

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, November 17th, 2025; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Pro-Tempore Kevin Greven

COUNCIL ROLL: Vacancy, 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 Behrendt

I. PUBLIC HEARINGS -

- A. **Public Hearing** for Ozark Actor’s Theater (OATS) blight and declaration of historical structure.
To be continued to a date certain of December 1st. (Community Development Director Dawn Bell)

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Rodney Bourne, RMU GM: RMU 4th Quarter Presentation.

III. OLD BUSINESS – None

IV. NEW BUSINESS – None

V. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion** to award bid for 5 RPD Vehicles to Don Brown Chevrolet (state bid). (Police Chief Fagan)
- B. **Motion** to award bid to Smith & Wessen for the replacement of RPD guns and holsters
- C. **Motion** to award bid and **Ordinance** to Donald Maggi, Inc for Little Oaks Road Improvements. (PW Director Darin Pryor) **Motion and First Reading**

VI. CITIZEN COMMUNICATION

VII. MAYOR/CITY COUNCIL COMMENTS

- A. Discussion regarding Administrative Search Warrants.
- B. Motion to appoint Lance Thurman to the Board of Adjustment to fill the unexpired term of Matt Miller (exp March 2028)
- C. Acknowledgment of Small Business Saturday on November 29th: Proclamation to be presented at the ribbon cutting on November 24th.

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

- A. Next City Council meeting, Monday, December 1st.
- B. Opening day of Candidate Filing: Tuesday, December 9th, 2025 at 8:00 am on the 3rd floor of the City Hall.

IX. **CLOSED SESSION** – Closed Session per RSMo 610.021 – (2) Leasing of Real Estate and (12) Negotiated contract

NOTE: Closed session will take place in the 3rd Floor Conference Room of the Rolla City Hall.

X. **ADJOURNMENT** -

2025

Fiscal Year 4th Quarter Report



Rolla Municipal Utilities

Provided to Rolla City Council

November 17, 2025

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A STATEMENT BY THE BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

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

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

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

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

Rolla Board of Public Works

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

FOURTH QUARTER FINANCIAL RECAP (Unaudited)

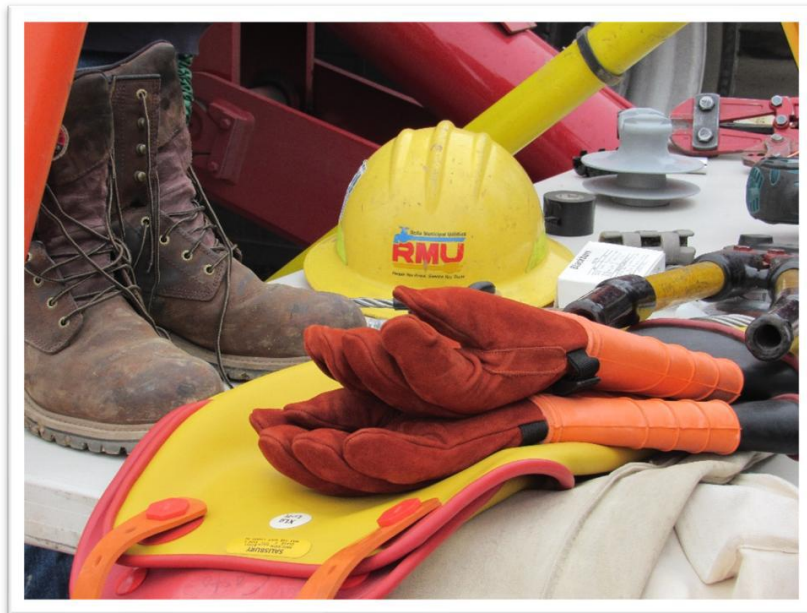
OPERATING INCOME and EXPENSES

	<i>4th Quarter FYTD 2024</i>	<i>4th Quarter FYTD 2025</i>	<i>CHANGE</i>
OPERATING REVENUES	\$32,106,288	\$34,385,597	\$2,279,309
OPERATING EXPENSES	(\$32,895,923)	(\$38,744,264)	(\$5,848,341)
OPERATING INCOME	(\$789,635)	(\$4,358,667)	(\$3,569,032)
OTHER INCOME & EXPENSES	\$1,422,759	\$2,857,302	\$1,434,543
NET INCOME/LOSS	\$633,124	(\$1,501,568)	(\$2,134,692)

At the end of the 2025 Fiscal Year, we show a total of \$34,385,597 in operating revenues. This is an increase of \$2,279,309 compared to Fiscal Year 2024.

