

Please Note: The Council Meeting will be conducted at Rolla City Hall. Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, June 16th, 2025; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: MATTIAS PENNER, AUGUST ROLUFS, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, WILLIAM HAHN, TOM MC NEVEN, KEVIN GREVEN, DAVID SHELBY, TINA BALCH AND MICHEAL DICKENS

PLEDGE OF ALLEGIANCE
Councilman Chirban

I. PUBLIC HEARINGS -

- A. **Request to Postpone** Public Hearing regarding request to rezone 112 W Lions Club Drive. (City Planner Tom Coots)
- B. **Public Hearing and Ordinance** to approve the vacation of a portion of 11th Street West of Powell Avenue. (City Planner Tom Coots) **Public Hearing and First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Blue Shield City Presentation
- B. Lauren Hill, SBA Representative (U.S. Small Business Administration) regarding disaster assistance.

III. OLD BUSINESS –

- A. **Ordinance** to enter into an agreement with Meyer Electric Company, Inc., for Project 517, Pine Street Lighting. (PW Director Darin Pryor) **Final Reading**

IV. NEW BUSINESS –

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

- A. Review of Proposed Budget for Forum Plaza Community Improvement District. (City Administrator John Butz) No Action
- B. **Motion** to authorize the City Administrator to finalize TPA/PBM services with Consociate and Ventegra. (City Administrator John Butz)
- C. **Motion to award** and **Ordinance** to enter into agreement with Meyer Electric for Wilson Field Lighting Project. (Park’s Director Floyd Jernigan) **Motion and First Reading**
- D. **Motion to award** and **Ordinance** to enter into agreement with Qualite Sports Lighting Inc., for Kwantes Field Lighting Project. (Parks Director Floyd Jernigan) **Motion and First Reading**
- E. **Resolution to Select Estimate** from Backyard Showcase for design plans and materials for replacement pavilions at Veterans Memorial Park. (Park’s Director Floyd Jernigan) **Motion**
- F. **Motion to award** bid and **Ordinance** to enter into an agreement with Pierce Asphalt, LLC for Project 601 – FY 2025 Asphalt Phase III. (PW Director Darin Pryor) **Motion and First Reading**

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. Consider Resolution in support of OAT’s Application for T-Mobile’s Hometown grant Program (City Administrator John Butz)

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

- A. Next Meeting Date, Monday, July 7th, 2025

IX. **CLOSED SESSION** –

Closed Session per RSMo 610.021 – (1) Legal, (12) Contract Negotiations, (3) Personnel

X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Postpone to July 21, 2025

SUBJECT: Map Amendment to rezone 112 W Lions Club Dr from the R-1, Suburban Residential district to the C-2, General Commercial district

(ZON25-04)

MEETING DATE: June 16, 2025

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on June 10, 2025. The Commission voiced concerns about a few issues that should be addressed in order to develop the property. In order to give the applicant time to research the issues before sending a recommendation to the City Council, they voted 4-0 to continue the discussions to the July 15 Planning and Zoning Commission meeting.

Staff Recommendation:

Notice has been provided for the City Council to conduct a public hearing on the request at the June 16, 2025 City Council meeting. Staff recommends that the City Council postpone the public hearing to the July 21, 2025 City Council meeting to allow for the Planning and Zoning Commission to conclude their discussion and make a recommendation.

Prepared by: Tom Coots, City Planner

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading/Public Hearing

SUBJECT: Vacation of a portion of 11th Street west of Powell Avenue

(VAC25-04)

MEETING DATE: June 16, 2025

Background: The applicant, Phelps Health, has requested that several other streets in the vicinity be vacated in the past few years. The vacations have been to accommodate redevelopment of properties the hospital has acquired. At this time, the hospital is planning an addition and remodel project to relocate the emergency room services and entry. 11th Street is planned to be used as an access for emergency and service vehicles. The hospital has now acquired all properties adjacent to the area requested to be vacated.

Application and Notice:

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

Property Details:

Land area - Approximately 34,400 sq. ft. (0.79 acres) of right-of-way to be vacated.

Public Facilities/Improvements:

Utilities - Overhead electric and communications, sanitary sewer, and storm sewer utilities are located in the right-of-way to be vacated. Easements will be retained in place of the right-of-way.

Comprehensive Plan: The Comprehensive Plan does not provide guidance on street/alley/easement vacations.

Discussion: The vacation is requested to facilitate a project to relocate the emergency room. The former street would be used to provide access for emergency and service vehicles. Since the street would serve only the hospital, vacation of the right-of-way is appropriate. Utility easements will be provided for the existing utilities. Building facilities could not be located within the easement area.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on June 10, 2025 and voted 4-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice; Vacation Exhibit; Ordinance

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE VACATION OF A PORTION OF 11TH STREET
GENERALLY LOCATED WEST OF POWELL AVENUE**

(VAC25-04)

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

SECTION 1: The general location of the rights-of-way to be vacated is shown on the attached exhibit.

SECTION 2: The said right-of-way to be vacated is more particularly described as follows:

A fractional part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence North 1°18'30" West, 29.65 feet, and, North 0°44'40" West, 250.15 feet, all along the Section Line to a point on the South right of way of 11th Street, the true point of beginning of the hereinafter described tract: Thence North 0°14'40" East, 59.26 feet along the aforesaid Section Line to a point on the North right of way of the aforesaid 11th Street; thence North 89°03'30" East, 568.39 feet along said North right of way; thence South 0°56'50" East, 60.37 feet to the northeast corner of a parcel described in Phelps County Deed Records at "Document No. 2025-0836, also being the aforesaid South right of way of 11th Street; thence South 88°55'20" West, 157.94 feet, and, South 88°46'40" West, 74.96 feet, and, North 89°35'10" West, 9.86 feet, and, South 89°20'30" West, 326.87 feet, all along said South right of way to the true point of beginning. Above described tract contains 0.79 acre, more or less, per plat of survey J-6004, dated April 10, 2025, by CM Archer Group, P.C

SECTION 3: The area to be vacated as described in this ordinance shall be retained as a utility easement.

SECTION 4: Pursuant to State Statutes, the ownership of the property to be vacated is to revert to the property owners on each side of the alley.

SECTION 5: That this Ordinance shall be in full force and effect after the passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 7TH DAY OF JULY, 2025.**

APPROVED:

