

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](https://www.youtube.com/@City_of_Rolla/streams)

**COUNCIL PRAYER**

Ministerial Alliance

**AGENDA OF THE ROLLA CITY COUNCIL**

**Monday, January 6, 2025; 6:30 P.M.**

**City Hall Council Chambers**

**901 North Elm Street**

**PRESIDING: Mayor Louis J. Magdits IV**

**COUNCIL ROLL: JOSHUA VROMAN, MATTIAS PENNER, MEGAN JOHNSON, NATHAN CHIRBAN, STEVE JACKSON, MATTHEW FRIDLEY, WILLIAM HAHN, ROBERT KESSINGER, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH**

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**PLEDGE OF ALLEGIANCE**

Councilman Vroman

\*Moment of silence for the passing of Retired Communications Chief Paula Volkmer.

**I. CONSENT AGENDA –**

A. Consider Approval of the City Council Minutes of:

1. City Council Minutes – December 2nd, 2024
2. City Council Minutes – December 16th, 2024

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

- a) Building Codes monthly report – November 2024
- b) Environmental Services Department Monthly Report November 2024
- c) Police Department Monthly Report – November 2024
- d) Animal Control Division Report – November 2024
- e) Rolla Municipal Court summary – November 2024
- f) The Centre Income Statement ending November 2024
- g) P&Z Commission Minutes for December 10<sup>th</sup>, 2024
- h) Parks Advisory Minutes from November 25<sup>th</sup>, 2024

**III. PUBLIC HEARINGS – None**

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

January 6<sup>th</sup>, 2025

V. **OLD BUSINESS** –

- A. **Ordinance** to approve the annexation and assignment of zoning to a portion of 13063 Old Wire Outer Rd into the corporate limits of the City of Rolla and assigning a zoning of C-2, General Commercial. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** to approve the vacation of alleys in Cowan’s Addition to city of Rolla generally bounded by Hwy 72, Spilman Ave, Walker Ave, and Strobach Street. (City Planner Tom Coots) **Final Reading**
- C. **Ordinance** to approve the vacation of alleys in Cowan’s Addition to City of Rolla generally bounded by Black Street, Spilman Ave, Walker Ave, and the railroad ROW. (City Planner Tom Coots) **Final Reading**
- D. **Ordinance** to approve text amendment to Section 42.313 General Requirements (Parking). (City Planner Tom Coots) **Final Reading**

VI. **NEW BUSINESS** –

- A. **Discussion** on Ordinance declaring Rolla as a “Sanctuary City for the Unborn”. (City Administrator John Butz)
- B. **Resolution** to enter into an agreement with Revize for Website Services. (City Administrator John Butz) **Motion**
- C. **Motion** to award a design contract to the Lochmueller Group Inc. and **Ordinance** to enter in agreement same for design and right-of-way plans for a roundabout at 18th /Bardsley/Old St. James Road. (Public Works Director Darin Pryor) **Motion and First Reading**
- D. **Resolution** to approve the addition of Public Safety Employees (Dispatchers) under LAGERS. (City Administrator John Butz) **Motion**

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

- A. **Motion** to accept proposal from Davenport/LAMA for permitting software and Resolution to enter into agreement with same. (Community Development Director Dawn Bell) **Motion**
- B. **Motion** to award bid to Public Safety Upfitters to equip five police vehicles. (Police Chief Sean Fagan)

VIII. **CITIZEN COMMUNICATION**

IX. **MAYOR/CITY COUNCIL COMMENTS**

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

- A. Next Meeting Date, **Tuesday**, January 21st, 2025

XI. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021, (2) Real Estate; (1) Legal; (3) Personnel

XII. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES**  
**MONDAY, DECEMBER 2nd, 2024; 5:30 P.M.**  
**ROLLA CITY HALL COUNCIL CHAMBERS**  
**901 NORTH ELM STREET**

**Presiding:** Mayor Pro-Tempore Matt Fridley

**Council Members in Physical Attendance:** Mattias Penner, Joshua Vroman, Megan Johnson, Nathan Chirban, Steve Jackson, Matt Fridley, William Hahn, Kevin Greven, Rob Kessinger, Victoria Steen and Tina Balch

**Council Members Absent:** Stanley Mayberry (resigned 09/03/24) and Keven Greven

**Department Directors and Other City Officials in Physical Attendance:** Public Works Director Darin Pryor, Fire Chief Jeff Breen, Police Chief Sean Fagan, Parks Director Floyd Jernigan, Comm. Dev. Director Dawn Bell, City Planner Tom Coots, and City Counselor Nathan Nickolaus.

City Counselor Nathan Nickolaus began by informing Council that neither Mayor Magdits or Mayor Pro-Tempore Kevin Greven were available for that night's meeting and that a replacement would have to be appointed by Council. A motion was made by Johnson and seconded by Vroman to appoint Chirban as Mayor Pro-Tempore for the night. Councilman Chirban asked if anyone else would like to do it. Councilman Fridley volunteered and said he would. Chirban then rejected his nomination and made a motion, seconded by Kessinger, to appoint Matt Fridley as the night's Mayor Pro-Tempore. A voice vote showed 10 Ayes, 0 Nays, 1 Absent (Greven).

Mayor Pro-Tempore Matt Fridley called the meeting to order at approximately 5:30 p.m. and asked Councilwoman Steen to lead in the Pledge of Allegiance.

Note: Councilman Hahn entered at 5:35 PM.

**SPECIAL PUBLIC HEARING –**

- A. **Special Public Hearing:** Discussion on draft ordinance amending Ch. 42 and Ch. 20 of the Rolla City Code pertaining to the regulation of overnight shelters, soup kitchens and transitional living, and the granting of an exception to The Mission to continue operations at 708 N. Main St.

Mayor Pro-Tempore Matt Fridley opened the public hearing at 5:41 PM.

9 letters/emails received from citizens were submitted for record from Cynthia Hobart, Wayne Langston, Gayle Bodenhamer, Susan Wrasmann, Ryan Feeler, Leslie Bearden, Patti Fleck, Lynne Reed, and Jessica Barron.

There were 19 speakers with various views supporting and opposing the proposed text amendment/exception to both Chapter 42 and Chapter 20.

1. Jody Eberly – City resident and Mission volunteer: Stated the solution is to connect the homeless to organizations and agencies to ensure they are successful. This is what the Mission does. She asked Council to vote yes to the exception.
2. Dorene Sutton-Business Owner on Pine Street: Stated that as a 2-year business owner on Pine Street, she has not witnessed issues from her store window; removing the Mission will not remove the homeless.
3. Donna Clark – City resident: Encouraged love for God and your neighbor.

4. Ryan Feeler – In 13 years of working downtown, he has never had a negative experience; Rolla needs the services the Mission Provides.
5. David Dukes: Spoke on the importance of unity in the community.
6. Lonna Sowers – On behalf of the RDBA shared multiple incidents and crimes against local downtown businesses and stressed concern on behalf of individuals investing private funds to revitalize the downtown.
7. Mike Ren: Stressed that not all downtown crime can be blamed on the homeless and was in favor of the amendment.
8. Rev. Lindy Harwich: Spoke in favor of the proposed exception for The Mission and shared positive personal experiences.
9. Michelle Wilson: Spoke in favor of The Mission and shared positive experiences.
10. Dale Wands: Cautioned that allowing an exemption for one person or entity that isn't up to code will cause issues later.
11. Patrick Wilson – Spoke on the benefits of collaboration and expressed support for the proposed exemption.
12. Lynne Reed – Encouraged Council to tour The Mission because the services provided are beyond what most people realize.
13. Jessica Barron – Business on 6<sup>th</sup> Street: Spoke in support of The Mission and shared statistics of services provided by The Mission.
14. Bill Priesmeyer – Business owner and Volunteer at the Mission: Recapped the 2019 proposal by The Mission to move and build in another location and encouraged an energy of collaboration.
15. Bryce Crowley – Downtown Business Owner and Legal Counsel for The Mission: Clarified certain points throughout the process of the overnight shelter ordinance and that the Mission is up to Fire Code.
16. Zephyrine Mitbrandt – Spoke in favor of the Mission
17. Marsha Ray – 4-year overnight volunteer with the Mission; has never had any issues or felt unsafe.
18. Matt Hulme – Current resident of the Mission; Shared his personal testimony of how the Mission is helping him recover, heal, and become self-reliant.
19. Elaine Grover – Stated the unfairness for one entity to negatively impact another and that the Mission should feel a responsibility to protect surrounding neighbors from adverse impacts.
20. Lonna Sowers – (Was offered another 3 minutes since she was representing multiple businesses): Reiterated that the RDBA isn't opposed to the good works of The Mission; Downtown business owners are battling costly destruction of property, threats, harassment, and hazardous and unsanitary waste.

With no other speakers, at 6:50 PM, Mayor Pro-Tempore Matt closed the hearing.

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## **I. CONSENT AGENDA –**

### **A. Consider Approval of the City Council Minutes of:**

1. City Council Minutes – November 4th, 2024
2. City Council Closed Session Minutes – November 4th, 2024
3. City Council Minutes – November 18<sup>th</sup>, 2024

A motion was made by Jackson and seconded by Johnson to approve the minutes. A voice vote showed 10 Ayes, 0 Nays, 1 Absent.

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

- a) Building Codes monthly report – October 2024
- b) Environmental Services Department Monthly Report October 2024
- c) Police Department Monthly Report – October 2024
- d) Animal Control Division Report – October 2024
- e) Rolla Municipal Court summary – October 2024
- f) The Centre Income Statement ending October 2024
- g) City of Rolla Financials ending October 31st, 2024
- h) P&Z Commission Minutes for November 12th, 2024
- i) Park Advisory Commission Meeting Minutes for October 7, 2024

Councilman Hahn asked what steps were being taken to improve Centre memberships as far as new programs or retention offers. City Administrator John Butz stated there would be a report on this topic on the next agenda as stipulated by Council in the adoption of the FY 2025 budget which appropriated 25% of the budget for the Centre.

## **III. PUBLIC HEARINGS –** None

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

## **V. OLD BUSINESS –**

- A. **Ordinance** for the rezoning of property located at the northeast corner of Richard Drive and Redbud Lane from R-1, Suburban Residential to the R-2, One and Two-family Residential District. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the ordinance for its first reading; by title: Ordinance 4831: AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF RICHARD DRIVE AND REDBUD LANE FROM THE R-1, SUBURBAN RESIDENTIAL DISTRICT TO THE R-2, ONE AND TWO-FAMILY RESIDENTIAL DISTRICT. A motion was made by Chirban, seconded by Johnson, to approve the ordinance. A roll call vote showed: Ayes: Balch, Chirban, Vroman, Steen, Kessinger, Jackson, Hahn, Johnson, Fridley, and Penner, Nays: none. Absent: Greven.
- B. **Ordinance** for the Vacation of Lakeview Drive north of 12<sup>th</sup> Street adjacent to 205 E. 12<sup>th</sup> Street. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the ordinance for its first reading; by title: Ordinance 4832: AN ORDINANCE APPROVING THE VACATION OF LAKEVIEW DRIVE IN LAKEVIEW ADDITION. A motion was made by Chirban, seconded by Jackson, to approve the ordinance. A roll call vote showed: Ayes: Johnson, Fridley, Steen, Vroman, Penner, Chirban, Balch, Kessinger, Jackson, and Hahn. Nays: none. Absent: Greven.

- C. **Ordinance** for the Vacation of a portion of the right-of-way of Pine Street south of 1<sup>st</sup> Street. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the ordinance for its first reading; by title: Ordinance 4833: AN ORDINANCE APPROVING THE VACATION OF A PORTION OF THE RIGHT-OF-WAY OF PINE STREET IN RE-SUBDIVISION OF OLD TOWNE PLACE. A motion was made by Johnson, seconded by Penner, to approve the ordinance. A roll call vote showed: Ayes: Hahn, Chirban, Vroman, Steen, Kessinger, Penner, Balch, Johnson, Fridley, and Jackson. Nays: none. Absent: Greven.
- D. **Ordinance** to enter into agreement with Bloomsdale Excavating Co. for Project #560-Hypoint Force Main Improvements. (PW Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its first reading; by title: Ordinance 4834: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE BLOOMSDALE EXCAVATING CO., INC. A motion was made by Jackson, seconded by Johnson, to approve the ordinance. A roll call vote showed: Ayes: Vroman, Jackson, Steen, Penner, Chirban, Fridley, Johnson, Kessinger, Hahn, and Balch. Nays: none. Absent: Greven.

## VI. **NEW BUSINESS** –

- A. **Ordinance** to amend both Chapter 42 and Chapter 20 of the Rolla City Code pertaining to overnight shelters and soup kitchens and allowing an exception for existing facilities (The Mission)

- City Administrator John Butz briefly reviewed the proposed revisions for Council.

City Counselor Nathan Nickolaus read the ordinance for its first reading: AN ORDINANCE AMENDING CHAPTER 20, “HOUSING” OF THE ORDINANCES OF THE CITY OF ROLLA, MISSOURI TO ESTABLISH ARTICLE III, SHELTERS; AND AMENDING CHAPTER 42, “PLANNING AND ZONING”, ARTICLE II, ZONING DISTRICTS; ARTICLE IV, SPECIAL REGULATIONS; AND ARTICLE VII, APPENDIX REGARDING OVERNIGHT SHELTER, SOUP KITCHENS, AND TRANSITIONAL HOUSING USES.

- The question was raised as to the legality of writing an exception into an ordinance in which City Counselor Nickolaus reiterated that that it could legally be done.
- When suggested that The Mission apply for an exception through the use of a PUD or CUP, City Counselor Nickolaus replied that they could apply for a CUP to remain where they are or a PUD to move somewhere else but that there wasn’t a CUP to combine both overnight shelters and soup kitchen.
- When hypothetically asked about the “day after” if the exception isn’t granted, City Counselor Nickolaus stated that if there isn’t some sort of an exception to give The Mission a path forward, the City could pursue enforcement action to close The Mission which likely would be challenged in court. The issue of “grand fathering” of services would ultimately be settled in court.
- City Counselor Nickolaus explained that if Council desired the right of The Mission to exist, then an exception would need to be granted or the regulations amended. What is being proposed is a narrow exception that would apply just to them.
- Fire Chief Breen stated that The Mission was currently up to code as inspected for “Assembly”. If The Mission wants beds, then they would need to have fire suppression as “Residential” under current building and fire codes..

A motion was made by Chirban, seconded by Vroman to amend 42-209 F (3) from 5-years to 3-years. A voice vote showed 9 Ayes, 1 Nay (Johnson), 1 Absent.

A motion was made by Hahn, seconded by Balk to copy amended verbiage from 42-209 F(3) and place into 20.022 (f). A voice vote showed 9 Ayes, 1 Nay (Johnson), 1 Absent.

- The question was asked what the City can do regarding the homeless who are not receiving services from The Mission. City Counselor Nickolaus said that homeless encampments can be cited and removed by the property owner, and more arrests and enforcement could be done. The video showed earlier was homeless encampments, not patrons of The Mission.

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

- A. **Motion** to award bid to Insituform Technologies USA for Project #580 – Bullman Storm Sewer Rehab and **Ordinance** to enter into agreement with same. (Public Works Director Darin Pryor) A motion was made by Johnson, seconded by Kessinger, to award the bid to Insituform Technologies USA, LLC for \$530,264.86. Funding has received ARPA funding from MoDNR at a 70/30 match for this project. A voice vote showed 10 Ayes, 0 Nays, 1 Absent. City Counselor Nathan Nickolaus read the ordinance for its first reading: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC.
- B. **Resolution** to renew Contract for Service for Tourism Promotion with Rolla Chamber of Commerce. (City Administrator John Butz) City Administrator said this was for a 5-year term, the addition of 2 sitting members of Council (appointed by Council) to the Chambers Destination Grant Committee as well as the funding of a Capital Maintenance Escrow account to build up to \$150K (\$20K a year) to maintain the City Buildings. This amount can be re-evaluated in 5 years. City Counselor Nathan Nickolaus read the resolution for one reading; by title: RESOLUTION 2049: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT FOR SERVICE BETWEEN THE ROLLA AREA CHAMBER OF COMMERCE AND THE CITY OF ROLLA, MISSOURI FOR TOURISM/PROMOTION. A motion was made by Vroman, seconded by Jackson, to approve the resolution. A voice vote showed 10 Ayes, 0 Nays, 1 Absent. Council nominations to the Chamber Destination Grant Committee will be considered at the December 16<sup>th</sup> meeting.
- C. **Resolution** to renew Leasing agreement for City-owned Forest Service Property to Rolla Chamber of Commerce. (City Administrator John Butz) City Administrator John Butz shared that the 20-year payments of \$25,550 to purchase the Forestry Service property will end in 2026. City Counselor Nathan Nickolaus read the resolution for one reading; by title: RESOLUTION 2050: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI THE CHAMBER LEASE-Forest Service Property by and between the City of Rolla, Missouri and the Rolla Area Chamber of Commerce. A motion was made by Vroman, seconded by Penner, to approve the resolution. A voice vote showed 10 Ayes, 0 Nays, 1 Absent.

- D. **Resolution** to renew Fiscal Agent Agreement with the Rolla Chamber of Commerce (Tourism). (City Administrator John Butz) City Administrator John Butz shared that the City Finance Department is responsible for collecting the Lodging Tax whereas 10% is retained by the City (2% for billing and collection services and 8% for tourism related activities). The City will prepare and submit annually to the Chamber a statement of all such tourism expenses by January 31<sup>st</sup>. City Counselor Nathan Nickolaus read the resolution for one reading; by title: RESOLUTION 2051: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI THE FISCAL AGENT AGREEMENT BETWEEN THE CITY OF ROLLA AND THE ROLLA AREA CHAMBER OF COMMERCE. A motion was made by Johnson, seconded by Balch, to approve the resolution. A voice vote showed: 10 Ayes, 0 Nays, 1 Absent.

#### VIII. **CITIZEN COMMUNICATION**

- A. David Dukes: Every Friday they serve over 100 meals to the homeless who are not in The Mission and neither he or his wife have had any issues.
- B. Joann Stiritz: Stressed that living as a neighbor to The Mission has been traumatizing.
- C. Patti Fleck: Stated that she wanted to know more from police/fire about what happens after the calls are made to address crimes by the homeless.
- D. Dale Wands: Asked if Council was doing what was right for the City or The Mission.

#### IX. **MAYOR/CITY COUNCIL COMMENTS**

- A. Mayor Pro-Tempore Fridley shared details of the upcoming Christmas parade and Chirstkindle Markt.
1. Lichternacht, December 6<sup>th</sup> 5:30 PM – 9:00 PM with the Tree Lighting at 7:15 PM
  2. Christmas parade on December 7<sup>th</sup> at 10:00 AM.
  3. Christkindle Markt, December 7<sup>th</sup> from 11:30 AM – 6:00 PM
- B. Councilwoman Johnson shared the Optimist Christmas Tree Lot was open on the Kroger lot.
- C. Councilman Vroman asked if nuisance laws could be enforced on businesses.

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

- A. Next Meeting Date, Monday, December 16<sup>th</sup>, 2024
- B. Christmas Train – December 12<sup>th</sup>-14<sup>th</sup> 6:00 PM – 8:30 PM  
Mayor Pro-Tempore shared the details of the Christmas Train and City Administrator John Butz asked for Volunteers on behalf of the Park's Dept.
- C. Mayor Pro-Tempore Fridley shared that candidate filing for the April 8<sup>th</sup>, 2025 General Municipal Election, opens Tuesday, December 10<sup>th</sup>, 2024 at 8:00 AM and closes on Tuesday, December 31<sup>st</sup>, 2024 at 5:00 PM.
- D. Community Development Director Dawn Bell shared that a Rolla Comprehensive Plan Community Input Meeting would be held at The Centre on December 9<sup>th</sup> at 5:30 PM.
- E. City Administrator John Butz shared that Richard Skaggs, a 43-year employee of the City of Rolla had passed away over the Thanksgiving weekend.

XI. **CLOSED SESSION** –

A. Closed Session per RSMo 610.021, NONE

XII. **ADJOURNMENT** -

With nothing further to discuss, At 9:00 PM a motion was made by Johnson, seconded by Vroman, to adjourn. A voice vote showed 10 Ayes, 0 Nays, 1 Absent.

Minutes respectfully submitted by City Clerk Lorri Powell.

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CITY CLERK

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MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES  
MONDAY, DECEMBER 16th, 2024; 6:30 P.M.  
ROLLA CITY HALL COUNCIL CHAMBERS  
901 NORTH ELM STREET**

**Presiding:** Mayor Louis J. Magdits IV

**Council Members in Physical Attendance:** Mattias Penner, Joshua Vroman, Megan Johnson, Nathan Chirban, Steve Jackson, Matt Fridley, William Hahn, Kevin Greven, Rob Kessinger, Keven Greven, Victoria Steen and Tina Balch

**Council Members Absent:** Stanley Mayberry (resigned 09/03/24)

**Department Directors and Other City Officials in Physical Attendance:** Public Works Director Darin Pryor, Fire Chief Jeff Breen, Police Chief Sean Fagan, Parks Director Floyd Jernigan, Comm. Dev. Director Dawn Bell, City Planner Tom Coots, Finance Director Steffanie Rogers, Recreation Centre Interim Director Josh Stephens and City Counselor Nathan Nickolaus.

Mayor Magdits called the meeting to order at approximately 5:30 p.m. and asked Councilwoman Balch to lead in the Pledge of Allegiance.

**I. PUBLIC HEARINGS –**

- A. **Public Hearing and Ordinance** to approve the annexation to a portion of 13063 Old Wire Outer Rd into the corporate limits of the City of Rolla and assigning a zoning of C-2, General Commercial.

City Planner Tom Coots shared that the applicant was seeking to be voluntarily annexed into the city limits to have access to utilities and the property to be assigned C-2 to allow for the planned use of the property as a VA medical clinic. MO State Statutes require fire protection districts to be reimbursed for lost tax levy due to annexation. Rolla Rural Fire Protection District is seeking reimbursement for what is currently \$560 a year (\$1685 total over 5 years).

At 6:41, Mayor Magdits opened the public hearing.

J. Kent Robinson spoke as representative of the developer. He stated this private development would be a 20-year lease to the Federal Government for a 75,000 sq.ft. facility to service veterans. This project is fully funded with an expected completion day of mid-2027. The developer is willing to make a lump sum to the City of Rolla for the lost tax levy payment to Rolla Rural Fire Protection District.

At 6:45, Mayor Magdits closed the public hearing.

City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE ANNEXATION OF A PORTION OF 13063 OLD WIRE OUTER RD INTO THE CORPORATE LIMITS OF THE CITY OF ROLLA AND ASSIGNING ZONING OF SAID PROPERTY AS THE C-2, GENERAL COMMERCIAL DISTRICT.