Total operating expenses through the 4th quarter of 2025 were \$38,744,264. Our operating expenses increased \$5,848,341 from the end of 4th quarter of 2024; this is due to the increased cost of purchased power and expenses relating to the March 14th tornado.

The total Net Loss after the 4th quarter of 2025 was \$1,501,568 before audit. This is a loss of \$2,134,692 over the 4th quarter of 2024, but the majority of that figure is tornado-related expenses.



STATUS OF WORK PROJECTS



ELECTRIC DEPARTMENT

- March 14th Tornado Wrap-Up
 - Completed revisions to Wyman Substation
 - Electric infrastructure repairs are completed,
 - Submitted tornado-related expenses to FEMA
- The Highlands Subdivision (Hwy 72 South)– Installation of conduit in subdivision
- Phelps Health: New Emergency Department
- Rustic Lakes RV Camping (Bridge School Rd) – completed installation of electric services to the development.
- City of Rolla Parks Department – completed extending electric distribution system to provide service for new facilities at Ber Juan Park
- 611/612 North Pine – Reconfigured primary electric to relocate electric meters.
- 701 North Pine – Completed revisions to electric service in conjunction with building remodel
- Lions Club Drive from Rolla Street to Bishop Avenue (Hwy 63) – working to connect Bridge School Road & Dewing Substation.
- Aesthetic Work
 - West of 14th & Fitch Streets: Removed poles and overhead electric RMU identified as no longer needed by Phelps Health.
 - 11th Street from Elm to Main Streets: Removed overhead electric distribution & fiber systems no longer in use.

WATER DEPARTMENT

- Nagogami Pressure Zone –Construction of Nagogami Pump Station is complete and is in operation. The bid for construction of the White Columns Pump Station was approved, had preconstruction meeting with BuildTec and work is in progress.
- Projects In Progress
 - 2004/2006 North Bishop Avenue: Water Main Replacement - *(completed)*
 - Hillview Drive: Water Main Replacement – *(completed)*
 - Belmont Court: Replacement of Service Lines
- Upcoming Projects
 - Valve Exercising Program
 - Highway 72
 - Highway O from Winchester Drive to Commercial Drive in conjunction with RMU Service Center Department

FIBER

- Extension of fiber system for customer: 701 N Cedar Street
- SCADA system upgrade for improved remote access
- Wells #4: For improved monitoring, converted from radio to fiber



MPUA/MoPEP UPDATES

- MPUA Annual Conference and quarterly Board meetings on October 1-3, 2025. Annual Conference attendees: Chad Davis, Jason Bell, Eric Lonning and Rodney Bourne.
- Marshall Energy Center: Groundbreaking took place July 22nd & will be coming online soon
- Natural Gas Prices: Significant increase over last July
- Initial feedback from the Integrated Resource Plan (IRP) indicates winter shortfall beginning in 2040/41. Summer shortfalls after 2041. These are assuming no significant changes to our overall loads or generation mixes. Winter capacity is very tight suggesting possible additional resources for “insurance.”
- MoPEP as a pool, has greater price stability than the other two Missouri Power Pools mainly due to our resource diversity that we have developed over the last 20 years.

MISCELLANEOUS

- APPA Customer Satisfaction Award: Silver Award for providing excellent service to the community.
- Revised Cold Weather Rule
- Service Department Building Update
- RMU General Manager Search



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CITY COUNCIL AGENDA

DEPARTMENT: Police

ACTION REQUESTED: Motion

SUBJECT: Bids for Police Vehicles

PREPARED BY: Sean Fagan, Chief of Police

ATTACHMENTS: None

(CASE/PROJECT #)

MEETING DATE: November 17, 2025

Overview: On October 3rd, 2025, we went out for bids for five (5) new 2026 Chevrolet Tahoe Police Pursuit Vehicles.

