TOTAL INSPECTIONS	678	536	2028	1570	29%

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Dec 1, 2023 - Dec 31, 2023
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401		
Physical Address: 901 NORTH ELM, ROLLA, MO 65401	County: Phelps County	Circuit: 25
Telephone Number: (573)3648590	Fax Number:	
Prepared by: RELAUUN SMITH	E-mail Address:	
Municipal Judge: James T. Crump		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	15	1,051	190
B. Cases (citations/informations) filed	2	314	8
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	27	3
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	204	0
6. dismissed by court	0	2	0
7. *nolle prosequi*	0	67	3
8. certified for jury trial (not heard in Municipal Division)	0	0	1
9. TOTAL CASE DISPOSITIONS	0	300	7
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	17	1,065	191
E. Trial de Novo and/or appeal applications filed	0	0	1

III. WARRANT INFORMATION (pre- & post-disposition)		**IV. PARKING TICKETS**	
1. # Issued during reporting period	57	1. # Issued during period	275
2. # Served/withdrawn during reporting period	48	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	1,073		

III. C. 1

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Dec 1, 2023 - Dec 31, 2023

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$1,845.50
Clerk Fee - Excess Revenue	$262.04
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$8.07
Bond forfeitures (paid to city) - Excess Revenue	$0.00
Total Excess Revenue	$2,115.61

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$4,740.50
Clerk Fee - Other	$348.00
Judicial Education Fund (JEF) [x] Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$50.84
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$362.47
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$10.73
Law Enforcement Training (LET) Fund surcharge	$100.00
Domestic Violence Shelter surcharge	$100.00
Inmate Prisoner Detainee Security Fund surcharge	$0.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$50.00
Bond forfeitures (paid to city) - Other	$0.00
Total Other Revenue	$5,762.54

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Court Automation	$355.85
Overpayment-E/R	$55.00
Total Other Disbursements	$410.85
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$8,289.00
Bond Refunds	$858.50
Total Disbursements	$9,147.50

III.C.2

Rolla Police Department Monthly Report
YTD 2023

Part I Crimes

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

	Criminal Homicide	Rape	Robbery	Felony Assault	Burglary	Larceny	Auto Theft	Arson	Total	Change from Previous Yr
December	0	1	0	6	2	36	4	0	49	
YTD 2023	0	9	6	54	76	509	54	5	713	-11.10%
2022	0	7	6	94	119	528	44	4	802	-1.11%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%
2019	0	16	6	87	164	604	46	4	927	14.59%
2018	0	30	7	84	102	547	34	5	809	-5.49%

Overdoses

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

	Overdose Calls for Service	Narcan Administered by RPD	Overdose Deaths
December	7	2	0
YTD 2023	104	38	8
2022	132	42	11

III.d.1

Rolla Police Department Monthly Report
YTD 2023

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Abandoned/Recovered Property	11	13	17	19	21	31	18	19	13	15	14	11	202	241	-16.18%
Abandoned Vehicle	26	15	16	14	22	27	35	31	18	22	14	14	254	239	6.28%
Accident - Fatality	0	0	0	0	0	0	0	1	0	0	0	0	1	0	#DIV/0!
Accident - Injury	11	17	15	19	18	16	9	22	19	21	29	20	216	214	0.93%
Accident - Leave The Scene	5	16	23	6	14	9	17	15	21	20	15	3	164	193	-15.03%
Accident - No Injury	40	41	34	39	26	40	21	37	39	49	47	43	456	527	-13.47%
Accident - Private Property	22	16	13	20	26	24	25	24	26	20	16	15	247	292	-15.41%
Accident - Road Blocked	7	2	10	9	3	8	2	4	5	1	2	5	58	72	-19.44%
Adult Abuse	1	0	0	0	0	0	0	1	0	1	0	0	3	4	-25.00%
Alarm LE	68	63	68	79	65	60	74	84	73	67	56	69	826	824	0.24%
Animal Bite/Attack	2	0	1	4	3	2	3	4	3	2	2	2	28	41	-31.71%
Animal Control	93	75	86	120	135	145	134	103	103	107	81	90	1,272	1,429	-10.99%
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Assault	14	8	6	8	15	12	10	8	17	12	9	10	129	186	-30.65%
Assist Agency Non-LEA	81	64	74	61	60	71	72	72	89	63	63	54	824	853	-3.40%
Assist Citizen	6	7	6	2	5	13	5	9	9	7	4	9	82	86	-4.65%
Assist LEA	10	13	11	13	9	16	18	14	12	13	10	16	155	173	-10.40%
Assist Motorist	25	18	26	18	23	40	24	31	22	34	24	25	310	308	0.65%
Bomb Threat	0	0	0	0	0	0	0	0	1	0	0	0	1	4	-75.00%
Building Lockout	1	0	0	1	2	1	4	3	0	1	0	2	15	8	87.50%
Burglary	11	9	7	15	14	11	11	14	10	11	10	9	132	173	-23.70%
Business/Building Check	205	227	202	161	180	167	164	179	158	170	207	206	2,226	3,163	-29.62%
Call for Police	61	60	62	44	52	53	55	33	45	36	43	28	572	752	-23.94%
Check Well Being	97	96	107	129	133	122	133	153	109	108	110	108	1,405	1,387	1.30%
Child Abuse	1	2	3	2	4	1	0	1	2	2	1	1	20	31	-35.48%
Child Exploitation/Pornography	2	0	0	0	0	0	0	0	0	1	0	0	3	1	200.00%
Confidential Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	2	-100.00%
Conservation Violation	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0.00%
Court	10	10	6	11	11	5	2	7	5	9	12	9	97	119	-18.49%
Crossing Guard (Officer coverage)	5	3	2	5	3	0	0	1	14	3	3	2	41	57	-28.07%
CWB 911 Hangup	209	228	269	315	402	474	294	287	239	268	233	164	3,382	2,338	44.65%
Death	1	0	0	0	1	0	0	1	0	2	0	1	6	16	-62.50%
Destruction of Property	15	18	16	19	13	18	27	10	15	15	21	12	199	216	-7.87%
Disturbance-Fireworks	0	0	0	0	1	8	27	3	0	1	0	0	40	38	5.26%
Disturbance-Liquor	2	0	0	0	1	0	0	0	0	0	0	0	3	10	-70.00%
Disturbance-Other	71	57	77	67	65	62	63	60	60	65	52	47	746	819	-8.91%
Domestic Violence	25	33	32	48	35	41	42	46	36	44	49	42	473	481	-1.66%
Driving While Intoxicated	6	10	9	7	11	12	9	13	16	17	13	16	139	115	20.87%
Drown/Water Rescue	0	0	0	0	0	0	0	0	0	0	0	0	0	1	-100.00%
Drug Paraphernalia	6	11	10	8	6	15	12	14	10	13	5	3	113	114	-0.88%
Escape	0	0	0	0	0	0	0	0	1	0	0	0	1	0	#DIV/0!
Escort - Bank	0	1	0	0	0	0	0	0	0	0	1	0	2	1	100.00%
Escort - Courtesy	12	9	5	5	9	6	5	11	11	5	11	5	94	71	32.39%
Escort - Funeral	12	4	11	4	6	10	9	10	11	11	11	9	108	77	40.26%
Exparte Violation	14	3	13	5	9	5	4	12	3	5	3	13	89	85	4.71%
Field Interview	49	35	24	42	55	62	88	62	75	46	33	31	602	655	-8.09%
Fight	5	1	3	2	5	6	5	10	7	4	4	6	58	50	16.00%
Fingerprints	0	4	3	5	10	5	5	12	20	6	5	2	77	62	24.19%
Follow-up	117	128	164	119	150	108	144	143	105	123	124	98	1,523	1,433	6.28%
Foot Patrol	0	1	1	1	0	0	0	0	1	1	0	1	6	13	-53.85%
Forgery-Counterfeiting	1	0	1	6	2	6	7	6	1	2	4	1	37	10	270.00%
Found Body	0	1	1	1	0	0	0	0	0	0	0	0	3	1	200.00%
Fraud - Checks/Credit Card	14	19	27	17	25	24	19	22	19	14	23	16	239	235	1.70%
Harassment	30	19	19	22	24	33	20	13	16	19	17	15	247	302	-18.21%
Identity Theft	3	3	5	6	0	3	0	1	2	6	3	5	37	14	164.29%
Information Request	331	322	360	281	307	361	346	365	356	364	306	291	3,990	3,398	17.42%
Intoxicated Person	6	5	11	5	6	7	7	11	10	5	11	1	85	117	-27.35%
Jail Incident	0	0	0	0	0	0	0	0	0	0	0	0	0	1	-100.00%
Juvenile Complaint	9	20	17	13	19	10	10	8	8	12	8	5	139	159	-12.58%
Keep the Peace/Standby	9	8	12	15	11	11	7	8	15	14	7	9	126	164	-23.17%

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Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Kidnapping	2	0	0	0	0	1	0	0	0	0	0	0	3	3	0.00%
Leave without Pay	0	2	0	0	0	0	0	0	1	2	0	0	5	9	-44.44%
Liquor Violation	0	1	0	0	0	0	0	0	0	0	0	0	1	2	-50.00%
Littering/Dumping	4	0	3	0	0	6	7	3	2	2	1	2	30	53	-43.40%
Loitering	2	2	1	2	8	4	5	6	9	2	5	7	53	99	-46.46%
Lost or Stolen Property	7	11	10	4	8	9	7	7	13	9	6	4	95	76	25.00%
Loud Noise Complaint	24	17	33	32	29	21	6	27	33	49	24	25	320	291	9.97%
Malicious Mischief	1	1	4	3	5	1	3	1	1	0	2	1	23	16	43.75%
Mental Health	28	15	16	22	28	24	24	28	25	30	24	26	290	359	-19.22%
Missing Person	4	4	7	9	7	8	6	5	4	10	9	6	79	91	-13.19%
Murder	0	1	0	0	0	0	0	0	0	0	0	0	1	0	#DIV/0!
Narcotics Violation	14	21	14	14	15	18	29	11	17	16	17	8	194	261	-25.67%
Negotiation Callout	0	0	0	0	0	0	0	0	0	0	0	0	0	2	-100.00%
No Business License	0	0	1	0	0	0	0	0	0	0	0	0	1	1	0.00%
Open Door	7	4	3	3	10	5	7	10	3	2	3	3	60	97	-38.14%
Other	0	0	0	0	0	0	0	0	0	0	1	0	1	0	#DIV/0!
Overdose	8	6	5	2	9	10	6	11	13	12	5	5	92	106	-13.21%
Paper Service	14	22	32	24	19	16	18	23	20	13	16	18	235	300	-21.67%
Prisoner Transport	8	0	4	1	0	0	0	1	1	3	0	3	21	24	-12.50%
Property Damage-Non Criminal	1	1	0	3	3	1	1	1	0	0	0	1	12	14	-14.29%
Prostitution	0	0	0	1	0	0	0	0	0	0	0	0	1	3	-66.67%
Prowler	1	1	6	0	2	7	4	4	5	4	6	2	42	49	-14.29%
Public Indecency	0	2	2	4	3	2	4	4	2	0	5	1	29	14	107.14%
Public Relations	3	4	11	7	9	5	8	6	14	13	17	16	113	132	-14.39%
Pursuit	0	0	1	1	0	1	0	1	0	0	0	0	4	4	0.00%
Rape/Sexual Assault	2	0	1	1	1	1	2	2	2	4	2	1	19	9	111.11%
Robbery	2	0	0	0	0	0	0	0	1	0	0	0	3	5	-40.00%
Runaway	7	3	6	8	10	9	17	10	10	10	7	12	109	88	23.86%
Search Warrant	2	1	1	2	0	1	0	0	1	0	0	1	9	7	28.57%
Vacation/Security Check	18	2	11	11	22	43	43	20	34	19	25	26	274	247	10.93%
Selective Enforcement	0	0	0	0	0	0	0	0	0	1	0	0	1	1	0.00%
Sewer Alarm	0	0	1	0	1	0	1	0	2	0	0	0	5	4	25.00%
Sex Offenses	3	2	6	1	5	4	0	3	2	3	2	2	33	61	-45.90%
Shots Fired	0	3	3	6	3	1	3	2	7	2	4	4	38	43	-11.63%
Soliciting	2	4	1	2	1	1	3	0	1	1	1	0	17	23	-26.09%
Stabbing	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0.00%
Stabbing or Shooting with Injury	2	0	0	0	0	0	1	0	0	0	0	0	3	7	-57.14%
Stalking	3	0	2	0	1	0	1	2	1	1	3	0	14	5	180.00%
Stealing	61	58	107	75	93	60	64	65	65	76	70	71	865	935	-7.49%
Stolen Vehicle	9	9	14	12	5	8	12	9	5	2	9	6	100	87	14.94%
Suicide	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0.00%
Suspicious Activity	100	81	61	80	86	88	89	104	87	79	71	48	974	1,100	-11.45%
Suspicious Package/Item	1	0	0	2	1	0	1	2	0	1	0	0	8	4	100.00%
SWAT Callout	0	0	0	1	0	0	0	0	0	0	0	0	1	4	-75.00%
Tampering	4	2	5	4	5	1	5	8	10	8	5	10	67	67	0.00%
Telephone Harassment	6	11	19	14	18	8	11	13	10	19	18	10	157	130	20.77%
Tow Sticker Expired	17	14	12	5	12	13	22	18	8	8	7	4	140	185	-24.32%
Traffic Complaint	109	130	130	125	129	128	167	145	134	135	128	121	1,581	1,719	-8.03%
Traffic Stop	401	350	282	349	219	290	240	273	251	197	205	205	3,262	4,419	-26.18%
Trespassing	56	42	36	45	65	46	54	49	41	42	38	21	535	696	-23.13%
Try to Contact	6	14	9	20	18	14	13	9	16	13	11	12	155	185	-16.22%
Vehicle Identification	35	38	25	49	39	31	41	33	40	27	27	30	415	589	-29.54%
Vehicle Lockout	2	3	1	1	0	0	3	3	5	2	0	1	21	28	-25.00%
Vehicle Repossession	8	8	2	7	2	7	4	11	4	3	5	6	67	56	19.64%
Veterinary Call	3	3	1	5	6	2	0	2	6	1	0	1	30	69	-56.52%
Weapons Violation	3	5	4	3	7	5	6	5	6	4	1	4	53	62	-14.52%
Totals	2,752	2,613	2,778	2,774	2,921	3,061	2,924	2,935	2,762	2,682	2,497	2,268	32,967	35,219	-6.39%

III.d.3

ANIMAL CONTROL MONTHLY TOTALS

December 2023

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
City of Rolla	24	10	2	5	41	412	453
Rolla Area	1	0	0	0	1	29	14
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	1
Other Agencies	0	0	0	0	0	0	8
St. James Area	0	0	0	0	0	1	0
Ft. Leonard Wood	0	0	0	0	0	0	0
Monthly Total	25	10	2	5	42		
2023 YTD Total	199	77	5	161		442	
2022 YTD Total	244	81	1	150			476
Total Phelps County	1	0	0	0	1	30	19

ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
Animals Adopted ①	12	2	0	0	14	101	138
Animals Claimed	8	0	2	0	10	93	95
Euthanized(Ill/Injured)	0	0	0	0	0	16	10
Euthanized(Dangerous)	3	6	0	0	9	37	40
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	2	0	5	7	105	80
Transferred to Rescue③	0	0	0	0	0	1	10
Wildlife Relocated	0	0	0	0	0	71	50
Other	0	0	0	0	0	3	2
Monthly Total	23	10	2	5	40		
2022 YTD Total	191	68	5	163		427	
2021 YTD Total	227	84	1	113			425

	Monthly Total	2023 YTD Total	2022 YTD Total			
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%			
PR Programs	0	7	11			
Calls for Service	76	1,312	1,322			
Written Warnings	0	0	0			
Citations	0	6	22			
Total Incinerator Hours	0	0	159			

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ANIMAL CONTROL MONTHLY TOTALS

EOY 2023

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	2023 EOYTotal	2022 EOY Total	2021 EOY Total
City of Rolla	175	71	5	161	412	453	446
Rolla Area (Rural Areas)	23	5	0	0	28	14	37
Newburg Area	0	0	0	0	0	0	2
Doolittle Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	1	0
St. James Area	1	0	0	0	1	8	0
Ft. Leonard Wood (Mil)	0	0	0	0	0	0	1
Other Law Enf. Agencies	0	0	0	0	0	1	2
2023 EOY Total	199	76	5	161	441		
2022 EOY Total	244	81	1	151		477	
2021 EOY Total	233	100	2	153			488
Total Phelps County	24	5	0	0	29	22	39

ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	2023 EOYTotal	2022 EOY Total	2021 EOY Total
Animals Adopted ①	75	26	0	0	101	138	116
Animals Claimed	85	4	4	0	93	95	109
Euthanized(Ill/Injured)	3	5	1	8	17	10	11
Euthanized(Dangerous)	18	19	0	0	37	36	47
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	6	14	1	84	105	80	74
Transferred to Rescue ③	1	0	0	0	1	9	20
Wildlife Relocated	0	0	0	71	71	50	75
Other	3	0	0	0	3	2	4
2023 EOY Total	191	68	6	163	428		
2022 EOY Total	227	80	1	112		420	
2020 EOY Total	223	98	2	133			456

ADDITIONAL STATISTICS

	2023 EOYTotal	2022 EOY Total	2021 EOY Total		
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%		
PR Programs	11	11	27		
Calls for Service	1312	1322	1,350		
Written Warnings	0	0	5		
Citations	6	22	30		
Total Incinerator Hours	0	159	812		

III.e.2

REGULAR SESSION – December 28, 2023

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

The meeting was called to order at 5:32 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President, Nick Barrack presiding. The following were present:

Board members: President, Nick Barrack
Vice President - vacant
Secretary, Dr. Wm. E. Showalter
Vice Secretary, Ted Read

RMU Staff: General Manager, Rodney P. Bourne, P.E.
Engineering Manager, Chad Davis, P.E.
Finance Manager, Gwen Cresswell
Business Manager, Jason Grunloh
Electric Superintendent, Eric Lonning
Water Superintendent, Jason Bell

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

* * * * *

I. APPROVAL OF MINUTES

Read made a motion, seconded by Showalter, that the minutes of the November 27, 2023 Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION *(None)*

III. SPECIAL PRESENTATION *(None)*

V. STAFF REPORTS

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

1. The Board received the ***Statement of Income & Expenses*** reports for November 2023.
   Cresswell reviewed November reports (FY24):
   Month-to-Date comparison of November 2023 to November 2022
   - November shows operating income of $2,447,000 which is an increase of over $261,000 from November 2022. Year-to-date operating income is $4,860,000 which is an increase of over $216,000 compared to this time last year.
   - Purchased power expenses for the month of November were $1,809,000 which is a decrease of over $214,000 from November 2022. Year-to-date purchased power is $3,566,000 which is a decrease of over $108,000 from this time last year.
   - Total operating expenses for November were $2,696,000 which includes purchased power. This is down over $228,000 from November 2022 and down over $86,000 year-to-date. The bulk of this decrease is purchased power. The Electric department is showing an operating loss of $473,000 for the year and the Water department is showing an operating gain of $116,000.
   - Other income and expenses brought in $117,000 for a total net loss for the month of $131,967 and $105,646 for the year.
2. Cresswell presented RMU's ***Financial Statement***, ***Statistics*** report, and the ***Disbursement Summary*** for November 2023.

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

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

1. Operations Software Update
   Grunloh announced that as of 5:00 p.m. on Wednesday, December 27th, the electronic payment portal is temporarily shut down. The shutdown will last tentatively through January 2nd and is related to the conversion to the Edmunds Govtech Operating System. During the shutdown, Edmunds will be converting and transferring all accounting, HR, and inventory systems and no changes can be made to those systems. Customers are still able to make payments with cash or check. Over the next month, we will watch for customer accounts that may have had automatic payments affected by the shutdown.

III. F. 1

2. APPA Mutual Aid Commendation

Grunloh invited Eric Lonning, Electric Superintendent, to discuss RMU's recognition from APPA. Lonning announced that RMU was recognized by the APPA for our efforts to assist in mutual aid in 2023. Lonning reported that crews were sent out twice during the summer to assist in mutual aid calls. One crew consisting of five guys went to Springfield, Illinois to help with recovery after a series of bad storms in the central Illinois area. Foreman Jeremy Arthur and Dave Gorrell along with Journeyman Jestin Casto and Jeremy Brown and Electric Superintendent Eric Lonning were in the Springfield area for four days over the fourth of July holiday helping to repair electric lines and services.

Journeyman Casto and Brown also spent three days later in the summer in Nixa, Missouri helping to repair service lines to homes following a bad windstorm. Lonning thanked the RMU lineman who assisted with the mutual aid calls, and the APPA for the recognition.

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

1. Updates on:

a. Development Review Committee Meetings (DRC).

Davis noted the DRC meeting on November 21st had two items on the agenda.

- SUB23-04 - RMU had several comments regarding combining four lots and a vacated alley into one lot at 601 E. 10th Street. a barbed wire fence at 1000 N. Oak Street. RMU is neutral concerning the combining of the four lots and vacated alleyway into one lot but feels that the western 5-foot-wide portion of easement 378-289 should be retained as a utility easement. Although there is no RMU infrastructure in the alleyway, RMU encourages the retaining of the 12-foot-wide area of the west-east running alleyway as a public utility easement. If the owner anticipates installing area lighting, RMU requests to be contacted as soon as possible in the planning process to discuss electrical power requirements.
- SUB23-05 – Lot Line Adjustment & Lot Combination at 209 W. 11th Street and 210 W. 10th Street. RMU plans to remove the overhead electric infrastructure along the alleyway on the east side of the property. RMU anticipates requesting that a utility easement be granted to accommodate a padmount transformer on the property. Currently, the location is expected to be on the southwest corner of the property.
- The DRC meeting on December 21, 2023 had one item on the agenda, which was the potential development of Center Drive Semi-Truck Drive-Through Restaurant on a lot adjacent to Love's. RMU requests site plans and project drawings, with electric load to determine electric transformer sizing and metering equipment requirements. Additionally, RMU needs to know if a fire sprinkler system is planned due to the requirements for a separate fire sprinkler line and for backflow prevention for fire sprinkler systems. If an irrigation system is planned, RMU requests to know due to the requirement for backflow prevention for irrigation systems.

b. Current RMU projects

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

- 1000 North Oak Street – Electric and water services were established to the new facility of Christian Campus Fellowship for Women.
- MO S&T North Substation – Electric crews are working on a revision of overhead 34.5 kV system to move switch plus the addition of recloser and new metering for connection to the new substation.
- Crews have completed establishing electric and water services for a new commercial development at 3500 Enterprise Drive, which will be a new truck wash in the Hypoint area.
- Continue to work with Brightspeed and other providers on their efforts to expand fiber optic services
- Davis reported that fourth quarter testing of (Oct/Nov/Dec) of our generators is complete. One unit had a fan motor that had to be replaced. It has been tested since and runs.
- Davis highlighted water projects from the Operation Manager's Report. The water crew will be working on replacing old water main in the Sycamore area again during the winter. Service line replacement will take place on 7th Street from Cedar to Holloway Streets.
- Ann Lee Estates & Sunny Drive areas – Construction of additional homes will be picking back up. Underground distribution to new homes will be needed as construction of more homes takes place.

2. 10th Street Water Main Replacement

Davis reported that recent water main failures at 10th Street and McCutchen Drive have expedited the need to reprioritize that area for replacement. Although repairs have been done, the immediate solution has included taking portions of the system out of service which results in decreased overall capacity in the area during high flow events, reduced redundancy, and dead-end mains. We have identified other water mains within our distribution system that need attention but require more planning and intense construction efforts beyond the normal main replacements by RMU staff. The immediate need is to replace approximately 2000 feet of water main (plus new fire hydrants, valves, revisions to services, and other related work) along the north side of 10th Street from McCutchen Drive to Condo drive. Staff is requesting authorization from the Board to hire a contractor to make emergency replacements. If authorized, RMU will request bids to complete the work and bring those bids to the Board for consideration and approval at a future meeting. There was no objection from the Board to seek bids for water main replacement.

III.S.2

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

1. GBS Update

Bourne reported that the Broker of Record assignment with Brown & Brown has been completed. They have been communicating with GBS and appear to be working together on our health insurance program. Brown & Brown should be able to provide feedback in a few months with an elevation of GBS performance.

2. MPUA/MoPEP Update

Bourne highlighted a few topics from the most recent MPUA/MoPEP meeting.

- Bourne noted that MPUA has updated the Mutual Aid Agreement which is on the agenda for approval under New Business.
- Ameren Missouri has filed a petition with MO Public Service Commission for the early retirement of Rush Island Coal Plant in October 2024. Rush Island is a 1,178MW facility, and if retired, will leave Ameren with two coal facilities remaining. Ameren, under a new provision in state law, is able to write off $500 million in facility debt which includes lost revenue and life of plant costs and rolling the remainder in retail rates. Bourne noted it is not clear how the early retirement may affect grid reliability in the region. The situation will be monitored for updates.
- Time-of-use rates, which are being utilized more frequently by utility companies, have come to the attention of legislators due to Evergy's initial drastic difference between the high-cost rate during peak times and the nighttime rates. Legislation has been filed to crack down on the Public Service Commission's ability to approve these rate structures and limit the rates of Investor-owned Utilities (IOU's) moving forward.
- A MoPEP Board meeting will take place on January 17, 2024 and there will be a couple workshops on January 19th.

3. Nagogami Pressure Zone Update

Bourne reported that he is still working with MS&T and our attorney on the language for a Water Service Agreement, which should be presented at the next Board meeting.

V. **UNFINISHED BUSINESS**

A. **Building Expansion – AIA Contract with Archimages**

Cresswell presented the updated contract, which was included in Board packets. Cresswell noted the Building Committee met with the architect to discuss concerns on the original contract. The Scope of Work and AIA Agreement between the Owner and Architect has been revised based on committee input. The changes include adding the Geotechnical Engineering Services into the architect's scope of work for an additional cost of $9,750. The agreement includes design development, construction documents, bidding and construction administration services. The price for the basic services of this agreement includes Civil Engineering at $56,000, Landscape Design at $4,500 and Architectural services not to exceed $589,750 with optional service of Furniture Coordination at $14,500, Signage Coordination at $9,500 and Geotechnical Engineering Services at $9,750. The total comes to $684,000. Staff recommend approving the Scope of Work and AIA Contract Agreement with Archimages as amended. **Read made a motion, seconded by Showalter, to approve the Scope of Work and AIA Contract Agreement with Archimages as presented for a maximum of $684,000. Motion passed unanimously.**

VI. **NEW BUSINESS**

A. **RFB 24-103 – Fire Hydrants**

Bell reported that RMU solicited bids for our stock of fire hydrants. Out of the four companies contacted, we received bids from three. Staff recommends approving the lowest bid from Water & Sewer Supply with a lead time of 2-3 weeks. **Read made a motion made a motion, seconded by Showalter, to award the bid for fire hydrants to Water & Sewer Supply for a total of $37,885. Motion passed unanimously.**

B. **RFB 24-104 – Water Materials**

Bell presented the bids for the supply of normal water materials, including pipes, fittings, valves, and brass. Most of the materials have lead times of two to three weeks, but Ford Brass has lead times of 16-20 weeks. The lowest bid received was from Water & Sewer Supply in the amount of $291,126.67. **Showalter made a motion, seconded by Read, to award the bid for water materials in the amount of $291,126.67 to Water & Sewer Supply. Motion passed unanimously.**

C. **RFB 24-105 – Electric Materials**

Lonning reported that RMU solicited bids for electric hardware and materials for normal restocking purposes. Lonning explained that some of the materials have lead times close to a year, primarily underground wire and some underground terminations. Requests were sent to six companies with four bids received back. Only one of those bids was a complete bid. Staff recommends approving the lowest and complete bid from Fletcher-Reinhardt in the amount of $264,756.47. **Read made a motion, seconded by Showalter, to approve the bid for electric materials from Fletcher-Reinhardt in the amount of $264,756.47. Motion passed unanimously.**

D. **RFB 24-106 – Pad Mount Switches**

Lonning presented the bids for pad mounted switchgear explaining that there are a few upcoming projects where these are needed, including downtown underground projects. Additionally, a large commercial customer and an

III . f . 3

industrial customer have approached us for upgrades to their electric service. RMU has similar switch gear around town that are oil-filled but they are 25-year-old outdated units and known for failure problems. With the lead time to receive the units close to a year, Lonning requests to purchase spares for unexpected failure or damage. Five bids were submitted with the low bid coming in at $528,647 from Harry Cooper Supply Company. Bourne explained that RMU has funds available since 2016 from a MoPEP grant in the amount of $500,305 which would cover the bulk of the purchase price of the pad mount switches. Bourne would like approval from the Board to apply for the grant and utilize those funds for this purchase. **Showalter made a motion, seconded by Read, to approve the request to apply for the MoPEP grant funds in the amount of $500,305 to apply towards the purchase of pad mount switches from Harry Cooper Supply Company with their bid of $528,647. Motion passed unanimously.**

Lonning explained he would also like to purchase primary metering racks. Tentative figures place each unit around $20,000. There are specific locations around Rolla for the metering racks to be utilized and ordering 3-4 units would be adequate. Those bids would be presented at January's Board meeting. The Board was agreeable to proceeding with requesting bids. No vote was taken at this time.

E. **Reassignment of Duties/Authorizations**
Bourne explained that back in October 2020, the Board implemented recommendations for duties after Dennis Roberts retired. Bourne is requesting approval from the Board for realigning some duties now that Grunloh and Cresswell have been with RMU for a few years. The updated reassignment of duties would be as follows:

- Safe Deposit Box Authorization – Add Gwen Cresswell and Jason Grunloh to the Safe Deposit Box Authorization List.
- MIRMA Alternate Director – Change to Jason Grunloh
- MPUA Alternate Director – Change to Gwen Cresswell

Read made a motion, seconded by Showalter, to approve the reassignment of duties as outlined. Motion passed unanimously.

F. **MPUA Mutual Aid Agreement**
Bourne presented the updated MPUA Mutual Aid Agreement included in the Board packets. Board approval is required to participate in the mutual aid program. The agreement covers Missouri, Arkansas, Nebraska, and Mississippi MPUA participating members. The major change in the agreement was to add MPUA Resource Services Corporation to the mutual aid group of providers. **Showalter made a motion, seconded by Read, to approve the revised MPUA Mutual Aid Agreement as presented. Motion passed unanimously.**

VII. **CLOSED SESSION** *(none)*

VIII. **ADJOURNMENT**
With no further business to discuss, Read made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:11 p.m.

Nicholas Barrack, President

Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, January 30, 2024 at 4:30 p.m.

III.f.4

FINANCIAL STATEMENT
DECEMBER 2023

RECEIPTS:			
Electric, Water, Tax, Sewer and Refuse Charge	$3,311,942.05		
Accounts Receivable - Miscellaneous	$50,198.32		
Customer's Deposits - Refundable	$25,030.00		
Misc Non-Operating Revenue	$1,920.13		
Total Receipts	$3,389,090.50		
FSCB ICS Sweep Account Interest (November 30, 2023)	$8,484.95		
FSCB General Fund Account Interest (November 30, 2023)	$8,578.76		
FSCB Electronic Payment Account Interest (November 30, 2023)	$2,481.70		
PCB Super-Now Account Interest (November 30, 2023)	$0.07		
CEDARS - CD's Interest (November 30, 2023)	$0.00		
Public Utility Cash in Bank (November 30, 2023)	$32,139,978.80		
Total Receipts and Cash in Bank			$35,546,612.78
DISBURSEMENTS:			
Power Purchased	$1,782,770.01		
Operating Expenses	$179,189.85		
Administrative and General Expenses	$106,164.32		
Payroll	$221,789.47		
Capital Expenditures	$21,400.00		
Construction in Progress	$904.99		
Stock Purchases (Inventory)	$239,438.51		
Balance of Customer's Deposits after Finals	$31,393.93		
Medical, Dental, Vision and Life Insurance Paid by Employees	$15,478.81		
Support Payments	$1,327.89		
457 Plan Employee Contributions	$14,083.77		
Flexible Spending Account Contributions	$1,133.26		
U.S. Withholding Tax	$30,235.89		
Missouri Dept. of Revenue (Sales Tax)	$39,372.68		
Missouri Dept. of Revenue (Income Tax)	$11,925.00		
First State Community Bank (Social Security)	$43,499.68		
Sewer Service Charge	$466,629.95		
Refuse Service Charge	$221,302.11		
PILOT to City of Rolla	$120,932.42		
Utility Incentives	$0.00		
Unclaimed Deposits to State	$0.00		
Primacy Fees	$0.00		
Void General Fund Check:	$0.00		
	$3,568,970.56		
Cash in Bank (December 31, 2023)	$31,977,642.22		
Total Disbursements and Cash in Bank			$35,546,612.78
BALANCE OF OTHER FUNDS.			
PUBLIC UTILITY ACCOUNTS:			
Citizens Bank of Newburg, Ck#1293 for $82.28			$2,000.00
First State Comm Bk-Electronic Payment Account, Ck#1087 for $1,799,184.34			$447,750.29
First State Comm Bk-General Fund, Cks #37656-37773 for $3,568,970.56			$3,354,064.75
First State Comm Bk-ICS Sweep Account and Certificates of Deposit			$93,737.17
PCB-Super Now, Ck #26376 for $6,770.16			$2,487.01
Town & Country Bank, Ck			$2,000.00
Total Public Utility Accounts			$3,902,059.22
ELECTRIC RESERVES:			
Money Market Account	$10,195,583.00	Partially Funded	
Rate Stabilization Fund	$180,000.00	Partially Funded	
Total Electric Reserves	$10,375,583.00		
RESTRICTED ELECTRIC RESERVES:			
Money Market Account	$14,151,791.00	FY21 Funded	
Total Electric Reserves	$14,151,791.00		
WATER RESERVES:			
Money Market Account	$2,866,910.00	Fully Funded	
Rate Stabilization Fund	$681,299.00	Partially Funded	
Total Water Reserves	$3,548,209.00		
TOTAL RESERVES:			$28,075,583.00
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:			$31,977,642.22