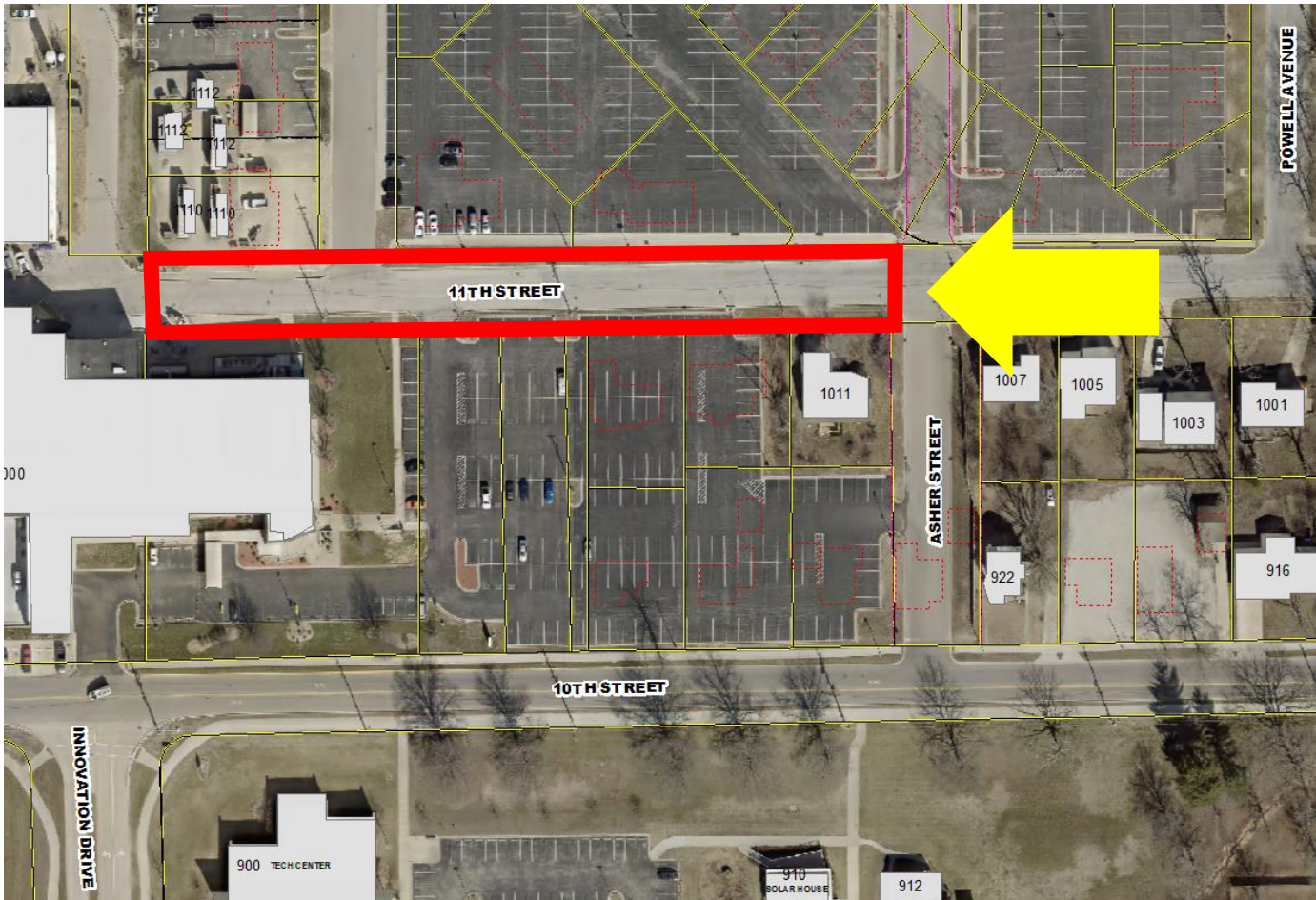
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: VAC25-04
Location: 1000 W 10th Street

Applicant: Phelps Health

Request:
Vacation of a portion of 11th Street,
generally located west of Powell Ave

Public Hearings:

Planning Commission
June 10, 2025
5:30 PM
City Hall: 1st Floor

City Council
June 16, 2025
6:30 PM
City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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



What is a Vacation?

A vacation is an application to vacate (or remove) all or a portion of a right-of-way adjacent to a property or an easement on a property. The right-of-way or easement must be found to no longer serve any current or future purpose.

What is a Right-of-Way?

In the context of a vacation application, a right-of-way refers to the area which has been dedicated to the City – usually for a public street. An easement is a portion of land that has granted the City the right to use a private property for some public purpose – usually for utilities, drainage, or access.

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

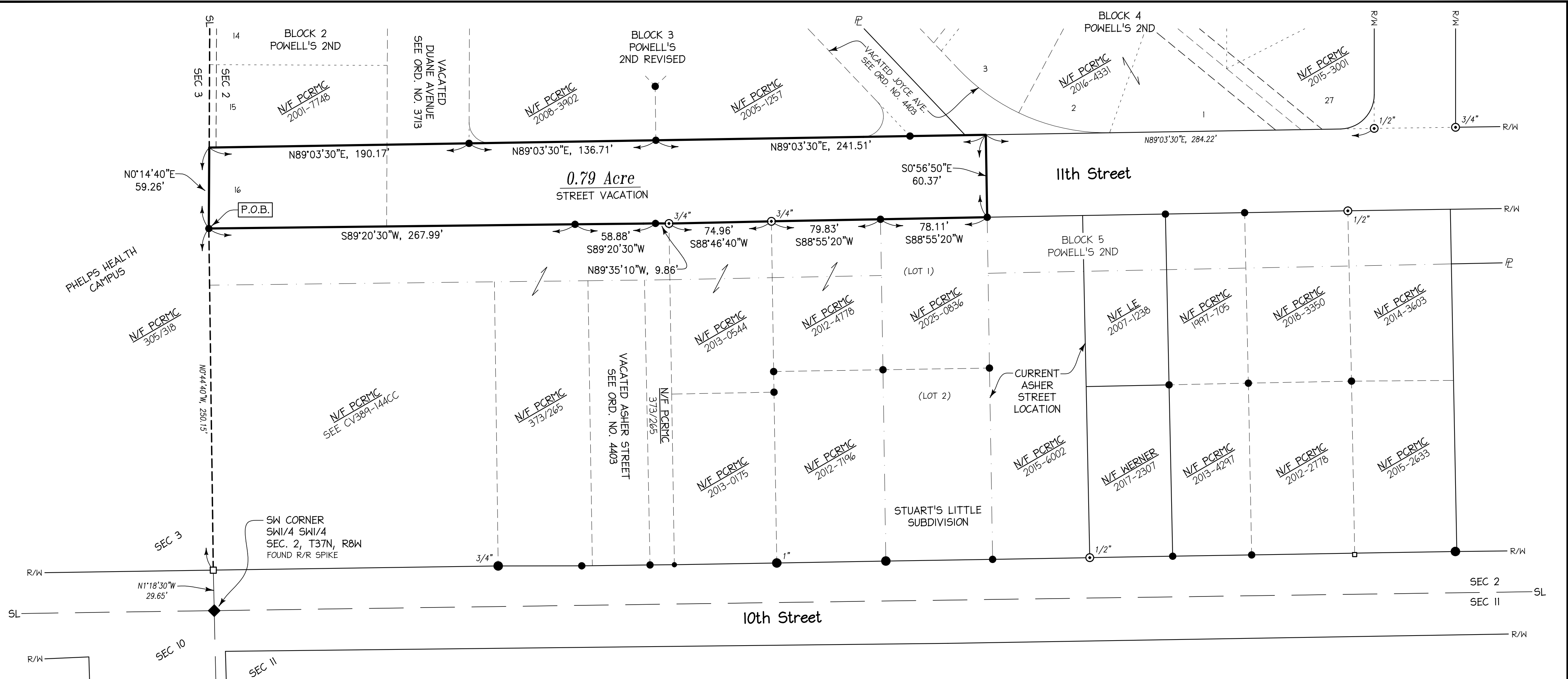
LEGAL DESCRIPTION

A fractional part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 37 North, Range 8 West of the 5th P.M. described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence North 1°18'30" West, 29.65 feet, and, North 0° 44'40" West, 250.15 feet, all along the Section Line to a point on the South right of way of 11th Street, the true point of beginning of the hereinafter described tract: Thence North 0°14'40" East, 59.26 feet along the aforesaid Section Line to a point on the North right of way of the aforesaid 11th Street; thence North 89°03'30" East, 568.39 feet along said North right of way; thence South 0°56'50" East, 60.37 feet to the northeast corner of a parcel described in Phelps County Deed Records at "Document No. 2025-0836, also being the aforesaid South right of way of 11th Street; thence South 88°55'20" West, 157.94 feet, and, South 88°46'40" West, 7 4.96 feet, and, North 89°35'1 0" West, 9.86 feet, and, South 89°20'30" West, 326.87 feet, all along said South right of way to the true point of beginning.