Bids were opened on November 7th, and we received one qualifying bid:

<u>Dealership</u>	<u>Location</u>	<u>Per Vehicle Price</u>
Don Brown Chevrolet (state bid)	St. Louis	\$55,946

Background information:

N/A

Fiscal considerations: The adopted FY 26 budget appropriated \$392,500 for the purchase of vehicles and equipment/installation/marketing. Following the purchase of the vehicles, we will be seeking bids for equipment.

Budget appropriated – \$392,500

Previous allocations - \$0

Recommendation: Staff recommends Council award the bid to Don Brown Chevrolet for a total of \$279,730 for all five (5) vehicles.

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CITY COUNCIL AGENDA

DEPARTMENT: Police

ACTION REQUESTED: Motion

SUBJECT: Purchase of Duty Weapons and Equipment

PREPARED BY: Sean Fagan, Chief of Police

ATTACHMENTS: N/A

(CASE/PROJECT #)

MEETING DATE: November 17, 2025

Overview: In accordance with our Equipment Replacement Schedule, we are requesting approval to purchase forty-five (45) Smith & Wesson M&P 2.0 (9 mm) pistols and accessories to replace our existing Glock 17 (9 mm) duty weapons at a total cost of \$30,353.50 (trade-in value of existing weapons already factored in). The purchase will be made directly through Smith & Wesson for the lowest price.

Background information: Our current duty weapons were purchased in late 2017 and are on an eight (8) year rotation on the Equipment Replacement Schedule. I tasked our departmental range personnel with conducting a test and evaluation process which was completed between March and October 2024 and included these 9 mm pistol models: Glock 17, Smith & Wesson M&P, and Walther PDP 2.0. The weapons were evaluated to determine suitability as a department-issued duty weapon based on the following criteria: reliability, accuracy, ergonomics and user handling, magazine capacity and reloading characteristics, special features, maintenance considerations, and officer feedback. It was concluded, and recommended, that the Smith & Wesson M&P 2.0 will be the best performing pistol for RPD duty use. By buying directly from Smith & Wesson, we will automatically receive the lowest price available.

Fiscal considerations: The adopted FY '26 budget appropriated \$29,000 for the purpose of replacing duty weapons. This figure included the trade-in value offered by Smith & Wesson for our current weapons. As has been our practice for over 30 years, we will allow our officers to purchase their own weapons at that same trade-in value, which also provides them a means of owning back-up weapons at a significantly reduced price.

Budget appropriated – \$29,000.00

Previous allocations - \$0.00

Total cost - \$51,793.50 purchase price - \$21,440.00 trade-in value = \$30,353.50

Since the total is \$1,353.50 over the \$29,000 we had estimated in our budget for this purchase, we will reduce our spending for other Capital Expenditure items in order to avoid overspending in that account.

Recommendation: Staff recommends that Council approve the purchase of forty-five (45) Smith & Wesson M&P 2.0 pistols and accessories from Smith & Wesson for \$51,793.50.

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CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Bid Award/Ordinance

SUBJECT: Project449 – Little Oaks Road Improvements

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #) 449

MEETING DATE: November 17, 2025

Overview: City staff received bids for Little Oaks Road Improvements project. The bids were as follows:

Donald Maggi, Inc.	\$310,900.50
PO Box 66	
Rolla, MO 65402	

This bid is for all of the concrete improvements on Little Oaks from Rolla Street to Bishop Avenue. It includes new curb and gutter, sidewalks, and driveways.

Background information: Little Oaks Road was part of the Southside annex. It is the last road in the Southside annex that has not been improved to city standards. The new roadway will be 30' wide (from back of curbs) with new curb, gutter, driveways and storm drainage.

Fiscal considerations: The adopted FY 26 budget appropriated \$450,000 for this project under Contract Curb, Sidewalk & Drives.

Recommendation:

Staff is requesting a motion to award the bid to Donald Maggi, Inc. and the first reading of the ordinance authorizing the Mayor to enter into the contract with Donald Maggi, Inc. for \$310,900.50.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI, 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 between the City of Rolla and Donald Maggi, 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 1ST DAY OF DECEMBER 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 _____ **Donald Maggi, 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: **Little Oaks Road Improvements, PROJECT 449**, 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 **Little Oaks Road Improvements, PROJECT 449**.