III.f.5

Rolla Municipal Utilities

RMU

People You Know, Service You Trust

STATISTICS

December 2023

PRODUCTION	
Date of Demand	12/19/2023
Time of Demand	08:00 AM
Billing Demand	54.0 MWH
kWh Purchased	27,757,100
Total Cost	$1,734,920.72
Cost per kWh	0.062504
Load Factor	69.1%

Pumped #2 Well	0
Pumped #3 Well	1,396,000
Pumped #4 Well	2,619,000
Pumped #5 Well	3,104,000
Pumped #6 Well	3,725,000
Pumped #7 Well	823,000
Pumped #8 Well	1,381,000
Pumped #9 Well	4,881,000
Pumped #10 Well	3,352,000
Pumped #11 Well	5,396,000
Pumped #12 Well	3,976,000
Pumped #13 Well	6,178,000
Pumped #14 Well	8,832,000
Pumped #15 Well	3,394,000
Pumped #16 Well	5,951,000
Pumped #17 Well	5,898,000
Pumped # 1 Ind Park Well	3,488,000
Pumped # 2 Ind Park Well	4,466,000
Pumped # 3 Ind Park Well	2,894,000
Total Gallons	71,756,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,052	6,431
Residential - Three Phase	22	20
Commercial - Single Phase	972	520
Commercial - Three Phase	499	317
Power Service	103	90
Industrial	7	2
Area Lighting	16	7
Street Lighting	26	1
Missouri S&T		5
PWSD #2		595
Total	9,697	7,988

ELECTRIC SALES	
Residential - Single Phase kWh	9,342,835
Residential - Three Phase kWh	120,576
Commercial - Single Phase kWh	1,371,723
Commercial - Three Phase kWh	3,196,321
Power Service kWh	6,684,500
Industrial kWh	6,139,610
Area Lighting kWh	8,979
Street Lighting kWh	37,038
Rental Lights kWh	78,141
Total kWh Sold	26,979,723
Demand kW	28,684
Revenue	$2,436,105.21
Monthly Loss	2.80%
Fiscal Year to Date Loss	7.75%

WATER SALES	
Residential - Single Phase Gallons	25,852,000
Residential - Three Phase Gallons	361,000
Commercial - Single Phase Gallons	5,757,000
Commercial - Three Phase Gallons	5,054,000
Power Service Gallons	9,706,000
Industrial Gallons	4,406,000
Missouri S&T Gallons	8,352,000
PWSD #2 Gallons	1,633,000
Total Gallons Sold	61,321,000
Revenue	$339,566.15
Pumping Cost, Electric	$38,655.27
Monthly Unidentified Loss	7.86% **
Fiscal Year to Date Unidentified Loss	6.01% ***

PILOT	
Sewer Service Charge	$433,763.95
Refuse Service Charge	$221,150.70

Gross Payroll	$319,267.68

** Loss includes 4,791,800 gallons per water main flushing records

*** FY loss includes 12,128,300 gallons per water main flushing records

III.f.6

The Centre Rolla's Health & Recreation Complex
Income Statement
For the 3 Months Ending
December 31, 2023

	Period To Date	PTD Budget	Variance	Last Year	Year To Date	YTD Budget	Variance	Last Year
Members:								
New	70	109	-36%	78	246	423	-42%	327
Net New & Reactivated Bridge/Freezes	(5)	(15)	67%	(15)	(8)	(36)	-78%	(36)
Cancelled	138	92	-50%	124	272	258	-5%	348
Net	(73)	2	-3750%	(61)	(34)	129	-126%	(57)
Total Members	1,868	2,054	-9%	2,001	1,868	2,054	-9%	2,001
Revenues								
Rental & Other								
Conference Room & Other Rental	$40	$500	($460)	$0	$1,160	$1,500	($340)	$995
	40	500	(460)	0	1,160	1,500	(340)	995
Member Services								
Membership Dues	56,866	63,899	(7,033)	54,510	171,939	187,456	(15,518)	160,596
Guest Fees	6,331	8,000	(1,669)	7,611	14,659	24,000	(9,341)	16,212
Locker Rent	80	75	5	130	403	225	178	190
	63,277	71,974	(8,697)	62,251	187,001	211,681	(24,680)	176,998
Fitness								
Enrollment Fees/Health Assessments	776	2,725	(1,949)	955	3,710	10,570	(6,860)	1,889
Special Programs	50	100	(50)	(358)	390	300	90	2,000
	826	2,825	(1,999)	597	4,100	10,870	(6,770)	3,890
Ancillary								
Swim Programs	3,971	11,000	(7,029)	4,985	14,815	33,000	(18,185)	18,269
General Medical Integration	50	990	(940)	149	1,140	2,970	(1,830)	1,041
Recreation	4,678	8,000	(3,322)	4,700	14,138	24,000	(9,862)	19,220
Cafe	839	1,250	(411)	306	2,657	3,750	(1,093)	1,085
Pro Shop	30	400	(370)	64	272	1,200	(928)	187
Personal Training	4,919	7,395	(2,476)	5,420	17,729	21,853	(4,124)	20,554
Children's Area	2,294	3,000	(706)	2,703	6,977	9,000	(2,023)	8,451
	16,781	32,035	(15,254)	18,327	57,728	95,773	(38,045)	68,806
Total Revenue	80,924	107,334	(26,410)	81,175	249,989	319,824	(69,835)	258,689
Expenses								
Salaries & Burden	86,169	96,723	10,554	95,608	262,164	289,969	27,805	285,273
Other Employee Expenses	2,034	2,000	(34)	1,489	11,281	6,000	(5,281)	5,808
General Supplies & Services	311	642	331	715	1,585	1,926	341	2,679
Environmental Supplies	2,024	1,500	(524)	1,258	2,024	4,500	2,476	1,500
Cost of Goods Sold	201	905	704	375	1,453	2,715	1,262	1,161
Minor Equipment	515	817	302	1,012	2,169	2,451	282	3,998
Repairs & Maintenance	3,593	3,100	(493)	1,160	23,110	4,300	(13,810)	7,031
Service Contracts & Licenses	8,057	9,162	1,105	5,577	25,478	27,486	2,008	18,538
Marketing & Collateral	4,204	5,600	1,396	6,456	16,639	19,800	161	20,035
Utilities	14,408	15,625	1,217	16,150	43,114	46,875	3,761	44,737
Bank Fees & Miscellaneous	3,663	3,579	(84)	1,990	9,965	11,737	772	8,006
Other Taxes & Fees	0	71	71	50	0	213	213	50
Total Expenses	125,178	139,724	14,546	131,839	398,981	418,972	19,991	404,816
Net Operating Income	*(44,254)*	*(32,390)*	*(11,864)*	*(50,664)*	*(148,992)*	*(99,148)*	*(49,844)*	*(154,127)*
Management Fees	9,000	10,000	1,000	8,000	27,000	30,000	3,000	24,000
Net Income (Loss)	*($53,254)*	*($42,390)*	*($10,864)*	*($58,664)*	*($175,992)*	*($129,148)*	*($46,844)*	*($178,127)*
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	$1,053	$5,170	($4,117)	$1,606	$5,486	$15,510	($10,024)	$4,773
Recreation (Net)	$2,610	$5,800	($3,190)	$3,219	$7,578	$17,400	($9,822)	$13,247
Cafe (Net)	$572	$625	($53)	$90	$1,348	$1,875	($527)	$179
Pro Shop (Net)	$97	$120	($23)	($96)	$128	$360	($232)	($70)
Personal Training (Net)	$1,014	$2,958	($1,944)	$1,466	$4,061	$8,742	($4,681)	$6,938
Children's Area (Net)	$1,189	$844	$345	($1,490)	$2,958	$2,532	($574)	$1,097
Total Ancillary Services Net Income (Loss)	*$6,535*	*$15,517*	*($8,982)*	*$4,794*	*$20,558*	*$46,419*	*($25,861)*	*$26,164*

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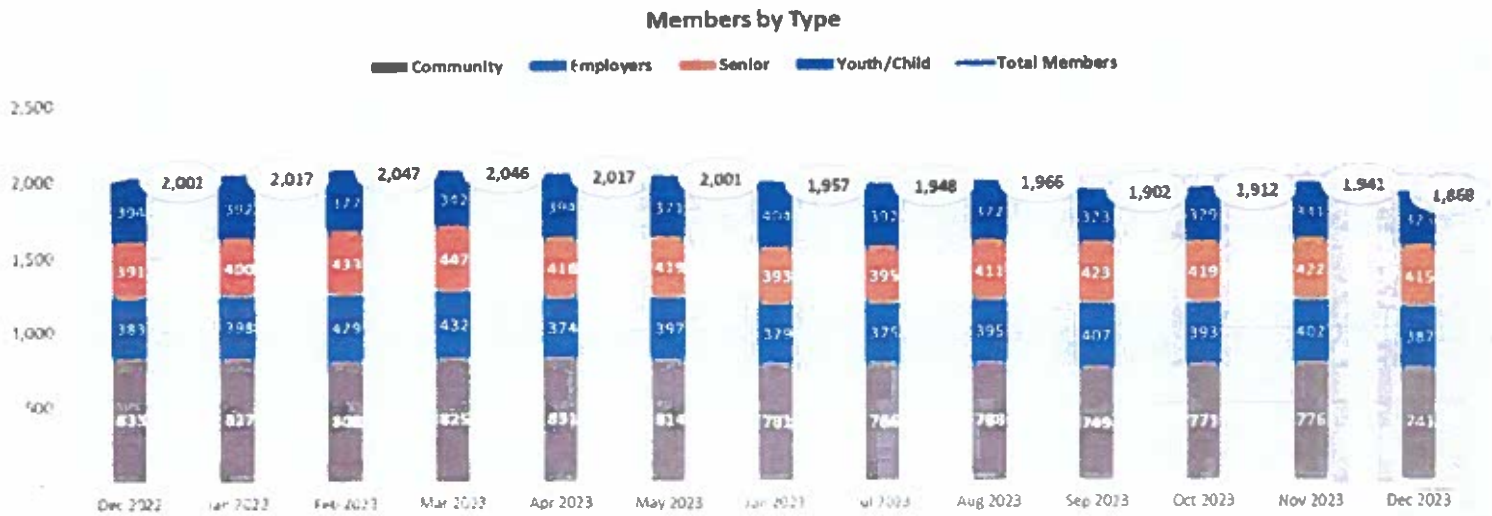
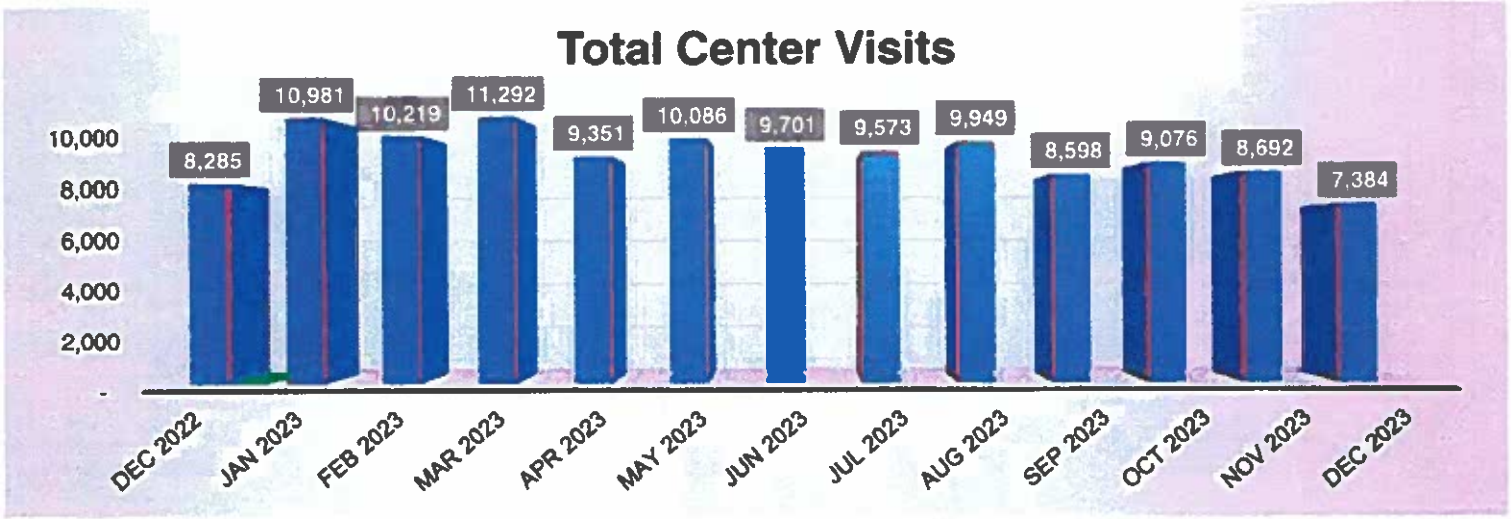
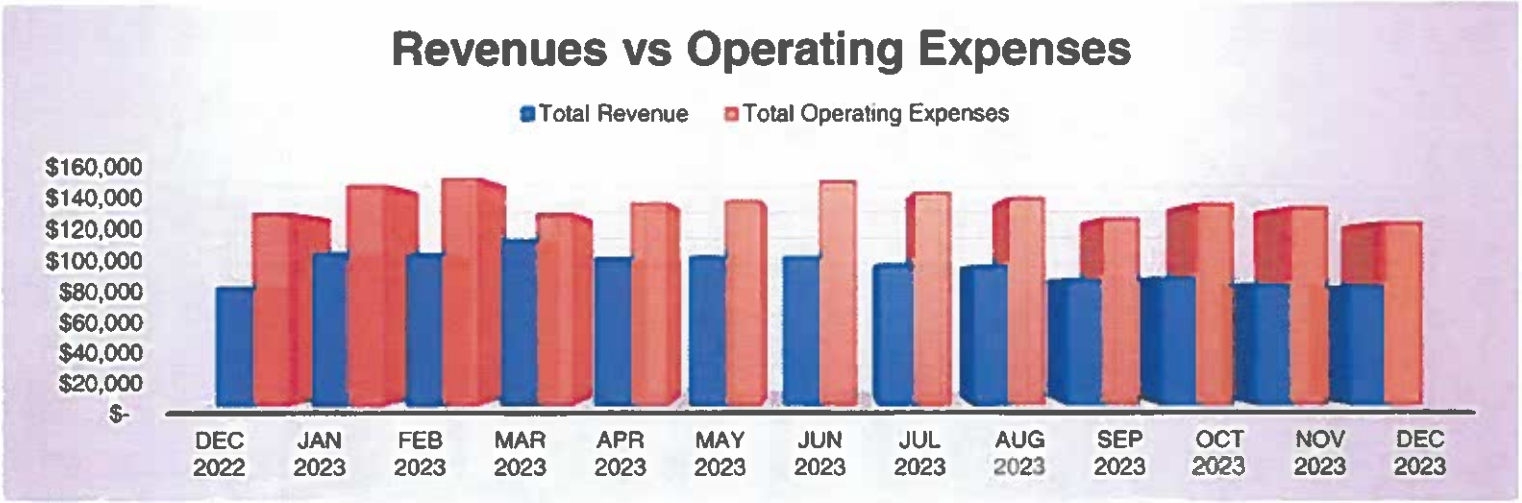

Members by Type
Community
Employers
Senior
Youth/Child
Total Members
2,500
2,000
1,500
1,000
500
2,001
2,017
2,047
2,046
2,017
2,001
1,957
1,948
1,966
1,902
1,912
1,941
1,868
Dec 2022
Jan 2023
Feb 2023
Mar 2023
Apr 2023
May 2023
Jun 2023
Jul 2023
Aug 2023
Sep 2023
Oct 2023
Nov 2023
Dec 2023