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STREET VACATION

A fractional part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence North 1°18'30" West, 29.65 feet, and, North 0°44'40" West, 250.15 feet, all along the Section Line to a point on the South right of way of 11th Street, the true point of beginning of the hereinafter described tract: Thence North 0°14'40" East, 59.26 feet along the aforesaid Section Line to a point on the North right of way of the aforesaid 11th Street; thence North 89°03'30" East, 568.39 feet along said North right of way; thence South 0°56'50" East, 60.37 feet to the northeast corner of a parcel described in Phelps County Deed Records at "Document No. 2025-0836, also being the aforesaid South right of way of 11th Street; thence South 88°55'20" West, 157.94 feet, and, South 88°46'40" West, 74.96 feet, and, North 89°35'10" West, 9.86 feet, and, South 89°20'30" West, 326.87 feet, all along said South right of way to the true point of beginning. Above described tract contains 0.79 acre, more or less, per plat of survey J-6004, dated April 10, 2025, by CM Archer Group, P.C.

NOTES:

- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts which an accurate and current title search may disclose.
- I declare that to the best of my professional knowledge and belief, this plat and survey meets the current "Missouri Standards for Property Boundary Surveys" (20 CSR 2030-16).
- Tract is classified Urban (20 CSR 2030-16.040).
- Date of field work: January, 2025
- Plat represents a survey of the right of way for 11th Street.
- Dimensions shown are measured. For record dimensions, see document(s) noted.
- Only the record documents noted hereon were provided to or discovered by surveyor. No abstract, current title commitment nor other record title documentation was provided surveyor.





CM Archer Group, P.C. dba:
ARCHER-ELGIN
ENGINEERING | SURVEYING | ARCHITECTURE
Corporate Authority:
CM Archer Group, P.C.: E: 2003023612-D, LS: 2004017577-D, A-2016017179

310 East 6th Street
Rolla, Missouri 65401
Phone: 573-364-6362
Fax: 573-364-4782
www.archer-elgin.com

REVISIONS		Proposed Street Vacation Part of SW1/4 SW1/4 Sec. 2, T37N, R8W Rolla, Phelps County, Missouri Phelps Health 1000 W. 10th St.; Rolla, Missouri 65401	
		DRAWN BY MEP	SCALE 1"=50'
		CHK'D SFF	DATE April 10, 2025
		SURVEY NO. J6004	

0 50' 100'

MISSOURI STATE PLANE GRID NORTH
CENTRAL ZONE
BY GPS OBSERVATION

- FOUND 3/8" IRON ROD
- FOUND 1/2" IRON ROD
- FOUND 5/8" IRON ROD
- FOUND IRON PIPE (SIZE NOTED)
- FOUND CARRIAGE BOLT
- PROPERTY LINE
- RIGHT OF WAY
- POINT OF BEGINNING

City of Rolla Officially Receives Missouri Blue Shield Designation

The City of Rolla officially received Missouri Blue Shield designation from the Missouri Department of Public Safety. This prestigious honor recognizes Missouri communities that demonstrate a steadfast commitment to enhancing public safety and supporting law enforcement.

The Missouri Blue Shield Program, created by Governor Kehoe in January 2025 through Executive Order 25-03, recognizes local governments that make significant efforts to reduce crime, foster law enforcement collaboration, and build strong community partnerships for public safety.

“Public safety is the foundation of a thriving community and state. It affects everything from families feeling secure to businesses having the confidence to invest and grow,” said **Governor Kehoe**. “We designed the Missouri Blue Shield Program to recognize communities that go above and beyond in creating a place where people want to live, work, and build their futures. A Missouri Blue Shield designation is a testament to the hard work and dedication of local governments across Missouri who are leading the way in making public safety a priority.”

“The Department of Public Safety is proud to work alongside communities like Rolla that have shown exceptional dedication to enhancing public safety,” said **Mark James, Director of the Missouri Department of Public Safety (DPS)**. “This program is about fostering collaboration between local law enforcement agencies and the communities they serve. Our goal is to support these efforts, providing resources and guidance to help communities build sustainable, long-term solutions for crime reduction and public safety.”

“The Rolla community and the Rolla City Council proudly stands behind the Rolla Police Department for their exceptional service to the City. Chief Sean Fagan and his entire staff have the gratitude of the entire community for their tireless efforts and commitment to professional public safety services”, said **Mayor Lou Magdits**.

Eligibility and Program Details

Communities are eligible for a Missouri Blue Shield designation based on their dedication to reducing crime, making substantial investments in public safety, and developing strong collaboration with law enforcement agencies and community stakeholders. Each participating community’s commitment will be reviewed annually to ensure continued alignment with the program’s goals.

Participation Incentives

Communities that earn a Missouri Blue Shield designation will receive grant funding for law enforcement training and equipment as part of Governor Kehoe’s Recommended Budget for the

State Fiscal Year 2026. Communities will also be featured on Governor Kehoe's social media pages as well as the DPS website to highlight their participation in the program.

About the Rolla Police Department

Rolla PD earned a Missouri Blue Shield designation due to its exceptional commitment to public safety. Through such efforts as Volunteers in Police Service, Rolla Area Drug Enforcement, recent accreditation from the MO Police Chiefs Association, Officer retention efforts including the Cadet Program and sponsorship in POST certifications, and many partnerships with community stakeholders, the community has demonstrated a strong and ongoing commitment to protecting its residents. This designation affirms the City of Rolla's effort to create a safer, more secure environment for all who live and work here.

###



DISASTER RECOVERY

Businesses • Homeowners
Renters • Nonprofits

Disaster Loans for Homeowners and Renters



Credit: U.S. Small Business Administration

Benefits of a disaster loan

- ☐ Low fixed-rate interest rates with terms up to 30 years
- ☐ No payment and no interest for 12 months
- ☐ Up to \$500,000 to cover damage to primary residences
- ☐ Up to \$100,000 to replace personal property, including vehicles
- ☐ Funds available to build back better and protect against future disasters (Mitigation)
- ☐ No need to wait for insurance to settle before applying

What you need to apply for a disaster loan

- ☐ Email addresses and contact information for all applicants
- ☐ Social Security numbers and Employer Identification Numbers (EIN) for all applicants
- ☐ Financial information (e.g., income and monthly expenses, etc.)
- ☐ A complete copy of the most recent federal income tax return (this can be provided later)
- ☐ Insurance information, if available

How to apply

- ☐ Scan the QR Code
- ☐ Visit sba.gov/disaster



For Additional Information

- ☐ Call **(800) 659-2955** (dial **7-1-1** to access telecommunications relay services):
 - To locate a Recovery Center for assistance with your loan application
 - To check the status of your loan application

II.B.1



DISASTER RECOVERY

Businesses • Homeowners
Renters • Nonprofits

Economic Injury Disaster Loan (EIDL)



Credit: Gettyimages

Benefits of an Economic Injury Disaster Loan (EIDL) for Small Businesses and Non-Profits

- ☐ Up to \$2 million to meet ordinary and necessary financial obligations
- ☐ Low fixed-rate interest rates with terms up to 30 years
- ☐ No payment and no interest for 12 months
- ☐ No need to wait for insurance to settle before applying

What you need to apply for a disaster loan

- ☐ Email addresses and contact information for all applicants
- ☐ Social Security numbers and Employer Identification Numbers (EIN) for all applicants
- ☐ Financial information (e.g., income and monthly expenses, etc.)
- ☐ A complete copy of the most recent federal income tax return (this can be provided later)
- ☐ Insurance information, if available

How to apply

- ☐ Scan the QR Code
- ☐ Visit sba.gov/disaster



For Additional Information

- ☐ Call **(800) 659-2955** (dial **7-1-1** to access telecommunications relay services):
 - To locate a Recovery Center for assistance with your loan application
 - To check the status of your loan application

II.B.2

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: Project #517 – PINE STREET LIGHTING

BUDGET APPROPRIATION:

\$ 150,000.00

DATE: 06/16/25

COMMENTARY:

City staff received bids for Project 517, Pine Street Lighting. The bids were as follows:

Meyer Electric Company, Inc.
3513 North Ten Mile Drive
Jefferson City, MO 65109

\$ 179,826.00

Gerstner Electric, Inc.
2400 Cassens Drive
Fenton, MO 65109

\$ 194,900.00

This project will install street lighting along Pine Street from 12th Street to 18th Street. The light poles will be the same style as the poles on Kingshighway.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Meyer Electric Company, Inc, for \$179,826.00.