Note: Items I.(B) and I.(C) were presented in reverse order as evident from hearing times.

- B. **Public Hearing and Ordinance** to approve the vacation of alleys in Cowan’s Addition to City of Rolla generally bounded by Hwy 72, Spilman Ave, Walker Ave, and Strobach Street.  
City Planner Tom Coots shared information about the proposed alley to be vacated (between Strobach Street and Hwy 72).  
At 6:58 Mayor Magdits opened the public hearing.  
An adjacent property owner on the right of the alley, wants to see the alley remain open.  
With no other citizen comments, the hearing was closed at 6:59.  
City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE APPROVING THE VACATION OF AN ALLEY IN COWAN’S ADDITION TO THE CITY OF ROLLA, GENERALLY BOUNDED BY BLACK STREET, SPILMAN AVENUE, WALKER AVENUE, AND THE RAILROAD ROW.
- C. **Public Hearing and Ordinance** to approve the vacation of alleys in Cowan’s Addition to City of Rolla generally bounded by Black Street, Spilman Ave, Walker Ave, and the railroad ROW. City Planner Tom Coots shared that the alley (between Black Street and the railroad) proposed for vacation is an unbuilt alley. Since the alley ends at the railroad, there is no likelihood that the alley will be needed for access in the future.  
At 6:48, Mayor Magdits opened the public hearing. There were no citizen comments, and the hearing was closed at 6:49. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE APPROVING THE VACATION OF AN ALLEY IN COWAN’S ADDITION TO THE CITY OF ROLLA, GENERALLY BOUNDED BY HWY 72, SPILMAN AVENUE, WALKER AVENUE, AND STROBACH STREET.
- D. **Public Hearing and Ordinance** to approve text amendment to Section 42.313 General Requirements (Parking).  
Community Development Director Dawn Bell shared that the proposed revisions were to provide better clarification on where parking is allowed for one and two-family uses, requiring a hard surface. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AMENDING CHAPTER 42, PLANNING AND ZONING, ARTICLE III GENERAL PROVISIONS, SECTION 42-313 GENERAL REQUIREMENTS PERTAINING TO PARKING.

## II. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. There were 4 speakers for the Fluoridation discussion split evenly with opposing views.
1. Information to consider removal of Fluoridation
    - a) Dr. Bill Osmunson DDS (via Zoom): Board of Directors for Fluoride Action Network.
    - b) Stuart Cooper (via Zoom): Executive Director of Fluoride Action Network.
  2. Information to consider retaining Fluoridation
    - a) Gwen Sullentrop (in person): Missouri DHSS, Community Water Fluoridation & Dental Sealant Coordinator
    - b) Dr. Elizabeth Lense DDS (via Zoom): MSHA, FAAOMP, Manager, Health Equity & Prevention programs at American Dental Association

### III. OLD BUSINESS –

- A. **Ordinance** to enter into agreement with Insituform Technologies USA for Project #580 – Bullman Storm Sewer Rehab and. (Public Works Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4835: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC. A motion was made by Kessinger and seconded by Chirban to approve the ordinance. A roll call vote showed: Ayes: Balch, Chirban, Greven, Vroman, Steen, Kessinger, Jackson, Hahn, Johnson, Fridley, and Penner. Nays: none. Absent: none
- B. **Ordinance** to amend both Chapter 42 and Chapter 20 of the Rolla City Code pertaining to overnight shelters and soup kitchens and allowing an exception for existing facilities (The Mission) (City Administrator John Butz) City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: ORDINANCE 4836: AN ORDINANCE AMENDING CHAPTER 20, “HOUSING” OF THE ORDINANCES OF THE CITY OF ROLLA, MISSOURI TO ESTABLISH ARTICLE III, SHELTERS; AND AMENDING CHAPTER 42, “PLANNING AND ZONING”, ARTICLE II, ZONING DISTRICTS; ARTICLE IV, SPECIAL REGULATIONS; AND ARTICLE VII, APPENDIX REGARDING OVERNIGHT SHELTER, SOUP KITCHENS, AND TRANSITIONAL HOUSING USES.

Note: The following is not intended to be exact quotes but summaries of key points that were said.

A motion was made by Hahn and seconded by Vroman, to accept the ordinance as written.

Councilwoman Johnson read a sampling of crimes against downtown business owners.

A motion was made by Chirban and seconded by Hahn, to amend sections 20.022 and 42.209 (duplicate verbiage), to add "only at that current location" to make it say, "Any facility that contains both an Overnight Shelter and a Soup Kitchen, which was in operation prior to January 1, 2024, shall be allowed to continue operation (only at their current location) in the C-1 District, the provisions of this Section not withstanding...". A roll call vote showed: Ayes: Steen, Vroman, Penner, Chirban, Balch, Greven, Kessinger, Jackson, and Hahn. Nays: Johnson and Fridley. Absent: None.

When asked again about the compliance of fire code by the Mission, Fire Chief Breen stated that the Mission was compliant as “assembly” (A classification type by the codes of IFC and IBC for the gathering of people). As “residential”, they are not and would need a sprinkler fire suppression system. If the proposed exception passes, it would treat The Mission as “residential” (R-1 in fire code).

Fire Chief Breen explained a “fire watch” can be used as a temporary contingency plan in the event that fire systems fail or are off-line for various purposes.

City Administrator John Butz reminded Council that Section 20.022 (k) addresses enforcement and compliance, stating, “The operator of an Overnight Shelter must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide thirty (30) days to bring the operation into compliance (unless a life-safety condition exists in which immediate action is required). If the operation fails to correct the deficiencies, the City Administrator is authorized to terminate the permit. The operator may appeal the termination to the Board of Adjustment.”



- A motion to amend was made by Johnson to remove the proposed zoning table
- When Hahn asked Johnson to clarify what sections and verbiage would change, Johnson recapped the June 11<sup>th</sup> recommendation from P&Z to Council to deny the proposed table changes and her desire to have the table reflect what it was at that time. Johnson restated her motion.
- Councilman Fridley asked if that would remove all the recommended changes in zoning districts in red on the table and Johnson said yes. Fridley seconded the motion.
- City Counselor Nathan Nickolaus stated that deleting the table didn't accomplish anything and that specific Sections (4-11) would have to be deleted, in which the table (a visual aid only) outlining the previous zoning sections would resolve itself and leave the zoning as it is now.
- Chirban (acting Council Rep for P&Z) clarified that P&Z didn't get the benefit of legal counsel and denied the changes with the idea that recommendations were already provided by P&Z once and it was Council's prerogative if further changes were made.
- City Administrator said that during that time, Council made changes up to the point of adoption and he was unsure that P&Z was engaged in the final version of zoning districts adopted in 2022.
- Johnson restated her motion and Fridley reiterated that he had seconded the motion.
- Jackson stated that Johnson's motion only removed the actual table from the Ordinance and did not change any of the sections.
- Johnson disagreed and said her intent was to take it back to the 2022 version.
- Fridley stated he too thought that was the intention.
- Chirban clarified with Counselor Nickolaus that passing Johnson's motion would go against Counsel's recommendation to have a permitted use in each zone. Nickolaus concurred.
- Johnson withdrew her motion and made a new motion to go back to the 2022 ordinance that was in place.
- Nathan Nickolaus said Johnson's motion was unclear and needed to be specific about what she wanted changed.
- Johnson said that she wanted anything in red removed from the table and to go back to what was currently in place.
- Fridley stated he couldn't second that because it wasn't clear and that if the vote didn't pass tonight that it essentially goes back to the 2022 version anyway.
- Mayor said it is easier to not vote on her motion because a "no" vote on the original motion essentially takes us back to a 2022 version.
- Johnson withdrew her motion.

A motion was made by Hahn and seconded by Chirban to add a stipulation to section 20.026 (Implementation) to direct city staff to implement processes, procedures, forms and all other mechanisms necessary to implement this ordinance in whole within 90 days of its passage. A roll call vote showed: Ayes: Vroman, Jackson, Steen, Greven, Penner, Chirban, Kessinger, Hahn, and Balch. Nays: Fridley and Johnson. Absent: None.

A motion was made by Chirban, seconded by Jackson, to amend Section 5 for overnight shelters to move R-3 from permitted to CUP. A roll call votes showed: Ayes: Chirban and Jackson. Nays: Fridley, Kessinger, Penner, Greven, Vroman, Steen, Balch, Johnson, and Hahn. Absent: none.

With no further motions or discussion, Council reverted back to the original motion by Hahn to accept as amended. A roll call vote showed: Ayes: Steen, Chirban, Penner, Vroman, Greven, Balch, and Hahn. Nays: Johnson, Kessinger, Jackson, and Fridley. Absent: none.

#### IV. NEW BUSINESS –

- A. **Discussion/Motion** regarding RFP for Opioid/Drug Prevention, Treatment and Abatement Strategies. (City Administrator John Butz) The City is set to receive \$20,000-\$25,000 from the Opioid settlement. To date, Rolla has received \$13,118 with very specific allowable uses spelled out in settlement documents. At Council's request, an RFP has been created proposing up to \$30,000 over a two-year period for contracted drug treatment or education services. Other options would be to merge the City settlement proceeds with the much more significant County program or to defer the proceeds to the State of Missouri. A motion was made by Fridley and seconded by Johnson to send out the RFP. A voice vote showed 11 Ayes, 0 Nays, 0 Absent.

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

- A. **Resolution** to enter into agreement with Image In, LLC for Video Production Services. (City Administrator John Butz) City Counselor Nathan Nickolaus read the resolution for one reading by title: RESOLUTION 2052: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT FOR VIDEO PRODUCTION SERVICES WITH IMAGE IN, LLC A motion was made by Kessinger and seconded by Steen to approve the Resolution. A voice vote showed 11 Ayes, 0 Nays, 0 Absent.
- B. **Motion** to approve the appropriation of the balance of the FY 2025 budget and **Motion** to issue the RFP for Physical Therapy Services. (City Administrator John Butz) A motion was made by Fridley and seconded by Kessinger to appropriate 50% more (making it 75% funded) of the budget with full Council review at the 1<sup>st</sup> meeting in April 2025.

Vroman made a motion to fully fund the Centre to the end of the year (as stated on the agenda). Motion failed from lack of second.

City Administrator recommended that if the first motion passed that it would be best to have the review at the 2<sup>nd</sup> meeting in April to reflect a full first quarter. Fridley amended his motion to reflect the review to be the 2<sup>nd</sup> meeting in April.

Further discussion was had about the possibility and process of closing the natatorium and repurposing the pool area. Administration indicated it would take significant time and expense to analyze engineering options to repurpose the natatorium.

Discussion was had about reverting The Center back to a recreation center over a medically integrated center. Mayor Magdits said that it could be done but that there would have to be an approved tax to keep it going.

Hahn asked for the motion to be read again. A motion was made by Fridley and seconded by Kessinger to appropriate 50% more (making it 75% funded) of the budget with full Council review at the 2<sup>nd</sup> meeting in April 2025.

A motion was made by Hahn and seconded by Balch to close debate on the topic and vote. Mayor Magdits said that wasn't necessary and that they would proceed with the vote

Back to the original motion by Fridley to appropriate 50% more of the budgeted funds for The Centre, A voice vote showed 10 Ayes, 1 Nay (Johnson), 0 Absent.

A motion was made by Hahn, seconded by Fridley to advertise the RFP for Physical Therapy services. A voice vote showed 11 Ayes, 0 Nays, 0 Absent.

- C. **Motion** to award website design and hosting services to Revize. City Administrator John Butz shared that RFP's were received to replace the City of Rolla's obsolete and outdated website. A motion was made by Jackson and seconded by Johnson to award the bid to Revize. A voice vote showed 11 Ayes, 0 Nays, 0 Absent.

#### VI. **CITIZEN COMMUNICATION**

- A. Dr. Jenny Pennycook OBGYN, shared concerns regarding any ordinance to regulate the reproductive rights of women.
- B. David Dukes – spoke on loopholes and the prosecution of crimes.
- C. Jerome Beck – Spoke on scapegoating
- D. Brian Westbrook shared that he had not heard from City Counselor Nathan Nickolaus as directed by Council. He disagreed with City Counselor Nickolaus's opinion that this could not be done and spoke with the Attorney General's office who said that the ordinance could be considered.
- E. Dominic Barceleau, Assistant Attorney General, shared that it was the Attorney General's opinion that State Law does not prohibit cities from regulating abortions in a way that is consistent with State and Federal law. He spoke specifically on RSMO 188.010 saying the AG's opinion is that this doesn't prohibit concurrent regulation by municipalities.
- F. Mark Lee Dixon responded to Mayor Magdits on his question on what the purpose and desired outcome of the proposed ordinance is. Mr. Dixon said it would require compliance with the Federal restrictions on abortion to stop abortion inducing drugs in pharmacies and is questioning the legality of Amendment 3.

#### VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. A motion was made by Vroman, seconded by Steen, to bring back the proposed ordinance Requiring Compliance with Federal Abortion laws at the January 6th, 2025 City Council meeting. A voice vote showed 9 Ayes, 2 Nays (Fridley and Hahn), and none Absent.
- B. Councilman Jackson stated it will take a coalition from the community to address the issue of homelessness in the area.
- C. Councilwoman Johnson made a motion, seconded by Steen, to continue the Fluoride discussion at the Tuesday, January 21<sup>st</sup>, 2025 council meeting. A voice vote showed 11 Ayes, 0 Nays, none absent.
- D. Councilman Vroman asked City Counselor Nickolaus if the gambling coin operated machines could be taxed. Counselor Nickolaus said they likely could be. City Administrator John Butz will verify with DOR if they are collecting sales tax on coin operated machines.

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

- A. Next Meeting Date, Monday, January 6th, 2025
- B. Candidate filing for the April 8<sup>th</sup>, 2025 General Municipal Election, remains open until Tuesday, December 31<sup>st</sup>, 2024 at 5:00 PM (sparing City approved holidays).

#### IX. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021, NONE

X. **ADJOURNMENT** -

With nothing further to discuss, on December 17<sup>th</sup>, 2024 at 12:11 AM the meeting was adjourned.

Minutes respectfully submitted by City Clerk Lorri Powell.

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CITY CLERK

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MAYOR

**Management Report**  
**FISCAL YEAR 2025**

**November 2024**

BUILDING PERMITS ISSUED	NOVEMBER FY 2025		NOVEMBER FY 2024		YTD FY 2025		YTD FY 2024		Δ CHANGE FY 24 - FY 25	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	29	\$ 1,034,306	50	\$ 5,014,833.00	60		86		-30.2%	
Electric, Plumbing, etc. Only	14	\$ -	25	\$ -	33	\$ -	47	\$ -	-29.8%	
Single Famil Detached	3	\$ 895,000	2	\$ 657,000	3	\$ 895,000	4	\$ 657,424	-25.0%	36.1%
Single Family Attached	-	\$ -	4	\$ 488,000	-	\$ -	4	\$ 488,000	-100.0%	-100.0%
Duplexes	-	\$ -	-	\$ -	1	\$ 130,000	1	\$ 300,000	0.0%	-56.7%
3-or-4 family	-	\$ -	-	\$ -	2	\$ 1,000,000	-	\$ -		
5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
Hotels, Motels	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Industrial	-	\$ -	1	\$ 300,000	-	\$ -	2	\$ 2,900,000	-100.0%	-100.0%
Parking garages	-	\$ -	2	\$ 170,000	-	\$ -	2	\$ 170,000	-100.0%	-100.0%
Service stations, repair garages	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Offices, banks, professional	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Public Works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Stores, customer	-	\$ -	-	\$ -	1	\$ 800,000	-	\$ -		
Towers, antennas	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Signs, attached and detached	3	\$ 9,740	4	\$ 26,900	4	\$ 14,140	9	\$ 45,800	-55.6%	-69.1%
Residential addition, remodel	6	\$ 87,566	5	\$ 67,600	11	\$ 220,566	7	\$ 124,600	57.1%	77.0%
Commercial addition, remodel	3	\$ 42,000	7	\$ 3,305,383	4	\$ 44,000	10	\$ 4,615,383	-60.0%	-99.0%
Residential garage, carport	-	\$ -	-	\$ -	1	\$ 35,000	-	\$ -		
Demolition, single family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, all other	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Total Residential Units	3	\$ 895,000.00	6	\$ 1,145,000.00	13	\$ 2,025,000	10	\$ 1,869,000	30.0%	8.3%
EST. CONSTRUCTION COSTS		\$ 1,034,306	-	\$ 5,014,883	-	\$ 3,138,706	-	\$ 9,724,783	#DIV/0!	-67.7%
Building Permit Fees		\$ 6,483.33	-	\$ 12,320	-	\$ 12,620	-	\$ 21,517	#DIV/0!	-41.4%
FEES		\$ 13,833.33	-	\$ 33,120	-	\$ 31,420	-	\$ 54,817	#DIV/0!	-42.7%

INSPECTIONS PERFORMED	NOVEMBER FY 2025		NOVEMBER FY 2024		YTD FY 2025		YTD FY 2024		FY FY 24 - FY 25	
Building Inspections	104		172		214		355		-40%	
Electrical Inspections	65		74		142		168		-15%	
Excavation Inspections	0		0		0		0		#DIV/0!	
Plumbing Inspections	36		56		97		124		-22%	
Mechanical Inspections	23		23		59		38		55%	
Code Inspections	125		231		293		511		-43%	
Nuisance Inspections	80		57		165		130		27%	
Business License Inspections	7		10		13		24		-46%	
TOTAL INSPECTIONS	440		623		983		1350		-27%	



# **NOVEMBER MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER**

(Based on Calendar Year)

<b>Material</b>	<b>Nov 2024</b>	<b>Oct 2024</b>	<b>Nov 2023</b>	<b>Year-to-Date 2024</b>	<b>Year-to-Date 2023</b>	<b>Yearly Total 2023</b>
Cardboard	109.9 ton	126.7 ton	108.0 ton	1,305.5 ton	1,314.2 ton	1,417.2 ton
Newspaper	17.4 ton	34.2 ton	18.1 ton	261.9 ton	333.3 ton	369.3 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	17.3 ton	20.0 ton	20.0 ton
Aluminum	2.3 ton	2.4 ton	0.0 ton	14.2 ton	11.5 ton	13.6 ton
Steel Cans/Scrap Metal	4.2 ton	3.3 ton	5.5 ton	39.5 ton	50.2 ton	53.7 ton
Plastic	0.0 ton	9.2 ton	0.0 ton	78.6 ton	86.6 ton	96.2 ton
Glass	26.4 ton	22.3 ton	0.0 ton	190.1 ton	205.8 ton	230.5 ton
Batteries	0.0 ton	.54 lbs ton	2.5 ton	0.9 ton	5.2 ton	5.2 ton
Electronic Waste	3.1 ton	6.1 ton	3.3 ton	36.7 ton	30.6 ton	32.5 ton
Household HW	0.0 ton	0.0 ton	1.1 ton	0.0 ton	4.8 ton	4.8 ton
<b>TOTAL</b>	<b>163.2 ton</b>	<b>204.2 ton</b>	<b>138.5 ton</b>	<b>1,944.5 ton</b>	<b>2,062.3 ton</b>	<b>2,243.1 ton</b>

## **SERVICES PROVIDED**

<b>Type of Service</b>	<b>Nov 2024</b>	<b>Oct 2024</b>	<b>Nov 2023</b>	<b>Year-to-Date 2024</b>	<b>Year-to-Date 2023</b>	<b>Yearly Total 2023</b>
Special Pick-ups	30	46	43	386	481	503
Paper Shredding	4.5 hours	5.0 hours	1.8 hours	57.5 hours	46.8 hours	53.3 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	76	117	85	1056	856	936

## **DISPOSAL TONNAGE**

(Sanitation Division)

<b>Material</b>	<b>Nov 2024</b>	<b>Oct 2024</b>	<b>Nov 2023</b>	<b>Year-to-Date 2024</b>	<b>Year-to-Date 2023</b>	<b>Yearly Total 2023</b>
Refuse	1,546.4 ton	1,530.9 ton	1,549.5 ton	17,593.5 ton	16,346.9 ton	17,755.4 ton