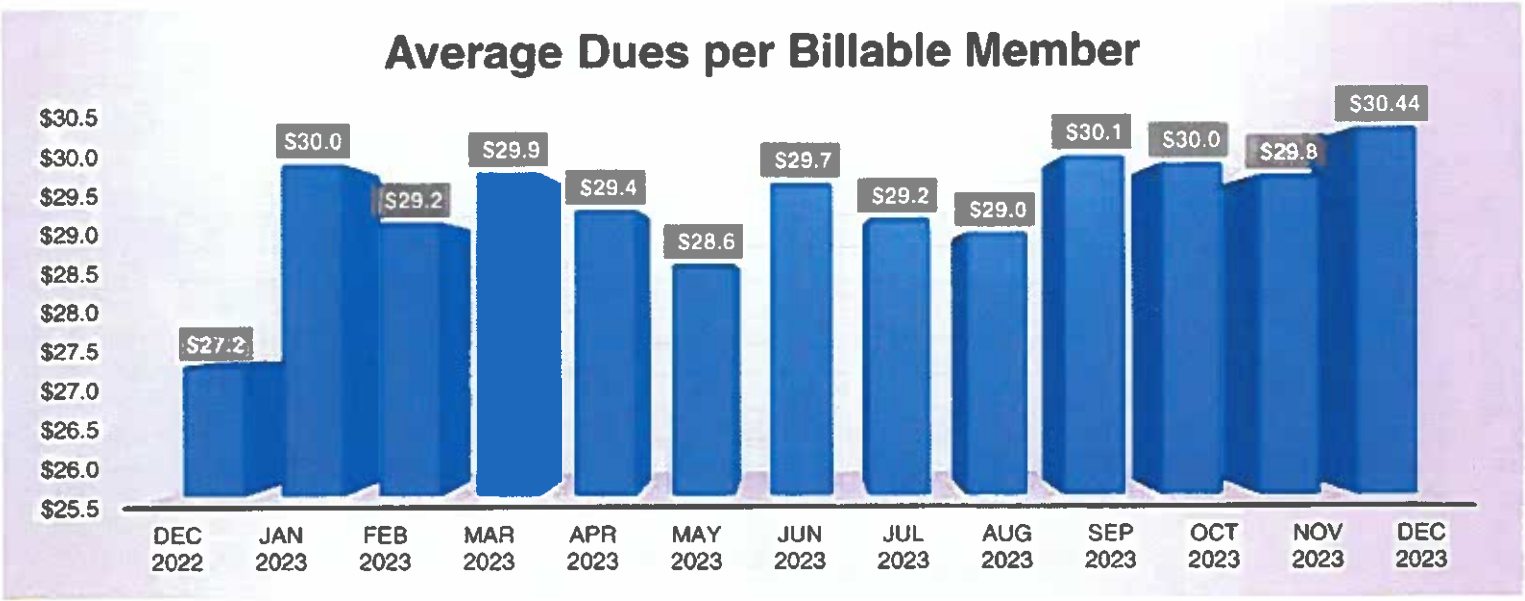

Total Center Visits
10,000
8,000
6,000
4,000
2,000
-
8,285
10,981
10,219
11,292
9,351
10,086
9,701
9,573
9,949
8,598
9,076
8,692
7,384
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023

III.9.e

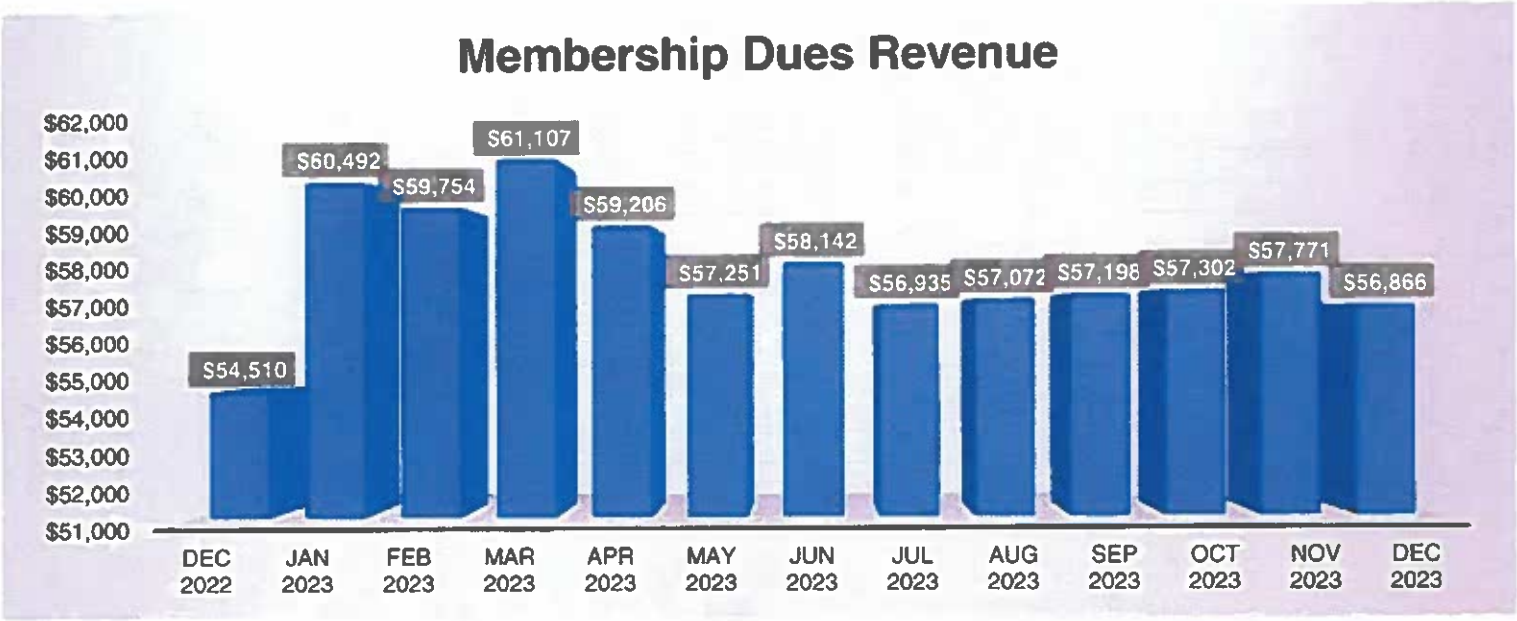

Average Visits per Member
5.3
5.0
4.8
4.5
4.3
4.0
3.8
3.5
3.3
3.0
4.1
5.4
5.0
5.5
4.6
5.0
5.0
4.9
5.1
4.5
4.7
4.5
3.95
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023

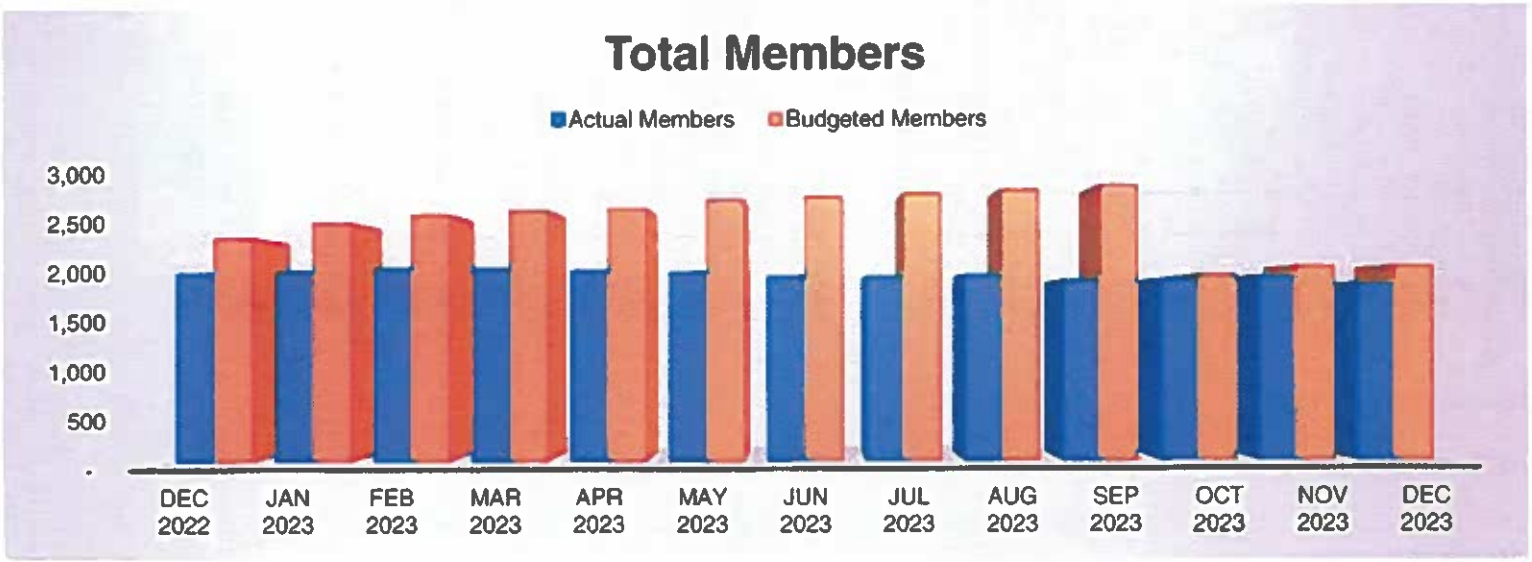

Revenues vs Operating Expenses
Total Revenue
Total Operating Expenses
$160,000
$140,000
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$-
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023

#5.3


Average Dues per Billable Member
$30.5
$30.0
$29.5
$29.0
$28.5
$28.0
$27.5
$27.0
$26.5
$26.0
$25.5
$27.2
$30.0
$29.2
$29.9
$29.4
$28.6
$29.7
$29.2
$29.0
$30.1
$30.0
$29.8
$30.44
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023

III.5.4


Membership Dues Revenue
$62,000
$61,000
$60,000
$59,000
$58,000
$57,000
$56,000
$55,000
$54,000
$53,000
$52,000
$51,000
$54,510
$60,492
$59,754
$61,107
$59,206
$57,251
$58,142
$56,935
$57,072
$57,198
$57,302
$57,771
$56,866
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023


Total Members
Actual Members
Budgeted Members
3,000
2,500
2,000
1,500
1,000
500
-
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023

H.S.S

CITY OF ROLLA
CASH ANALYSIS REPORT
December 31, 2023

GENERAL FUND		
CASH IN BANK	$	52,749.05
NIB GENERAL FUND	$	41,841.91
CASH - BAIL BONDS	$	-
ROLLA MUNICIPAL COURT	$	296.50
ASI FLEX 125	$	24,056.36
TIF ACCOUNT - EATS	$	82,234.63
TIF ACCOUNT - PILOT	$	15.09
CASH - PAID UNDER PROTEST	$	-
INVESTMENT - GOLDMAN	$	-
INVESTMENTS - GENERAL FUND	$	763,216.90
USE TAX MMA	$	1,010,653.27
MMA - GENERAL FUND RESERVE REBUILD	$	1,681,754.83
POLICE EVIDENCE FUNDS	$	19,785.79
CITY SEIZURES & FORFEITURES	$	9,881.25
TASKFORCE SEIZURES & FORFEITURES	$	33,900.79
ANIMAL CONTROL SHELTER COMM PARTNER	$	138,827.32
ANIMAL CONTROL SHELTER RESERVE	$	95,117.75
ANIMAL CONTROL SHELTER DONATIONS - PAYPAL	$	-
PROPERTY FIRE DAMAGE ACCOUNT	$	15.08
GENERAL FUND CREDIT CARD ACCOUNT	$	283,503.80
US BANK ESCROW	$	-
INVESTMENT CLEARING ACCOUNT	$	228.17
INVESTMENTS - CDS	$	-
EAC ACCOUNT	$	-
GENERAL FUND TOTALS	**$**	**4,238,078.49**
SEWER FUND		
CASH IN BANK	$	360,392.16
NIB GENERAL FUND	$	261.00
SEWER FUND MMA	$	1,676,731.60
SEWER FUND DEPREC & RESERVE	$	412,397.72
INVESTMENTS - GENERAL FUND	$	-
GENERAL FUND CREDIT CARD ACCOUNT	$	6,931.59
US BANK ESCROW	$	-
INVESTMENT - CDS	$	-
SEWER FUND TOTALS	**$**	**2,456,714.07**
ENVIRONMENTAL SERVICES FUND		
CASH IN BANK	$	36,276.60
NIB ENV SVS FUND	$	-
INVESTMENTS - GENERAL FUND	$	-
GENERAL FUND CREDIT CARD ACCOUNT	$	2,260.03
MMA PCB	$	1,764,061.06
ENV SVS CC	$	156,839.81
INVESTMENT - CDS	$	-
ENV SVS FUND TOTALS	**$**	**1,959,437.50**
ARPA FUNDING		
CASH IN BANK	$	-
ARPA FUNDING MMA	$	1,274,543.85
AIRPORT FUND TOTALS	**$**	**1,274,543.85**

III. h. 1

CITY OF ROLLA
CASH ANALYSIS REPORT
December 31, 2023

AIRPORT FUND		
CASH IN BANK	$	71,157.44
NIB GENERAL FUND	$	812.94
GENERAL FUND CREDIT CARD ACCOUNT	$	4,328.57
INVESTMENTS - MMA	$	9,283.09
INVESTMENTS - MMA (BREWER LEASE AGREE)	$	30,446.00
AIRPORT FUND TOTALS	**$**	**116,028.04**
CEMETERY FUND		
CASH IN BANK	$	-
CASH - MMA	$	357,335.79
INVESTMENTS - RESTRICTED	$	-
CEMETERY FUND TOTALS	**$**	**357,335.79**
STREET FUND		
CASH IN BANK	$	637,163.44
NIB GENERAL FUND	$	-
TDD PROPERTY RENTAL	$	13,992.80
GENERAL FUND MMA	$	-
GENERAL FUND CREDIT CARD ACCOUNT	$	9,000.00
CASH - MMA	$	5,629,212.54
MODOT RESERVE	$	3,019,139.46
INVESTMENT - CDS	$	500,000.00
STREET FUND TOTALS	**$**	**9,808,508.24**
RECREATION FUND		
CASH IN BANK	$	(509,528.07)
INVESTMENTS - GENERAL FUND	$	-
GENERAL FUND CREDIT CARD ACCOUNT	$	-
DEPR RES & EQUIP - MMA	$	-
RECREATION FUND TOTALS	**$**	**(509,528.07)**
HEALTH INSURANCE FUND		
HEALTH INSURANCE RESERVE	$	510,707.03
CASH - HEALTH ACCOUNT	$	144,410.57
GENERAL FUND CREDIT CARD ACCOUNT	$	9,153.96
HEALTH FUND TOTALS	**$**	**664,271.56**
PARK FUND		
CASH IN BANK	$	162,600.04
NIB GENERAL FUND	$	-
GENERAL FUND CREDIT CARD ACCOUNT	$	-
INVESTMENTS - GOLDMAN	$	250,000.00
INVESTMENTS - PARK SALES TAX	$	194,146.84
PARKS CC	$	57,604.98
PARK FUND TOTALS	**$**	**664,351.86**
PARK LAND RESERVE FUND		
CASH IN BANK	$	10.68
PARK LAND RESERVE ACCOUNT	$	15,135.84
PARK LAND RESERVE FUND TOTALS	**$**	**15,146.52**
GRAND TOTAL ALL FUNDS	**$**	**19,770,344.00**

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

III. h. 2

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
December 31, 2023
25% of Year