ITEM NO. III.A.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MEYER ELECTRIC COMPANY, INC.

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 for Project 517 Pine Street Lighting between the City of Rolla and Meyer Electric Company Inc., 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 JUNE 2025.

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 _____ **Meyer Electric Company, Inc.** _____ 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: **Pine Street Lighting, PROJECT 517**, 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 **Pine Street Lighting, PROJECT 517**.

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 \$179,826.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Review

ITEM/SUBJECT: Review of the Proposed Budget for the Forum Plaza Community
 Improvement District

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: June 16, 2025

COMMENTARY:

Attached is a rather simple budget for the Forum Plaza CID – a renovation project of the 1970’s Forum Plaza Shopping Center – that is supported by a one-cent CID tax overlay. The CID Board, made up of three representatives of the development and two representatives of the City (Mayor and City Administrator), actually approves the budget (October 1 fiscal year). CID statutes require submittal and review by the City Council prior to the CID Board action (no formal action needed by Council).

The CID provided \$4 million of the \$14 million project cost to eliminate and reverse blighted conditions and has a current “Principal Balance” of \$2.8 M. The one-cent CID tax will run through 2039 unless paid off sooner. Presented for informational purposes.

ITEM NO. _____ V.A.1

**FORUM PLAZA COMMUNITY IMPROVEMENT DISTRICT
OCTOBER 1, 2025– SEPTEMBER 30, 2026 BUDGET (FY-2026)**

BUDGET MESSAGE:

The Forum Plaza Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on December 15, 2014, by virtue of an ordinance approved by the City Council of Rolla, Missouri. The stated purpose of the District is to provide funds for building construction of public improvements within the District, cleaning and maintenance services to public areas in order to improve the appearance and image within the District. The District adopted a fiscal year of October 1 to September 30.

Major Changes: None.

	FYE 2026*	FYE 2025*	FYE 2024**
FUNDS AVAILABLE:			
- Cash on Hand (Beginning of Fiscal Year)	\$97,241.00	\$105,441.00	\$128,844.00
ESTIMATED REVENUE:			
- Sales/Use Tax (1.0%)	\$300,000.00	\$300,000.00	\$303,428.00
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	\$397,241.00	\$405,441.00	\$432,272.00
ESTIMATED EXPENDITURES:			
-Operating Expenses	\$5,000.00	\$5,000.00	\$6,831.00
-City Administrative Fee	\$2,000.00	\$2,000.00	\$00.00
-Insurance	\$1,200.00	\$1,200.00	\$0.00
- Developer Reimbursement	\$325,000.00	\$300,000.00	\$320,000.00
TOTAL ESTIMATED EXPENDITURES	\$333,200.00	\$308,200.00	\$326,831.00
FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	\$64,041.00	\$97,241.00	\$105,441.00

*Estimated values.

**Actual values.

V.A.2

Rolla, MO (Forum Plaza CID)

Date Check Received	Reimbursement Received	Interest since Last Reimbursement	Reduction to Principal	Principal Balance	Beg Date	End Date	Interest Rate	Interest for Time Period
				4,000,000.00	01/15/15	12/31/15	0.025	95,890.41
				4,000,000.00	01/01/16	12/31/16	0.025	100,000.00
				4,000,000.00	01/01/17	12/15/17	0.025	95,616.44
12/15/17	305,693.67	291,506.85	14,186.82	3,985,813.18	12/16/17	12/30/17	0.025	4,095.01
				3,985,813.18	12/31/17	05/09/18	0.025	35,490.12
05/09/18	75,709.04	39,585.13	36,123.91	3,949,689.27	05/10/18	10/02/18	0.025	39,496.89
10/02/18	52,344.85	39,496.89	12,847.96	3,936,841.31	10/03/18	12/29/18	0.025	23,728.91
				3,936,841.31	12/30/18	02/21/19	0.025	14,560.92
02/21/19	94,262.29	38,289.83	55,972.46	3,880,868.85	02/22/19	06/13/19	0.025	29,771.05
06/13/19	50,000.00	29,771.05	20,228.95	3,860,639.90	06/14/19	12/13/19	0.025	48,390.21
12/13/19	95,000.00	48,390.21	46,609.79	3,814,030.11	12/14/19	12/28/19	0.025	3,918.52
				3,814,030.11	12/29/19	05/12/20	0.025	35,527.95
05/12/20	95,000.00	39,446.47	55,553.53	3,758,476.58	05/13/20	09/10/20	0.025	31,149.02
09/10/20	70,000.00	31,149.02	38,850.98	3,719,625.60	09/11/20	12/17/20	0.025	24,967.35
12/17/20	60,000.00	24,967.35	35,032.65	3,684,592.95	12/18/20	12/26/20	0.025	2,271.32
				3,684,592.95	12/27/20	05/12/21	0.025	34,574.61
05/12/21	125,000.00	36,845.93	88,154.07	3,596,438.88	05/13/21	10/13/21	0.025	37,935.04
10/14/21	110,000.00	37,935.04	72,064.96	3,524,373.92	10/14/21	12/25/21	0.025	17,621.87
				3,524,373.92	12/26/21	05/12/22	0.025	33,312.58
05/12/22	160,000.00	50,934.45	109,065.55	3,415,308.37	05/13/22	12/31/22	0.025	54,504.58
12/31/22	135,000.00	54,504.58	80,495.42	3,334,812.95	01/01/23	07/11/23	0.025	43,855.07
07/11/23	150,000.00	43,855.07	106,144.93	3,228,668.02	07/12/23	12/30/23	0.025	38,036.36
12/30/23	175,000.00	38,036.36	136,963.64	3,091,704.38	12/31/23	07/10/24	0.025	40,869.79
07/10/24	145,000.00	40,869.79	104,130.21	2,987,574.17	07/11/24	03/22/25	0.025	52,180.23
03/22/25	195,000.00	52,180.23	142,819.77	2,844,754.40	01/01/25		0.025	
				2,844,754.40				0.00
Totals	2,093,009.85	937,764.25	1,155,245.60					937,764.25

Current Principal Balance
Current Interest Rate

2,844,754.40
2.50%

V.A.3

Note:
* Per Contract interest is 2.5%
* Collections to run through 2039 unless principle balance is paid off

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Motion

ITEM/SUBJECT: Selection of TPA/PBM Provider – Employee Health Insurance Plan

BUDGET APPROPRIATION (IF APPLICABLE) \$3.5M +/- DATE: June 16, 2025

COMMENTARY:

The City has provided employee health benefits under a self-insured plan since at least 1992. The City relies on an insurance broker to negotiate and analyze related services including plan design, TPA services (third party administration), PBM services (pharmacy benefits management) and Catastrophic Stop-Loss coverage. Olis, Akers, Arney was selected as the City’s broker in October 2024 and in early 2025 engaged on a full review of alternative services and pricing. [Note: Several employees have expressed frustration with our current TPA (UMR and their wholly owned PBM – OptumRX)]

Seven firms responded to our recent RFP and were provided hour-long interviews. A summary of those firms and services are included in the attached report. It is the recommendation of OAA, City Administration and the Administrative Advisory Committee to award TPA/PBM services to Consociate and Ventegra. Consociate has proposed a new plan design with a preferred network that incentivizes utilization of the BJC and Phelps Health Systems (and affiliates Cox Health and Wash U) with deductible and co-insurance savings to employees. [Note: Currently 75% of the City’s health insurance claims already utilize Phelps Health services] Coupled with Consociate is Ventegra Pharmacy Benefit Management – a fixed cost, non-profit pharmacy benefits organization.