# Rolla Police Department Monthly Report

YTD 2024

## Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023 YTD	% Increase
Abandoned/Recovered Property	10	17	19	19	21	26	21	35	20	17	13		218	191	14.14%
Abandoned Vehicle	15	17	14	20	25	21	21	19	24	12	23		211	240	-12.08%
Accident - Fatality	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Accident - Injury	17	16	27	20	21	12	20	10	14	17	18		192	196	-2.04%
Accident - Leave The Scene	13	11	18	11	8	13	11	14	20	17	18		154	161	-4.35%
Accident - No Injury	54	46	36	41	47	30	37	38	41	56	42		468	413	13.32%
Accident - Private Property	23	17	19	29	27	17	12	18	27	24	29		242	232	4.31%
Accident - Road Blocked	4	8	5	3	7	4	5	6	11	6	7		66	53	24.53%
Adult Abuse	0	0	0	0	0	0	0	0	1	0	0		1	3	-66.67%
Alarm LE	98	58	56	75	30	64	50	40	62	64	90		687	757	-9.25%
Animal Bite/Attack	1	1	1	2	0	2	1	6	3	2	5		24	26	-7.69%
Animal Control	94	83	92	111	133	109	114	100	100	86	76		1,098	1,182	-7.11%
Arson	0	0	0	0	0	0	0	0	0	0	0		0	0	#DIV/0!
Assault	6	16	14	17	14	11	17	12	4	8	11		130	119	9.24%
Assist Agency Non-LEA	85	71	62	85	61	68	73	79	64	64	57		769	770	-0.13%
Assist Citizen	13	8	14	11	8	18	8	19	9	14	19		141	73	93.15%
Assist LEA	4	13	14	9	11	12	11	12	17	15	18		136	139	-2.16%
Assist Motorist	35	16	23	25	22	34	24	25	27	23	31		285	285	0.00%
Bomb Threat	0	0	1	0	0	0	0	0	0	1	0		2	1	100.00%
Building Lockout	1	0	1	1	0	0	1	0	2	1	1		8	13	-38.46%
Burglary	2	10	15	9	7	12	15	15	12	7	9		113	123	-8.13%
Business/Building Check	251	176	208	432	202	147	205	225	248	280	217		2,591	2,020	28.27%
Call for Police	35	40	59	77	50	61	73	84	97	50	53		679	544	24.82%
Check Well Being	96	93	94	87	110	134	144	139	130	130	97		1,254	1,297	-3.32%
Child Abuse	2	3	2	6	2	7	2	1	2	3	2		32	19	68.42%
Child Exploitation/Pornography	0	1	1	0	0	1	0	0	0	0	0		3	3	0.00%
Confidential Investigation	0	0	0	0	2	0	0	0	0	0	0		2	0	#DIV/0!
Conservation Violation	0	0	0	0	0	1	0	0	0	0	1		2	1	100.00%
Court	12	9	9	8	4	9	7	7	5	11	12		93	88	5.68%
Crossing Guard (Officer coverage)	4	7	1	4	3	6	0	0	4	0	0		29	39	-25.64%
CWB 911 Hangup	169	148	123	129	132	146	168	153	142	128	96		1,534	3,218	-52.33%
Death	2	1	1	1	1	0	1	0	1	0	2		10	5	100.00%
Destruction of Property	11	13	22	18	14	8	11	14	14	19	23		167	187	-10.70%
Disturbance-Fireworks	0	1	1	0	0	6	44	2	1	1	0		56	40	40.00%
Disturbance-Liquor	1	0	0	0	2	2	0	1	1	0	1		8	3	166.67%
Disturbance-Other	44	74	55	50	72	64	65	70	77	74	55		700	699	0.14%
Domestic Violence	37	34	27	50	44	43	34	45	37	30	40		421	431	-2.32%
Driving While Intoxicated	6	9	15	10	15	18	13	10	8	14	13		131	123	6.50%
Drown/Water Rescue	0	0	0	0	0	0	0	0	0	0	0		0	0	#DIV/0!
Drug Paraphernalia	5	5	5	7	6	9	8	4	6	6	4		65	110	-40.91%
Escape	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Escort - Bank	0	0	0	0	0	0	0	1	0	1	0		2	2	0.00%
Escort - Courtesy	8	9	4	6	2	8	1	6	5	7	9		65	89	-26.97%
Escort - Funeral	16	9	9	10	6	10	3	6	6	8	8		91	99	-8.08%
Exparte Violation	4	2	6	6	7	4	7	9	1	3	6		55	76	-27.63%
Field Interview	37	35	29	45	40	54	40	67	102	64	72		585	571	2.45%
Fight	0	3	4	0	0	4	5	6	9	2	1		34	52	-34.62%
Fingerprints	7	5	4	2	1	0	0	1	5	2	0		27	75	-64.00%
Follow-up	87	79	102	105	118	91	92	102	105	113	104		1,098	1,425	-22.95%
Foot Patrol	0	0	0	0	1	0	0	0	0	0	0		1	5	-80.00%
Forgery-Counterfeiting	1	3	3	1	0	1	4	3	2	4	1		23	36	-36.11%
Found Body	0	0	0	0	0	0	0	0	0	0	0		0	3	-100.00%
Fraud - Checks/Credit Card	13	19	28	23	29	19	18	45	17	18	21		250	223	12.11%
Harassment	18	23	22	24	30	31	25	30	24	32	29		288	232	24.14%
Identity Theft	1	3	4	2	0	0	2	3	4	0	0		19	32	-40.63%
Information Request	258	263	293	268	326	306	287	284	284	343	268		3,180	3,699	-14.03%
Intoxicated Person	4	6	8	1	7	2	2	8	3	1	8		50	84	-40.48%
Jail Incident	0	0	0	0	0	0	0	0	0	0	0		0	0	#DIV/0!
Juvenile Complaint	8	6	12	9	10	11	7	10	24	17	13		127	134	-5.22%
Keep the Peace/Standby	15	11	10	12	18	22	20	10	10	7	10		145	117	23.93%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023 YTD	% Increase
Kidnapping	0	0	1	0	0	0	0	2	0	0	1		4	3	33.33%
Leave without Pay	0	3	0	0	2	1	1	0	0	0	0		7	5	40.00%
Liquor Violation	0	0	1	0	0	0	0	0	0	0	0		1	1	0.00%
Littering/Dumping	1	2	3	4	5	2	4	3	8	7	4		43	28	53.57%
Loitering	7	5	0	6	4	4	4	8	16	8	9		71	46	54.35%
Lost or Stolen Property	9	11	12	5	7	7	9	9	13	10	12		104	91	14.29%
Loud Noise Complaint	20	21	38	41	20	16	14	10	26	40	26		272	295	-7.80%
Malicious Mischief	0	1	4	1	2	7	0	3	2	0	0		20	22	-9.09%
Mental Health	22	42	33	31	35	31	27	26	34	28	33		342	264	29.55%
Missing Person	10	4	6	7	4	4	6	10	9	5	7		72	73	-1.37%
Murder	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Narcotics Violation	14	17	15	12	19	10	10	24	23	13	8		165	186	-11.29%
Notification	0	0	0	0	0	0	0	0	0	0	3		3	0	#DIV/0!
Negotiation Callout	0	0	0	0	0	0	0	0	0	0	0		0	0	#DIV/0!
No Business License	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Open Door	6	5	7	8	0	2	5	6	3	11	4		57	57	0.00%
Other	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Overdose	10	6	5	4	7	5	5	4	7	4	3		60	87	-31.03%
Paper Service	27	22	28	15	20	13	18	17	23	19	23		225	217	3.69%
Prisoner Transport	1	4	2	2	1	2	3	1	1	1	1		19	18	5.56%
Property Damage-Non Criminal	0	0	1	6	4	5	0	1	1	1	1		20	11	81.82%
Prostitution	0	1	0	0	0	1	0	0	0	0	0		2	1	100.00%
Prowler	4	4	4	1	4	1	3	8	2	6	2		39	40	-2.50%
Public Indecency	1	4	5	2	1	0	3	0	2	0	0		18	28	-35.71%
Public Relations	5	8	9	3	6	4	14	22	31	34	14		150	97	54.64%
Pursuit	0	1	0	0	0	0	0	0	0	0	0		1	4	-75.00%
Rape/Sexual Assault	3	1	2	1	0	0	2	1	2	1	2		15	18	-16.67%
Robbery	0	0	0	0	0	2	0	1	0	0	1		4	3	33.33%
Runaway	5	13	4	12	3	9	6	9	6	11	10		88	97	-9.28%
Search Warrant	1	2	1	0	0	1	0	0	0	0	0		5	8	-37.50%
Vacation/Security Check	20	19	21	20	16	42	45	20	20	13	13		249	248	0.40%
Selective Enforcement	0	0	0	0	0	0	1	1	0	0	0		2	1	100.00%
Sewer Alarm	0	0	0	0	0	0	0	0	0	0	0		0	5	-100.00%
Sex Offenses	0	3	7	7	5	8	3	3	7	7	5		55	31	77.42%
Shots Fired	2	2	3	5	4	2	1	1	3	3	6		32	34	-5.88%
Soliciting	1	1	5	7	1	1	5	3	4	3	0		31	17	82.35%
Stabbing	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Stabbing or Shooting with Injury	0	0	1	0	1	0	1	1	1	1	0		6	3	100.00%
Stalking	1	1	1	1	0	5	1	1	1	2	1		15	14	7.14%
Stealing	47	57	72	60	62	80	57	60	58	48	53		654	794	-17.63%
Stolen Vehicle	9	8	11	9	11	15	4	12	10	5	7		101	94	7.45%
Suicide	0	0	0	0	0	0	0	0	0	0	1		1	1	0.00%
Suspicious Activity	60	69	70	85	89	72	59	98	110	76	75		863	926	-6.80%
Suspicious Package/Item	0	1	0	1	1	0	1	0	3	1	2		10	8	25.00%
SWAT Callout	0	0	0	0	0	0	0	0	0	0	0		0	1	-100.00%
Tampering	5	4	9	7	5	9	2	11	9	4	2		67	57	17.54%
Telephone Harassment	15	15	22	13	22	15	12	13	15	8	10		160	147	8.84%
Tow Sticker Expired	11	18	7	9	4	13	17	8	8	6	4		105	136	-22.79%
Traffic Complaint	113	123	116	139	152	136	124	139	138	139	108		1,427	1,460	-2.26%
Traffic Stop	199	220	332	199	279	291	271	505	446	314	361		3,417	3,057	11.78%
Trespassing	22	34	39	51	38	52	39	42	44	50	45		456	514	-11.28%
Try to Contact	23	8	17	17	18	24	16	29	23	32	17		224	143	56.64%
Vehicle Identification	34	23	28	36	24	38	35	45	52	37	40		392	385	1.82%
Vehicle Lockout	0	1	2	1	2	3	1	0	3	2	4		19	20	-5.00%
Vehicle Repossession	6	6	3	4	6	2	4	4	6	8	8		57	61	-6.56%
Veterinary Call	1	2	4	1	1	4	1	4	0	2	1		21	29	-27.59%
Weapons Violation	1	4	3	3	8	6	3	3	8	5	2		46	49	-6.12%
<b>Totals</b>	<b>2,343</b>	<b>2,294</b>	<b>2,546</b>	<b>2,717</b>	<b>2,589</b>	<b>2,623</b>	<b>2,566</b>	<b>2,962</b>	<b>3,010</b>	<b>2,767</b>	<b>2,562</b>	<b>0</b>	<b>28,979</b>	<b>30,699</b>	<b>-5.60%</b>

## Rolla Police Department Monthly Report

### YTD 2024

### Part I Crimes

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

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony</u> <u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
November	0	1	1	7	3	29	2	1	44	
YTD 2024	0	13	4	58	54	394	41	4	568	
2023	0	8	6	55	85	514	58	5	731	-8.85%
2022	0	7	6	94	119	528	44	4	802	-1.11%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%
2019	0	16	6	87	164	604	46	4	927	#REF!

### Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
November	3	1	0
YTD 2024	68	13	2
2023	111	38	8



# ANIMAL CONTROL MONTHLY TOTALS

November 2024

## ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2024 YTD Total	2023 YTD Total
City of Rolla	15	2	0	9	26	374	371
Rolla Area	0	0	0	0	0	11	28
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	1	0	0	0	1	1	0
Other Agencies	0	0	0	0	0	2	0
St. James Area	0	0	0	0	0	0	1
Ft. Leonard Wood	0	0	0	0	0	0	0
Monthly Total	16	2	0	9	27		
2024 YTD Total	212	52	2	122		388	
2023 YTD Total	174	67	3	156			400
Total Phelps County	0	0	0	0	0	11	29

## ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2024 YTD Total	2023 YTD Total
Animals Adopted ①	4	2	0	0	6	118	87
Animals Claimed	10	0	0	0	10	106	83
Euthanized(III/Injured)	0	0	0	0	0	10	16
Euthanized(Dangerous)	0	0	0	0	0	7	28
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	0	4	4	85	98
Transferred to Rescue ③	0	0	0	0	0	8	1
Wildlife Relocated	0	0	0	5	5	49	71
Other (died at shelter)	0	0	0	0	0	2	3
Monthly Total	14	2	0	9	25		
2024 YTD Total	214	49	2	121		385	
2023 YTD Total	168	58	3	158			387

## ADDITIONAL STATISTICS

	Monthly Total	2024 YTD Total	2023 YTD Total
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%
PR Programs	0	4	7
Calls for Service	64	990	1,236
Written Warnings	0	0	0
Citations	1	5	6
Total Incinerator Hours	0	0	0

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1

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: Rolla Municipal		Reporting Period: Nov 1, 2024 - Nov 30, 2024	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401					
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County		Circuit: 25
Telephone Number: (573)3648590			Fax Number:		
Prepared by: Relauun Smith			E-mail Address:		
Municipal Judge: Brad Neckermann					
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		16	887	177	
B. Cases (citations/informations) filed		0	448	16	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		2	34	10	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	211	0	
6. dismissed by court		0	3	0	
7. <i>nolle prosequi</i>		0	41	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
<b>9. TOTAL CASE DISPOSITIONS</b>		2	289	10	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		14	1,046	183	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<b><u>III. WARRANT INFORMATION</u> (pre- &amp; post-disposition)</b>			<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	84	1. # Issued during period		374	
2. # Served/withdrawn during reporting period	44	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	761				

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Rolla Municipal	Reporting Period: Nov 1, 2024 - Nov 30, 2024
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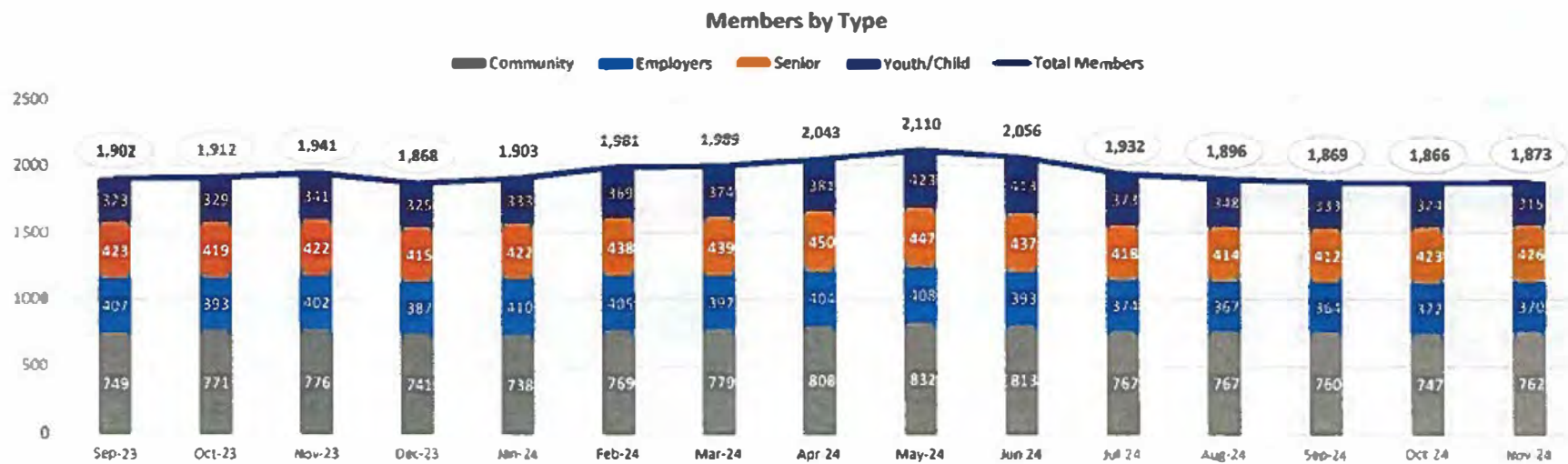
### V. DISBURSEMENTS

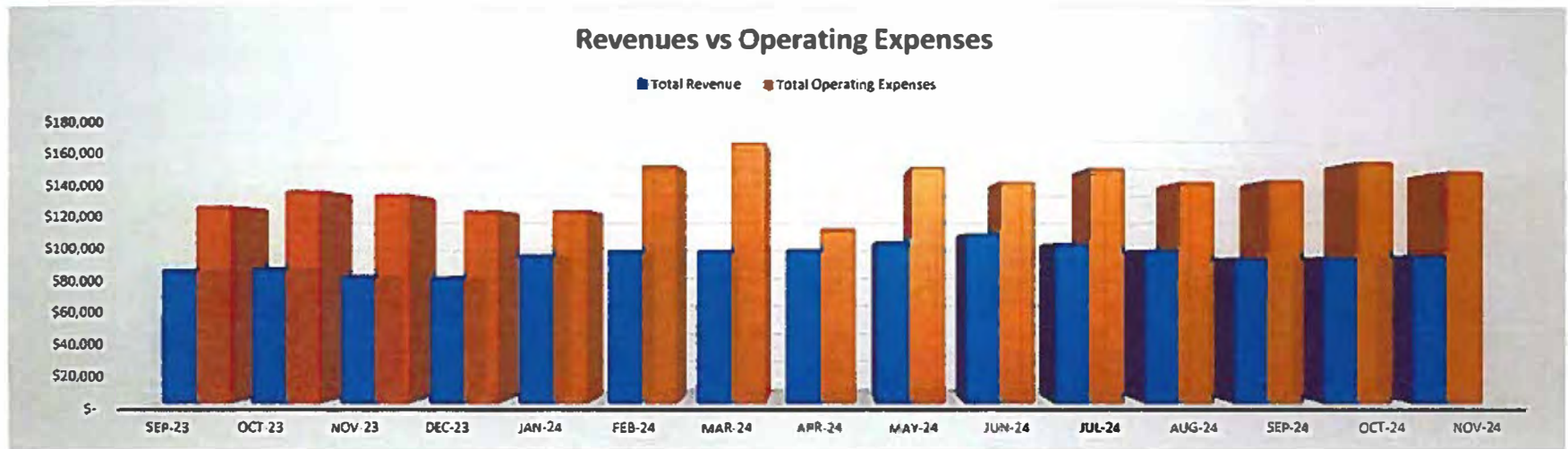
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$3,170.51	Court Automation	\$666.65
Clerk Fee - Excess Revenue	\$410.84	Law Enf Arrest-Local	\$36.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$12.66	Overpayment	\$2.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayments Detail Code	\$8.00
<b>Total Excess Revenue</b>	<b>\$3,594.01</b>	<b>Total Other Disbursements</b>	<b>\$712.65</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$12,073.51</b>
Fines - Other	\$5,854.00	<b>Bond Refunds</b>	<b>\$125.00</b>
Clerk Fee - Other	\$732.00	<b>Total Disbursements</b>	<b>\$12,198.51</b>
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$95.24		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$679.04		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$22.57		
Law Enforcement Training (LET) Fund surcharge	\$192.00		
Domestic Violence Shelter surcharge	\$192.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$7,766.85</b>		



**The Centre Rolla's Health & Recreation Complex**  
**Income Statement**  
**For the 2 Months Ending**  
**November 30, 2024**

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
<b>Members:</b>								
New	91	98	-7%	86	184	201	-8%	176
Net New & Reactivated Bridge/Freezes	12	6	100%	6	15	(3)	600%	(3)
Cancelled	96	61	-57%	63	195	136	-43%	134
Net	7	43	-84%	29	4	62	-94%	39
<b>Total Members</b>	<b>1,873</b>	<b>2,064</b>	<b>-9%</b>	<b>1,941</b>	<b>1,873</b>	<b>2,064</b>	<b>-9%</b>	<b>1,941</b>
<b>Revenues</b>								
<b>Rental &amp; Other:</b>								
Conference Room & Other Rental	(\$100)	\$500	(\$600)	\$310	\$800	\$1,000	(\$200)	\$1,120
	(100)	500	(600)	310	800	1,000	(200)	1,120
<b>Member Services:</b>								
Membership Dues	64,873	71,207	(6,334)	57,771	129,412	140,916	(11,504)	115,073
Guest Fees	5,611	8,000	(2,389)	4,838	9,258	16,000	(6,742)	8,328
Locker Rent	40	75	(35)	60	170	150	20	323
	70,524	79,282	(8,758)	62,669	138,839	157,066	(18,227)	123,724
<b>Fitness:</b>								
Enrollment Fees/Health Assessments	2,768	2,451	317	844	3,168	5,016	(1,848)	2,934
Special Programs	60	100	(40)	190	150	200	(50)	340
	2,828	2,551	277	1,034	3,318	5,216	(1,898)	3,274
<b>Ancillary:</b>								
Swim Programs	3,246	11,000	(7,754)	5,259	7,924	22,000	(14,076)	10,844
General Medical Integration	545	990	(445)	495	1,536	1,980	(444)	1,090
Recreation	6,562	6,000	562	3,150	13,739	12,000	1,739	9,460
Café	1,106	1,250	(144)	919	2,111	2,500	(389)	1,818
Pro Shop	409	400	9	182	684	800	(116)	242
Personal Training	8,061	7,389	672	5,548	16,362	14,458	1,904	12,811
Children's Area	1,965	3,000	(1,035)	2,408	3,886	6,000	(2,114)	4,683
	21,893	30,029	(8,136)	17,961	46,241	59,738	(13,497)	40,947
<b>Total Revenue</b>	<b>95,145</b>	<b>112,362</b>	<b>(17,217)</b>	<b>81,974</b>	<b>189,198</b>	<b>223,020</b>	<b>(33,822)</b>	<b>169,065</b>
<b>Expenses</b>								
Salaries & Burden	91,248	88,810	(2,438)	84,936	193,734	177,428	(16,306)	175,995
Other Employee Expenses	1,585	700	(885)	4,272	2,510	1,400	(1,110)	9,247
General Supplies & Services	395	642	247	916	515	1,284	769	1,274
Environmental Supplies	1,858	1,500	(358)	0	1,858	3,000	1,142	0
Cost of Goods Sold	1,528	905	(623)	579	1,681	1,810	129	1,252
Minor Equipment	40	317	277	955	40	634	594	1,655
Repairs & Maintenance	15,408	3,100	(12,308)	10,556	22,373	6,200	(16,173)	19,517
Service Contracts & Licenses	8,822	10,759	1,937	9,691	17,641	21,518	3,877	17,421
Marketing & Collateral	9,403	7,100	(2,303)	6,985	16,481	14,200	(2,281)	12,435
Utilities	16,218	16,076	(142)	13,406	42,045	32,152	(9,893)	28,706
Bank Fees & Miscellaneous	4,336	4,810	474	3,305	8,535	9,620	1,085	6,301
Other Taxes & Fees	250	450	200	0	500	900	400	0
<b>Total Expenses</b>	<b>151,092</b>	<b>135,169</b>	<b>(15,923)</b>	<b>135,601</b>	<b>307,913</b>	<b>270,146</b>	<b>(37,767)</b>	<b>273,803</b>
<b>Net Operating Income</b>	<b>(\$5,947)</b>	<b>(22,807)</b>	<b>(33,140)</b>	<b>(\$3,627)</b>	<b>(118,715)</b>	<b>(47,126)</b>	<b>(71,589)</b>	<b>(104,738)</b>
<b>Management Fees</b>	<b>10,000</b>	<b>10,000</b>	<b>0</b>	<b>10,000</b>	<b>18,000</b>	<b>20,000</b>	<b>2,000</b>	<b>18,000</b>
<b>Net Income (Loss)</b>	<b>(\$65,947)</b>	<b>(\$32,807)</b>	<b>(\$33,140)</b>	<b>(\$63,627)</b>	<b>(\$136,715)</b>	<b>(\$67,126)</b>	<b>(\$69,589)</b>	<b>(\$122,738)</b>
<b>Ancillary Services Net Income (Loss)</b>								
Swim Programs (Net)	(\$364)	\$5,170	(\$5,534)	\$2,395	\$178	\$10,340	(\$10,162)	\$4,433
Recreation (Net)	\$4,558	\$3,400	\$1,158	\$478	\$9,648	\$6,800	\$2,848	\$4,968
Café (Net)	(\$192)	\$625	(\$817)	\$512	\$813	\$1,250	(\$437)	\$776
Pro Shop (Net)	\$178	\$120	\$58	\$10	\$301	\$240	\$61	\$32
Personal Training (Net)	\$1,488	\$2,956	(\$1,468)	\$288	\$4,611	\$5,784	(\$1,173)	\$3,046
Children's Area (Net)	(\$1,715)	\$844	(\$2,559)	\$555	(\$4,206)	\$1,688	(\$5,894)	\$769
<b>Total Ancillary Services Net Income (Loss)</b>	<b>\$3,954</b>	<b>\$13,115</b>	<b>(\$9,161)</b>	<b>\$4,237</b>	<b>\$11,343</b>	<b>\$26,102</b>	<b>(\$14,759)</b>	<b>\$14,023</b>