	CURRENT BUDGET	YTD ACTUALS	BUDGET BALANCE	% OF BUDGET
GENERAL FUND				
REVENUES	$ 14,451,935.00	$ 2,264,604.51	$ 12,187,330.49	15.7%
EXPENDITURES				
GENERAL ADMINISTRATIVE	$ 769,610.00	$ 228,636.30	$ 540,973.70	29.7%
ADMINISTRATION	$ 352,225.00	$ 78,194.29	$ 274,030.71	22.2%
LIBRARY	$ 431,300.00	$ 96,955.16		22.5%
FINANCE	$ 778,195.00	$ 178,013.42	$ 600,181.58	22.9%
LEGAL	$ 117,940.00	$ 16,619.12	$ 101,320.88	14.1%
COURT	$ 147,895.00	$ 32,565.39	$ 115,329.61	22.0%
TELECOMMUNICATIONS	$ 1,476,605.00	$ 398,764.12	$ 1,077,840.88	27.0%
ANIMAL CONTROL	$ 490,155.00	$ 103,863.29	$ 386,291.71	21.2%
POLICE	$ 5,264,010.00	$ 1,270,245.30	$ 3,993,764.70	24.1%
FIRE	$ 3,945,211.00	$ 887,106.09	$ 3,058,104.91	22.5%
ROLLA RURAL FIRE	$ -	$ 137,808.72	$ (137,808.72)	#DIV/0!
BUILDING SERVICES	$ 118,175.00	$ 33,536.07	$ 84,638.93	28.4%
COMMUNITY DEVELOPMENT	$ 556,050.00	$ 106,759.87	$ 449,290.13	19.2%
ECONOMIC DEVELOPMENT	$ 62,025.00	$ 42.41	$ 61,982.59	0.1%
TOTAL EXPENDITURES	$ 14,509,396.00	$ 3,569,109.55	$ 10,605,941.61	24.6%
REVENUES OVER/UNDER EXPENDITURES	$ (57,461.00)	$ (1,304,505.04)	$ 1,581,388.88	
SEWER FUND				
REVENUES	$ 5,002,131.25	$ 1,155,273.54	$ 3,846,857.71	23.1%
EXPENDITURES	$ 5,047,655.00	$ 1,110,263.64	$ 3,937,391.36	22.0%
REVENUES OVER/UNDER EXPENDITURES	$ (45,523.75)	$ 45,009.90	$ (90,533.65)	
ENVIRONMENTAL SERVICES FUND				
REVENUES	$ 4,110,700.00	$ 758,008.68	$ 3,352,691.32	18.4%
EXPENDITURES				
RECYCLING	$ 474,805.00	$ 113,004.49	$ 361,800.51	23.8%
SANITATION	$ 3,354,525.00	$ 696,617.18	$ 2,657,907.82	20.8%
VEHICLE MAINTENANCE	$ 519,385.00	$ 137,923.05	$ 381,461.95	26.6%
TOTAL EXPENDITURES	$ 4,348,715.00	$ 947,544.72	$ 3,401,170.28	21.8%
REVENUES OVER/UNDER EXPENDITURES	$ (238,015.00)	$ (189,536.04)	$ (48,478.96)	
ARPA FUNDING				
REVENUES	$ 3,000.00	$ 6,324.12	$ (3,324.12)	210.8%
EXPENDITURES	$ 1,165,000.00	$ 1,195.00	$ 1,163,805.00	0.1%
REVENUES OVER/UNDER EXPENDITURES	$ (1,162,000.00)	$ 5,129.12	$ (1,167,129.12)	

III. h. 3

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
December 31, 2023
25% of Year

	CURRENT BUDGET	YTD ACTUALS	BUDGET BALANCE	% OF BUDGET
AIRPORT FUND				
REVENUES	$ 1,032,500.00	$ 165,082.05	$ 867,417.95	16.0%
EXPENDITURES	$ 1,084,575.00	$ 256,935.13	$ 827,639.87	23.7%
REVENUES OVER/UNDER EXPENDITURES	$ (52,075.00)	$ (91,853.08)	$ 39,778.08	
CEMETERY FUND				
REVENUES	$ 21,000.00	$ 7,651.17	$ 13,348.83	36.4%
EXPENDITURES	$ 8,000.00	$ -	$ 8,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	$ 13,000.00	$ 7,651.17	$ 5,348.83	
STREET FUND				
REVENUES	$ 8,312,368.75	$ 1,602,378.92	$ 6,709,989.83	19.3%
EXPENDITURES				
STREET	$ 7,540,500.00	$ 574,000.48	$ 6,966,499.52	7.6%
TDD	$ -	$ -	$ -	#DIV/0!
ENGINEERING	$ 1,142,275.00	$ 275,662.20	$ 866,612.80	24.1%
TOTAL EXPENDITURES	$ 8,682,775.00	$ 849,662.68	$ 7,833,112.32	
REVENUES OVER/UNDER EXPENDITURES	$ (370,406.25)	$ 752,716.24	$ (1,123,122.49)	
RECREATION FUND				
REVENUES	$ 500,600.00	$ 5,056.30	$ 495,543.70	1.0%
EXPENDITURES				
AQUATICS	$ -	$ 631.05	$ (631.05)	#DIV/0!
ADMINISTRATION	$ 487,305.00	$ 345,836.67	$ 141,468.33	71.0%
MAINTENANCE	$ -	$ 35,946.55	$ (35,946.55)	#DIV/0!
TOTAL EXPENDITURES	$ 487,305.00	$ 382,414.27	$ 104,890.73	78.5%
REVENUES OVER/UNDER EXPENDITURES	$ 13,295.00	$ (377,357.97)	$ 390,652.97	
PARK FUND				
REVENUES	$ 2,471,000.00	$ 335,241.12	$ 2,135,758.88	13.6%
EXPENDITURES				
ADMINISTRATION	$ 246,955.00	$ 67,222.46	$ 179,732.54	27.2%
PARKS	$ 1,813,990.00	$ 236,339.35	$ 1,577,650.65	13.0%
SPLASHZONE	$ 313,650.00	$ 11,294.99	$ 302,355.01	3.6%
OUTDOOR RECREATION	$ 182,435.00	$ 26,173.12	$ 156,261.88	14.3%
TOTAL EXPENDITURES	$ 2,557,030.00	$ 341,029.92	$ 2,216,000.08	13.3%
REVENUES OVER/UNDER EXPENDITURES	$ (86,030.00)	$ (5,788.80)	$ (80,241.20)	

III.h.4

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
December 31, 2023
25% of Year

	CURRENT BUDGET	YTD ACTUALS	BUDGET BALANCE	% OF BUDGET
PARK LAND RESERVE FUND				
REVENUES	$ 650.00	$ 42.78	$ 607.22	6.6%
EXPENDITURES	$ 25,000.00	$ -	$ 25,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	$ (24,350.00)	$ 42.78	$ (24,392.78)	

III.h.5

Park Advisory Commission
Meeting Minutes

January 24, 2024 – 5:00 p.m.
Rolla City Hall

Members Present: Susan Wrasmann, Larry Thomas, and Mike Fleishhauer
Absent: Ken Kwantes

Others Present: Floyd Jernigan, Andrew Smith, Julie Quackenbush, and City Councilman Josh Vroman

1. **Call to Order**
   - Larry Thomas called the meeting to order at 5:03 p.m.

2. **Approval of July minutes**
   - Susan Wrasmann moved to approve the Nov. 22, 2023, minutes. Mike Fleishhauer seconded approval. All approved, with no opposition.

3. **Director's narrative**
   - Bayless Lights
     All Purpose Erectors have been on site working on the light project.

   - Pickleball
     The project got off to a good start and was moving along well. Site prep was done by the Engineering Department and our Park Maintenance, clearing out the ground, leveling the area, and laying down tons of rock in preparation of the concrete. The contractor was going to begin working on it, but we had some really cold weather and they had to stop. The contractor hopes to get going on it and finish it as soon as possible.

   - Rolla Cemetery - Section F discrepancy
     There is a discrepancy on the county assessor's website in Section F of the cemetery. Mr. Jernigan contacted Dick Elgin, of Elgin Surveying & Engineering, and met with him to drop off documentation. Mr. Elgin will use the information to research the parameters. Mr. Jernigan added that the assessor's office knows there are inaccuracies.

   - Community garden
     The second Community Garden Meeting is tomorrow night, Jan. 25, at 6 p.m. The city is seeking to gauge interest in continuing the garden. The group was asked to reform their governing board, adopt bylaws/regulations for their gardeners and provide an update on that process by Jan. 15. Mr. Jernigan stressed that this is a citizen effort and the city will not run the community garden. Once the gardeners have their board and bylaws set and a

III . i . 1

III.i.2

Memorandum of Understanding agreed upon with city departments, the gardeners will need approval from the Parks Advisory Commission and the City Council.
The garden needs to be ADA compliant since it is located on city property. Insurance and liability questions remain regarding use of equipment. Gardening fees will pay for water usage and anything the gardeners request such as bathroom rentals. City staff time will be a factor. Environmental Services would mow regularly. Environmental Services and Parks would do some weed eating periodically.
Councilman Josh Vroman asked questions regarding the relationship and responsibility of the plot renters.
The group lost their board members during Covid, as well as the original support organizations that helped launch the garden in 2012. The oversight fell to the president but he said he has been unable to get anyone to help for the past several years. He chose not to continue in that capacity and turned over what materials he had at the previous meeting.

- Wreaths Across America
  Mr. Jernigan said volunteers placed 550 wreaths on the marked veterans' monuments. Wreaths Across America organizers hope to raise money in future years to place wreaths on all 1,227 known burials of veterans.

- Tree City annual report
  We track plantings, removals, trimmings and wood waste for mulch done by any City entity. The report field with the Arbor Day Foundation for the city's Tree City status also includes a work plan for the coming year.

- Cemetery revenue
  Cemetery revenue was up in December, in comparison to previous years. Mr. Jernigan noted that we had more cremations than full burials in 2023.

4. **Financials/discussion**
   Mr. Jernigan said that services are lower in a couple of categories, in comparison to other years. This is due to the timing of insurance posting.
   Coventry fence costs (at the back end of the soccer field to curtail balls going into the creek) and the new fencing at Town & Country's basketball court for the same reason are reflected in the December expenses. Major Parks Improvements for December showed the expense for the rock for the pickleball courts. These expenses are part of the city portion to match the donation of $250,000 to build six new pickleball courts in Green Acres Park.
   Prop P revenue (sales tax dedicated to the parks system) was down somewhat in December.
   Mike Fleishhauer asked about the bike park grant. Mr. Jernigan said that we were not selected for this grant. We will reapply.
   Mr. Jernigan said the cultural study for the LWCF grant was completed and sent off on Friday. We await notification of this grant, which would pay for improvements to the ACORN Trail, turfing the soccer field, making all three bridges ADA compliant, and finishing up the dugouts and lighting for Larry Wilson Field.

The group discussed soccer field development in Rolla. Josh Vroman noted that having a turfed soccer field was a positive and asked what it would take to get a second field done. All agreed that having this and the planned for additional fields this spring would open up opportunities for tournaments here in Rolla. Mr. Jernigan spoke about the relationship we have with Rolla Knights and their support, which will pay for two full-size goals.
The next Park Board Meeting is Wednesday, March 27, at 5 p.m.

5. **Adjournment**

Mike Fleishhauer made a motion to adjourn. Susan Wrasmann seconded. All were in favor, with no opposition. The meeting adjourned at 5:55 p.m.

III.1.5

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: Consider Motion to take from the table – Solar Lease Ordinance

DATE: February 5th, 2024

* *

COMMENTARY:

At the last City Council meeting on January 16, 2024 City Council considered the final reading of an ordinance that would have approved a Solar Lease at RNA on as much as 385 acres. The final reading failed to pass with 6 Ayes and 4 Nays (7 ayes needed to pass an ordinance). Immediately following the vote a motion to reconsider was made and passed (9 to 1) followed by a motion to table the subject for a later date (passed 10-0)

In order to officially reconsider the ordinance to approve the Solar Lease a motion is needed to take the matter from the table.

If Council would like to reconsider the final reading of the ordinance approve the Soar Lease the following motion is needed:

"A motion to take the Solar Lease from the table to reconsider the final reading of the Ordinance to approve the Solar Lease with Vichy Solar, LLC (AKA Vesper Energy)."

ITEM NO. V.A.1

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance <u>Final Reading</u>

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.

ITEM NO. V.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 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

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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.**

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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-

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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

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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

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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

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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

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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

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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

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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

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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

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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**

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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;

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(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

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(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

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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

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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.

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(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.

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(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).

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(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

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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

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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

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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

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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.]

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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: _____

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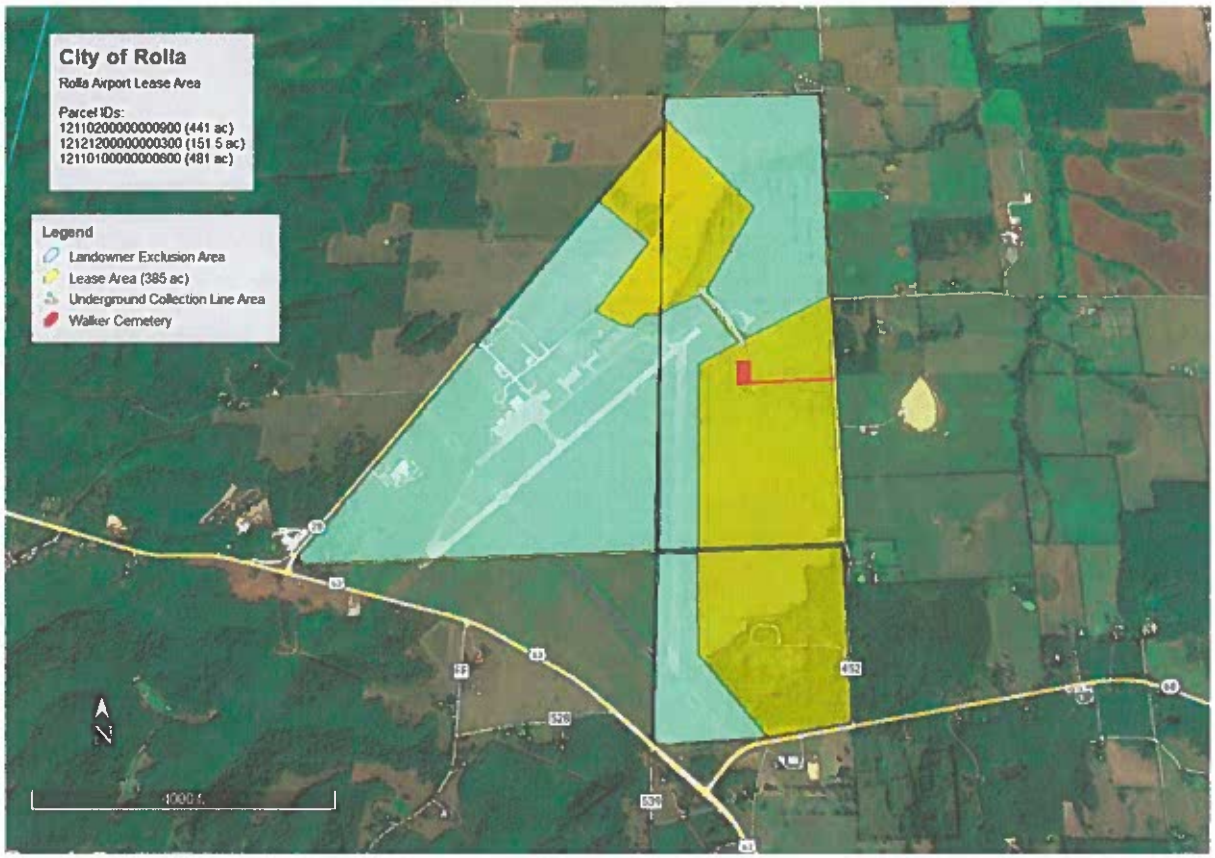
Exhibit A

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

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Exhibit B

Other Leases, Options and Licenses

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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

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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.

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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.

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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Exhibit E

Mineral Estate

Party Name	Percentage of Mineral Ownership	Type of Mineral Ownership

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Exhibit F

Memorandum of Lease

[attached]

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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

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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.

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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]

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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:_____

V.B. 36

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

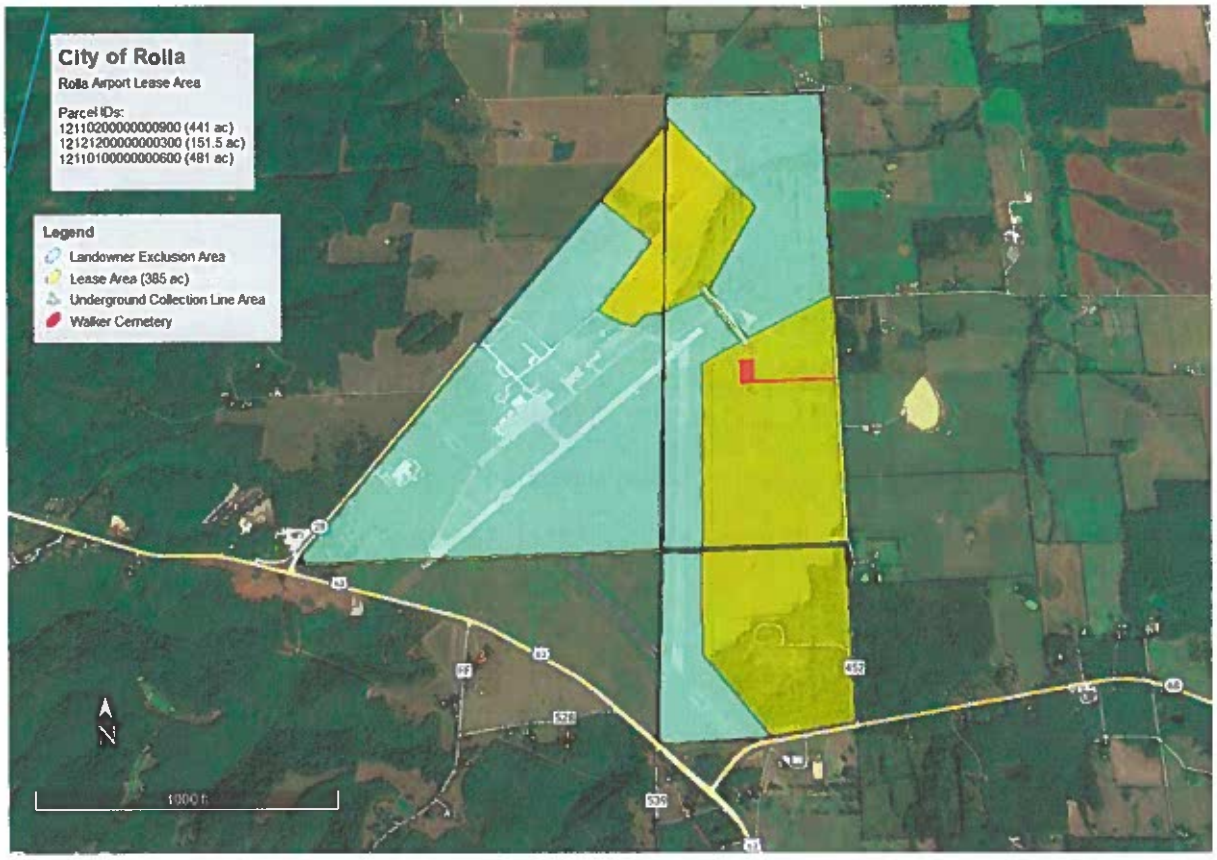
Legal Description

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:	Steffanie Rogers Finance Director	**ACTION REQUESTED**:	Ordinance – 1st Reading
DATE:	February 5, 2024	**BUDGET APPROPRIATION**:	$ 125,000.00 +/-
SUBJECT:	An IT Managed Service Provider (MSP) Agreement		

COMMENTARY:

In December 2023, Council approved a motion to award IT managed services to Forward Slash Technology and allow staff to begin negotiations for a specific contract for City Council review.