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 \$310,900.50 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 and that the Contractor shall complete said work within 120 consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

OWNER and Contractor recognize time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 12 of the General Conditions. OWNER and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay OWNER Five Hundred dollars (\$ 500) each consecutive calendar day of each section that expires following the time specified above for completion of the work.

Liquidated damages will be waived for any one period of time covered by a time extension granted by the OWNER.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the OWNER by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the OWNER.

The OWNER shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF ROLLA, MISSOURI, FOR THE PURPOSE OF UPDATING THE ADMINISTRATIVE SEARCH WARRANT PROCESS.

WHEREAS, the City has determined that it is in the best interest of the City and its residents, to update its current Code by amending various sections of Chapter 28, Article II.

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

SECTION ONE: That Chapter 28 of the City Code is hereby amended by adding five new sections, to read as follows:

Section 28-13: Administrative Search Warrant, Defined – Who May Execute.

- A. An administrative search warrant is a written order of the judge of the City of Rolla Municipal Division of the Circuit Court of Phelps County, Missouri, commanding the search or inspection of any property, place or thing, and the seizure, photographing, copying or recording of property or physical conditions found thereon ~~or therein~~, to determine or prove the existence of violations of specific provisions contained within the Code, to permit abatement of nuisances, and enforcement of violations of said Code provisions and the International Property Maintenance Code, as adopted.
- B. The Judge of the City Municipal division of the County Circuit Court having original and exclusive jurisdiction to determine violations against the ordinances of municipality may issue an administrative search warrant when:
 - 1. The property or place to be searched or inspected or the thing to be seized is located within the City at the time of the making of the application.
- C. Any such warrant shall be directed to the Chief of Police or any other Police Officer, Code Enforcement Officer or Building Inspector of the City (with consent of the Community Development Director), and shall be executed by authorized City personnel within the City limits and not elsewhere.

Section 28-14: Who May Apply For Warrant – Contents of Application.

- ~~A. Any Police Officer, Code Enforcement Officer, prosecuting attorney or any other attorney of the City may make application to the Municipal Judge for the issuance of an administrative search warrant to enter upon the exterior of any property. City Council shall authorize the application of an administrative search warrant within a building or structure.~~
- B. The application shall:

1. Be in writing;
 2. State the time and date of the making of the application;
 3. Identify the property or places to be entered, searched, inspected or seized in sufficient detail and particularity that the Police Officer, Code Enforcement Officer, or other authorized person executing the warrant can readily ascertain it;
 4. Identify the City Code violation in sufficient detail and particularity that the Police Officer, Code enforcement Officer, or other authorized person executing the warrant can readily ascertain it;
 5. State that the owner or occupant of the property or places to be entered, searched, inspected or seized has been requested by an appropriate officer of the city to allow such action and has refused to allow such action;
 6. State facts sufficient to show probable cause for the issuance of a search warrant, as provided in this Chapter, to:
 - i. Search or inspect for violations of an ordinance or code section specified in the application; or
 - ii. Show that entry or seizure is authorized and necessary to enforce an ordinance or code section specified in the application and that any required due process has been afforded prior to the entry or seizure.
 7. Be verified by the signed oath or affirmation of the application; and
 8. Be filed in the municipal court.
- C. The application may be supplemented, in writing, as necessary to assist the Municipal Judge in determining whether there is probable cause for the issuance of a search warrant and in filling out any deficiencies in the description of the property or place to be searched or in the Code violation(s) on the property. Oral testimony shall not be considered.

Section 28-15: Hearing and Procedure.

- A. The Municipal Judge shall hold a non-adversary ex-parte hearing to determine whether probable cause exists to inspect of search for violations of any City ordinance or Code section, or to enforce any such ordinance or Code section, including the abatement of violations and the seizure of property related thereto.
- B. The Municipal Judge shall determine whether the action to be taken by the City is reasonable in light of the facts stated. The Municipal Judge shall consider the goals of the

ordinance or Code section sought to be enforced and such other factors as may be appropriate, including but not limited to, the physical condition of the specified property, the age and nature of the property, the condition of the area in which the property is located, the known violation of any relevant City ordinance or Code section and the passage of time since the property's last inspection. The standard for issuing a warrant need not be limited to actual knowledge of an existing violation of a City ordinance or Code section.