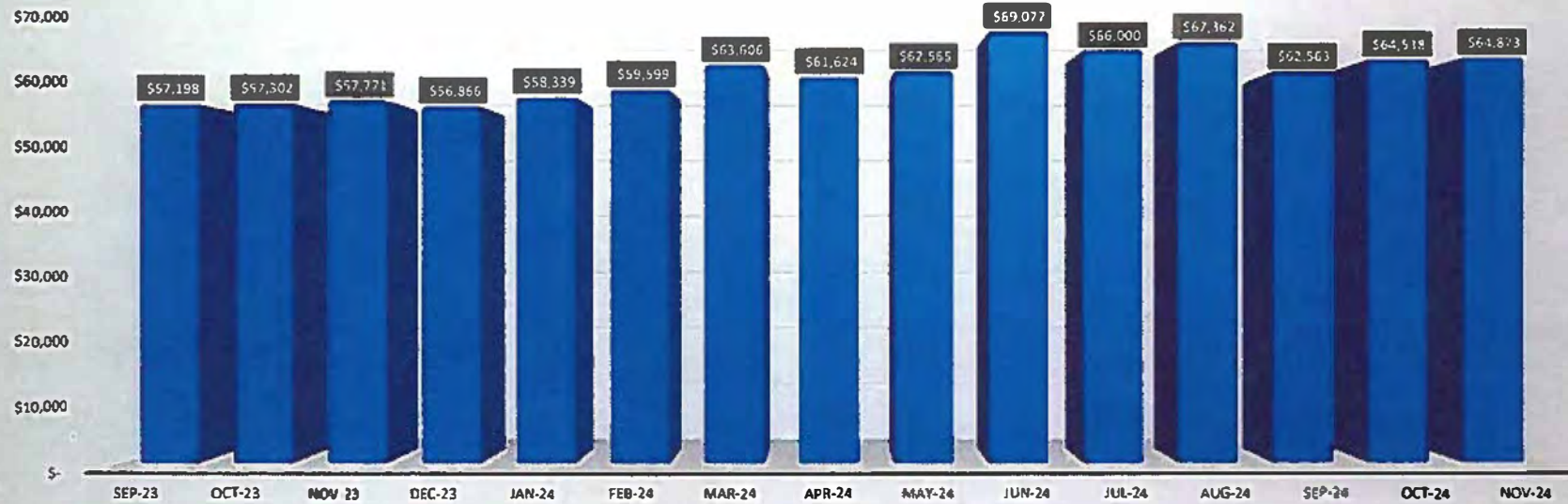




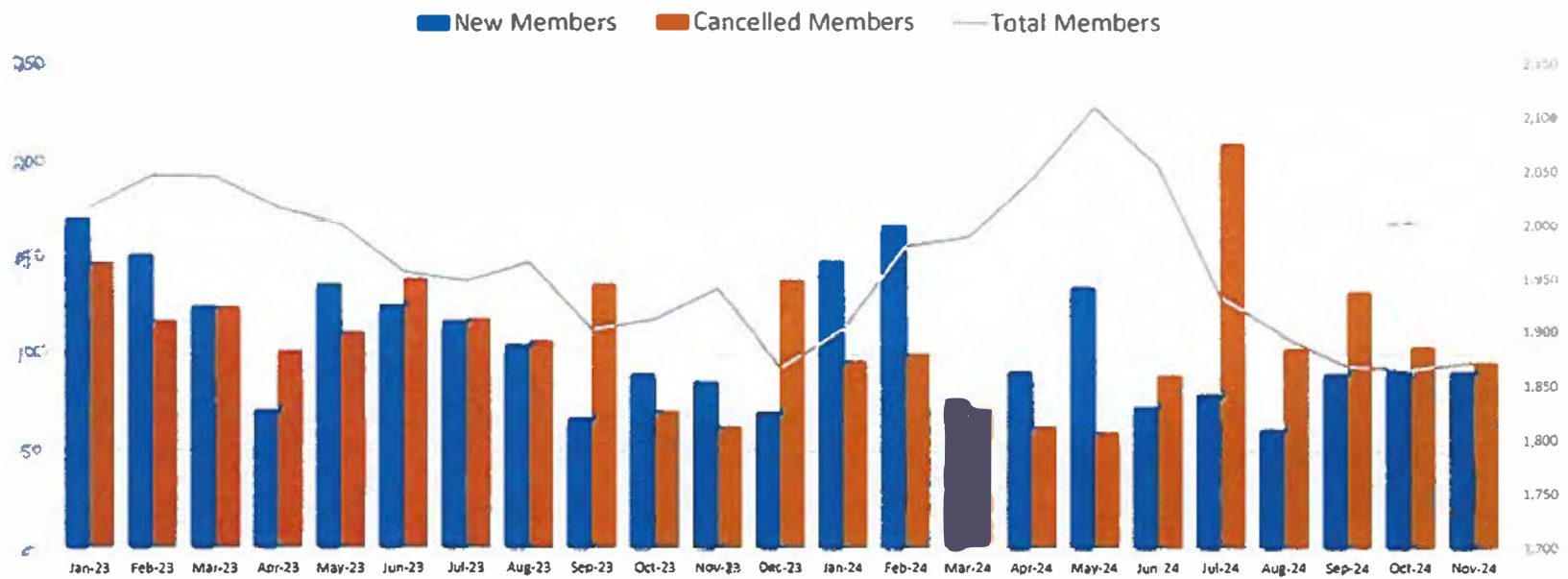
### Average Dues per Billable Member



### Membership Dues Revenue









**MINUTES  
ROLLA PLANNING AND ZONING COMMISSION MEETING  
ROLLA CITY HALL COUNCIL CHAMBERS  
TUESDAY, DECEMBER 10, 2024**

**Presiding:** Russell Schmidt, Chairperson

**Commission Members Present:** Nathan Chirban, Kevin Crider, Monty Jordan, Janece Martin, Don Morris, Monte Shields

**Commission Members Absent:** Steve Davis, 1 Vacancy

**I. APPROVE MINUTES:** Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, November 12, 2024. Chairperson Russell Schmidt approved the minutes as printed and distributed.

**II. REPORT ON RECENT CITY COUNCIL ACTIONS:**

1. **ZON24-05:** Rezoning of property located at the northeast corner of Richard Drive and Redbud Lane from R-1, Suburban Residential to R-2, One and Two-family district.
2. **VAC24-03:** Vacation of Lakeview Drive north of 12<sup>th</sup> Street adjacent to 205 E 12<sup>th</sup> Street.
3. **VAC24-04:** Vacation of a portion of the right-of-way of Pine Street south of 1<sup>st</sup> Street.

City Planner Tom Coots presents the report.

Chairperson Schmidt asks a question regarding an update on the zoning of overnight shelters. A short discussion follows. Subject is then tabled until the end of the meeting.

**III. PUBLIC HEARING:**

1. **ANX24-02:** Annexation of a portion of 13063 Old Wire Outer Road into the corporate limits of the City of Rolla and assigned a zoning of C-2, General Commercial.

Chairperson Schmidt opens the public hearing at 5:36.

City Planner Tom Coots presents the staff report.

Chairperson Schmidt asks for citizen comments.

JK Robinson representing the Developer Matt Connelly shares that they feel this project will bring more business to the City of Rolla as well as benefit our local veterans.

The public hearing was closed at 5:47.

A motion was made by Morris and seconded by Shields to recommend approval to City Council for the annexation of a portion of 13063 Old Wire Outer Road into the corporate limits of the City of Rolla and assign a zoning of C-2, General Commercial. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin, Morris and Shields. Nays: None. Absent: Davis. The motion passes unanimously.

**2. VAC24-05:** Vacation of alleys in Cowan's Addition to City of Rolla generally bounded by Black Street, Spilman Ave, Walker Ave and the railroad ROW; and bounded by Hwy 72, Spilman Ave, Walker Ave and Strobach Street.

Chairperson Schmidt opens the public hearing at 5:49.

City Planner Tom Coots presents the staff report.

Chairperson Schmidt asks for citizen comments.

Daniel Bickett, representing Debra Bickett residing at 5 Otis Henry Court, Saint Charles, MO shared that he was wondering if this vacation would change the homeowners property tax.

Travis Bahr residing at 13915 County Road 3120 shared that he owns the property to the east of the alley and would like the alley to stay. He would like his future customers to be able to exit from the alley and turn left onto Highway 72.

Deborah Frost residing at 10600 Fawn Ridge Road shares that she is co-owner of Hi-Tech Collision and feels that it is critical that as much of the alley as possible stays open for their semi deliveries, car wreckers and trash service.

The public hearing was closed at 6:15.

A motion was made by Shields and seconded by Jordan to recommend approval to City Council for the vacation of the alley in Cowan's Addition to City of Rolla generally bounded by Black Street, Spilman Ave, Walker Ave and the railroad ROW. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin, Morris and Shields. Nays: None. Absent: Davis. The motion passes unanimously.

A motion was made by Jordan and seconded by Chirban to recommend the City Council denies the vacation of the alley in Cowan's Addition to City of Rolla generally bounded by Hwy 72, Spilman Ave, Walker Ave and Strobach Street. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin, Morris and Shields. Nays: None. Absent: Davis. The motion passes unanimously.

**3. TXT24-03:** Text Amendment to Section 42.313 General Requirements (Parking) to revise the paving and permitted parking location requirements for residential uses and time limits for occupancy of RV's on a residential lot.

Chairperson Schmidt opens the public hearing at 6:20.

Community Development Director Dawn Bell presents the staff report.

Chairperson Schmidt asks for citizen comments.

The public hearing was closed at 6:28 with no citizen comments.

A motion was made by Martin and seconded by Shields to recommend approval to City Council for the Text Amendment to Section 42.313 General Requirements (Parking) to revise the paving and permitted parking location requirements for residential uses and time limits for occupancy of RV's on a residential lot. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin, Morris and Shields. Nays: None. Absent: Davis. The motion passes unanimously.

**IV. NEW BUSINESS:** **NONE**

**V. OLD BUSINESS:** **NONE**

**VIII. OTHER BUSINESS/REPORTS FROM THE CHAIRPERSON, COMMITTEE OR STAFF:**



Chairperson Schmidt resumes the conversation regarding the zoning of overnight shelters. A conversation was had regarding the latest updates on this topic.

Community Development Director Dawn Bell announced that in January our consultant will be coming to talk about the Comp plan update.

**IX. CITIZEN COMMENTS:**

**NONE**

**Meeting adjourned: 6:40 p.m.**

**Minutes prepared by: Cindy Brown**

**NEXT MEETING:**

**Tuesday, January 14, 2025**



## **Park Advisory Commission Meeting Minutes**

*November 25, 2024 – 5:00 p.m.  
3<sup>rd</sup> Floor Conf. Rm - Rolla City Hall*

**Members Present:** Ken Kwantes, Susan Wrasmann, Mike Fleishhauer, and Justin Renaud

**Absent:** None

**Others Present:** Floyd Jernigan, Andrew Smith, Julie Quackenbush, and Sierra Cubbage, Rolla citizen

### **1. Call to order**

- Ken Kwantes called the meeting to order at 5:01 p.m.

### **2. Approval of October minutes**

- Susan Wrasmann moved to approve the Oct. 7, 2024, meeting minutes. Mike Fleishhauer seconded the motion. All approved. None opposed.

### **3. Financials/Narrative**

- Mr. Jernigan asked if anyone had questions regarding the financials. He noted there have been a number of burials.
- Insurance hits at random times and is a large chunk of the Parks budget.
- Still paying for SplashZone repairs. Boiler is the only thing left outstanding to be replaced.
- Mr. Kwantes asked about specifics on the topic of bow hunting on city property. Mr. Jernigan said that Rolla City Council approved bow hunting on Rolla City property. Community Development is overseeing this. Mr. Jernigan included a map of the five city properties where bow hunting is allowed: Rolla Cemetery, Public Works Yard, Highway O and Lions Club Drive, Silverleaf Park, and Southside Park. The group discussed qualifications required of hunters. Mike Fleishhauer asked if deer stands are required. Mr. Jernigan said yes, stands are required.
- The pickleball parking lot is coming along slowly. One tree has been taken down, with a few more to go. There will be 27 parking spots in this lot.
- Next plan for Public Works is the parking lot next to Green Acres Ballfield.
- A structural engineer inspected the original pavilion in order to address a 2012 issue regarding structural issues at Veteran's Park Pavilion. Mr. Kwantes asked if there are major issues. Mr. Jernigan said it involves wall bracing and fasteners for the metal roof sheeting. These are fairly small issues and are nothing like a re-do.
- Tree City documentation discussed. Tree removal was approved in the Rolla City Cemetery, city street right-of-ways, and city sidewalks.  
Ameren had requested four easements for power line clearing earlier in the year, including clearing on the property by the Recycling Center. They were granted permission with the understanding they provide a permit that detailed trees that would be impacted, to include the list of mature trees and species.

- Survey has been done on BerJuan Park Ballfield retaining wall, between Bayless and Morgan Fields. We are waiting for their assessment.
- The fourth, and last, pedestrian wooden bridge in BerJuan Park has been replaced by Public Works. This expense will be reimbursed through the ARPA Grant.  
Work for the new bathroom in BerJuan Park will begin in January. They will start with the sewer line to it.
- Andrew Smith reported that we are in the middle of our Christmas Light Contest, which will run Nov. 11 – Dec. 5. We will post a map of all participating houses on Facebook and our website, with a link to vote for each of the category favorites: “Brightest,” “Wow Factor,” and “Best Overall Display.” People will have from Dec. 6 – 15 to check out and vote on their choices. The winner in each category will receive a custom yard sign with their achievement.
- Mr. Jernigan reported that the Parks Department applied for another LWCF Grant, for lights on the Kwantes Field and for post-tension concrete on the tennis courts.

#### **4. New business**

- Change of location for turf field and discussion of game use  
We moved the location of the proposed turf soccer field from the Kittie Robertson Field to the soccer fields on 10<sup>th</sup> Street due to concerns over possible future flooding and width issues. Public Works will do additional dirt work toward the Street side of the soccer playing area so there will be three full fields there. The new bathroom location overlooks the fields from the current gravel parking area. An architectural firm redid the cultural resource survey. In addition to the grant administrators, the Cherokee and Osage tribes will have to sign off, as well.  
Mr. Kwantes said the location change was good. He said you do not want to put a turf field in a flood zone. The expensive product will be washed away.  
Mr. Jernigan spoke on utilization of the proposed turf fields. He said we have a lot of practice space, but not a lot of game space. He would like this area to be a reservable space for games and scrimmages. It will be a quality field and we need to ensure longevity by regular maintenance and controlled usage.  
Justin Renaud said he believed some coaches may question that approach. The group discussed the policies for using this field.  
Mr. Kwantes noted the proposed policy is commonly used by other facilities with turf fields. They only allow games and scrimmages. They also have other requirements, such as no pets, no gum, and only certain type shoes being permissible on the fields.  
The commission also discussed the importance for writing the specs for the bidding process. Specs need to be specific in detail to make sure the materials used will be durable for years of usage.
- Phelps County Recreation for the Handicapped MOU  
Mr. Kwantes asked Mr. Jernigan to talk about the Memorandum of Understanding. Mr. Jernigan explained that we do this agreement every year with Phelps County Recreation for the Handicapped, a not-for-profit organization. It allows them to have an affordable means of recreational dances each month for their group. Justin Renaud made a motion to approve the MOU with PCRH. Susan Wrasmann seconded the motion. All were in favor, none opposed.

- **Rec pricing**

Fee increases were discussed during the budget process fees. We've been fortunate enough to get grants to help upgrade our fields and facilities. Mr. Jernigan included a spreadsheet with proposed increases, although slight, for 2025. Most of the changes that will be made are \$5.

The Downtown Parking Lot would have a new charge of \$100/day, with a three-hour max.

This is for exclusive use of the lot. If there is no exclusivity for users, there is no charge.

Justin Renaud made a motion to accept the Updated Rolla Parks and Recreation Facility Fees for 2025. Susan Wrasmann seconded the motion. Mr. Kwantes entertained questions regarding fees. There were no questions. All were in favor of the new rates, with no opposition.

## **5. Adjournment**

The meeting adjourned at 6:27 p.m.

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**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Final Reading

**SUBJECT:** Annexation and Assignment of Zoning: A portion of 13063 Old Wire Outer Rd into the corporate limits of the City of Rolla and assigning a zoning of C-2, General Commercial

(ANX24-02)

**MEETING DATE:** January 6, 2025

---

**Application and Notice:**

Applicant/Owner - James W Hayes and Janice S Hayes Trust  
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

**Background:**

The applicant seeks to voluntarily be annexed into the city limits. Annexation would allow for access to utilities necessary for development of the property. The applicant also requests that the property be assigned C-2, General Commercial zoning at the time of annexation. The C-2 district would allow for the planned use of the property as a medical clinic.

A portion of the subject property was annexed into the city in 2022 and later sold with the intent of a hotel being developed. The development of that property has not yet commenced.

**Property Details:**

Current zoning - Unincorporated Phelps County; proposed to be assigned zoning of C-2, General Commercial  
Current use - Vacant (former manufactured home sales)  
Proposed use - Medical Clinic  
Land area - 14.71 acres

**Public Facilities/Improvements:**

Streets - The subject property has frontage on Old Wire Outer Rd and Sally Rd, both Collector streets.  
Sidewalks - No sidewalks are located adjacent to the property. Sidewalks will be required to be constructed along Old Wire Outer Rd, unless waived.  
Utilities - The subject property should have access to all needed public utilities. The developer will be required to extend a waterline across the entire property frontage.

**Comprehensive Plan:** The Comprehensive Plan designates the property as being appropriate for Mixed Commercial uses. The Comprehensive Plan designates the area as being within the Urban Growth Area for the city. The Rolla West Master Plan designates the property as being appropriate to for a "Lifestyle Center," which includes specialty retail and office uses.

**Discussion:**

The proposed annexation should not impact city budgets or services. The annexation would allow for a development which would create a number of jobs for the city. The proposal was reviewed by the Development Review Committee and no objections to the annexation were made.

All utilities are located in the area and have capacity to serve the property. The developer will have to extend water utilities to serve the property. The property should be easily served with all other municipal services.

The subject property is located on the I-44 outer road. The I-44 frontage has developed to include retail and hospitality uses. The north side I-44 frontage is all C-2 zoning. The property is adjacent to the city limits.

The ordinance has been revised to include language for reimbursement or payment of any fees due to the Rolla Rural Fire Protection District.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on December 10, 2024 and voted 6-0 to recommend the City Council approve the request.

**Prepared by:**

Tom Coots, City Planner

**Attachments:**

Public Notice Letter, Letter of Request, Ordinance



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

**AN ORDINANCE TO APPROVE THE ANNEXATION OF A PORTION OF 13063 OLD WIRE OUTER RD INTO THE CORPORATE LIMITS OF THE CITY OF ROLLA AND ASSIGNING ZONING OF SAID PROPERTY AS THE C-2, GENERAL COMMERCIAL DISTRICT**

**( ANX24-02 )**

**WHEREAS**, a petition was duly filed with the Community Development Department requesting the subject property to be voluntarily annexed into the corporate limits of the City of Rolla; and

**WHEREAS**, a public notice was duly published in the Phelps County Focus for this according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

**WHEREAS**, the City of Rolla Planning and Zoning Commission met on December 10, 2024 and recommended the City Council approve the annexation and assignment of zoning of the subject property as the C-2, General Commercial district; and

**WHEREAS**, the Rolla City Council, during its December 16, 2024 meeting, conducted a public hearing concerning the proposed annexation and designation of zoning to hear the first reading of the attached ordinance;

**WHEREAS**, after consideration of all the facts, opinions, and evidence offered to the City Council at the hearing by those citizens favoring the said annexation and designation of zoning and by those citizens opposing said proposal, the City Council found the proposed annexation and designation of zoning would promote public health, safety, morals and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

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

**SECTION 1:** That the full voluntary annexation procedure, as outlined in RSMo. 71.012, has been conducted by the City of Rolla, which included the City Council conducting a public hearing on the proposal and determining that the annexation proposal meets the criteria established under Missouri State Statute RSMo. 71.012; and

**SECTION 2:** That the applicants request that the City Council of the City of Rolla, Missouri, annex into the corporate limits of Rolla, Missouri, the property that is presently unincorporated, yet contiguous to the corporate limits of the City of Rolla, Missouri, and that is more particularly described as follows:

A fractional part of the Northeast Quarter of the Southeast Quarter of Section 9, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Northeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 9; thence South 3°06'10" West, 450.07 feet to the southeast corner of a parcel described in

Phelps County Deed Records at Document No. 1991-3686, also being a point on the West right of way of Phelps County Road 8110 (Sally Road), the true point of beginning of the hereinafter described tract: Thence South 0°03'10" East, 316.66 feet along said West right of way; thence South 79°33'10" West, 356.00 feet; thence South 0°06'10" East, 300.00 feet to the North right of way of U.S. Interstate 44; thence westerly, 958.85 feet along the arc of a curve, concave northerly with a radius of 12038.70 feet, the chord of which is South 82°22'40" West, 958.60 feet along said North right of way to the West line of the aforesaid Northeast Quarter of the Southeast Quarter; thence North 0°16'10" West, 367.15 feet along said West line to the southwest corner of the aforesaid Document No. 1991-3686 parcel; thence North 75°03'50" East, 347.12 feet, and, North 1°09'20" West, 343.96 feet, and, North 89°32'10" East, 80.82 feet, all along the southerly line of said Document No. 1991-3686 parcel; thence South 58°09'10" East, 206.81 feet; thence North 86°19'00" East, 457.91 feet; thence North 58°49'10" East, 166.08 feet to the aforesaid southerly line of said Document No. 1991-3686 parcel; thence North 89°32'10" East, 117.15 feet to the true point of beginning. The above-described tract contains 14.71 acres, more or less, per plat of survey J5943 by CM Archer Group, P.C.

**SECTION 3:** And that the Basic Zoning Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance is hereby amended by designating the zoning classification of the said property, as the C-2, General Commercial district on the Official Zoning Map of the City of Rolla.