Attached is an ordinance that authorizes the Mayor to enter into an agreement with Forward Slash Technology for IT managed services. This agreement provides a detailed listing of services available to the City of Rolla. However, moving forward into FY2024, the two (2) fixed costs are:

- Onboarding - $21,498.50 (one-time cost)
  - Meet with each department to discuss individual needs.
  - Create an asset list for all equipment.
  - Review current software licenses and technology used.
  - Review current processes and procedures.
  - Meet with management with a consolidate review and proposed plan.

- Monthly Support – $6,500 per month ($78,000 annually).
  - Ticketing system – consolidated tracking system for City staff and MSP.
  - Unlimited help desk access with 24/7 availability.
  - Asset management system - 20% per year replacement strategy.
  - Vendor management – internet, software, phones, printers, copiers, etc.
  - No cost for travel time, if needed.

The service agreement can be terminated by either party with ninety (90) day notice. Recommended services included in the agreement will be compared with existing technology and processes to assess what is needed. Items in compliance will remain the same but other services may be added based on City needs and budget.

Staff recommends the first reading of the ordinance authorizing an agreement with Forward Slash Technology for IT managed services.

ITEM NO. VI. A.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN IT MANAGED SERVICES PROVIDER AGREEMENT BETWEEN CITY OF ROLLA, MISSOURI AND FORWARD SLASH TECHNOLOGY.

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 IT Managed Services Provider Agreement between the City of Rolla, Missouri and Forward Slash Technologies, a copy of said agreement being attached hereto and marked Exhibit A.

Section 2: This ordinance will be 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 20TH DAY OF FEBRUARY 2024.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY COUNSELOR

VI.A.3

Services Agreement

This Services Agreement ("Agreement") is made and entered into this 01/01/2024 (hereinafter "Effective Date"), by and between Forward Slash Technology, LLC (hereinafter "FST"), a Missouri Corporation located at 13610 Barrett Office Drive, 9G, St. Louis, MO 63021 and

The City of Rolla, Missouri (hereinafter "Client"), a Missouri

☐ Corporation ☐ LLC ■ Gov ☐ Non Profit ☐ Other _____

located at 901 North Elm, Rolla, MO 65401.

WHEREAS, FST is engaged in the business of providing a full range of Information Technology Services and functions; and

WHEREAS, Client desires to retain FST to perform Information Technology Services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

Contracted Services

We agree to provide the services ("Services") described in the accompanying and future engagement agreement(s) (i.e. Statements of Services, Statements of Work ("SOW"), Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s)) including any modifications or additional agreements in accordance with the terms herein. Any such future approved Services shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, the parties shall prepare and sign an amended or new Services Agreement, which likewise shall be attached hereto and incorporated herein by reference.

Initial Statement of Services

Addendum A: Service Level Agreement, Addendum B: N/A,

Addendum C: N/A, Addendum D: N/A,

attached and incorporated herein.

Terms and Conditions

1) This Service Agreement is tendered for its acceptance in its entirety within thirty (30) days from the Client's receipt, after which it is to be considered null and void.

2) New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with FST's services may have anomalies, performance or integration issues unknown to FST which can impact the timely, successful implementation of information systems. FST will inform the Client promptly if this occurs and will attempt to

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analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. FST is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of FST's services at the rate stated in the proposal whether or not a successful solution is achieved.

3) Client is responsible for the application, operation and management of its information technology environment based on, including but not limited to: (a) purchasing, licensing and maintaining hardware and software in accordance to "Industry Best Practice"; (b) develop, maintain and follow industry compliant operating procedures; (c) develop, maintain and follow appropriate protective measures to safeguard the hardware, software and data from unauthorized duplication, modification, destruction or disclosure; (d) develop, maintain and follow adequate backup and contingency plan(s).

4) PROCUREMENT - Client will reimburse FST for materials purchased for the Client's use. Materials may include, but not limited to, computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client.

5) STANDARD RATES:

*Manages Services Labor (Level 1-2, Helpdesk Technicians): $125.00/Hour
Project Management: $125/Hour
Training Specialist: $125/Hour
Wiring Specialist (Low Voltage, Infrastructure Management): $125/Hour
Engineering (Network): $150.00/Hour
Engineering (Telecommunications): $150.00/Hour
Engineering (Audio/Video, Video Surveillance, etc.): $150/Hour
Engineering (Cyber Security Operations, Security+, etc.): $200.00/Hour
Programming (Web Development, Software Development, etc.): $175.00/Hour
CEO Services: $225/Hour

Overtime Labor Rate: 1.5 times Standard Labor Rate
Holiday Labor Rate: 2.0 times Standard Labor Rate
Portal-to-Portal Drive Time: .5 times Standard Labor Rate

Client will reimburse FST for travel and other expenses and will be billed separately as indicated below (Outside 100-mile radius from an FST office location):

Expenses: Actual
Meals Per Diem: $50.00/Day (USD)
Mileage: Mileage will be reimbursed at the standard rate established by the IRS in effect at the time the mileage is incurred.
Car Rental: Actual Hotel/Parking/Taxi/Other: Actual Airfare: Actual

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6) Invoices, which shall include any applicable taxes, levies and duties, are due on receipt and shall be sent to the physical or electronic address (email) specified by the parties. All amounts which are more than thirty (30) days past due shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1 ½%) per month or any part of a month (eighteen percent [18%] per annum) or the highest rate allowed by applicable law. Each party shall notify the other in writing within thirty (30) days from receipt of an invoicing error. FST may grant an extended payment term on the portion of the invoice which is in dispute: the remainder of the invoice shall be timely paid notwithstanding the extension. Client agrees to pay to FST any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by FST in the collection of any amounts owing from Client to FST. Within forty-eight (48) hours of receipt of invoice by Client, Client shall provide FST with any details required for billing questions or disputes. Client shall include in the request for details reference to the specific invoice(s) in question.

Term and Termination

1) The Term of the agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue until completion of the services in the Statement of Services above or any subsequent Statements of Work, Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Investment Summary, Service Orders or Quotation(s).

2) Client may terminate this Agreement at any time if FST fails to perform the services in a workman like manner, or materially breaches this Agreement, by delivery of a written notice to FST of its intent to terminate and specific reasons for termination. FST will have ninety (90) days from the receipt of such notice to correct the stated problem. If at the end of such ninety (90) day period FST has not corrected the stated problem to Client's satisfaction, then Client may terminate the Agreement, unless it is due to manufacturer(s), software vendor(s), developer(s), provider(s) negligence or otherwise outside the control of FST.

3) FST may terminate this Agreement at any time if Client fails to follow FST's recommendations per industry best practices observed by the National Institute of Standards and Technology (NIST) or any other governing or auditory authority over Client and/or creates a security/data breach risk. Termination or expiration of the Agreement will not affect the provisions of the Agreement relating to the payments of amounts due or the provisions related to Ownership of Intellectual Property, Limited Warranties, Limitation of Liability, Indemnification, Non-Solicitation of FST's employees, Music Rights Fees and Disclaimers of this Service Agreement, all of which survive termination or expiration of the Agreement, regardless of reason.

Ownership of Intellectual Property

Contemporaneously with payment by Client, FST hereby assigns to Client any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for Client hereunder (the "Deliverables") and covered by such payment. However, the

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Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by FST prior to, or independently from, its engagement hereunder and FST retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, FST hereby grants to Client a perpetual, worldwide, royalty free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, Client grants to FST a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of FST's business any Technical Elements developed in connection with this Agreement, so long as FST's use does not disclose confidential information or the identity of the Client. In addition, FST retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services for Client.

Limited Warranties, Limitation of Liability, Indemnification

1) Limited Warranties for all Services provided by FST. FST warrants that the services to be performed by FST will be performed in a professional manner by qualified personnel. FST and Client warrant that the persons signing on behalf of FST and Client have the requisite power and authority to enter into and perform its obligations under this Agreement.

2) FST warrants that the performance by FST of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.

3) THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FST BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE or SPECIAL DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF FST HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.

4) FST makes no express or implied warranties as to the quality of third-party software, equipment, systems ("Products ") or as to FST's ability to support such Products on an on-going basis.

5) Client hereby agrees to hold FST (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) harmless and indemnify each of them from and against, and Client waives any claim for contribution or indemnity with respect to, any and all claims, damages, liabilities, expenses or costs (including reasonable attorneys' fees, expenses and interest) incurred by any of them in connection with or arising out of a claim made in connection

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with services provided under this Agreement for Client's breach of its duties and obligations under this agreement which are not due to FST's gross negligence.

6) Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. THE PARTIES HERETO AGREE THAT THE ARRANGEMENT CREATED BY THIS AGREEMENT IS NOT IN THE NATURE OF A FRANCHISE, AGENCY, JOINT VENTURE OR PARTNERSHIP. The parties understand and agree that this Agreement is for their own respective benefit only, and no one other than a party to this Agreement (including, Client customer(s)) shall have any right to enforce any of its terms. Client agrees that there is no required payment to become a Client and the purchase of any offering from FST is solely to promote and/or for the resale of Products.

Scheduling

Client acknowledges that we schedule our consultants in advance and that we would incur significant expenses, including downtime of those consultants, if we are not able to reschedule them as a result of your cancellation of Services scheduled to be performed. Therefore, you agree that if both parties agree to a scheduled date, you will not cancel that date without giving us written notice at least 3 business days prior to the scheduled date. If you cancel scheduled Services without such notice on more than 1 occasion, we reserve the right to invoice you an amount equal to 50% of the daily rate of the scheduled consultants that were to begin on the scheduled date for the number of days cancelled to the extent the consultants are not able to be redeployed by us. Any such invoice is payable in accordance with Terms and Conditions section above. You will also be responsible for any reasonable out of pocket expenses incurred as a result of such cancellation that could not be avoided or reduced by us.

Non-Solicitation

Client understands and agrees that FST has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that Client has a unique opportunity to evaluate performance of, and potentially hire away, FST employees. Both parties agree that such hiring away would substantially disrupt the essence of FST's business and FST's ability to provide its services for others, and that under the circumstances FST cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of FST's employees. Therefore, Client agrees that it shall not solicit for employment or hire any FST employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project. The Client Acknowledges that because the violation of FST's rights herein may cause irreparable harm and FST may not have an adequate remedy at law, FST will be entitled to seek and receive injunctive relief for Client's violations of FST's rights.

General Client Responsibilities

Client will make available in a timely manner at no charge to FST, all technical data, computer facilities, Programs, files, documentation and suitable office accommodations reasonably required by FST to perform the Services. You will be responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information

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you supply. We do not guarantee the success of your Services implementation but agree to use commercially reasonable efforts to assure success. You acknowledge that a successful implementation and ongoing administration of Services requires Client's cooperation, the cooperation of its employees, the devotion of sufficient internal resources with appropriate skill levels and a detailed implementation work plan (which addresses such topics as data migration, and user education and training).

Music Rights Fees

Client is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.

Disclaimers

FST disclaims any express or implied warranty or condition that the Products prevent toll fraud, unauthorized access, loss or theft of electronic data or invasion of privacy (collectively, "Fraudulent Activity"). FST shall have no liability to Client or respective party in the event of such Fraudulent Activity. Where applicable, Client is advised that the operation of e-911, 999 or similar such services requires accurate information, which FST has no responsibility for creating or managing. FST makes no warranties, express or implied, and has no liability regarding e-911, 999 or similar such services functionality. FST hereby makes Client aware that the "Record a Call Feature" has legal implications as outlined in the Manufacturer technical documentation. Record a Call does not provide a warning tone; therefore, end users should indicate verbally that the call is being recorded when activating this feature. Client agrees to warn its end-user customers of the recording during its training sessions and to pass on the pertinent documentation warnings and disclaimers concerning such in order to comply with the laws of the pertinent jurisdiction(s) involved. FST disclaims any responsibility for improper use of this feature. Client is also advised that the External Listen feature contained in some products may violate certain laws including, without limitation, criminal law, or privacy legislation. Client is hereby warned to check local laws to ensure the use of this feature. FST does not warrant that the operation of the Products will be uninterrupted, virus or error free nor does FST warrant merchantability or fitness for a particular purpose.

Claims and Dispute Resolution

Client shall give FST written notice of any event or circumstance that Client becomes aware may entitle Client to compensation or damages (hereinafter "Claim"). The notice shall be given within five (5) calendar days of the circumstance giving rise to the Claim and specify the events and damages giving rise to the Claim. FST shall have ten (10) days to cure. After the ten (10) day cure period, the parties shall thereafter work in good faith to resolve the Claim, failing which, any and all controversies, claims or disputes between the parties hereto arising out of or related to this Agreement, any breach or threatened breach thereof, or the relationship of the parties hereto shall be submitted to and decided by arbitration in accordance with the Rules of the American Arbitration Association. Notwithstanding the foregoing, the number of arbitrators shall be determined by the Rules of the American Arbitration Association, *unless* the parties are able to agree on one arbitrator who is acceptable to the parties, in which event only one arbitrator shall serve. Furthermore, notwithstanding anything herein to the contrary any of the parties

may pursue injunctive relief in a court of competent jurisdiction to enforce this Agreement, and Shareholders, their successors, heirs, and assigns, have the option to commence a civil action in a court of competent jurisdiction to collect sums of money due pursuant to or arising out of this Agreement. The arbitrator or arbitrators (the "Arbitrator") may impose guidelines for the conduct of the hearing. The decision of the Arbitrator in the arbitration proceeding shall be final, conclusive and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction.
The arbitration shall be conducted in St. Louis County, Missouri, or at such other location acceptable to all parties affected thereby.

General Claims

Any claim or suit arising from this Agreement must be brought within twelve (12) months from the date that the cause of action accrued.

Publicity

Each party (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) agrees not to disclose or make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other party.

Miscellaneous

1) **Force Majeure** – Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable.

2) **Severability** – In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.

3) **Applicable Law** – This Agreement shall be interpreted under the laws of the State of Missouri in the United States of America. Venue and jurisdiction are contractually agreed and mandated to be in St. Louis, St. Louis County, Missouri, USA.

4) **Amendment** – this Agreement shall not be amended or modified except in writing and signed by an authorized representative of both parties with the exception of any unilateral amendment right given to FST elsewhere in this Agreement.

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5) **Notices** – All notices and communications between Client and FST pertaining to this Agreement shall be addressed to Client and FST at the addresses set out in this Agreement or may be communicated by facsimile, standard mail or electronic means (i.e. e-mail) to the other party and executed via electronic signature.

6) **Counterparts** – This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on these Agreements including by electronic signature, by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.

7) **Waiver** – Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights under this Agreement only by execution of a writing expressly waiving such right.

8) **Assignment** - Neither party may assign or otherwise transfer this Agreement without the other party 's prior written consent; provided however that a party may, without the other party's consent, (a) assign this Agreement to a subsidiary or affiliate provided the Client as the assigning party remains liable for such entity's performance, and (b) assign this Agreement to another entity pursuant to a sale, merger, consolidation or acquisition of all or substantially all of the assigning party 's assets or shares or membership units; provided that in each case the assigning party will notify the other party of the assignment in writing and the assignee agrees to be bound by the terms of this Agreement. In the event Client's assignee will not agree to be bound to this Agreement, Client will remain responsible for all obligations for the remaining term. Notwithstanding the foregoing, this will be binding on the successors and assigns of FST and Client.