Recommendation: Motion to authorize the City Administrator to finalize TPA/PBM services with Consociate and Ventegra.



City of Rolla TPA & PBM Review



V.B.3

Agenda

1.PBM Discussion

2.TPA Discussion

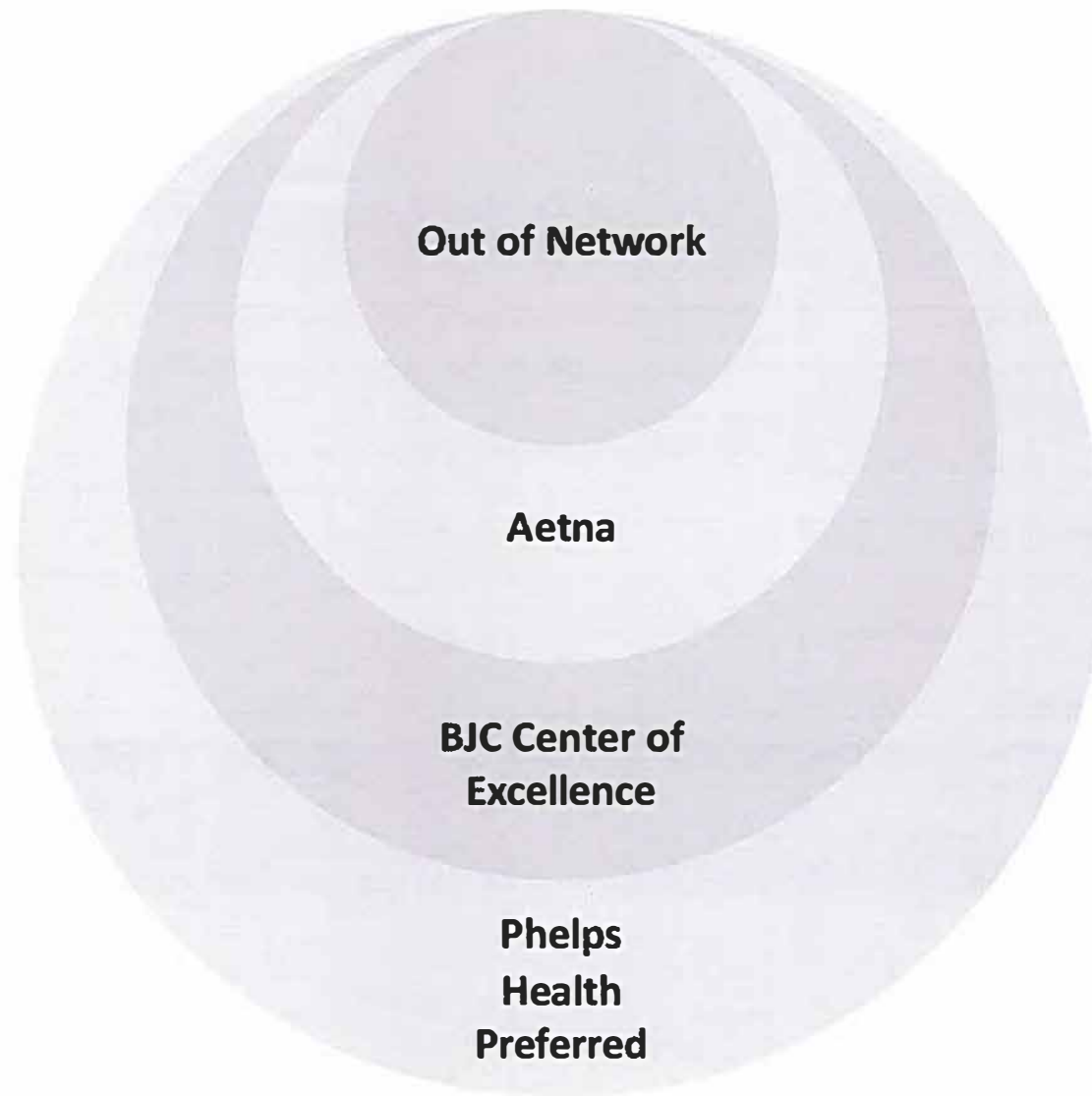
3.Options and Recommendation



	Ventegra	True Rx	Medalist	OptumRx
Pros	<ul style="list-style-type: none"> • Nonprofit status • Acquisition Cost Index vs. Average Wholesale Price • Cheapest drug, regardless of rebate amount • Detailed reporting package 	<ul style="list-style-type: none"> • Calls answered by human in 30 seconds • 1 in 10 employees are clinicians • Pod model for service 	<ul style="list-style-type: none"> • Sits on Optum's platform/network • Allows sourcing programs • Constant script filling/claim monitoring 	<ul style="list-style-type: none"> • Rebate fee credit • Easy option
Cons	<ul style="list-style-type: none"> • Can't be paired with Anthem network 	<ul style="list-style-type: none"> • Cost saving programs are extra cost 	<ul style="list-style-type: none"> • Smaller, boutique PBM • Sits on Optum's platform/network 	<ul style="list-style-type: none"> • Bundled with UMR • Hidden pricing • No pass-through model

	Consociate	Lucent	UMR
Pros	<ul style="list-style-type: none"> • Direct contract with Phelps & BJC • Ability to pair with independent PBM • Lowest cost (variable) 	<ul style="list-style-type: none"> • Access to Anthem network • Self-owned programs and data sets • Tech driven 	<ul style="list-style-type: none"> • Incumbent TPA – easy option • 3-year rate guarantee • \$25k admin credit
Cons	<ul style="list-style-type: none"> • Billing concerns with Phelps • New program for Phelps 	<ul style="list-style-type: none"> • Anthem network requires Carelon PBM • Carving out PBM requires Aetna/Cigna 	<ul style="list-style-type: none"> • Bundled with OptumRx, extra cost to carve out • Network issues (claims processing) • Hidden pricing • Didn't show us ways to save money

Example of Consociate Plan Design



Example of Consociate Plan Design

City of Rolla		
Internal Plan Name Reference:	Original Plan	New Plan Design
	PPO	PPO Plan (Embedded) Proposed
Deductible		
In-Network Tier One (Single/Family)	\$500 / \$1,000	\$250 / \$500 (Phelps Health + BJC COE)
In-Network Tier Two (Single/Family)	Currently no T2 Network	\$500 / \$1,000 (Aetna)
Out-of-Network (Single/Family)	\$1000 / \$2,000	\$1000 / \$2,000
Out of Pocket Maximums		
In-Network Tier One (Single/Family)	\$4,000/ \$8,000	\$2,000 / \$4,000 (Phelps Health + BJC COE)
In-Network Tier Two (Single/Family)	Currently no T2 Network	\$4,000/ \$8,000 (Aetna)
Out-of-Network (Single/Family)	\$5,000 / \$9,000	After deductible, member pay 20% coinsurance
Office Visit Benefit		
In-Network Tier One (Single/Family)	PCP: 20% coinsurance after deductible/ SPEC: 20% coinsurance after deductible	PCP: 0% coinsurance after deductible/ SPEC: 0% coinsurance after deductible (Phelps Health + BJC COE)
In-Network Tier Two (Single/Family)	Currently no T2 Network	PCP: 20% coinsurance after deductible/ SPEC: 20% coinsurance after deductible (TBD)
Out-of-Network (Single/Family)	PCP: 40% coinsurance after deductible/ SPEC: 40% coinsurance after deductible	PCP: 40% coinsurance after deductible/ SPEC: 40% coinsurance after deductible
ER Copay	After deductible, member pay 20% coinsurance	After deductible, member pay 20% coinsurance
Coinsurance (Inpatient and Outpatient Benefits)		
In-Network Tier One (Single/Family)	Inpt: 20% coinsurance after deductible/ Outpt: 20% coinsurance	Inpt: 0% coinsurance after deductible/ Outpt: 0% coinsurance (Phelps Health + BJC COE)
In-Network Tier Two (Single/Family)	Currently no T2 Network	Inpt: 20% coinsurance after deductible/ Outpt: 20% coinsurance (TBD)
Out-of-Network (Single/Family)	Inpt: 40% coinsurance after deductible / Outpt: 40% coinsurance after deductible	Inpt: 40% coinsurance after deductible / Outpt: 40% coinsurance after deductible