- C. If it appears from the application and any supporting affidavit that there is probable cause to inspect or search for violations of any City ordinance or Code section, or to enforce any such ordinance or Code section, a search warrant shall immediately be issued.
- D. The warrant shall issue in the form of an original and two (2) copies, and the application, any supporting affidavit and copy of the warrant as issued shall be retained in the records of the Municipal Court.

Section 28-16: Contents of Search Warrant.

A. The search warrant shall:

1. Be in writing and in the name of the City of Rolla, Missouri;
2. Be directed to any police officer, Code enforcement Officer, or Building Inspector in the City of Rolla, Missouri;
3. State the time and date the warrant was issued;
4. Identify the property or places to be searched, inspected, or entered upon in sufficient detail and particularly that the Police Officer, Code Enforcement Officer, or other authorized person executing the warrant can readily ascertain it;
5. Identify the Code violation in sufficient detail and particularity such that the Police Officer, Code Enforcement Officer, or other authorized person executing the warrant can readily ascertain it;
6. Command that the described property or places to be searched or entered upon, and that any evidence of any City ordinance violations found therein or thereon, or any property seized pursuant thereto, or a description of such property seized, be returned, within ten (10) days after filing of the application, to the Municipal Judge who issued the warrant, to be dealt with according to law;
7. Be signed by the Municipal Judge or Acting Municipal Judge, with his/her office indicated; and
8. Be executed between the hours of 8:00 AM and 5:00 PM except in the case of an emergency threatening immediate danger or harm to life or property.

Section 28-17: Execution and Return.

- A. A search warrant issued under this ordinance shall be executed only by the Chief of Police, other Police Officer, or Code Enforcement Officer, however, that one or more designated City officials may accompany the officer, and the warrant shall be executed in the following manner:
1. The warrant shall be executed by conducting the search, inspection, entry or seizure as commanded and shall be executed as soon as practicable and in a reasonable manner;
 2. The officer shall give the owner or occupant of the property searched, inspected or entered upon a copy of the warrant;
 - i. If any property is seized incident to the search, the officer shall give the person from whose possession it is taken, if the person is present, an itemized receipt for the property taken. If no such person is present, the officer shall leave the receipt at the site of the search in a conspicuous place;
 - ii. A copy of the itemized receipt of any property taken shall be delivered to an attorney for the City within two (2) working days of the search;
 - iii. The disposition of property seized pursuant to a search warrant under this Section shall be in accordance with an applicable City ordinance or Code section, but in the absence of same, then with Section 542.301 of the Revised Statutes of Missouri;
 3. The officer may summon as many persons as he/she deems necessary to assist him/her in executing the warrant, and such persons shall not be held liable as a result of any illegality of the search and seizure;
 4. An officer making a search pursuant to an invalid warrant, the invalidity of which is not apparent on its face, may use such force as he would be justified in using if the warrant were valid.
- B. A search warrant shall expire if it is not executed, and the required return made within ten (10) days after the date of making the application.
- C. After execution of the search warrant, the warrant, with a return thereon signed by the officer making the search, shall be delivered to the Municipal Court, and:

1. The return shall show the date and manner of execution and the name of the possessor and of the owner, when not the same person, if known, of the property or places searched or seized;
2. The return shall be accompanied by any photographs, copies, or recordings made, and by any property seized, along with a copy of the itemized receipt of such property required by this Section; provided, however, that seized property may be disposed of as provided herein, and in such a case a description of the property seized shall accompany the return.
3. The Court Clerk, upon request, shall deliver a copy of the return, to the possessor and the owner, when not the same person, of the property searched or seized.

Section 28-18: Warrant Invalid, When.

A. A search warrant shall be deemed invalid:

1. If it was not issued by the Municipal Judge or Acting Municipal Judge;
2. If it was issued without a written application having been filed and verified;
3. If it was issued without sufficient probable cause in light of the goals of the ordinance to be enforced and such other factors as provided in this Chapter;
4. If it was not issued with respect to property or places within the City of Rolla;
5. If it does not describe the property or places to be searched, inspected, entered upon or seized with sufficient certainty;
6. If it is not signed by the Judge who issued it;
7. If it was not executed and the required return made within ten (10) days after the date of the making of the application.