Independent Contractor

FST is acting as an independent contractor under this Agreement. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. FST retains the right to perform work for others during the term of the Service Agreement.

Scope of Work

1) Services and Implementation -The parties shall agree to further Services being performed through the acceptance of either an FST standard Statements of Service, Statement of Work, Work Authorization, Purchase Order, Sales Order, Proposal, Service Order or Quotation which shall include a complete description of the Services to be provided, specific customer requirements, start-date and end-date of the Services and the labor rate. Each shall be incorporated herein and form part of this Agreement.

2) On all Services, FST will confirm logistics with the Client. Prior to leaving the site, FST shall contact the site contact person to approve completion of the applicable Service Order. Upon approval of the completion of Services, Client shall immediately return any unused and defective parts to FST referencing the applicable Service Order.

3) Additional Work or Work Stoppage - In the event that the Client requests FST to perform work not specified in the applicable Service Order or requests material changes to the Services outlined in the Service Order, FST and Client shall complete another Service Order or a change request (the "Change Request"). Upon approval of amended services, FST will perform services mutually agreed.

Initial Investment Summary

Quantity	Description	Price	One-Time	[1]MRC	[2]ARC
	Managed Services		**Onboarding**		
1	[3]One Source Managed Services Support			$6,500.00	$78,000.00
1	One Source Managed Services Onboarding (One Time Cost)	$21,498.50	$21,498.50		
	Cyber Security Services				
150 ([4]Est)	[3]One-Source Security (OSS) Services – (Cyber Security and Email Protection Services) (per device)	$29.99	Included	$4,498.50	$53,982.00
	Email				
200 ([4]Est)	[3]Total Email Protection (Email Security, Archiving, etc. – Sunshine Law - Required)	$12.49	Included	2,498.00	$29,976.00
TBD	[2,3]Microsoft Office 365 – GCC (Government Licensing)	TBD	TBD	TBD	TBD
	Infrastructure Security Management				
TBD	[3]Secure Firewall w/ Advanced MFA VPN Access – Annual Software Assurance (IR, EU, etc.) (Security Services - Required)	TBD	TBD	TBD	TBD
TBD	[3]Could Control Wireless Access Points Monitoring and Support	TBD	TBD	TBD	TBD
1	Hardware Procurement Services - Required (Sourcewell Gov Preferred where applicable)	Included	Included	Included	Included
	Cloud Services				
TBD	[3]Secure Backup Service (Cloud Storage) (Security Services/Disaster Recovery - Required)	TBD	TBD	TBD	TBD
	Reduced OSMS Labor Costs				
TBD	*Reduced Managed Services Labor Rate (All other standard rates apply)	$95.00/hr			
		TOTAL:	$21,498.50	$13,496.50	$161,958.00

[1] MRC – Monthly Reoccurring Cost; Manufacturer estimated monthly subscription cost(s) are subject to annual increases and number of users/devices (Reference Table A – Annual Increase Table and Auto Renewal).
[2] ARC – Annual Reoccurring Cost; Manufacturer estimated annual subscription renewal cost(s) are subject to annual increases and determined by number of users/devices.
[3] Service is Subject to Annual Increases as referenced in Table A and Annual True-Up/Review.
[4] Est - Estimated number of Users, Seats, Devices, etc. – final numbers will be determined at on-boarding and reviewed and adjusted annually.

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Annual Increase Table and Auto Renewal

Annual Increases of not less than 6% as indicated in Table A. Upon the expiration of the original term or any renewal term, this agreement shall be renewed for a two (2) year term with annual increases of not less than 6% unless otherwise agreed upon or determined by software/hardware manufacturer increases.

Table A (Example)				
				MRC
Contract Term	1	Year 1		$13,496.50
		Year 2	.06	$14,306.29
		Year 3	.06	$15,164.67
		Year 4	.06	$16,074.55
		Year 5	.06	$17,039.02
	2		.06	
			.06	
			.06	

Cancellation

The client shall give written cancellation notice to FST no less than ninety (90) days from the end of the relevant contract term.

Upon receipt of notice of cancellation, FST shall provide within ten (10) business days an "Off Boarding Packet" to the Client. Upon receipt of the "Off Boarding Packet", the Client has ten (10) business days to review, complete and return to FST. If the "Off Boarding Packet" is not returned in a completed form to FST within ten (10) business days, the Client forfeits the notice of cancellation. The result of which is a renewal of the executed OSMS contract for subsequent three (3) year term, with annual increases of not less than 6% unless otherwise agreed upon.

If a written cancellation notice is not received by FST within ninety (90) days of subsequent contract term, this contract shall renew for a subsequent three (3) year term, with annual increases of not less than 6% unless otherwise agreed upon.

Transition Services (Merger / Acquisition)

Client can request transition or continuation of services that extend beyond subsequent contract term as a result of merger or acquisition. Should services not conclude by subsequent contract term, the agreed-to transition of services shall feature a term of no less than six (6) months after relevant contract term, with an increase of 50% to the Monthly Recurring Charges (MRC).

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Entire Agreement

This Agreement expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement, or representation that in any way limits, extends, defines, or relates to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written and shall remain in force for a period of five (5) years. The agreement will automatically renew at the end of each term for a further three (3) year term unless either party gives the other written notice of termination at least ninety (90) days prior to the end of the relevant term.

Forward Slash Technology, LLC 13610 Barrett Office Drive, Suite 9G Ballwin, MO 63021	The City of Rolla, Missouri 901 N Elm Rolla, MO 65401
_____ Title	_____ Title
_____ Printed Name	_____ Printed Name
_____ Signature	_____ Signature
_____ Date	_____ Date

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City of ROLLA

SERVICE LEVEL AGREEMENT

One Source Managed Services (OSMS)

forward/slash TECHNOLOGY
fwslash.com

ADDENDUM A

VI.A.17

This Service Level Agreement (SLA) covers Forward Slash Technology's One Source Managed Services

("OSMS") offered to The City of rolla, Missouri (hereinafter "Client"),

located at: 901 N Elm, Rolla, MO 65401

1 Executive Summary

The aim of this agreement is to provide a basis for close co-operation between Forward Slash Technology and Client, for support services to be provided to Client, thereby ensuring a timely and efficient support service is available to Client's end users. The objectives of this agreement have been outlined in the following sections.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2 Client Responsibilities (On-Boarding Process)

To ensure the success of our partnership, Client will need to participate by providing and/or obtaining the following information:

- Complete "Client Documentation Report" and onboarding process.
- Client to list FST as Technical Contact for relevant *Third-Party* Vendors.
- Software Vendor Contact Information by department.
- Access to facilities as required and mutually agreeable.
- Access to systems and equipment as required and mutually agreeable, to include, but not limited to, firewalls, switches, backup appliances, etc.
- Global Administrative account to Office 365
- Domain and Local Network Administrative Access
- A copy of *ALL* internet and phone bills to date.

3 On-boarding Process

OSMS Onboarding to include:

- Agent installation on all PCs and Servers (includes anti-virus SW); Configuration of Network Monitoring
- Documentation of Admin Credentials on Networking Equipment; ("Client Network Documentation Report")
- Work with current IT provider(s)/Vendor(s) on System Configurations as needed.
- Offboarding current IT Provider(s)/Vendor(s) as needed; and
- Documentation of System Configurations – Current State. ("Network Topology Documentation")
- Engineer Industry Best Practice Firewall(s) and Backup Solutions.
- Update FST internal Knowledgebase

4 Contacts – Forward Slash Technology Help Desk

Phone: 314-403-1225
Email: HelpDesk@fwslash.com

5 FST Supported Locations / Contacts

To be determined - Onboarding

6 Client Existing Environment

To be determined - Onboarding

7 Client Approved Third Party Vendor(s)

To be determined - Onboarding

8 Service Response Times (See attached flow chart matrix)

	Method	Response Time
Non-Mission Critical (NMC)	Help Desk Queue	Handled in Order Received
Email Support	Help Desk Email	Handled in Order Received
On-Site Support (NMC)	Escalated	Less Than 8 Business Hours
Mission Critical Support	Escalated	Less Than 4 Business Hours

9 Hours of Support (CST)

Unlimited OSMS Basic Remote Help Desk Support:

Monday thru Friday; 7 am – 6 pm

Standard Billable Remote/Onsite/Project Support *(Billed at reduced OSMS Client labor rate of $95/hr.)*:

Monday thru Friday; 7 am – 6 pm

Off-hours Onsite Support *(Billed at 1.5 times Standard Rate)*:

Monday thru Friday; 6 pm – 7 am; Saturday; 12:00 am – 11:59 pm

Off-hours Onsite Support *(Billed at 2.0 Standard Rate)*:

Sunday; 12:00 am – 11:59 pm

Holidays recognized by Forward Slash Technology as Off-hours Support:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

10 Support Level Examples ("FST Associate")

Tier One – Help Desk Technician
Tier Two – Help Desk Technician / Network Administrator
Tier Three – Sr. Network Administrator / Network Engineer

11 Remote Helpdesk Support (Unlimited)

FST will attempt to resolve support issues via OSMS Remote Help Desk Support.

12 Helpdesk Support (TBD - Billed Monthly)

(Support Outside Normal Day-to-Day Helpdesk Support, Engineering, etc.):
Any support after FST remote diagnosis and troubleshooting have determined that an on-site visit is required to resolve the issue. Deployment of new software, hardware equipment or relocation of existing equipment will be treated as a project and billed according to the project scope of work.

13 Standard Forward Slash Technology Supported Environments

Systems' support requested for environments not listed above are subject to a separate Service Level Agreement, Service Response Times, Hour of Support and Pricing.

Operating Systems
Microsoft Windows
Microsoft Server
Microsoft Exchange
Linux
AIX

Office Platforms
Microsoft Office
Suite Adobe Suite

Cloud Services
Microsoft Azure
Microsoft Office
365

Network Systems
ADTRAN
Cisco
Barracuda
HP
Dell

Telecommunications
Mitel, ShoreTel
Avaya
Polycom

Backup
Barracuda Backup (Cloud BaaS))
AppAssure (Quest) and Cloud Services
Microsoft Azure (Cloud)
Crash Plan (Remote User Only)

IEEE 802.11 Wireless
ADTRAN
Blue Socket
Cisco
Ubiquity

Database
SQL Server
MS Access

14 OSMS Services

Desktop Support

- Unlimited client-interfacing technical support via phone and remote helpdesk agent. Including but not limited to:
- Workstation (laptop, desktop, tablet) preventive maintenance, management, optimization, and troubleshooting
- User Management (add, deletes and changes)
- Password resets and account lockouts
- File restoration
- Assistance with basic software issues (OS, MS Office, Adobe, etc., issues)
- Email setup and management
- General connectivity and network access (including VPN access)
- Virus and malware eradication
- Printer, scanner, copier support
- Mobile Device Management
- Any-and-all other issues related to workstation software and hardware
- Deliver excellent technical support and customer service during each-and-every employee interaction to ensure that Client's needs are consistently being met.
- Live Helpdesk Technicians are available Monday – Friday 7 a.m. until 6 p.m.
- Endpoint Protection – Anti-Virus/Malware (licensing included in OSMS)

Infrastructure Support

- Perform unobtrusive proactive maintenance on Client's entire network infrastructure
- Hardware Resource Utilization Management
- Conduct 24x7 Network Monitoring, Analysis and Escalation.
- Provide 24x7 System Emergency On-call Service with one-hour response time
- Nightly backups and replication monitoring; File / System Restores
- Server Patch Management
- Manage systemwide Software Licenses.
- Review and response to early warning and preventative alerts
- Open tickets with third party software vendors and Internet service providers for down sites.
- Routing and Switching Support
- Firewall Configuration, Maintenance, and Support
- Wireless Network / Access Point Policy Management
- Vendor Management
- IT Policy Management
- Reporting and Inventory Management
- Project planning, management, and oversight for business infrastructure
- Proactive daily support which includes ensuring vital equipment is online, updates for vital network hardware is current, as well as reviewing daily backup completion status

Backup and Disaster Recovery

To ensure Industry Best Practice Data Retention and reduce possible future data loss, Forward Slash Technology only supports, and recommends the installation of one of the following Backup Solution(s);

- Barracuda Backup (Cloud BaaS)
- AppAssure (Quest) and Cloud Services
- Microsoft Azure (Cloud)
- Crash Plan (Remote User Only)

Forward Slash Technology does not support USB connected hard drives or derivative type devices.

Dark Web Monitoring

- Identities mentions of client's organization on deep web and dark web forums and marketplaces
- Monitors and analyzes real-time leaked sensitive business information such as
- Customer list or data
- Employee login credentials (Personal Identifiable Information - PII)
- Trade Secrets
- Proprietary technology and other valuable datasets
- Reduces business risk, detects data breaches early and protects intellectual property and reputation

Hardware Procurement

- Best-in-Class procurement services, which allows clients to procure hardware, software and vendor maintenance renewals from a single source
- Industry-Leading vendors and distribution partners
- Everything from end-user computing and peripherals to core IT network, and server infrastructure

Hardware Recycling / Destruction (3rd Party)

- Ensures responsible recycling of failed and old electronics
- Eliminates risk of data security breaches or violations of environmental handling laws
- Secure Hardware Destructions Certificates Available

Training

- Forward Slash Technology recommends client maintain ongoing end-user training for Client systems, applications, data retention and network best practices. Forward Slash Technology may recommend end-user training; however Forward Slash Technology is not responsible for end-user training as part of this agreement.

Annual Network Review

- In addition to FSTs standard OSMS services, FST will complete an annual network audit and technology review to continually assess network limitations and vulnerabilities. Upon completion FST will provide immediate network recommendations and strategic planning to ensure the most efficient and secure technology infrastructure for the Client.

Note: Hardware and Licensing is not part of this agreement and will be presented to the Client in a quotation upon request.

15 Additional Services

As an OSMS Partner, Client will be eligible to receive the following FST Services. Any additional work requirements outside of the standard OSMS services will be presented in the form of a quotation and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from client.

Virtual CIO Consulting Services

- Business Process Flow Management
- IT Forecasting and Budgeting
- Cyber Security Analysis
- Cloud Migration Analysis
- Compliance Support

Network Vulnerability Scanning / Remediation

- Identifies security vulnerabilities in computers, internal and external networks, and communications equipment that cyber criminals can exploit.
- Automated monthly scans for known vulnerabilities and misconfigurations
- Reduces risks and save costs associated with cyber attacks
- Required for cyber insurance compliance

Email Phishing and Security Training

- Simulated phishing attacks
- Security awareness training campaigns to educate employee
- Employees are your best defense against cybercrime
- Provides management a complete picture of your organization's security posture and potential risk
- Identifies employees who are your weakest link and empowers them to be your strongest point of protection

Microsoft Office 365 (including Barracuda Essentials w/ Sentinel) – Government (GCC)

License Management

- Monthly Billing w/Annual Commitment
- Included Apps and Services:
- Desktop and Web Version of Office Apps
- Business-class email, calendar, and contacts
- Host unlimited online meetings with MS Teams
- 1 TB file storage per user

Barracuda Total Email Protection

- Cloud Email Gateway Defense with Advanced Threat Protection
- Cloud Archiving and Cloud-to-Cloud Backup (Mailboxes, OneDrive, etc.)
- Impersonation Protection Powered by Artificial Intelligence (AI)
- Forensic and Incident Response

Compliancy

- Federal Regulations for Cloud Services
- Criminal Justice and Federal Tax information Systems
- Missouri Sunshine Act
- 2FA and Multi-Factor Authentication

Microsoft Azure

- Cloud Based Virtual Environment(s)
  - Virtual Machines
  - Virtual Networks
  - Application Services

Video Surveillance Systems

- Scalable, easy-to-integrate IP-based products and innovations for security and video surveillance
- Discreet surveillance
- Pan, tilt and zoom capabilities
- Robust ligature resistant
- Protect employees, building and assets
- Reduces incidents related to loss, theft, and/or vandalism
- Criminal Justice Centers; Correctional Centers

Access Control - Network Door Security Systems

- Indoor and Outdoor Access Control Readers (Keypad, Card Access, Key fob, Biometric, Body Worn Access)
- Integrates access control solutions with a long list of other systems (i.e., network camera solutions, time, and attendance systems, etc.)
- Offers secure and seamless touch-free entry Protect employees, building and assets
- Built-in cybersecurity features, helps prevent unauthorized access and safeguards your system

Intercom and Paging Controllers

- PoE IP intercom allows for hands-free visitor communication at a secure entrance door or gate
- Outdoor-rated and is also a fully compliant 3rd party SIP endpoints.
- Paging and panic capabilities
- Integrates with Mitel phone systems

Telecommunications

FST is a certified Mitel Partner and highly recommends their premise-based systems, which offer the most control when it comes to call routing, call control, and user configuration. Through MiVoice Business, Client would be able to create a more efficient, cost-effective communications environment.