**SECTION 4:** The owner of the subject property shall be responsible for payment or reimbursement of any fees assessed by the Rolla Rural Fire Protection District resulting from the annexation.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6<sup>th</sup> DAY OF JANUARY, 2025.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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

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

JOHN Z. WILLIAMS  
(1941-2009)

J. KENT ROBINSON\*  
JOSEPH W. RIGLER  
(OF COUNSEL)

CAROLYN G. BUSCHJOST\*  
LANCE B. THURMAN  
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\* ALSO LICENSED IN ILLINOIS

A PROFESSIONAL CORPORATION

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FACSIMILE  
(573) 341-5864

November 21, 2024

**TO WHOM IT MAY CONCERN**

RE: PROPOSED ANNEXATION OF REAL ESTATE  
PROPERTY: 13063 OLD WIRE OUTER RD, ROLLA  
CURRENT OWNER: HAYES, JAMES W & JANICE TRUST  
PURCHASER UNDER CONTRACT: SPECIALIZED ENGINEERING SOLUTIONS, INC

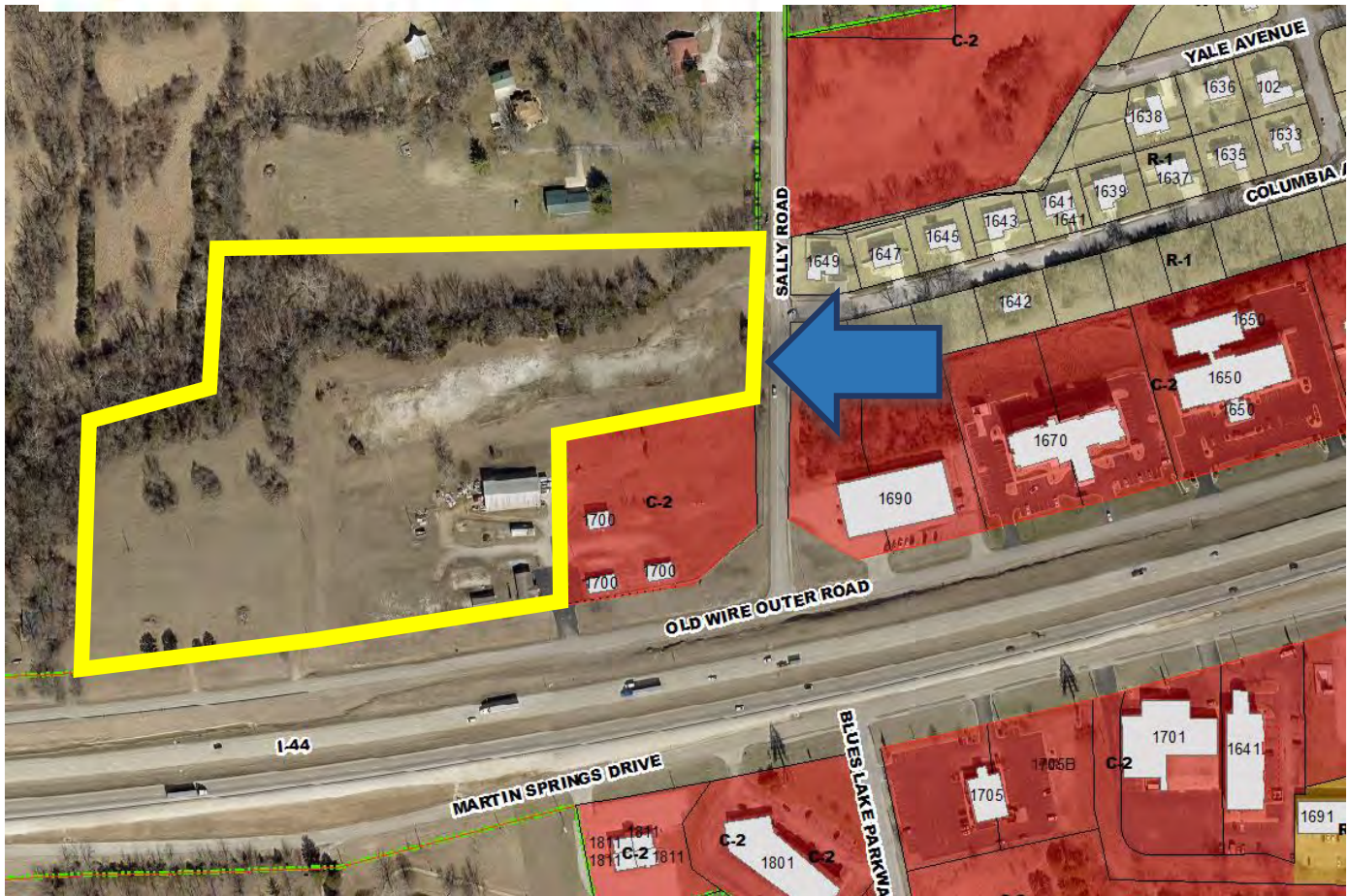
Greetings:

This firm represents Specialized Engineering Solutions, Inc. ("SES"), which entity is the purchaser under contract with the owner of the real estate described above. Annexation into the City of Rolla, together with C-2 zoning land use, is being requested at this time so that the real estate can be developed by SES, its successors and assigns, and thereafter leased to U.S. Department of Veterans Affairs for use as a modern, state-of-the-art healthcare facility for veterans. The developed site will consist of an outpatient clinic with approximately 75,000 rentable square feet of space and is authorized in the PACT Act of 2022. The new facility will expand and replace veteran care currently provided at the existing St. James Veteran's Administration location. The new, energy-efficient health care facility will provide primary care, mental health, specialty care, and ancillary services to veterans in the City of Rolla and surrounding areas for many years to come.

We look forward to your favorable action on the annexation and land use requests.

WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: \_\_\_\_\_  
J. Kent Robinson, Attorney at Law



### Project Information:

Case No: ANX24-02  
 Location: 13063 Old Wire Outer Rd  
 Applicant: James W Hayes and Janice S Hayes Trust  
 Request:  
 Annexation into the city limits of the City of Rolla and assigning a zoning C-2, General Retail



### Public Hearings:

Planning and Zoning Commission  
 December 10, 2024  
 5:30 PM  
 City Hall: 1<sup>st</sup> Floor  
  
 City Council  
 December 16, 2024  
 6:30 PM  
 City Hall: 1<sup>st</sup> Floor



### For More Information Contact:

Tom Coots, City Planner  
[tcoots@rollacity.org](mailto:tcoots@rollacity.org)

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



## Who and What is the Planning and Zoning Commission?

The Planning and Zoning Commission is an appointed group of citizens from Rolla who are charged with hearing and deciding land use applications, such as zoning and subdivisions. The Commission takes testimony and makes a recommendation to the City Council.

## What is an Annexation?

An annexation is the changing of the city limits to include additional areas. Once within the corporate limits of the City of Rolla, a property is subject to the laws of the City of Rolla and is eligible for services provided by the City of Rolla.

## How Will This Impact My Property?

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

## What If I Have Concerns About the Proposal?

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

## 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 Commission.

## 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 Northeast Quarter of the Southeast Quarter of Section 9, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Northeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 9; thence South 3°06'10" West, 450.07 feet to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1991 3686, also being a point on the West right of way of Phelps County Road 8110 (Sally Road), the true point of beginning of the hereinafter described tract: Thence South 0°03'10" East, 316.66 feet along said West right of way; thence South 79°33'10" West, 356.00 feet; thence South 0°06'10" East, 300.00 feet to the North right of way of U.S. Interstate 44; thence westerly, 958.85 feet along the arc of a curve, concave northerly with a radius of 12038.70 feet, the chord of which is South 82°22'40" West, 958.60 feet along said North right of way to the West line of the aforesaid Northeast Quarter of the Southeast Quarter; thence North 0°16'10" West, 367.15 feet along said West line to the southwest corner of the aforesaid Document No. 1991 3686 parcel; thence North 75°03'50" East, 347.12 feet, and, North 1°09'20" West, 343.96 feet, and, North 89°32'10" East, 80.82 feet, all along the southerly line of said Document No. 1991 3686 parcel; thence South 58°09'10" East, 206.81 feet; thence North 86°19'00" East, 457.91 feet; thence North 58°49'10" East, 166.08 feet to the aforesaid southerly line of said Document No. 1991 3686 parcel; thence North 89°32'10" East, 117.15 feet to the true point of beginning. The above-described tract contains 14.71 acres, more or less, per plat of survey J5943 by CM Archer Group, P.C.



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**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Final Reading

**SUBJECT:** Vacation of alleys in Cowan's Addition to City of Rolla generally bounded by Black Street, Spilman Ave, Walker Ave, and the railroad ROW

(VAC24-05 N)

**MEETING DATE:** January 6, 2025

---

**Application and Notice:**

Applicant - City of Rolla  
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>

**Background:** The vacation request was originally advertised as one request, with two locations. Due to comments received on one of the locations, the two vacations have been split into two for separate consideration.

The alley (between Black Street and the railroad) proposed for vacation is an unbuilt alley. Since the alley ends at the railroad, there is no likelihood that the alley will be needed for access in the future.

Preemptively vacating unneeded rights-of-way saves time and effort for the property owners and prevents the need for review of several separate requests. In this case, the right-of-way is only adjacent to one land owner.

**Property Details:**

Land area - Approximately 4,700 sq. ft. of right-of-way to be vacated

**Public Facilities/Improvements:**

Utilities - A portion of the north alley does contain overhead communication and sewer utilities. As a precaution, easements will be retained to allow for any existing or future needed utilities for the north alley.

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

**Discussion:** The vacation has been reviewed by city staff and has been found to not be needed for public access at this time. Vacating the right-of-way would remove the street from the maps and transfer ownership back to the adjacent property owner. Utility easements are to be retained for any future utility needs.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on December 10, 2024 and voted 6-0 to recommend the City Council approve the request.

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

**Attachments:** Public Notice; Ordinance



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

**AN ORDINANCE APPROVING THE VACATION OF AN ALLEY IN COWAN'S ADDITION TO THE CITY OF ROLLA, GENERALLY BOUNDED BY BLACK STREET, SPILMAN AVENUE, WALKER AVENUE, AND THE RAILROAD ROW.**

**(VAC24-05 N)**

**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 in Cowan's Addition to the City of Rolla to be vacated is more particularly described as follows:

Beginning at the Southeast Corner (SE/Cor) of Lot 8, Block 4 of Cowan's Addition to the City of Rolla; thence North approximately 400 feet to the Northeast Corner (NE/Cor) of Lot 1 of Meyer Consolidation, said point also being on the right-of-way line of the BNSF Railroad; thence Southwesterly along the right-of-way line of the BNSF Railroad to the Northeast Corner (NE/Cor) of Lot 9, Block 4 of Cowan's Addition to the City of Rolla; thence South approximately 395 feet to the Southeast Corner (SE/Cor) of Lot 15 in said Cowan's Addition, said point also being on the right-of-way of Black Street; thence East along the right-of-way of Black Street 12 feet to the Point of Beginning.

**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 its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6<sup>TH</sup> DAY OF JANUARY, 2025.**

APPROVED:

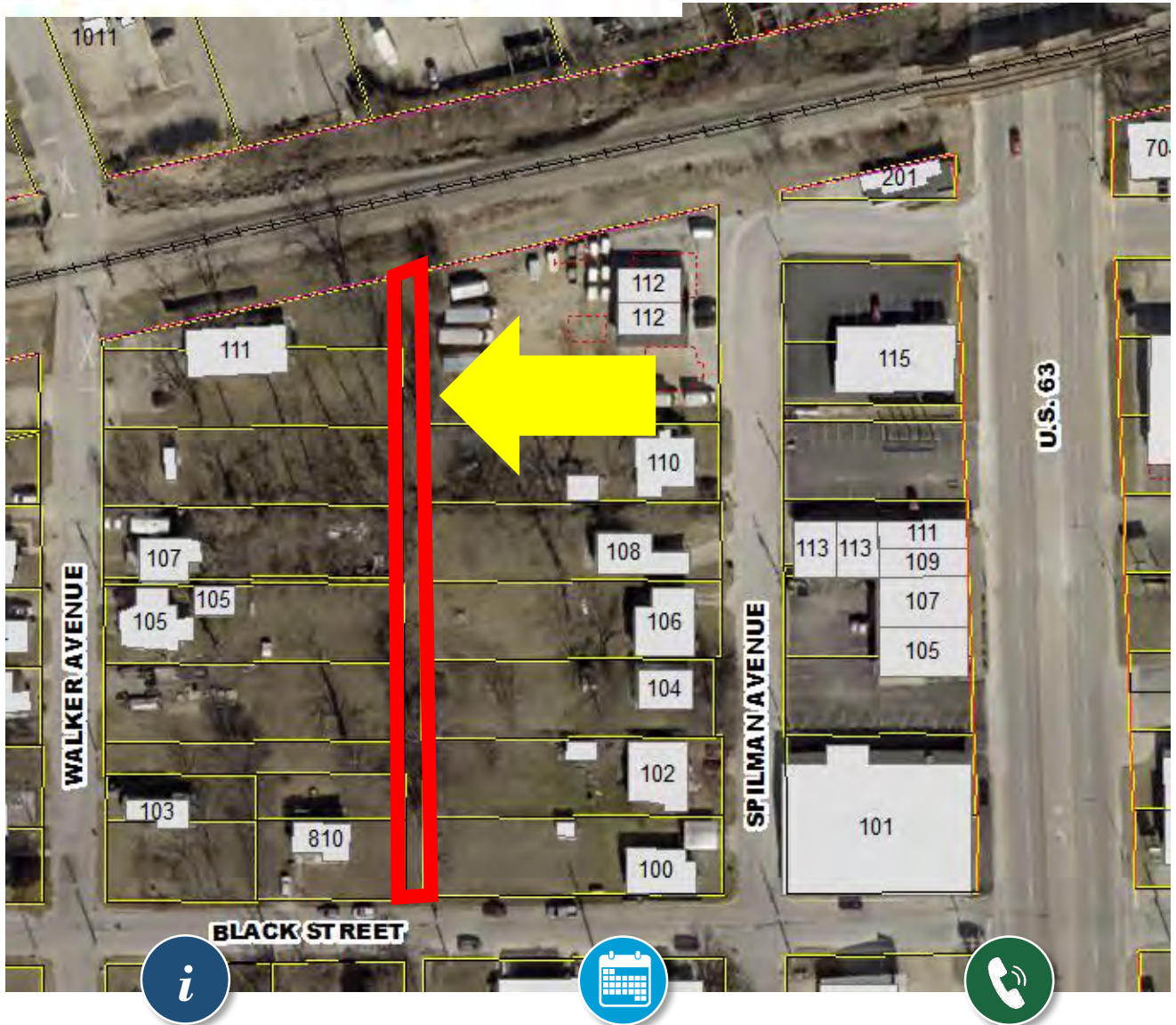
ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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



### Project Information:

Case No: VAC24-05  
 Location: Alley between Black Street;  
 Spilman Ave; Walker Ave;  
 and the railroad ROW  
 Applicant: City of Rolla  
 Request:  
 Vacation of the remaining alleys in  
 Blocks 4 and 12 in Cowan's Addition to  
 City of Rolla

### Public Hearings:

Planning Commission  
 December 10, 2024  
 5:30 PM  
 City Hall: 1<sup>st</sup> Floor  
  
 City Council  
 December 16, 2024  
 6:30 PM  
 City Hall: 1<sup>st</sup> Floor

### For More Information Contact:

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



### 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. In this case, unused alleys are proposed to be vacated.

### How will this impact my property?

Since the alleys are not used, the vacation should not impact your property. As an adjacent owner, generally half of the former alley would revert to become your property. A Utility Easement will likely be retained for any existing or potential future utilities.

Please contact the Community Development Office at (573) 426-6974 if you have any questions.

### Do I need to do anything?

Please contact our office or attend the meetings if you have any questions or concerns. If the vacation is approved you may need to file for a Lot Consolidation to combine the vacated ROW with your lot for building permitting.

### Why is this proposed?

The vacation is proposed to remove an alley that is not used and not maintained. The alleys were platted years ago, but are not being used as public alleys. The vacation would revert the property to the adjacent owners – saving each individual owner from needing to apply separately.

### 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. If you are unable to attend the meeting, you may provide written comments by letter or email.

### What if I have more questions?

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

### LEGAL DESCRIPTION

The remaining alleys in Blocks 4 and 12 in Cowan's Addition to the City of Rolla

V.B.5



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**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Final Reading

**SUBJECT:** Vacation of alleys in Cowan's Addition to City of Rolla generally bounded by Hwy 72, Spilman Ave, Walker Ave, and Strobach Street

(VAC24-05 S)

**MEETING DATE:** January 6, 2025

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**Application and Notice:**

Applicant - City of Rolla  
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>

**Background:** The vacation request was originally advertised as one request, with two locations. Due to comments received on one of the locations, the two vacations have been split into two for separate consideration.

The alley (between Strobach Street and Hwy 72) proposed to be vacated is a paved alley, however most of the fronting buildings have been demolished and the road network has changed with the construction of Hwy 72. Due to existing properties using a portion of the alley for access, only the north portion of the alley is proposed to be closed and vacated. Vacating this alley may open up new opportunities for development along Hwy 72.

Preemptively vacating unneeded rights-of-way saves time and effort for the property owners and prevents the need for review of several separate requests. In this case, the right-of-way is only adjacent to one land owner.

**Property Details:**

Land area - Approximately 3,000 sq. ft. of right-of-way to be vacated

**Public Facilities/Improvements:**

Utilities - No utilities are located within the right-of-way to be vacated for the south alley (verified by Missouri 811). No easement is proposed to be retained to allow for more development potential.

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

**Discussion:**

The vacation has been reviewed by city staff and has been found to not be needed for public access at this time. Vacating the right-of-way would remove the street from the maps and transfer ownership back to the adjacent property owners.

The access point to Hwy 72 does not meet the minimum safe sight distance. The Planning and Zoning Commission did hear from a few of the impacted property owners who prefer the access to Hwy 72 remain. The alley gets very little use, however, some traffic uses it to exit to Hwy 72 since Spilman does not allow for left turns.

If the adjacent properties are redeveloped, it is not likely that the alley will be allowed to be used for left turn movements. The alley may still be closed to force traffic to more safe alternatives. The city still owns the properties fronting on Hwy 72.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on December 10, 2024 and voted 6-0 to find that the request is not appropriate and recommend the City Council **not** approve the request.

**Prepared by:**

Tom Coots, City Planner

**Attachments:**

Public Notice; Ordinance

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

**AN ORDINANCE APPROVING THE VACATION OF AN ALLEY IN COWAN'S ADDITION TO THE CITY OF ROLLA, GENERALLY BOUNDED BY HWY 72, SPILMAN AVENUE, WALKER AVENUE, AND STROBACH STREET.**

(VAC24-05 S)

**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 in Cowan's Addition to the City of Rolla to be vacated is more particularly described as follows:

Beginning at the Northwest Corner (NW/Cor) of Lot 2, Block 12 of Cowan's Addition to the City of Rolla; thence South approximately 250 feet to the Southwest Corner (SW/Cor) of Lot 5 of said Cowan's Addition; thence West 12 feet to the Southeast Corner (SE/Cor) of Lot 15, of said Cowan's Addition; thence North approximately 250 feet to a point being 12 feet West of the Northwest Corner (NW/Cor) of said Lot 2 in said Cowan's Addition; thence East 12 feet to the Point of Beginning; Less and except the North 16 feet.

**SECTION 3:** The subject alley is hereby closed to public use and may be blocked to prevent use.

**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 its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6<sup>TH</sup> DAY OF JANUARY, 2025.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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





### Project Information:

Case No: VAC24-05  
 Location: Alley between Hwy 72;  
 Spilman Ave; Strobach Ave;  
 and Walker Ave  
 Applicant: City of Rolla

Request:  
 Vacation of the remaining alleys in  
 Blocks 4 and 12 in Cowan's Addition to  
 City of Rolla

### Public Hearings:

Planning Commission  
 December 10, 2024  
 5:30 PM  
 City Hall: 1<sup>st</sup> Floor

City Council  
 December 16, 2024  
 6:30 PM  
 City Hall: 1<sup>st</sup> Floor

### For More Information Contact:

Tom Coots, City Planner  
[tcoots@rollacity.org](mailto:tcoots@rollacity.org)

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





### 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. In this case, unused alleys are proposed to be vacated.

### How will this impact my property?

As an adjacent owner, generally half of the former alley would revert to become your property. A Utility Easement will likely be retained for any existing or potential future utilities.

Please contact the Community Development Office at (573) 426-6974 if you have any questions.

### Do I need to do anything?

Please contact our office or attend the meetings if you have any questions or concerns. If the vacation is approved you may need to file for a Lot Consolidation to combine the vacated ROW with your lot for building permitting.

### Why is this proposed?

The vacation is proposed to remove an alley that may not be needed and is not maintained. The vacation would revert the property to the adjacent owners – saving each individual owner from needing to apply separately.

### 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. If you are unable to attend the meeting, you may provide written comments by letter or email.

### What if I have more questions?

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

### LEGAL DESCRIPTION

The remaining alleys in Blocks 4 and 12 in Cowan's Addition to the City of Rolla

V.C.5



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**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Final Reading

**SUBJECT:** Text Amendment to Section 42.313 General Requirements (Parking)

(TXT24-03)

**MEETING DATE:** January 6, 2025

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**Application and Notice:**

Applicant - City of Rolla

Public Notice - Legal ad in the Phelps County Focus; <https://www.rollacity.org/agenda.shtml>

**Background:**

On October 15, 2024, the Planning and Zoning Commission discussed options with regard to requirements for parking with staff. The topic came up as a result of the discovery that the parking section of the ordinance was not written as intended and was very narrow by only allowing parking in the front yard on a hard surface. As one example, many property owners have driveways to their side yard and the way the ordinance is written, they would not be allowed to park there. Staff was given direction to prepare a text amendment, capturing the items discussed during the meeting.

**Discussion:**

The proposed amendments to the city codes are recommended by the City Staff after discussion with the Planning and Zoning Commission. The revisions include clarification on where parking is allowed for one and two-family uses, what surfaces are allowed for parking, nuisances, and temporary use of RV's.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on December 10, 2024 and voted 6-0 to recommend that the text amendment be approved by the City Council.

**Prepared by:**

Dawn Bell, Community Development Director

**Attachments:**

Proposed Text Amendment; Ordinance

**AN ORDINANCE AMENDING CHAPTER 42, PLANNING AND ZONING, ARTICLE III  
GENERAL PROVISIONS, SECTION 42-313 GENERAL REQUIREMENTS PERTAINING  
TO PARKING**

WHEREAS, the Rolla Planning and Zoning Commission did hold a public hearing following the provision of public notice pursuant to Section 42-142 and applicable state statutes; and

WHEREAS, the Rolla City Council did hold a public hearing(s); and

WHEREAS, based on the information received, including comments from the public, reports from city staff, the Rolla City Council did find that the requested action is in the best interest of the city:

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

**SECTION 1:** Section 42-313 “General Requirements,” line four (4) is hereby amended to read as follows, with the remainder of the section not being changed:

4. The following applies to one and two-family residential uses:
  - a. Pavement. Vehicles and trailers, etc., may only be parked or stored on an approved surface. Pavement shall mean a durable, dust-free and hard material such as asphalt, concrete, or paving blocks.  
  