Options and Recommendation

- Evaluated based on how the PBM would manage Rx and how TPA impacts cost of service (claims).
- Consociate + Ventegra : This option would provide lowest cost of service (if majority of utilization migrates to D2E model) and would allow for better Rx management.
- Lucent (with Aetna or Cigna network) + Ventegra: You would be sacrificing the best discounts on the medical claims but would be able to save and control costs on the Rx side.
- Lucent (with Anthem network) + Carelon: You would have most favorable discounts on medical claims (outside direct with Phelps) but would be sacrificing on the control of the Rx.
- UMR + OptumRx: Easy option. Renew everything as-is.





OLLIS / AKERS / ARNEY
INSURANCE & BUSINESS ADVISORS



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: Award and 1st reading

ITEM/SUBJECT: Wilson Field Lighting Project

BUDGET APPROPRIATION/GRANT \$300,000 (50/50 Grant)

DATE: June 16, 2025

COMMENTARY: The City was awarded a Land Water Conservation Fund grant Oct. 1, 2024 for improvements to Ber Juan Park. This is the first project in that endeavor. This and several other facets of the grant, a scoreboard and dugouts, will help finish out this field that has been in progress since November 2014. In the last two years, we've added an ADA sidewalk to the field and pads for future dugouts. We are proposing to install an energy efficient LED system on 70-foot metal poles. The lights will have surge and grounding protection. The lighting system is also within national "light spillage" guidelines and has visors to control glare. The project is set for completion by Oct. 30. Notices were sent out to 20 bidders, with an additional 3 responding. Notice was also placed in the local newspaper.

These bids and the contract were reviewed and approved by the LWCF grant staff. Funding is from the LWCF grant, which is a 50-50 match. The other major project in the grant is a turf field.

Staff recommends the low bid by Meyer Electric.

Company	Description	Price
Meyer Electric with Musco Fixtures Jefferson City, Mo.	Installation of 70 foot poles, LED fixtures, 25 year warranty	\$289,324
Reinhold Electric with Musco Fixtures St. Louis, Mo.	Same	\$314,046



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND MEYER ELECTRIC FOR THE REPLACEMENT OF WILSON FIELD LIGHTING.

WHEREAS, on November 17th, 2014, Council approved renaming the Ber Juan Park Practice Field to Larry Wilson Field; and

WHEREAS, in November of 2022 the City of Rolla applied for a Land Water Conservation Fund Grant with a 50/50 match, for improvements to Ber Juan Park; and

WHEREAS, in October of 2024, the City of Rolla received notice of award of LWCF funding which included lighting improvements to Larry Wilson Field.

NOW THEREFORE 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 Meyer Electric, 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 7TH DAY OF JULY 2025.

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 Meyer Electric Company, Inc. 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: **Wilson Field Lighting**, 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 **Wilson Field Lighting**.

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 \$ 289,324.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY Leon J. Keller

Printed Name

Leon J. Keller, President
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 3rd day of June, 2025 before me appeared Leon J. Keller, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Meyer Electric Company, Inc. 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 Leon J. Keller acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: March 15, 2027

[Signature]
Notary Public

TRAVIS KAY Notary Public-Notary Seal STATE OF MISSOURI Commissioned for Cole County My Commission Expires: March 15, 2027 ID #15158766

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: Award and 1st reading

ITEM/SUBJECT: Kwantes Field Lighting Project

BUDGET APPROPRIATION (IF APPLICABLE) \$0

DATE: June 16, 2025

COMMENTARY: The March 14 tornado knocked out one bank of field lights at Kwantes. The current lighting system of metal halide fixtures was installed in 1982 on poles from 1967. This system is problematic in getting replacement parts. We are proposing to replace the broken pole and fixtures and the remaining outdated lighting with a more energy efficient LED system on 70-foot metal poles with new updated controls. The new lights will have surge and grounding protection. The lighting system is also within national "light spillage" guidelines and has visors to control glare. Funding will come from a combination of insurance and Prop P dollars. There will be some small savings in annual utility costs and bulb frequency replacement. Our current system has lasted 40 years. The project is set for completion by Oct. 30. Notices were sent out to 20 bidders, with an additional 3 responding. Notice was also placed in the local newspaper.

Staff recommends the low bid by Qualite Sports Lighting.

Company	Description	Price
Qualite Sports Lighting Inc. 215 W. Mechanic, Hillsdale, Mich. 49242	Replacement of existing lighting system for 70 foot poles, LED fixtures, 25 year warranty	\$186,437
Reinhold Electric 2511 Lemay Ferry Rd St. Louis, Mo. 63125	Same	\$196,186
Meyer Electric 3513 North Ten Mile Dr. Jefferson City, Mo. 65109	Same	\$239,037



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND QUALITE SPORTS LIGHTING INC. FOR THE REPLACEMENT OF KWANTES FIELD LIGHTING.

WHEREAS, the current field lights at Kwantes Field were installed in 1982 on poles originally placed in 1967; and

WHEREAS, the March 14th tornado caused significant damage, rendering one bank of lights completely inoperable and covered by insurance.

NOW THEREFORE 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 Qualite Sports Lighting Inc., 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 7TH DAY OF JULY 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 11th Day of June 2025 by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Qualite Sports Lighting, 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: **Kwantes Field Light Replacement**, 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 **Kwantes Field Light Replacement**.

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 \$ 186,437 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 \$100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY Heather Jeffrey

Heather Jeffrey | Sales & Marketing Manager

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: Floyd Jernigan, Parks & Recreation Director

ACTION ITEM: Resolution to accept estimates

ITEM/SUBJECT: Replacement pavilions for Veterans Memorial Park

INSURANCE APPROPRIATION \$208,682

DATE: June 16, 2025

COMMENTARY: The March 14 tornado flattened both pavilions at Veterans Memorial Park. The larger pavilion, completed in 2023, was constructed with materials from a company that designed the 53x60 structure. The smaller pavilion, 26x62, built in 2012, was constructed primarily by volunteers.

South Central Regional Veterans Group has asked the city if the pavilions could be built back using the same company they utilized because they preferred their design. This pricing, \$80,179 for the smaller, and \$128,503 for the larger, is from Backyard Showcase, an Amish outdoor structure manufacturer and shipper that specializes in pavilions. The new designs will elevate the wind tolerance from 90 to 125 for the larger building and from 60 to 125 for the smaller. This is above the 115 mph wind rating required by the city.

Once the drawings and materials are received, we will do a competitive bid solicitation to area contractors, who will assemble the structures and add the roof. Insurance is paying for the upgraded replacement structures.

Recommendation: Resolution to accept estimates from Backyard Showcase for design plans and materials.