- Dynamic Extension - Allows a cell phone to ring in conjunction with or instead of a desk phone
- Music on Hold - Play music or recorded announcements to waiting callers
- Direct Dial Numbers - Special outside numbers to go directly to staff members or announcements
- System Scheduling - Create schedules for when and how calls are handled
- Auto Attendants - Reduces call volume to live attendants; Greatly increases the level of customer service
- Door Relay - Ability to unlock an access door from your desktop phone

Audio / Visual Support (Council/Court Room)

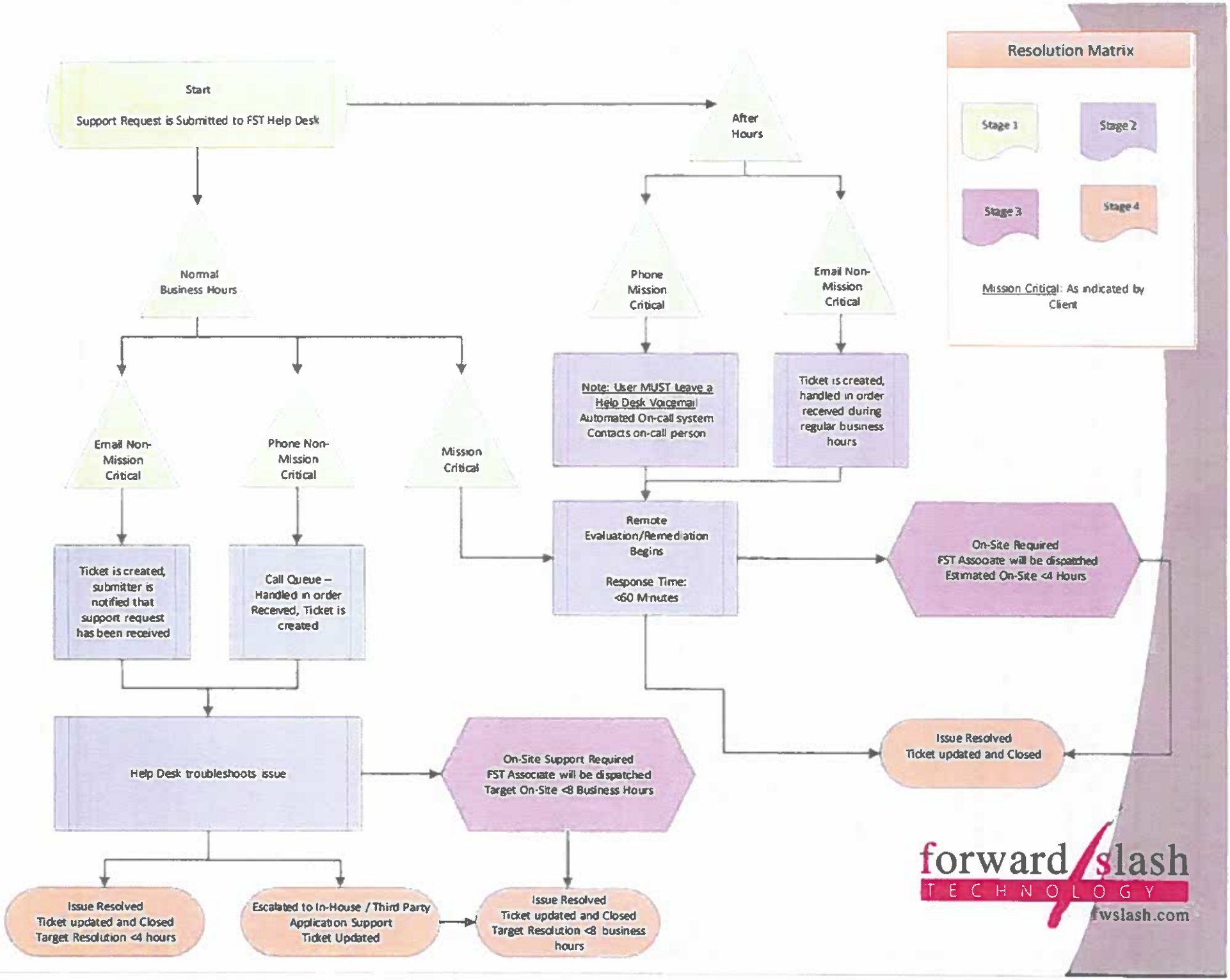
- Engineer visual collaboration solutions that improve productivity
- Deploy and support enterprise-grade conferencing solutions
- Leverage the power of visual communications to connect people
- Stream and record vibrant videos
- Captures audio with full duplex microphone array and echo cancellation

Network Infrastructure Management

- Low Voltage Wiring
- Cable Management
- MDF/IDF Equipment Installation (Server Room)

Website Development and Hosting

- Website Development and Maintenance
- Site Layout and Aesthetics
- SEO / Internet Marketing
- Content Updates and Maintenance
- Social Media Marketing & Blog Posts
- E-Commerce Solutions
- Online Business Directory & Reputation Management
- Daily Server Site Backups / Weekly Offsite Replication
- Website Hosting
- Domain Registry


Resolution Matrix
Stage 1
Stage 2
Stage 3
Stage 4
Mission Critical: As indicated by Client
Start
Support Request is Submitted to FST Help Desk
After Hours
Normal Business Hours
Phone Mission Critical
Email Non-Mission Critical
Email Non-Mission Critical
Phone Non-Mission Critical
Mission Critical
Note: User MUST leave a Help Desk Voicemail
Automated On-call system Contacts on-call person
Ticket is created, handled in order received during regular business hours
Ticket is created, submitter is notified that support request has been received
Call Queue – Handled in order Received, Ticket is created
Remote Evaluation/Remediation Begins
Response Time: <60 Minutes
On-Site Required
FST Associate will be dispatched
Estimated On-Site <4 Hours
Help Desk troubleshoots issue
On-Site Support Required
FST Associate will be dispatched
Target On-Site <8 Business Hours
Issue Resolved
Ticket updated and Closed
Issue Resolved
Ticket updated and Closed
Target Resolution <4 hours
Escalated to In-House / Third Party Application Support
Ticket Updated
Issue Resolved
Ticket updated and Closed
Target Resolution <8 business hours
forward slash
TECHNOLOGY
fwslash.com

V1.A.31

WHEREFORE, the parties acknowledge that they have read and understand this agreement and approve services being offered mutually agreed.

Forward Slash Technology, LLC 13610 Barrett Office Drive, Suite 9G Ballwin, MO 63021	The City of Rolla 901 N Elm Rolla, MO 65401
_____ Title	_____ Title
_____ Printed Name	_____ Printed Name
_____ Signature	_____ Signature
_____ Date	_____ Date

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Roger Pankey

ACTION: Bid Award

ITEM/SUBJECT: Roll-Off Hoist Truck

BUDGET APPROPRIATION: $180,000

DATE: 5 Feb 2024

COMMENTARY:

In keeping with the Department's fleet replacement schedule, staff is recommending to participate in the Sourcewell cooperative purchase of one new roll-off hoist truck. The proposed purchase would replace an existing 2010 model International with over 110,000 miles and 9,200 hours. We will surplus the existing truck through Gov-Deals or Purple Wave on line auction services once new truck is delivered. (Estimated surplus $25,000-$30,000).

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

Staff recommends the approval to purchase a 2025 Freightliner roll-off hoist truck with a Gal breath hoist offered by Premier Truck Group of Columbia, MO for $180,499.00 through Armor Equipment of Arnold, MO. which holds the Sourcewell contract.

Item VII. A.1


TRUCKS
& PARTS

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance **<u>Motion/1st Reading</u>**

ITEM/SUBJECT: Project #573 – FY 2024 Phase I Asphalt Improvements

BUDGET APPROPRIATION: $750,000 **DATE: 02/05/24**
(Phase I - $200K)

* *

COMMENTARY:
City staff received bids for the FY 2024 Phase I Asphalt Improvements project. The bids were as follows:

Pierce Asphalt, LLC **PO Box 1264** **Rolla, MO 65402**	**$193,510.50**
MoSeal, LLC **2416 N. Bluff Street** **Fulton, MO 65251**	**$200,123.00**
Capital Paving & Construction **117 Commerce Dr.** **Jefferson City, MO 65109**	**$218,073.25**
N.B. West Contracting Company **18637 US Highway 66** **Pacific, MO 63069**	**$228,900.50**
Melrose Quarry & Asphalt **PO Box 187** **Rolla, MO 65402**	**$258,541.62**

This phase overlays the following streets:
- **6th Street from Bishop Ave. to Kingshighway**
- **Green Acres – entire route**
- **Sycamore from Highway O to Cypress Drive**

Staff is requesting a motion to award the bid and the first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt LLC for $193,510.50.

ITEM NO. VII.B.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT 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 Pierce Asphalt, LLC., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be 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 20TH DAY OF FEBRUARY 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 **Pierce Asphalt LLC** Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2024 Phase I Asphalt Improvements, PROJECT 573**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2024 Phase I Asphalt Improvements, PROJECT 573**.

VII.B.3

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

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

EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of **$193,510.50** 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.

VII. B. 5

EXHIBIT A

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

CITY OF ROLLA, MISSOURI	CONTRACTOR
BY _____	BY _____
Mayor, Owner, Party of the First Part	
_____	_____
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

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance <u>Motion/First Reading</u>

ITEM/SUBJECT: Project #571 – 2024 Microsurfacing

BUDGET APPROPRIATION: $600,000 **DATE:** 02/05/24

* *

COMMENTARY:

City staff received bids for the 2024 Microsurfacing. We received one bid:

Microsurfacing Contractors, LLC 13940 St. Charles Rock Rd. Bridgeton, MO 63044	$529,385.35

This project will seal approximately 7 miles of city streets.

Staff is requesting motion for a bid award and the first reading of the ordinance authorizing the Mayor to enter into the contract with Microsurfacing Contractors, LLC for $529,385.35.

ITEM NO. ________________

VII. C. 1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MICROSURFACING CONTRACTORS, 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 Microsurfacing Contractors, LLC., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be 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 20TH DAY OF FEBRUARY 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 Microsurfacing Contractors, 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 advertisement for and in connection with the construction of "**2024 Micro Surfacing Project 571**", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "**2024 Micro Surfacing Project 571**".

VII.C.3

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract 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 $529,385.35 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, and that the Contractor shall commence work **when issued by City Engineer** when Notice to Proceed is issued and complete said work by **August 5, 2024.**

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,

VII.C.5

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

CITY OF ROLLA, MISSOURI

BY_____
Mayor, Owner, Party of the First Part

_____
Printed Name

CONTRACTOR

BY_____

_____
Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My Commission Expires: _____

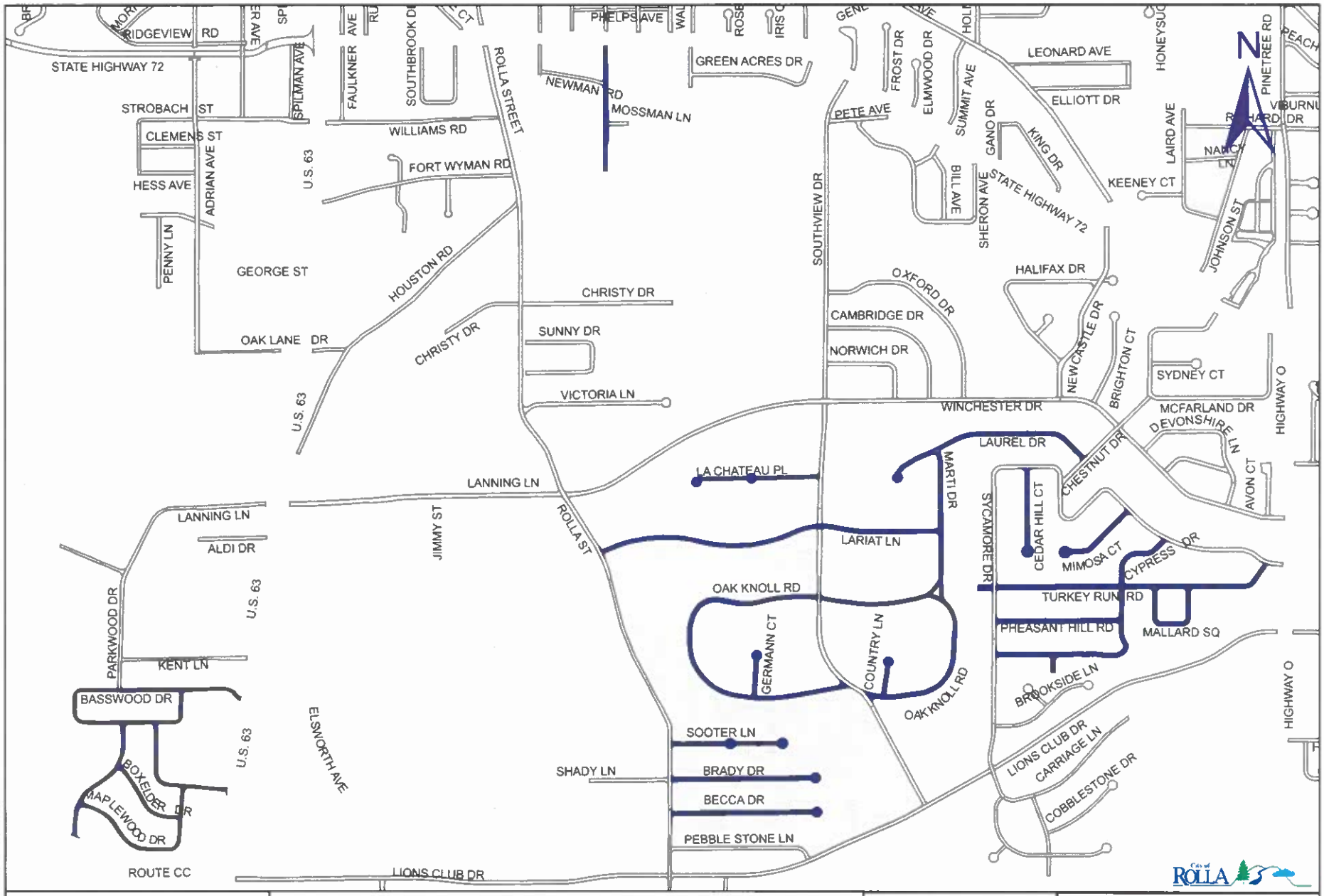
_____
Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My Commission Expires: _____

_____
Notary Public



Legend

MAQS-1

Micro-pave

2024

118,963.2 SQ YDS

6.99 MILES

VII.C.7

MICROPAVE		
BASSWOOD DRIVE	REDWOOD/PARKWOOD	63 EAST SIDE
SOOTER LANE	E. EDGE ROLLA ST	CUL-DE-SAC
REDWOOD DRIVE	LIONS CLUB DRIVE W	BASSWOOD
PARKWOOD DRIVE	BASSWOOD	LANNING LANE
OLIVE STREET	1100' S. OF HWY 72	HWY72
OAK KNOLL ROAD	SOUTHVIEWS. INTERSECTION	SOUTHVIEW N. INTERSECTION
OAK KNOLL ROAD	SOUTHVIEWS. INTERSECTION	SOUTHVIEW N. INTERSECTION
MAPLEWOOD DRIVE	REDWOOD	COTTONWOOD
MARTI DRIVE	OAK KNOLL RD	LAUREL DR
LAUREL DRIVE	MARTI DR	CHESTNUT DR
LAUREL DRIVE	CUL-DE-SAC	MARTI DR
LARIAT LANE	ROLLA ST	MARTI DR
LA CHATEAU COURT	1110 W. OF SOUTHVIEW	SOUTHVIEW
KENT LANE	PARKWOOD	BISHOP AVE
GERMANN COURT	OAK KNOLL RD	CUL-DE-SAC
COTTONWOOD DRIVE	BASSWOOD DRIVE	BISHOP AVE
COUNTRY LANE	OAK KNOLL RD	CUL-DE-SAC
BOXELDER DR	REDWOOD	COTTONWOOD
BRADY DRIVE	ROLLA ST	CUL-DE-SAC
BECCA DRIVE	ROLLA ST	CUL-DE-SAC
BASSWOOD DRIVE	PARKWOOD	BASSWOOD
BASSWOOD DRIVE	REDWOOD	PARKWOOD
CYPRESS DRIVE	Sycamore	Sycamore
PHEASANT HILL ROAD	Sycamore	Cypress
MALLARD SQUARE	*	*
TURKEY RUN	Sycamore	Sycamore
CEDAR HILL COURT	Sycamore	CUL-DE-SAC
MIMOSA COURT	Sycamore	CUL-DE-SAC
Eagle Wing	Cypress	Dead End