Exception: Small utility trailers, no larger than 12 feet (excluding the tongue), not visible from public view. At no time should such parking create a nuisance such as overgrown grass/weeds, dust, or harborage of vermin.
  - b. Location. Parking or storage of vehicles and trailers is permitted in all yards. For purposes of this article, “yard” shall mean open space between buildings and property lines in the front, rear and sides of the property. Nothing in this section shall be construed to prohibit temporary parking on any yard by:
    1. Commercial vehicles or construction equipment during the actual performance of a temporary service on the property where it is parked.
    2. A vehicle while making a pickup or delivery of property or merchandise.
    3. Emergency vehicles.
  - c. RV Parking. Recreational Vehicles (RV’s), including both motorized and non-motorized RV’s, may not be used for a living quarters. Temporary usage may be permitted for up to 14 days at a time to allow for guest visits. No commercial use such as rental of RV’s or parking space for such is permitted. No permanent connection to utilities is permitted.
  - d. Access. Access to a parking or storage area from the street is permitted via an approved driveway or curb cut. Continued access from unapproved points is a zoning violation if such access may cause damage to the curbs, sidewalk, turf within the right-of-way, or turf in any yard open to public view.
  - e. Violation. Continued parking or storage of vehicles on a grass, dirt, or other unapproved surface is a zoning violation.

**SECTION 2:** 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 3:** This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6<sup>TH</sup> DAY OF JANUARY 2025.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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

## Section 42-313. General Requirements.

1. Every required parking and/or driving surface area shall be paved.
2. Areas used for storage, overflow parking areas, and access for uses which do not generate traffic such as telecommunications towers may use a gravel surface, if approved by the City Engineer.
3. A gravel surface may be approved for single-family uses by the City Engineer in locations where stormwater drainage will not wash the gravel; provided, that the portions of the driveway within fifty (50) feet of the right-of-way line is paved.
4. The following applies to one and two-family residential uses:
  - a. All-Pavement. Vehicles and trailers, etc., may only be parked or stored on an approved surface. Pavement shall mean a durable, dust-free and hard material such as asphalt, concrete, or paving blocks.

Exception: Small utility trailers, no larger than 12 feet (excluding the tongue), not visible from public view. At no time should such parking create a nuisance such as overgrown grass/weeds, dust, or harborage of vermin.

- b. Location. Parking or storage of vehicles and trailers is permitted in all yards. For purposes of this article, "yard" shall mean open space between buildings and property lines in the front, rear and sides of the property. Nothing in this section shall be construed to prohibit temporary parking on any yard by:
  1. Commercial vehicles or construction equipment during the actual performance of a temporary service on the property where it is parked.
  2. A vehicle while making a pickup or delivery of property or merchandise.
  3. Emergency vehicles.
- c. RV Parking. Recreational Vehicles (RV's), including both motorized and non-motorized RV's, may not be used for a living quarters. Temporary usage may be permitted for up to 14 days at a time to allow for guest visits. No commercial use such as rental of RV's or parking space for such is permitted. No permanent connection to utilities is permitted.
- d. Access. Access to a parking or storage area from the street is permitted via an approved driveway or curb cut. Continued access from unapproved points is a zoning violation if such access may cause damage to the curbs, sidewalk, turf within the right-of-way, or turf in any yard open to public view.
- e. Violation. Continued parking or storage of vehicles on a grass, dirt, or other unapproved surface is a zoning violation.

(Lines 5 – 13 remain unchanged)

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: Discussion

ITEM/SUBJECT: Ordinance Declaring Rolla as a “Sanctuary City for the Unborn”

TOTAL BUDGET APPROPRIATION: N/A

DATE: January 6<sup>th</sup>, 2025

\*\*\*\*\*

COMMENTARY:

At the November 18<sup>th</sup> City Council meeting Councilman Josh Vroman introduced the idea of declaring Rolla as a “Sanctuary City for the Unborn” – the first of its kind in MO (several cities and counties in TX have taken such action). Pro-life advocates Brian Westbrook and Mark Dickson spoke on the proposal including an appearance from the MO Attorney General’s Office at the December 18<sup>th</sup> meeting. City Legal Counsel suggested that such licensing or regulation in Missouri is reserved for the MO Legislature.

Missouri’s Constitutional Amendment 3 passed with 51.6% of the vote which affirmed “government shall not deny or infringe upon a person’s fundamental right to reproductive freedom”. The amendment legalized abortion in Missouri until “fetal viability”. It is anticipated that there will be legal challenges to Amendment 3.

At the December 16<sup>th</sup> meeting, City Council made a motion to discuss this matter at the January 6<sup>th</sup> meeting.

Discussion Needed.

VIA.I

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





**Overview:**

The ordinance aims to regulate reproductive healthcare services within the City of Rolla, focusing on maintaining high standards of health and safety. It establishes requirements for licensing, informed consent, and compliance with local, state, and federal laws, including Amendment 3 of the Missouri Constitution.

**Key Provisions:**

**1. Licensing Requirements:**

- Providers of reproductive healthcare services must be licensed medical professionals with board certification. They must submit annual self-certification affidavits confirming compliance with health and safety standards.

**2. Health and Safety Standards:**

- The ordinance mandates infection control, emergency preparedness, and compliance with state health codes for facilities providing reproductive healthcare services.

**3. Informed Consent:**

- Healthcare providers must obtain informed consent from patients before performing procedures, ensuring that patients receive information about the procedure, risks, benefits, and alternatives.

**4. Parental Involvement for Minors:**

- Requires parental notification for minors seeking abortion or contraceptives, with a judicial bypass option available in specific cases, such as abuse or neglect.

**5. Post-Viability Abortion Regulations:**

- Limits abortions after fetal viability to cases where it is necessary for the life or health of the patient. Documentation of the medical necessity is required.

**6. Born-Alive Infant Protections:**

- Provides medical care requirements for infants born alive following an attempted abortion, aligning with federal standards.

**7. Partial-Birth Abortion Ban:**

- Prohibits partial-birth abortions, consistent with existing federal law.

**8. Use of City Resources:**

- Prohibits the use of city funds, resources, or facilities for performing or facilitating abortion services, unless required by federal law.

**9. Compliance and Enforcement:**

- The ordinance adopts a complaint-driven model for enforcement, with oversight by the Community Development Department. Self-certification by providers is required annually.

**10. Legal Compliance:**

- Includes provisions to ensure compliance with federal laws such as the Affordable Care Act (ACA) and the Comstock Act. The ordinance is designed to align with Amendment 3 of the Missouri Constitution and includes severability and preemption clauses to maintain enforceability.

**Purpose:**

The ordinance seeks to standardize reproductive healthcare services, protect patient safety, and ensure informed decision-making while adhering to existing legal frameworks.

This summary focuses on the structural and procedural elements of the ordinance without leaning towards advocacy or opposition. If you need any specific sections highlighted or additional context, let me know.

Breakdown of the sections in the **Rolla Comprehensive Health and Safety Standards Ordinance** that align with existing federal laws:

**1. Born-Alive Infant Protections (Section 10):**

- **Federal Alignment:** This section aligns with the **Born-Alive Infant Protection Act of 2002** (Pub. L. 107-207), which mandates that any infant born alive after an attempted abortion must be given the same level of medical care as any other newborn of similar condition. It emphasizes legal recognition of born-alive infants as persons entitled to full medical protection.

**2. Partial-Birth Abortion Ban (Section 11):**

- **Federal Alignment:** The ordinance includes a prohibition on partial-birth abortions, consistent with the **Partial-Birth Abortion Ban Act of 2003** (18 U.S.C. § 1531). The U.S. Supreme Court upheld this law in **Gonzales v. Carhart (2007)**, establishing its constitutionality.

**3. Conscience Protections (Section 17):**

- **Federal Alignment:** This section aligns with several federal laws, including the **Church Amendments**, the **Coats-Snowe Amendment**, and the **Weldon Amendment**, which protect healthcare providers' rights to refuse participation in certain procedures based on religious or moral beliefs. It also complies with the **Affordable Care Act (ACA)** provisions that protect against discrimination while accommodating conscience rights.

**4. Compliance with the Affordable Care Act (Section 18):**

- **Federal Alignment:** The ordinance explicitly states that it will be enforced in a manner consistent with the **Affordable Care Act (ACA)**, particularly regarding mandates on healthcare coverage, emergency medical care, and non-discrimination in healthcare services. The ordinance prioritizes ACA requirements if any conflicts arise, ensuring federal law takes precedence.

**5. Federal Law Compliance – Comstock Act Enforcement (Section 14):**

- **Federal Alignment:** This section enforces the **Comstock Act**, which restricts the mailing or distribution of abortion-inducing drugs. It includes a contingency

clause to suspend enforcement if a federal court rules against the application of the Comstock Act, reflecting respect for federal court decisions.

**6. Employment and Religious Freedom Protections (Sections 16 and 17):**

- **Federal Alignment:** The ordinance's commitment to the **Religious Freedom Restoration Act (RFRA)** reflects alignment with federal protections that ensure individuals are not compelled to act against their religious beliefs unless there is a compelling government interest.

**7. Parental Involvement for Minors (Section 8):**

- **Federal Alignment:** This section references legal precedents such as **Bellotti v. Baird**, **Planned Parenthood v. Casey**, and **Ayotte v. Planned Parenthood**, which establish constitutional standards for parental involvement laws. It includes a judicial bypass mechanism to ensure that parental notification requirements do not impose an undue burden on minors seeking abortion services.

Overall, the ordinance incorporates federal standards and legal precedents, aiming to avoid conflicts with established federal laws while implementing local regulations. If you need further elaboration on any specific section or comparison with additional legal frameworks, feel free to ask.

Breakdown of the sections in the **Rolla Comprehensive Health and Safety Standards Ordinance** that align with existing Missouri state laws:

**1. Licensing and Professional Standards (Section 4):**

- **State Alignment:** This section requires all healthcare providers performing reproductive services to be licensed by the **Missouri Board of Healing Arts**. Missouri state law mandates that healthcare practitioners hold appropriate licensure and certification to practice medicine, surgery, or any specialized medical procedures.

**2. Informed Consent Requirements (Section 7):**

- **State Alignment:** The informed consent provision aligns with the **Missouri Informed Consent Law (RSMo § 188.027)**, which requires healthcare providers to inform patients about the nature of the procedure, risks, benefits, and alternatives before an abortion. The documentation requirement is consistent with state regulations mandating detailed patient records.

**3. Parental Involvement for Minors (Section 8):**

- **State Alignment:** Missouri law (RSMo § 188.028) requires parental consent for minors seeking an abortion, with a judicial bypass process for cases where parental consent is not feasible or could be detrimental (e.g., in cases of abuse). The ordinance mirrors this structure, following the state law's requirements for parental involvement and judicial bypass options.

**4. Regulation of Abortions After Fetal Viability (Section 9):**

- **State Alignment:** Missouri state law (RSMo § 188.030) restricts abortions after fetal viability unless it is necessary to preserve the life or health of the patient. The ordinance similarly limits post-viability abortions to medically necessary cases and requires detailed documentation, aligning with state restrictions.

**5. Partial-Birth Abortion Ban (Section 11):**

- **State Alignment:** Missouri law (RSMo § 188.035) prohibits partial-birth abortions except when necessary to save the life of the mother. This ordinance aligns with the state's existing ban on the procedure, reinforcing state-level prohibitions.
- 6. Born-Alive Infant Protections (Section 10):**
- **State Alignment:** Missouri law (RSMo § 188.052) includes protections for infants born alive during an abortion attempt, requiring medical care for the newborn. The ordinance reflects this state mandate, ensuring born-alive infants receive appropriate medical attention.
- 7. Conscience Protections (Section 17):**
- **State Alignment:** The ordinance's conscience protections for healthcare providers are consistent with Missouri's **Right of Conscience Law** (RSMo § 191.724), which allows providers to refuse to participate in abortion services based on moral or religious beliefs without facing discrimination or retaliation.
- 8. Use of Public Funds (Section 13):**
- **State Alignment:** Missouri law (RSMo § 188.205) prohibits the use of public funds, facilities, and employees to perform or assist with abortions except in cases where federal law mandates it. The ordinance reflects this restriction, ensuring no city funds or resources are allocated for abortion services.
- 9. Preemption Clause (Section 21):**
- **State Alignment:** The ordinance includes a preemption clause that defers to **Amendment 3 of the Missouri Constitution** in the event of any legal conflict. This aligns with state law's supremacy over local ordinances, ensuring that local regulations do not conflict with the Missouri Constitution.
- 10. Federal and State Law Compliance (Sections 14 and 18):**
- **State Alignment:** The ordinance includes general clauses to ensure compliance with both federal and state laws. It acknowledges the legal framework established by Missouri statutes and constitutional amendments, prioritizing state regulations where applicable.
- 11. Public Health and Safety Standards (Sections 5 and 6):**
- **State Alignment:** Missouri's **Department of Health and Senior Services** sets standards for infection control, emergency preparedness, and facility licensing, which the ordinance incorporates. The self-certification affidavit requirement aligns with state-level reporting and compliance verification practices.

The ordinance appears carefully crafted to align with Missouri's existing legal requirements while also taking into account recent amendments and judicial rulings. This alignment helps reduce potential legal challenges and ensures consistency with state policy objectives. If you need further details or analysis on specific sections, please let me know.

### **Alignment with Amendment 3**

1. **Compliance and Deference (Section 21 – Preemption Clause):**
  - **Alignment:** The ordinance explicitly includes a preemption clause stating that if any conflict arises, the provisions of Amendment 3 shall prevail. This shows intent to defer to state constitutional protections established by Amendment 3.
2. **Informed Consent (Section 7):**

- **Partial Alignment:** The ordinance requires informed consent, a practice consistent with general medical standards. However, Amendment 3 emphasizes that any informed consent requirements cannot create an **undue burden** or significantly hinder access to abortion services. The ordinance does not appear to include any provisions that would constitute an undue burden as defined by federal and state court precedents.
- 3. **Parental Involvement for Minors (Section 8):**
  - **Alignment with Caution:** While the ordinance requires parental notification with a judicial bypass option, Amendment 3 protects the right to reproductive healthcare, including abortion, for all individuals. The inclusion of a judicial bypass aligns with legal standards designed to prevent an undue burden, which is a key concern under Amendment 3. However, the enforcement of parental involvement laws could still face challenges if interpreted as a significant obstacle under the new constitutional framework.
- 4. **Limits on Post-Viability Abortions (Section 9):**
  - **Alignment:** The ordinance permits abortions after fetal viability only when necessary to protect the patient's life or health, which is consistent with the exceptions allowed under Amendment 3. Amendment 3 explicitly allows for regulation of abortions after viability, provided the regulations do not interfere with the life or health of the patient.
- 5. **Restrictions on Public Funding (Section 13):**
  - **Alignment:** The ordinance prohibits the use of city funds for abortion services except as required by federal law. Amendment 3 does not explicitly require public funding of abortion services, so this restriction is not inherently inconsistent with the constitutional amendment.
- 6. **Legal Protections and Enforcement (Section 14 – Comstock Act and ACA Compliance):**
  - **Alignment:** By aligning enforcement with existing federal laws and acknowledging federal court rulings, the ordinance mitigates potential legal conflicts, supporting a compliance framework that respects both federal and state constitutional protections.



Draft Only

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

**AN ORDINANCE ADDING CHAPTER 456 TO THE ROLLA, MISSOURI  
CODE OF ORDINANCES; REQUIRING COMPLIANCE WITH FEDERAL  
ABORTION LAWS; DECLARING ROLLA, MISSOURI, A  
SANCTUARY CITY FOR THE UNBORN**

**WHEREAS**, Article I, Section 2 of the Constitution of Missouri provides that all persons have a natural right to life.

**WHEREAS**, the Missouri General Assembly has passed laws recognizing that “[t]he life of each human being begins at conception,” § 1.205.1(1) RSMo, “[u]nborn children have protectable interests in life, health, and wellbeing,” § 1.205.1(2) RSMo; and that “the laws of this state shall be interpreted and construed to acknowledge on behalf of the unborn child at every stage of development, all the rights, privileges, and immunities available to other persons, citizens, and residents of this state,” § 1.205.2 RSMo.

**WHEREAS**, the Missouri General Assembly has declared the State and all of its political subdivisions to be a “sanctuary of life” that protects pregnant women and their unborn children.” *See* § 188.010, RSMo.

**WHEREAS**, the Supreme Court of the United States in *Poelker v. Doe*, 432 U.S. 519 (1977), opined that “the Constitution does not forbid a State or city, pursuant to democratic processes, from expressing a preference for normal childbirth” instead of abortion.

**WHEREAS**, federal law imposes felony criminal liability on every person who ships or receives abortion pills or abortion-related paraphernalia in interstate or foreign commerce, *see* 18 U.S.C. §§ 1461–62.

**WHEREAS**, federal law also imposes federal criminal liability on every person who performs or aids or abets a partial-birth abortion. *See* 18 U.S.C. § 1531.

**WHEREAS**, the Constitution and laws of Missouri do not and cannot secure a right, privilege or immunity to act in violation of federal criminal statutes such as 18 U.S.C. §§ 1461–62 and 18 U.S.C. § 1531.

**WHEREAS**, the so-called “fundamental right to reproductive freedom” described in Article I, Section 36 “to make and carry out decisions about all matters relating to reproductive health care” does not and cannot encompass conduct that violates federal criminal statutes such as 18 U.S.C. §§ 1461–62 and 18 U.S.C. § 1531.

**WHEREAS**, the Mayor and City Council are bound by oath to support and defend the Constitution of the United States, and the statutory provisions codified at 18 U.S.C. §§ 1461–62 and 18 U.S.C. § 1531 are the “supreme Law of the Land” under Article VI of the Constitution and must be obeyed and respected by every person

within the City of Rolla and by every judge in the state of Missouri. See U.S. Const. art. VI (“[T]he Laws of the United States . . . shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.”).

**WHEREAS**, we call upon the United States Attorneys for the District of Missouri and throughout the United States, both present and future, to investigate and prosecute all abortion providers and abortion-pill distribution networks under 18 U.S.C. §§ 1461–62.

**WHEREAS**, to preserve the safety, health, peace, good order, comfort, convenience, morals, and welfare of all inhabitants within the City of Rolla, and to ensure the federal prohibitions on the shipment of abortion pills and abortion-related paraphernalia are obeyed, the City Council finds it necessary to enact this ordinance.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of Rolla, Missouri, that the City of Rolla, Missouri, be declared to be a Sanctuary City for the Unborn—a city encouraging mothers to choose life and not abortion, while also enforcing laws to preserve the safety, health, peace, good order, comfort, convenience, morals, and welfare of all inhabitants within the City of Rolla, Missouri, both the born and the unborn, and that the Rolla, Missouri, Code of Ordinances be amended as follows:

SECTION 1: The Rolla Code is amended by adding Chapter 456 to read as follows:

## **CHAPTER 456**

### **ABORTION**

#### **§ 256.001. Definitions**

For the purpose of this chapter the following words and phrases shall have the following meanings ascribed to them respectively.

(1) “Abortion” means the act of using, prescribing, administering, procuring, or selling of any instrument, medicine, drug, or any other substance, device, or means with the purpose to terminate the pregnancy of a woman, with knowledge that the termination by any of those means will with reasonable likelihood cause the death of an unborn child. The term does not include:

(A) In vitro fertilization or fertility treatments of any type;

(B) The use, prescription, administration, procuring, or selling of Plan B, morning-after pills, intrauterine devices, or any other type of contraception or emergency contraception; or

(C) An act performed with the purpose to:



(i) Save the life or preserve the health of the unborn child;

(ii) Remove a dead unborn child caused by spontaneous abortion;  
or

(iii) Remove an ectopic pregnancy, the implantation of a fertilized egg or embryo outside of the uterus.

(2) "Interactive computer service" means any information service, system, or access software provider that provides or enables computer access by multiple users to a computer server, including specifically a service or system that provides access to the Internet and such systems operated or services offered by libraries or educational institutions.

(3) "Partial-birth abortion" means an abortion in which the person performing the abortion:

(A) deliberately and intentionally vaginally delivers a living fetus until, in the case of a head-first presentation, the entire fetal head is outside the body of the mother, or, in the case of breech presentation, any part of the fetal trunk past the navel is outside the body of the mother, for the purpose of performing an overt act that the person knows will kill the partially delivered living fetus; and

(B) performs the overt act, other than completion of delivery, that kills the partially delivered living fetus.

(3) "Woman" and "women" include any person whose biological sex is female, including any person with XX chromosomes and any person with a uterus, regardless of any gender identity that the person attempts to assert or claim.

#### **§ 456.002. Compliance With Federal Abortion Laws Required.**

(a) It shall be unlawful for any person to violate 18 U.S.C. § 1461 by using the mails for the mailing, carriage in the mails, or delivery of:

(1) Any article or thing designed, adapted, or intended for producing abortion;  
or

(2) Any article, instrument, substance, drug, medicine, or thing which is advertised or described in a manner calculated to lead another to use or apply it for producing abortion;

(b) It shall be unlawful for any person to violate 18 U.S.C. § 1462 by:

(1) using any express company or other common carrier or interactive computer service for carriage in interstate or foreign commerce of any drug, medicine, article, or thing designed, adapted, or intended for producing abortion;

(2) knowingly taking or receiving, from such express company or other common carrier or interactive computer service, any matter or thing described in subsection (b)(1).

(c) It shall be unlawful for any person to violate 18 U.S.C. § 1531 by knowingly performing a partial-birth abortion that is not necessary to save the life of a mother whose life is endangered by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused by or arising from the pregnancy itself.

(d) It shall be unlawful for any person to engage in conduct that aids or abets the violations of 18 U.S.C. § 1461 or 18 U.S.C. § 1462 described in subsection (a).

(e) Notwithstanding any other law, the requirements of this section shall be enforced exclusively through the private civil actions described in § 456.003. No direct or indirect enforcement of this section may be taken or threatened by the city of Rolla or any of its employees or agents against any person or entity, by any means whatsoever, and no violation of this section may be used to justify or trigger the enforcement of any other law or any type of adverse consequence under any other law, except as provided in § 456.003. This section does not preclude or limit the enforcement of any other law or regulation against conduct that is independently prohibited by such other law or regulation, and that would remain prohibited by such other law or regulation in the absence of this section.