V.E.1

ITEM NO. _____

RESOLUTION:_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND BACKYARD SHOWCASE, FOR DESIGN PLANS AND MATERIALS TO REPLACE TWO PAVILIONS AT VETERANS MEMORIAL PARK.

WHEREAS, the current pavilions at Veterans Memorial Park were completed in 2023 and 2012; and

WHEREAS, the March 14th tornado caused significant damage, collapsing both pavilions; and

WHEREAS, it is anticipated that Insurance will cover all the replacement expenses related to the replacement and upgrade of the tornado-damaged structures;

NOW THEREFORE 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 Backyard Showcase, copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This resolution 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 JUNE 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



2604 Lincoln Highway East
Ronks, PA 17572
717-288-3094

Estimate

thebackyardshowcase.com	Date	Estimate #
info@thebackyardshowcase.com	5/20/2025	20254

Name / Address	Ship To
Brian Turner 575 Southview Drive, Rolla, MO 65401	Brian Turner 575 Southview Drive, Rolla, MO 65401 573-426-6976

P.O. No.	Terms	Rep	Shop
20254	50 % Down Payment required	MZ	

Quantity	Description	Price Each	Total
	26 x 62 Large Commercial Park Model Wooden Pavilion 1612 Sq ft Price Includes: • Roof pitch is 3:12, designed for a standard 30 PSF live load & 90 MPH wind speed • Beams, rafters and headers are glulam SYP and are suited for roof loads (NOT Pressure Treated) • Glulam pressure treated SYP columns embedded (no base shoes) • Zinc plated fasteners • Roof decking shall consist of 2" x 6" nominal #1 SYP single T & G with a V-joint (NOT Pressure Treated) • 2x pressure treated SYP fascia • 8' eave height • Simpson HRS416Z post to beam connector plates in lieu of powder coated steel Excludes: Unloading, storage or installation of material, clear coat or stain and gutters & downspouts, and floor drains	64,256.00	64,256.00T
16	Glulam Header Beams and Braces to upgrade Windspeeds to 125 MPH Heavy Mounting Brackets (Powder Coated) for post Includes bolts to anchor to ceent slab Stamped & Sealed Engineered Drawings Design to withstand 125 MPH wind speeds Delivery Options: DIY Kit – Delivery Only	7,813.00 160.00 1,650.00 3,900.00	7,813.00T 2,560.00T 1,650.00T 3,900.00

Sales Tax (0.0%) \$0.00

Total \$80,179.00

Please confirm your order by paying 50% down to begin the order process. Full payment is to be made the day of delivery. If payment is not made, Backyard has the rights to remove buildings, and down payment may be used for any restocking fees that may apply. Guarantor agrees to be responsible for all costs, fees and charges on unpaid balances including, but not limited to, 1.5% interest per month (18% annually), collection fees (up to 50%), court costs and reasonable attorney fees. Guarantor, including Attorney or Power of Attorney, agrees to personally guarantee, jointly and severally, prompt payment of all sums due. Our goal is to make this a smooth process, and any info or pictures that you can provide will help our team achieve that goal. PLEASE verify that all sizes are correct! Backyard is not responsible for property damage or building permits unless stated otherwise, and customer must have yard ready access. Thank you for your business, and we look forward to working with you!

Customer Signature (seal)



2604 Lincoln Highway East
Ronks, PA 17572
717-288-3094

Estimate

thebackyardshowcase.com	Date	Estimate #
info@thebackyardshowcase.com	5/19/2025	20246

Name / Address	Ship To
Brian Turner 575 Southview Drive, Rolla, MO 65401	Brian Turner 575 Southview Drive, Rolla, MO 65401 573-426-6976

P.O. No.	Terms	Rep	Shop
20246	50 % Down Payment required	MZ	

Quantity	Description	Price Each	Total
	53 x 60 Large Commercial Park Model Wooden Pavilion ** See PO # 5443 ** Price Includes: • Roof pitch is 3:12, designed for a standard 30 PSF live load & 90 MPH wind speed • Beams, rafters and headers are glulam SYP and are suited for roof loads (NOT Pressure Treated) • Glulam pressure treated SYP columns embedded (no base shoes) • Zinc plated fasteners • Roof decking shall consist of 2" x 6" nominal #1 SYP single T & G with a V-joint (NOT Pressure Treated) • 2x pressure treated SYP fascia • 8' eave height • Simpson HRS416Z post to beam connector plates in lieu of powder coated steel Excludes: Unloading, storage or installation of material, clear coat or stain and gutters & downspouts, and floor drains	110,073.00	110,073.00T
	Glulam Header Beams and Braces to upgrade Windspeeds to 125 MPH	9,500.00	9,500.00T
18	Heavy Mounting Brackets (Powder Coated) for post Includes bolts to anchor to ceent slab	160.00	2,880.00T
	Stamped & Sealed Engineered Drawings (Price is subjected to change per final drawing requirements) Design to withstand 125 MPH wind speeds	1,850.00	1,850.00T
	Delivery Options: DIY Kit – Delivery Only	4,200.00	4,200.00

Sales Tax (0.0%) \$0.00

Total \$128,503.00

Please confirm your order by paying 50% down to begin the order process. Full payment is to be made the day of delivery. If payment is not made, Backyard has the rights to remove buildings, and down payment may be used for any restocking fees that may apply. Guarantor agrees to be responsible for all costs, fees and charges on unpaid balances including, but not limited to, 1.5% interest per month (18% annually), collection fees (up to 50%), court costs and reasonable attorney fees. Guarantor, including Attorney or Power of Attorney, agrees to personally guarantee, jointly and severally, prompt payment of all sums due. Our goal is to make this a smooth process, and any info or pictures that you can provide will help our team achieve that goal. PLEASE verify that all sizes are correct! Backyard is not responsible for property damage or building permits unless stated otherwise, and customer must have yard ready access. Thank you for your business, and we look forward to working with you!

Customer Signature (seal)

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance

Motion/1st Reading

ITEM/SUBJECT: Project #601 – FY 2025 ASPHALT PHASE III

BUDGET APPROPRIATION:	\$ 1,500,000.00	DATE: 06/16/25
Phase I & II contracts	1,061,020.27	
Phase III budget	185,789.00	

COMMENTARY:

City staff received bids for Project 601, FY 2025 Asphalt Phase III. The bids were as follows:

Pierce Asphalt, LLC	\$ 194,495.50
PO Box 696	
Rolla, MO 65402	

NB West Contracting Company	\$ 219,997.00
18637 US Highway 66	
Pacific, MO 63069	

This phase includes work on portions of Fairburn Drive, Savannah Court, Roseglade Road, the alley parallel to Elm & Oak Streets between 11th & 12th Streets, & a new parking lot at Green Acres Park on Southview Drive.

Staff is requesting a motion to award the bid, and a first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt, LLC, for \$194,495.50.

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 for Project 601 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 in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7TH DAY OF JULY 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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 2025 Asphalt Phase III, PROJECT 601**, 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 2025 Asphalt Phase III, PROJECT 601**.

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 \$ 194,495.50 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.