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

SECTION THREE: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

SECTION FOUR: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

SECTION FIVE: That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 7th DAY OF OCTOBER, 2024

APPROVED:

Mayor

ATTEST

City Clerk

Approved as to Form:

City Counselor

Lance B Thurman

Shareholder

Mr. Thurman ("Lance") was born in Illinois, but grew up in Paris, a small town in northeastern Missouri. He moved to Rolla in December of 2002 and worked at the Phelps County Prosecuting Attorney's Office as an assistant prosecutor until 2007. He then joined Williams Robinson Wiggins PC, focusing his practice on criminal defense and municipal law.

Lance has served as an attorney for numerous cities and political subdivisions in Phelps, Crawford, Texas, and Pulaski Counties. He has represented hundreds of defendants in a number of areas including cases involving charges of murder, assault, arson, robbery, stealing, drug trafficking, drug possession, driving while intoxicated, and traffic offenses. Lance has served as an adjunct professor at Drury University for Criminal Justice and Government. He has been an instructor to law enforcement agencies, lecturing on search and seizure and DWI topics, and has been a speaker on DWI defense issues for the Missouri Association of Criminal Defense Attorneys.

A former college athlete, Lance still enjoys sports including, golf, shooting, and watching the Dallas Cowboys and the St. Louis Cardinals. He and his wife Korin have three children.

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WHEREAS: *Small Business Saturday is a nationwide campaign to cultivate business for small merchants on the Saturday after Thanksgiving. Small Business Saturday will stimulate economic growth for merchants in our community; and*

WHEREAS: *according to the United States Small Business Administration, there are currently 34.7 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, and are responsible for 63 percent of net new jobs created over the past 20 years; and*

WHEREAS: *small businesses employ 45.9 percent of the employees in the private sector in the United States and small businesses form the backbone of our local economy, generating jobs and improving the quality of life for citizens; and*

WHEREAS: *Rolla, Missouri issued a total of 1,331 business licenses in 2025 including 693 businesses physically located inside the city limits. These businesses provide a reported 1,865 private sector jobs. The City of Rolla supports the efforts of local small businesses and recognizes the critical role they play in our community.*

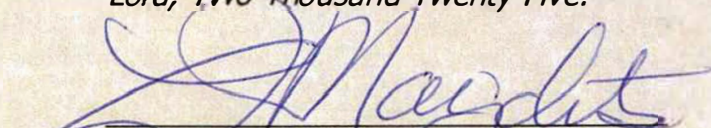
NOW, THEREFORE, *I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim Saturday, November 29th, 2025 as*

"SMALL BUSINESS SATURDAY"

In the City of Rolla, Missouri, and I encourage all residents to recognize and support small businesses within our community by shopping at these establishments as a way to boost the local economy and strengthen our small business community.



IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 17th Day of November In the Year of Our Lord, Two-Thousand Twenty Five.*


Mayor, Louis J. Magdits IV

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**CITY OF ROLLA
CANDIDATE FILING INFORMATION
FOR THE APRIL 7, 2026, GENERAL MUNICIPAL ELECTION**

Public notice is hereby given that the first day of candidate filing for the April 7, 2026, General Municipal Election is 8 am, Tuesday, December 9, 2025 and the last day of candidate filing is 5 pm, Tuesday, December 30th, 2025 in the City Clerk's Office, 901 North Elm Street, 3rd Floor of the City Hall, for the purpose of electing the following City officials:

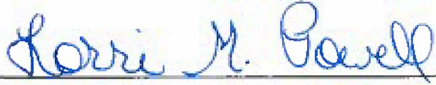
- Municipal Judge: Two-year term.
- City Attorney (City Prosecuting Attorney): Two-year term.
- Council Representatives: Wards I, II, III, IV, V, and VI. One to be elected to each Ward for two-year terms.
- Mayor: Four-year term.

Candidates will be required to present a current government issued picture ID such as a Missouri driver's license or Passport.

Notice: The office of the City Clerk will be closed on Saturdays and Sundays and those days designated as a City Holiday (December 24th – Closed at noon & December 25th – Closed all day) as well as December 26th. The office will be closed for lunch from 12:00 pm-1:00 pm.

Given under my hand and the Seal of said City this 30th day of December, 2025.





Lorri M. Powell
Rolla City Clerk

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