#### **§ 456.003. Private Right of Action.**

(a) Any person, other than the state, its political subdivisions, including the city of Rolla, and any officer or employee or agent of a state or local governmental entity in this state, has standing to bring and may bring a civil action against any person or entity that:

(1) violates any provision of § 456.002(a), § 456.002(b), or § 456.002(c); or

(2) intends to violate any provision of section § 456.002(a), § 456.002(b), or § 456.002(c).

(b) If a claimant prevails in an action brought under this section, the court shall award:

(1) injunctive relief sufficient to prevent the defendant from violating § 456.002;

(2) nominal and compensatory damages if the plaintiff has suffered injury or harm from the defendant's conduct, including but not limited to loss of consortium and emotional distress;

(3) statutory damages in an amount of not less than \$100,000 for each violation of § 456.002(a), § 456.002(b), or § 456.002(c); and

(4) costs and reasonable attorney's fees.

(c) Notwithstanding Subsection (b), a court may not award relief under Subsection (b)(3) or (b)(4) in response to a violation of Subsection (a)(1) if the defendant demonstrates that a court has already ordered the defendant to pay the full amount of statutory damages under Subsection (b)(3) in another action for that particular violation of § 456.002.

(d) Notwithstanding any other law, a person may bring an action under this section not later than the sixth anniversary of the date the cause of action accrues.

(e) Notwithstanding any other law, the following are not a defense to an action brought under this section:

(1) ignorance or mistake of law;

(2) a defendant's belief that the requirements or provisions of this chapter are unconstitutional or were unconstitutional;

(3) a defendant's reliance on any court decision that has been vacated, reversed, or overruled on appeal or by a subsequent court, even if that court decision had not been vacated, reversed, or overruled when the cause of action accrued;

(4) a defendant's reliance on any state or federal court decision that is not binding on the court in which the action has been brought;

(5) a defendant's reliance on any federal or state statute, agency rule or action, or treaty that has been repealed, superseded, or declared invalid or unconstitutional, even if that federal or state statute, agency rule or action, or treaty had not been repealed, superseded, or declared invalid or unconstitutional when the cause of action accrued;

(6) non-mutual issue preclusion or non-mutual claim preclusion;

(7) the consent of the plaintiff or the unborn child's mother to the abortion, or the consent of one or both of the parents of the unborn child's mother to the abortion, or the consent of the legal guardian of the unborn child's mother to the abortion;

(8) contributory or comparative negligence;

(9) assumption of risk;

(10) any claim that the enforcement of this chapter or the imposition of civil liability against the defendant will violate the constitutional rights of third parties, except as provided by § 456.004.

(f) This section may not be construed to impose liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, section 8 of the Missouri Constitution.

(g) Notwithstanding any other law, neither the city of Rolla, nor any of its officers, employees, or agents, may:

(1) act in concert or participation with anyone who brings suit under this section;

(2) establish or attempt to establish any type of agency or fiduciary relationship with a person who brings suit under this section;

(3) make any attempt to control or influence a person's decision to bring suit under this section or that person's conduct of the litigation; or

(4) intervene in any action brought under this section.

This subsection does not prohibit a person or entity described by this subsection from filing an amicus curiae brief in the action, so long as that person or entity does not act in concert or participation with the plaintiff or plaintiffs who sue under this section or violate any provision of Subsection (g)(1)–(4).

(h) Notwithstanding any other law, a court may not award costs or attorneys' fees to a litigant who is sued under this section.

(i) Notwithstanding any other law, a civil action under this section may not be brought:

(1) against the woman upon whom an abortion was performed or induced or attempted to be performed or induced in violation of this chapter, or against a pregnant woman who intends or seeks to abort her unborn child in violation of this chapter;

(2) against any person or entity that performs, aids or abets, or attempts or intends to perform or aid or abet an abortion at the behest of federal agencies, contractors, or employees that are carrying out duties under federal law, if a prohibition on that abortion would violate the doctrines of preemption or intergovernmental immunity;

(3) against any common carrier that transports a pregnant woman to an abortion provider, if the common carrier is unaware that the woman intends to abort her unborn child; or

(4) by any person who impregnated a woman seeking an abortion through an act of rape, sexual assault, or incest, or by anyone who acts in concert or participation with such a person.

#### **§ 235.004. Affirmative Defenses**

(a) A defendant against whom an action is brought under § 456.003 may assert an affirmative defense to liability under this section if:

(1) the imposition of civil liability on the defendant will violate rights, privileges, or immunities secured by the Constitution or laws of the United States or by the Constitution or laws of the state of Missouri, that belong to the defendant personally; or

(2) the defendant

(A) has standing to assert the rights, privileges, or immunities of a third party under the tests for third-party standing established by the Supreme Court of the United States or the Supreme Court of Missouri; and

(B) demonstrates that the imposition of civil liability on the defendant will violate rights, privileges, or immunities secured by the Constitution or laws of the United States, or by the Constitution or laws of the state of Missouri, that belong to that third party.

(b) The defendant shall bear the burden of proving the affirmative defense in Subsection (a) by a preponderance of the evidence.

(c) Nothing in this section or chapter shall limit or preclude a defendant from asserting the unconstitutionality of any provision or application of this ordinance as a defense to liability under section § 456.003, or from asserting any other defense that might be available under any other source of law.

#### **§ 235.005. Severability**

(a) Mindful of *Leavitt v. Jane L.*, 518 U.S. 137 (1996), in which in the context of determining the severability of a state statute regulating abortion the Supreme Court of the United States held that an explicit statement of legislative intent is controlling, it is the intent of the City Council that every provision, section, subsection, sentence, clause, phrase, or word in this chapter, and every application of the provisions in this chapter to every person, group of persons, or circumstances, are severable from each other.

(b) If any application of any provision in this chapter to any person, group of persons, or circumstances is found by any court to be invalid, preempted, or unconstitutional, for any reason whatsoever, then the remaining applications of that provision to all other persons and circumstances shall be severed and preserved, and shall remain in effect. All constitutionally valid applications of the provisions in this chapter shall be severed from any applications that a court finds to be invalid, preempted, or unconstitutional, because it is the City Council's intent and priority that every single valid application of every provision in this chapter be allowed to stand alone.

(c) The City Council further declares that it would have enacted this chapter, and each provision, section, subsection, sentence, clause, phrase, or word, and all constitutional applications of the provisions of this chapter, irrespective of the fact

that any provision, section, subsection, sentence, clause, phrase, or word, or applications of this chapter were to be declared invalid, preempted, or unconstitutional.

(d) If any provision of this chapter is found by any court to be unconstitutionally vague, then the applications of that provision that do not present constitutional vagueness problems shall be severed and remain in force, consistent with the severability requirements of Subsections (a), (b), and (c).

(e) No court may decline to enforce the severability requirements of Subsections (a), (b), (c), and (d) on the ground that severance would "rewrite" the ordinance or involve the court in legislative or lawmaking activity. A court that declines to enforce or enjoins a state or local official from enforcing a statute or ordinance is never rewriting the underlying law or engaging in legislative or lawmaking activity, as the statute or ordinance continues to contain the same words as before the court's decision. A judicial injunction or declaration of unconstitutionality:

(1) is nothing more than an edict prohibiting enforcement that may subsequently be vacated by a later court if that court has a different understanding of the requirements of the Missouri Constitution or United States Constitution;

(2) is not a formal amendment of the language in a statute or ordinance; and

(3) no more rewrites a statute or ordinance than a decision by the executive not to enforce a duly enacted statute in a limited and defined set of circumstances.

(f) If any court, including any state or federal court, disregards any of the severability requirements in Subsections (a), (b), (c), (d), or (e), and declares or finds any provision of this chapter facially invalid, preempted, or unconstitutional, when there are discrete applications of that provision can be enforced against a person, group of persons, or circumstances without violating federal or state law or the federal or state constitutions, then that provision shall be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application will not violate federal or state law or the federal or state constitutions, and every court shall adopt this saving construction of that provision until the court ruling that pronounced the provision facially invalid, preempted, or unconstitutional is vacated or overruled.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_ ayes, \_\_\_\_ nays, and \_\_\_\_ abstains.

APPROVED:

By: \_\_\_\_\_

**188.010. Intent of general assembly.** — In recognition that Almighty God is the author of life, that all men and women are "endowed by their Creator with certain unalienable Rights, that among these are Life", and that Article I, Section 2 of the Constitution of Missouri provides that all persons have a natural right to life, it is the intention of the general assembly of the state of Missouri to:

- (1) Defend the right to life of all humans, born and unborn;
- (2) Declare that the state and all of its political subdivisions are a "sanctuary of life" that protects pregnant women and their unborn children; and
- (3) Regulate abortion to the full extent permitted by the Constitution of the United States, decisions of the United States Supreme Court, and federal statutes.

**188.125. Alternatives to abortion agency, intent to acknowledge certain right of — state preemption, when — actions to enforce, authorized relief — definitions. —**

*Partial.....*

2. A political subdivision of this state is preempted from enacting, adopting, maintaining, or enforcing any order, ordinance, rule, regulation, policy, or other similar measure that prohibits, restricts, limits, controls, directs, interferes with, or otherwise adversely affects an alternatives to abortion agency or its officers', agents', employees', or volunteers' operations or speech including, but not limited to, counseling, referrals, or education of, advertising or information to, or other communications with, clients, patients, other persons, or the public.

*Partial.....*

4. A political subdivision of this state is preempted from enacting, adopting, maintaining, or enforcing any order, ordinance, rule, regulation, policy, or other similar measure that has the purpose or effect of requiring a person to directly or indirectly participate in abortion if such participation is contrary to the religious beliefs or moral convictions of such person.

5. A political subdivision of this state is preempted from enacting, adopting, maintaining, or enforcing any order, ordinance, rule, regulation, policy, or other similar measure requiring a real estate broker, real estate salesperson, real estate broker-salesperson, appraisal firm, appraiser, as such terms are defined in chapter 339, a property owner, or any other person to buy, sell, exchange, purchase, rent, lease, advertise for, or otherwise conduct real estate transactions for, to, or with an abortion facility or for, to, or with a person for the purpose of performing or inducing an abortion not necessary to save the life of the mother, if such requirement is contrary to the religious beliefs or moral convictions of such real estate broker, real estate salesperson, real estate broker-salesperson, appraisal firm, appraiser, property owner, or other person.

6. A political subdivision of this state is preempted from enacting, adopting, maintaining, or enforcing any order, ordinance, rule, regulation, policy, or other similar measure requiring an employer, employee, health plan provider, health plan sponsor...





# MITCHELL LAW

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(512) 686-3941 fax  
jonathan@mitchell.law

November 18, 2024

Mayor and City Council of Rolla, Missouri  
City of Rolla, Missouri  
901 North Elm Street  
Rolla, MO 65401

## PRIVILEGED AND CONFIDENTIAL

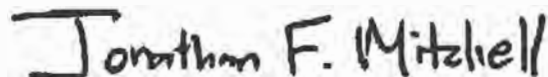
Mayor and City Council of Rolla, Missouri:

I understand that the City of Rolla, Missouri, is considering whether to enact an ordinance declaring the City of Rolla a sanctuary city for the unborn, an ordinance similar to those passed in over seventy jurisdictions throughout the United States.

I commit to you that Mitchell Law PLLC will represent the City of Rolla, at no cost to the city or its taxpayers, in any litigation that results from a decision to enact this ordinance supported by Mark Lee Dickson.

Please do not hesitate to call or email me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jonathan F. Mitchell". The signature is written in a cursive, slightly stylized font.

Jonathan F. Mitchell  
Mitchell Law PLLC



***MARK LEE DICKSON: Founder of the Sanctuary Cities for the Unborn Initiative***

Mark Lee Dickson serves as a Director with Right to Life of East Texas and the founder of the Sanctuary Cities for the Unborn initiative. Mark Lee Dickson is a God-fearing, Texas born and raised, pro-life activist who fights for the rights of all human beings from conception till natural death. Dickson and his pro-life activism seeking to defend the lives of the unborn and those who are medically vulnerable in hospitals has been featured in various news outlets across the world. Dickson is, perhaps, best known for leading 69 cities and 8 counties across the United States in the passing of enforceable ordinances outlawing abortion within their city limits. According to the Washington Times, Dickson may also be the first to have been sued in a defamation lawsuit by the abortion industry for calling abortion murder. In February 2023, the Supreme Court of Texas sided in Dickson's favor. Dickson was also the only non-government actor named as a defendant in the federal lawsuit regarding the Texas Heartbeat Act which was heard before the Supreme Court of the United States. In December 2021, all nine Justices agreed the case against Dickson should be dismissed. Dickson and his accomplishments have been featured in several books, including: *The Story of Abortion in America: A Street-Level History 1652–2022* by Marvin Olasky and Leah Savas, published by Crossway (2023), *Roe: The History of a National Obsession* by Mary Ziegler published by Yale University Press (2023), *Inspired Stories: 50 Years of Answered Prayer* compiled by John Beckett and Dave Kubal, published by Intercessors for America (2023), and *Roe v. Dobbs: The Past, Present, and Future of a Constitutional Right to Abortion* edited by Lee C. Bollinger and Geoffrey R. Stone, published by Oxford University Press (2024).

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***JONATHAN F. MITCHELL: Former Solicitor General of the State of Texas***

Jonathan F. Mitchell is Principal at Mitchell Law PLLC. He received his law degree with high honors from the University of Chicago Law School, where he was an articles editor of The University of Chicago Law Review and a member of the Order of the Coif. After graduating from law school, Mr. Mitchell clerked for Judge J. Michael Luttig of the U.S. Court of Appeals for the Fourth Circuit and for Justice Antonin Scalia of the Supreme Court of the United States. He then served as an Attorney-Adviser in the Office of Legal Counsel of the United States Department of Justice from 2003 through 2006. After leaving the Department of Justice, Mr. Mitchell served as a Visiting Researcher at Georgetown University Law Center, a Visiting Assistant Professor at the University of Chicago Law School from 2006 through 2008, and an Assistant Professor of Law at George Mason University from 2008 through 2010. In 2010, Mr. Mitchell was appointed Solicitor General of Texas, a position he held until January 2015. After leaving the Texas Solicitor General's office, Mr. Mitchell served as the Searle Visiting Professor of Law at the University of Texas School of Law before joining the Hoover Institution as a Visiting Fellow from 2015 to 2016. Mr. Mitchell also served as a Visiting Professor of Law at Stanford Law School before opening his own law firm in 2018. Mr. Mitchell has published numerous works of scholarship in top-10 law journals, and he has written articles on textualism, national-security law, criminal law and procedure, judicial review and judicial federalism, and the legality of stare decisis in constitutional adjudication. Mr. Mitchell has argued five times before the Supreme Court of the United States, and more than 20 times in the federal courts of appeals. He has also argued before Supreme Court of Texas and in numerous trial courts. Mr. Mitchell has authored the principal merits brief in eight Supreme Court cases, and has written and submitted more than 20 amicus curiae briefs in the Supreme Court. Mr. Mitchell devised the novel enforcement mechanism in the Texas Heartbeat Act, also known as Senate Bill 8, which avoids pre-enforcement judicial review by prohibiting government officials from enforcing the statute and empowering private citizens to bring lawsuits against those who violate it. This produced an end-run around *Roe v. Wade* and allowed Texas and other states to impose pre-viability abortion bans despite the continued existence of *Roe*.



**SANCTUARY CITIES  
FOR THE UNBORN**

**CITIES WHICH HAVE PASSED ORDINANCES  
PROHIBITING ABORTION IN THE U.S. (04-22-24)**

	CITY	POP.	DATE		CITY	POP.	DATE
01.	Waskom, TX	2,190	06-11-19	28.	Poynor, TX	314	05-11-21
02.	Omaha, TX *	1,021	09-09-19	29.	Lebanon, OH	20,529	05-25-21
03.	Naples, TX	1,378	09-09-19	30.	Levelland, TX	14,582	06-07-21
04.	Joaquin, TX	850	09-17-19	31.	Sundown, TX	1,397	06-08-21
05.	Tenaha, TX	1,160	09-23-19	32.	Sterling City, TX	888	06-21-21
06.	Gilmer, TX ~	5,216	09-24-19	33.	Centerville, TX	892	07-07-21
07.	Westbrook, TX	312	11-18-19	34.	Eastland, TX	3,970	08-04-21
08.	Rusk, TX	5,618	01-09-20	35.	Leona, TX	175	08-09-21
09.	Colorado City, TX	4,146	01-14-20	36.	Crawford, TX	733	08-10-21
10.	Gary, TX	311	01-16-20	37.	Brownsboro, TX	1,036	08-16-21
11.	Big Spring, TX ~	28,862	01-28-20	38.	Impact, TX	20	09-11-21
12.	Wells, TX	769	02-10-20	39.	Nazareth, TX	311	10-05-21
13.	Whiteface, TX	449	03-12-20	40.	Cisco, TX +	3,913	10-12-21
14.	East Mountain, TX	797	07-20-20	41.	Mason, OH *	34,792	10-25-21
15.	New Home, TX	320	09-29-20	42.	Anson, TX	2,556	11-08-21
16.	Morton, TX	2,006	10-12-20	43.	Slaton, TX +	6,235	12-13-21
17.	Ackerly, TX	251	12-01-20	44.	Jewett, TX	1,250	02-15-22
18.	Grapeland, TX	1,489	01-25-21	45.	Shallowater, TX	2,613	03-22-22
19.	Goldsmith, TX	257	02-10-21	46.	Pollock, LA	473	03-23-22
20.	Carbon, TX	348	02-22-21	47.	Lindale, TX	6,730	03-24-22
21.	Gorman, TX	1,083	03-04-21	48.	Marquez, TX	313	04-20-22
22.	Murchison, TX	606	03-09-21	49.	Willey, IA	101	05-02-22
23.	Latexo, TX	322	03-15-21	50.	Normangee, TX	778	05-19-22
24.	Hayes Center, NE	288	04-06-21	51.	Stapleton, NE	305	08-10-22
25.	Blue Hill, NE	941	04-13-21	52.	Hobbs, NM © ^	41,604	11-07-22
26.	Lubbock, TX	264,000	05-01-21	53.	Athens, TX +	13,121	11-08-22
27.	Abernathy, TX	2,839	05-10-21	54.	Abilene, TX +	124,407	11-08-22

CONTINUED ON OPPOSITE SIDE . . .

	CITY	POP.	DATE		CITY	POP.	DATE
55.	Arnold, NE	597	11-08-22	63.	Clovis, NM © ^	38,567	01-05-23
56.	Paxton, NE	523	11-08-22	64.	Little River-Academy, TX © ++	2,048	01-12-23
57.	Brady, NE	428	11-08-22	65.	Eunice, NM © ^	3,026	01-23-23
58.	Hershey, NE	665	11-08-22	66.	Edgewood, NM © ^	6,154	04-26-23
59.	Wallace, NE	366	11-08-22	67.	Danville, Illinois © ^	28,787	05-02-23
60.	San Angelo, TX +	101,612	11-08-22	68.	Midlothian, Texas	38,635	02-27-24
61.	Plainview, TX +	22,343	11-08-22	69.	Muenster, Texas ~ ++ ©	1,556	04-08-24
62.	Odessa, TX © ++	125,413	12-13-22				

## COUNTIES PROHIBITING ABORTION IN THE U.S. (04-22-24)

	COUNTY	POP.	DATE	COVERAGE	POP. COVERED
01.	Lea County, NM © ^	76,432	12-08-22	Unincorporated	16,853
02.	Roosevelt County, NM © ^	19,019	1-10-23	Unincorporated	6,550
03.	Mitchell County, TX © ++	9,070	7-14-23	Unincorporated	3,766
04.	Goliad County, TX © ++	7,012	8-28-23	Unincorporated	5,392
05.	Cochran County, TX © ++	2,547	9-28-23	Unincorporated	42
06.	Lubbock County, TX © ++	317,561	10-23-23	Unincorporated	30,127
07.	Dawson County, TX © ++	12,130	12-18-23	Unincorporated	3,422
08.	Jack County, TX © ++	8,875	04-22-24	Unincorporated	4,082

\* Two cities recanted their ordinances: The Omaha, TX City Council repealed their ordinance in exchange for a non-binding resolution on 10-14-19, after the ACLU filed an open records request. The Mason, OH City Council repealed their ordinance on 12-13-21 after new leadership was elected to city council in the 11-02-21 election.

~ Instead of designating their city as a "Sanctuary City for the Unborn," three cities have designated themselves as a "Safe Haven for the Unborn." Those three cities are: Gilmer, Big Spring, and Muenster, Texas.

© Eight cities and eight counties, across three states, have passed "sanctuary cities for the unborn" ordinances which include the Comstock Act found in 18 U.S.C. §§ 1461-1462.

^ Five cities and three counties have passed "sanctuary cities for the unborn" ordinances which do not explicitly outlaw abortion, but are considered *de-facto* abortion bans since the ordinances result in the same effect. The ordinances arrive at this same effect by requiring compliance with federal laws on abortion, specifically 18 U.S.C. §§ 1461-1462. The ordinance passed in Danville, IL is a *de facto* ban, but contains a delayed enforcement date.

+, ++ Nine cities and six counties contain provisions in their ordinances prohibiting abortion trafficking. While all cities with a plus sign contains a provision prohibiting the abortion trafficking of residents of their community, cities and counties with two plus signs prohibit the abortion trafficking of anyone passing through their community.

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator, John Butz 

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Website Services - Revize

TOTAL BUDGET APPROPRIATION: \$25,000

DATE: January 6, 2025

\*\*\*\*\*

COMMENTARY:

The City of Rolla developed and maintained our own website since 2002. We are excited to undergo a complete replacement of that website (including mobile app) in 2025 using ARPA funds to enhance community relations and communications. Council awarded website services to Revize at the 12/16/24 Council meeting after a formal RFP process in which 19 firms responded.

Revize works with dozens of municipalities across Missouri and does a great job of customizing and designing a clean website that is easy to navigate and edit. It's projected to take 5-6 months for the new website to go live.

Recommendation: Motion to approve the Resolution authorizing the Mayor to execute the Agreement with Revize.

VI.B.1

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

—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT FOR WEBSITE SERVICES WITH REVIZE

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

**Section 1:** That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Contract for website services between Revize and the City of Rolla, Missouri, a copy of said contract being attached hereto and marked Exhibit A.