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

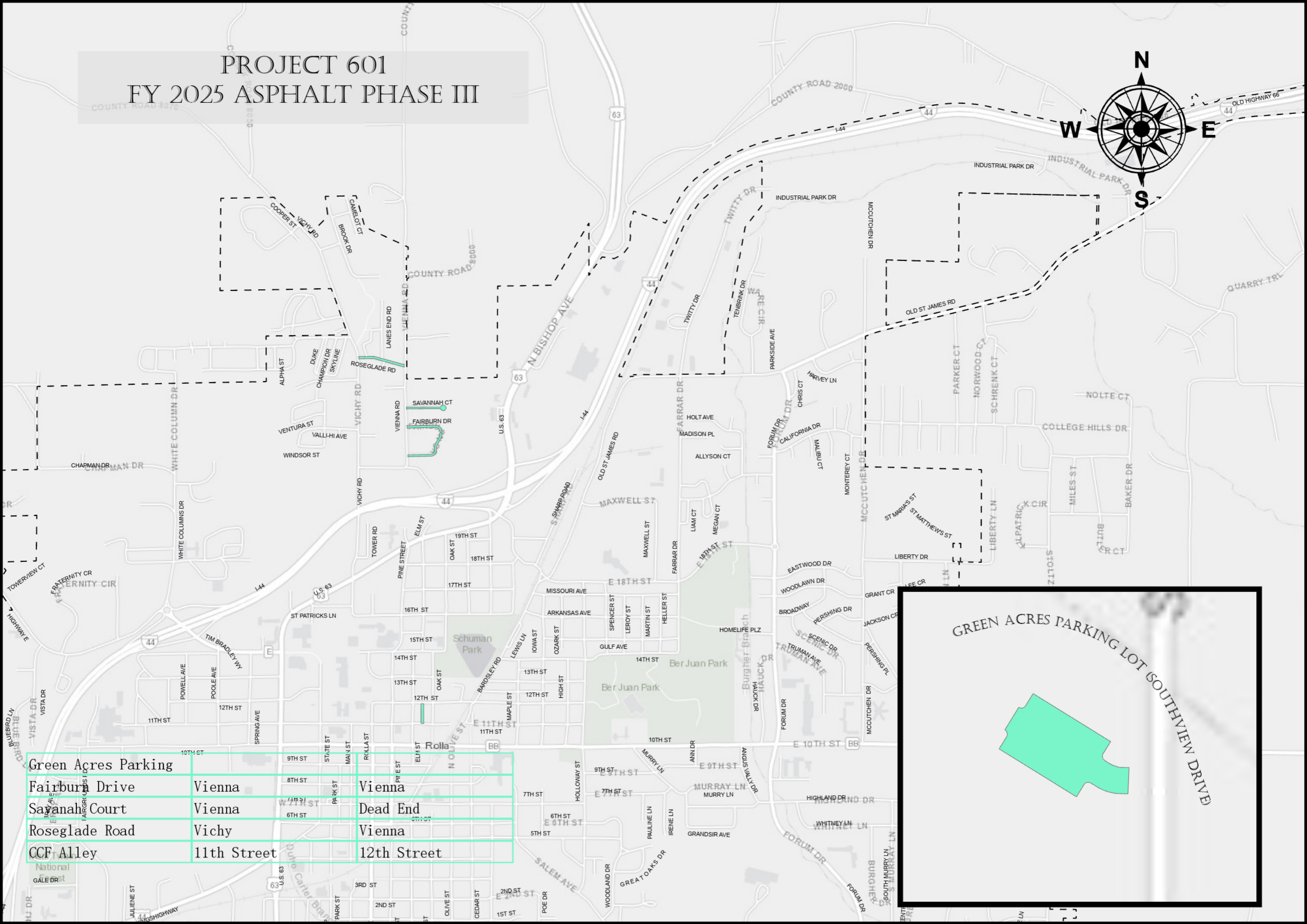
STATE OF MISSOURI)
SS)
County of Phelps)

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

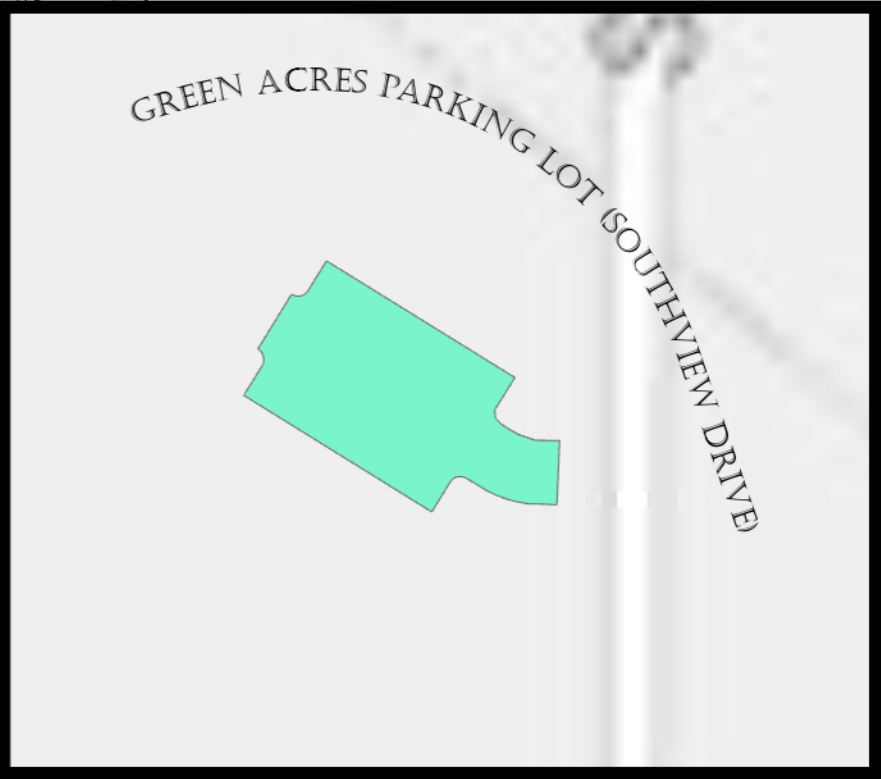
My commission expires: _____

Notary Public

PROJECT 601
FY 2025 ASPHALT PHASE III



Green Acres Parking		
Fairburn Drive	Vienna	Vienna
Savannah Court	Vienna	Dead End
Roseglade Road	Vichy	Vienna
CCF Alley	11th Street	12th Street



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF ROLLA, MISSOURI, IN SUPPORT OF THE
OZARK ACTORS THEATRE PINE STREET STUDIO PLACEMAKING PROJECT**

WHEREAS, Ozark Actors Theatre (OAT) has served the Rolla community since 1988 as a professional theatre company committed to providing high-quality arts education and live performances; and

WHEREAS, OAT owns and operates the historic Pine Street Studio (formerly the Null Building), a 17,500 square foot Art Moderne structure located on the original Route 66 in the heart of Rolla’s downtown; and

WHEREAS, the Pine Street Studio placemaking project will revitalize a currently underutilized, blighted space and transform it into a vibrant, multi-use community venue that fosters creativity, inclusion, and economic vitality; and

WHEREAS, the project aligns with the City of Rolla’s downtown revitalization plans and builds on prior public investment, including over \$1.4 million in ARPA funds dedicated to infrastructure improvements at the site; and

WHEREAS, the proposed improvements—including acoustic treatments, sprung flooring, and modern lighting and audio systems—will enable the space to serve as a flexible venue for rehearsal, performance, public art, indoor markets, educational programming, community events, and tourism support; and

WHEREAS, this shovel-ready placemaking project directly supports economic development and community connection, and is scheduled to be completed in time for the Route 66 Centennial celebration in June 2026; and

WHEREAS, the City of Rolla recognizes the value of partnerships that promote adaptive reuse of historic buildings and enhance the cultural and social fabric of our community;

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

Section 1. The City Council hereby expresses its enthusiastic support for the Ozark Actors Theatre Pine Street Studio Placemaking Project and affirms its alignment with community priorities including economic revitalization, historic preservation, and increased access to inclusive gathering spaces.

Section 2. The City Council further supports Ozark Actors Theatre’s application to the T-Mobile Hometown Grant Program and encourages all relevant stakeholders to join in backing this transformative initiative.

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor, City of Rolla

ATTEST:

City Clerk