**Section 2:** That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6<sup>th</sup> DAY OF JANUARY 2025.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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



## Revize Web Services Sales Agreement

This Sales Agreement is between City of Rolla, Missouri ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 12-30-2024

<b>CLIENT INFORMATION:</b>	<b>REVIZE LLC:</b>
Company Name: <u>City of Rolla</u>	Revize Software Systems
Company Address: <u>901 North Elm Street</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Rolla, MO 65401</u>	Troy, MI 48084
Contact Name: <u>Rob Hribar 573.426.6989</u>	248-269-9263
Billing Dept. Contact: <u>rhribar@rollacity.org</u>	
CLIENT Website Address: <u>www.rollacity.gov</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee:	\$500.00
1	Phase 2 – Design Mockups/Wireframes, onetime fee: <ul style="list-style-type: none"> <li>1 mockup with 3 rounds of changes</li> <li>Home page template and inner page design and layout.</li> <li>Includes Responsive Web Design</li> </ul>	\$2,500.00
1	Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: <ul style="list-style-type: none"> <li>Set-up all CMS modules listed in this agreement</li> <li>Integration with all 3rd party web applications</li> </ul>	\$3,300.00
1	Phase 5 – Quality Assurance Testing and Custom Development, onetime fee:	\$600.00
1	Phase 6 – Sitemap Development & Content Migration, onetime fee: <ul style="list-style-type: none"> <li>Site map development and content migration from old website including spell checking and style corrections – up to 400 webpages &amp; documents</li> </ul>	\$1,900.00
1	Phase 7 –Content Editing Training, onetime fee:	Included
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 20GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$3,400.00
1	<b>Grand Total First Year</b>	<b>\$12,200.00</b>

**Payment Schedule**

Payment Amount	Payment Date	Includes
\$ 9,150.00	1/15/2025	75% 1 <sup>st</sup> Year Project Costs
\$ 3,050.00	4/15/2025	25% 1 <sup>st</sup> Year Project Costs
\$ 3,400.00	1/15/2026	Year 2 of Annual Hosting & Maintenance
\$ 3,400.00	1/15/2027	Year 3 of Annual Hosting & Maintenance
\$ 3,400.00	1/15/2028	Year 4 of Annual Hosting & Maintenance

**AGREED TO BY:**

**CLIENT**

**REVIZE**

**Signature of Authorized Person:**

\_\_\_\_\_

\_\_\_\_\_

**Name of Authorized Person:**

\_\_\_\_\_

**Thomas Jean**

**Title of Authorized Person**

\_\_\_\_\_

**Project Manager**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

**Terms:**

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
  - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
  - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
  - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Four-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. Revize requires a 60-day written termination notice in advance before the next annual renewal date

## **Project Timeline Statement of Understanding**

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

## **Enterprise Revize CMS License**

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

## **Revize will integrate the following web applications into your website**

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

### **Citizen's Communication Center Apps**

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

### **Citizen's Engagement Center Apps**

- Citizen Request Center with Captcha
- Curated "Smart Search"
- Online Bill Pay
- RSS Feed

### **Staff Productivity Apps**

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

### **Site Administration and Security Features**

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

### **Mobile Device and Accessibility Features**

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)



The Government Website Experts

# WEBSITE PROPOSAL FOR The City of Rolla, Missouri

**Revize is a Minority Business Enterprise (MBE)**

Prepared by Thomas J. Jean

Thomas.Jean@revize.com

150 Kirts Blvd. Troy, MI 48084

Ph: 248-269-9263 x8035 Fax: 866-346-8880

www.revize.com July 8, 2024

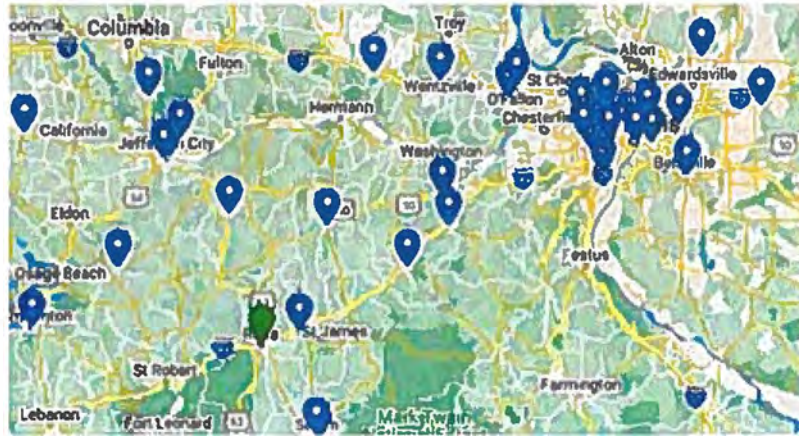


# Table of Contents

<b>Revize Missouri Clients!</b>	<b>3</b>
<b>Revize Clients!</b>	<b>4</b>
<b>Company Profile</b>	<b>9</b>
<b>Government Project Experience</b>	<b>11</b>
<b>Government Account References</b>	<b>20</b>
<b>Project Planning and Setup</b>	<b>26</b>
<b>Timeline</b>	<b>28</b>
<b>Phase 1: Initial Meeting, Communication Strategy, SOW</b>	<b>29</b>
<b>Phase 2: Discovery &amp; Design</b>	<b>29</b>
<b>Phase 3: Template Development, CMS Integration</b>	<b>35</b>
<b>Phase 4: CMS Modules Setup</b>	<b>35</b>
<b>Phase 5: Custom Functionality Development &amp; QA Testing</b>	<b>35</b>
<b>Phase 6: Content Development / Content Migration</b>	<b>36</b>
<b>Phase 7: Training Your Staff (in-person or web based training)</b>	<b>36</b>
<b>Phase 8: Final Phase: You Go Live!</b>	<b>39</b>
<b>Revize Cloud Hosting, Disaster Recovery, &amp; Security</b>	<b>40</b>
<b>Revize AI ChatBot</b>	<b>47</b>
<b>Revize Project Team</b>	<b>48</b>
<b>Revize Quote</b>	<b>54</b>
<b>Payment Options</b>	<b>55</b>
<b>Included Features</b>	<b>56</b>



## Revize Missouri Clients!



- Glendale, MO [www.glendalemo.org](http://www.glendalemo.org)
- Jefferson, MO [www.jeffersoncitymo.gov](http://www.jeffersoncitymo.gov)
- Maryland Heights, MO [www.marylandheights.com](http://www.marylandheights.com)
- Miner, MO [www.cityofminer.com](http://www.cityofminer.com)
- Mississippi County, MO [www.misscomo.net](http://www.misscomo.net)
- Monett, MO [www.cityofmonett.com](http://www.cityofmonett.com)
- Owensville, MO [www.cityofowensville.com](http://www.cityofowensville.com)
- Richmond Heights, MO [www.richmondheights.org](http://www.richmondheights.org)
- Riverside, MO [www.riversidemo.gov](http://www.riversidemo.gov)
- Salem, MO [www.salemмо.com](http://www.salemмо.com)
- Sikeston, MO [www.sikeston.org](http://www.sikeston.org)
- St. James, MO [www.stjamesmo.org](http://www.stjamesmo.org)
- Sugar Creek, MO [www.sugar-creek.mo.us](http://www.sugar-creek.mo.us)
- Weston, MO [www.westonmo.us](http://www.westonmo.us)
- And Many More!

## Revize Clients!

- Clark County, NV [www.clarkcountynv.gov](http://www.clarkcountynv.gov)
- Des Moines, IA [www.dsm.city](http://www.dsm.city)
- Eagle County, CO [www.eaglecounty.us](http://www.eaglecounty.us)
- Glencoe, IL [www.villageofglencoe.org](http://www.villageofglencoe.org)
- Golden, CO [www.cityofgolden.gov](http://www.cityofgolden.gov)
- Largo, FL [www.largo.com](http://www.largo.com)
- Myrtle Beach, SC [www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)
- New Bern, NC [www.newbern-nc.org](http://www.newbern-nc.org)
- Olympia, WA [www.olympiawa.gov](http://www.olympiawa.gov)
- St. Petersburg, FL [www.stpete.org](http://www.stpete.org)
- Troy, MI [www.troymi.gov](http://www.troymi.gov)
- And Many More!

### Colleen Roberts, New Bern, NC - Public Information Officer

"Revize is a beehive of creative thinkers who are interested in putting your organization's communication objectives front and center. They're extremely easy to work with and they're engaged every step of the way. Before, during and after Revize did our site build, they were super responsive any time we had questions or concerns. & they're always open to new ideas too. We couldn't be happier!"



## Revize Government Websites Proposal

Dear City of Rolla Website Selection Committee

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- City of Largo, FL [www.largo.com](http://www.largo.com)
- New Bern, NC [www.newbern-nc.org](http://www.newbern-nc.org)
- City of San Carlos, CA [www.cityofsanarlos.org](http://www.cityofsanarlos.org)
- City of St. Petersburg, FL [www.stpete.org](http://www.stpete.org)
- City of Des Moines, IA [www.dsm.city](http://www.dsm.city)
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

**Government clients select Revize because we can help them**

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

---

**“Revize Websites build engagement  
with your constituents.”**

---

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,



Thomas J. Jean  
Project Manager  
248-269-9263 x8035  
[Thomas.Jean@revize.com](mailto:Thomas.Jean@revize.com)

# Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly.

In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

## About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

## Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.



## Revize Government Websites Proposal

Here you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

### Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

### Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.

#### Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!



## Company Profile

**FOUNDED**

1995

**HEADQUARTERS**

150 Kirts Blvd.  
Troy, MI 48084

**PHONE**

248-269-9263

**WEB SITE**

[www.revize.com](http://www.revize.com)

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 3,000 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

---

**"The empowerment of people  
through simplified information  
management technologies."**

---

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many

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municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information - ensuring that the right people always have the right information at the right time.

---

“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”

---



**Did you know?**

Revize has won national awards for our websites!

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# Timeline

Phase	Duration
Phase 1: Kickoff Meeting and Discovery/Project Planning	1 Week
Phase 2: Design Mockups/Wireframes	6 Weeks
Phase 3: HTML Template Development	2-4 Weeks
Phase 4: CMS Integration & Module Setup	5-6 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	3 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	5-6 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	1-3 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	21-27 Weeks

**revize**  
The Government Website E



## Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:     Darin Pryor**

**ACTION REQUESTED:     Motion / First Reading**

**ITEM/SUBJECT:           18<sup>th</sup> St./Bardsley/Old St. James Road Intersection ROW**

**BUDGET APPROPRIATION (IF APPLICABLE) - \$430,000           DATE: 01-06-25**

\*\*\*\*\*

**COMMENTARY:**

In 2021 the Lochmueller Group completed a traffic study for the 18<sup>th</sup> Street / Bardsley / Old St. James Road Intersection. The executive summary of that study is included in your packet. The recommendation from that study was to install a single lane roundabout at the intersection. That study included preliminary engineering on the roundabout.

Staff is proposing to engage an engineering consultant to continue design on this intersection and prepare plans that would be detailed enough to determine the needed right-of-way for the roundabout. Right-of-way engineering is included in the current budget (\$230K). Funds for right-of-way purchases and construction are not. Our plan would be to begin the process of obtaining the necessary right-of-way for the future project next budget year. We would monitor the performance of the existing intersection and program funds for construction at a later date.

Staff scored 5 consultants based on qualifications and selected the Lochmueller Group to completed the design of the roundabout at the 18<sup>th</sup> Street / Bardsley / Old St. James Road Intersection. Staff is requesting a motion to award the design contract to the Lochmueller Group Inc. and the first reading of the ordinance authorizing the Mayor to enter into a the contract with the Lochmueller Group Inc. for \$211,400.00.

**Consultants Scored  
CFS Engineers – Jefferson City  
Archer-Elgin – Rolla  
Olsson – Springfield  
Lochmueller Group – St. Louis  
Cochran Engineering - Fenton**

**ITEM NO.   v1.C.1**

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AMENDMENT NO.1 BETWEEN THE CITY OF ROLLA, MISSOURI AND THE LOCHMUELLER GROUP FOR PROFESSIONAL SERVICES FOR INTERSECTION IMPROVEMENTS 18<sup>TH</sup>/OLD ST JAMES/BARDSLEY, PROJECT NUMBER 528.

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 Amendment No. 1 between the City of Rolla, Missouri and The Lochmueller Group. for professional services for Intersection Improvements 18th/Old St. James/Bardsley, Project Number 528, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20TH DAY OF JANUARY 2025.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

VI.C.2



## AMENDMENT NO. 1

THIS **AMENDMENT NO. 1** IS MADE AND ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_, 2024 BY AND BETWEEN **CITY OF ROLLA**, HEREINAFTER REFERRED TO AS "**CLIENT**" AND **LOCHMUELLER GROUP, INC.** HEREINAFTER REFERRED TO AS "**CONSULTANT**".

### W I T N E S S E T H

WHEREAS, **CLIENT** and **CONSULTANT** did on November 4, 2020 to provide services for the E 18th Street at Old St James Road/Bardsley Road Intersection Improvements, and

WHEREAS, management and coordination services to assist **CLIENT** in planning and executing relocation of utilities and coordination with the railroad for work performed on their right-of-way have been requested, and

WHEREAS, **CLIENT** desires the **CONSULTANT** to provide the services, and

WHEREAS, the **CONSULTANT** has expressed an interest in providing the additional required services, and

WHEREAS, in order for the **CONSULTANT** to provide the additional services, it is necessary to amend the original **AGREEMENT**, and

NOW, THEREFORE, it is agreed by and between both parties that the original **AGREEMENT** be amended as follows:

**I. Items 4.11, 4.12, and 4.13 of Appendix "A" are added as follows:**

- 4.11 Utility easement development, negotiation assistance, or any other work directly to a utility that is not owned by the City of Rolla, Missouri.
- 4.12 Draft or review any legal document (easement, railroad agreement, utility relocation agreements, etc.) for legal adequacy. The utility owners, the railroad, and the City's legal counsel should review and approve these documents.
- 4.13 Design the utility's relocation.

**II. Item 5.0 Right-of-Way Plans of Appendix "A" is added as follows:**

**5.0 RIGHT-OF-WAY PLANS**

- 5.1 Prepare two (2) right-of-way plan sheets for use in right-of-way negotiations and incorporation into the final plans.
- 5.2 Prepare up to nine (9) right-of-way exhibits (not for use in recording of easements) for use in right-of-way negotiations.
- 5.3 Prepare up to nine (9) plats for easement and right-of-way recording.



399 South Spring Avenue, Suite 208B, St. Louis, MO 63110

**III. Item 6.0 Additional Utility Coordination of Appendix "A" is added as follows:**

**6.0 ADDITIONAL UTILITY COORDINATION**

**6.1 Project Utility Meetings**

- 6.1.1 Host an initial kick-off meeting with **CLIENT** staff to outline goals and discuss possible complications or unique challenges anticipated during the utility coordination.
- 6.1.2 Research each utility within the project area, and prepare plans for submission to the utility owners identifying each utility within the plans to assist the utility company in identifying their potentially conflicting facility.
- 6.1.3 Create and maintain the master utility coordination database to document utility submittals and correspondences.
- 6.1.4 Prepare and distribute correspondences with the utility companies using a four (4) part coordination protocol: 1) initial correspondence to put the utility owners on notice this project is in planning, 2) a correspondence requesting utility facilities verification, 3) a correspondence indicating known conflicts with the utilities and requesting verification of no other known conflicts, and 4) correspondence documenting relocation plan development and implementation.
- 6.1.5 Develop a utility risk assessment to identify utility conflicts, their magnitude, and solutions to avoid or remedy the conflict.
- 6.1.6 Prepare minutes from coordination meetings and monthly progress reports to submit **CLIENT** staff during the coordination effort.
- 6.1.7 Prepare exhibits as needed for use in coordination meetings.
- 6.1.8 Prepare for and attend one preliminary field visit to determine existing conditions.
- 6.1.9 Prepare for and attend up to four (4) coordination team meetings.
- 6.1.10 Prepare for and attend up to eight (8) meetings with utility owners to resolve conflicts in relocating a utility.
- 6.1.11 Prepare for and attend a final field visit to ensure utilities have been relocated as planned.
- 6.1.12 Coordinate with the railroad to inform them of utility relocation work within the railroad right-of-way. Facilitate discussions

V.I.C.4



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between the utility owner and the railroad as needed to minimize delay in processing the utility owner's work with the railroad.

6.2 Utility / Design Integration

6.2.1 Coordinate and collect records from the utilities to ensure proper documentation of the efforts.

6.2.2 Update the 30% design to incorporate utility relocations performed by the utility companies.

6.2.3 Prepare utility relocation plans sheets indicating the utility to be relocated by the utility owner during construction, for any utility that is not relocated prior to the project letting.

6.2.4 Coordinate Subsurface Utility Engineering (SUE) work performed by others.

6.2.5 Develop, maintain, and update a utility conflict matrix.

6.2.6 Consider and/or develop and coordinate possible design alternatives in an effort to minimize utility impacts.

6.3 Receive and Review Utility Relocation Documentation

6.3.1 Facilitate and coordinate the exchange of relocation agreements between a utility owner and **CLIENT**, for any relocation agreement that will be needed.

6.3.2 Review utility relocation plans prepare by others and coordinate this review with **CLIENT**.

6.3.3 Review utility work plans prepare by others and coordinate this review with **CLIENT**.

6.3.4 Develop a utility relocation schedule and manage the master relocation plan.

6.4 Utility Relocation Phase Coordination

6.4.1 Issue notices to proceed to utility owners authorizing them to commence relocation efforts.

6.4.2 Coordinate with the utility owners to monitor and record their progress during the relocation effort.

6.4.3 Prepare for and attend relocation progress meetings during the relocation construction.

6.5 Railroad Coordination

6.5.1 Assemble and prepare improvement plans/exhibits for presentation to BNSF Railway.

6.5.2 Create and maintain a database for railroad files and records.



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- 6.5.3 Initiate coordination with BNSF Railway and prepare correspondence, as necessary
  - 6.5.4 Develop and coordinate with **CLIENT** a risk assessment database.
  - 6.5.5 Prepare and distribute meeting minutes and progress reports to **CLIENT**.
  - 6.5.6 Prepare for and attend a preliminary field visit and possible meeting with BNSF Railway staff.
  - 6.5.7 Prepare for and attend internal team meetings.
  - 6.5.8 Meet with BNSF Railway staff, as necessary.
  - 6.5.9 Update the design, as necessary, to accommodate the railroad's reasonable requests.
  - 6.5.10 Review railroad agreements and coordinate with **CLIENT** and/or **CLIENT** Attorney.
  - 6.5.11 Prepare for and attend a final field visit to document the improvements constructed on the railroad right-of-way.
  - 6.6 Perform Quality control (QC) and quality assurance (QA) through the coordination effort to ensure quality services to **CLIENT**.
- IV. **Items 4.0, 5.0 and 6.0 of Appendix "B" are added as follows:**
- 4.0 The **CLIENT**'s legal counsel will review and approve any legal documents (easement, railroad agreement, utility relocation agreements, etc.).
  - 5.0 **CLIENT** will negotiate with BNSF Railway for any necessary agreements.
  - 6.0 **CLIENT** will provide payment to BNSF Railway for railroad preliminary engineering services, agreements, or application fees.
- V. **Schedule of Appendix "C" is modified as follows:**
- CONSULTANT shall promptly commence Services upon receipt of a written notice to proceed and shall complete the Services in accordance with the schedule mutually agreed upon by both parties for Items 1.0, 2.0, and 3.0.

CONSULTANT shall promptly commence Services upon receipt of a written notice to proceed and shall complete the Services in accordance with the schedule below for Items 5.0 and 6.0.





Right-of-Way Plans /

Utility Coordination / Railroad Coordination

STATUS	CITY OF ROLLA, MISSOURI 18TH STREET INTERSECTION IMPROVEMENTS RIGHT-OF-WAY, UTILITY, AND RAILROAD COORDINATION			
	Activity Description	MM/DD/YYYY	MM/DD/YYYY	Months
	Notice to Proceed	2/1/2025	2/1/2025	1
	Right-of-Way Plans and Easements	3/15/2025	3/31/2025	2
	Utility Coordination			
	Prepare Coordination Database and Support Structure	2/1/2025	2/15/2025	1
	Initial Communication with Utilities	2/15/2025	2/28/2025	1
	Coordination of Utility's Relocation Planning	3/1/2025	5/1/2025	5
	Integration of Utility Relocation into Design Plans	6/1/2025	8/15/2025	3
	Coordination with Utilities during Relocation of Utilities	8/1/2025	12/31/2025	3
	Railroad Coordination			
	Prepare Coordination Database and Support Structure	2/1/2025	2/1/2025	1
	Initial Communication with Railroad		6/1/2025	6
	Coordination of Intersection Design and Utility Relocation with Railroad		12/31/2025	12
	Coordinate Railroad Agreement	8/1/2025	12/31/2025	5

**VI. 1.0 Amount of Payment of Appendix "D" is hereby deleted in its entirety and hereby replaced in its entirety with the following:**

**1.0 Amount of Payment**

- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix "A" of this Agreement an amount not to exceed Three Hundred Six Thousand Four Hundred Dollars (\$306,400.00), unless a modification to this Agreement is made in writing by both parties.
- 1.2 The CONSULTANT shall receive compensation for such professional services under Items 1.0, 2.0, and 3.0 Appendix "A" of this Agreement on a lump sum basis in the amount of Ninety-Five Thousand Dollars (\$95,000.00).
- 1.3 The CONSULTANT shall receive compensation for such professional services under Items 5.1, 5.2, and 6.0 Appendix "A" of this Agreement on a lump sum basis in the amount of Two Hundred Seven Thousand Three Hundred Fifty Dollars (\$207,350.00).
- 1.4 The CONSULTANT shall receive compensation for such professional services under Item 5.3 Appendix "A" of this Agreement based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule:
  - 1.4.1 Plats for easement and right-of-way recording (9 parcels @ \$450 each).....\$4,050.00

Except as herein modified, changed, and amended, all terms and conditions of the original **AGREEMENT** dated November 4, 2020 shall continue in full force and effect.

This **AMENDMENT NO. 1** increases the compensation amount of \$95,000.00 by \$211,400.00 to a new not-to-exceed amount of \$306,400.00.



399 South Spring Avenue, Suite 208B, St. Louis, MO 63110

IN WITNESS WHEREOF, the parties have hereunto executed this **AMENDMENT NO. 1** effective the day and year first above written.

**LOCHMUELLER GROUP, INC.**

**CITY OF ROLLA, DEPARTMENT OF PUBLIC WORKS**

---

Scott J. Smith, PE  
Missouri State Director

---

Louis J. Magdits, IV  
Mayor

## Executive Summary

Lochmueller Group has completed a traffic study to evaluate possible improvements near the intersection of E 18<sup>th</sup> Street and Bardsley Road/Old St. James Road in Rolla, Missouri. The offset nature of Bardsley Road and Old St. James Road at E 18<sup>th</sup> Street, channelization of vehicles on Bardsley Road, and close proximity to the railroad tracks increases conflict for vehicles traversing the intersection, resulting in undesired queueing and crashes. Three alternatives are proposed for improvements to the intersection of E 18<sup>th</sup> Street and Bardsley/Old St. James Road.

1. Re-align Old St. James Road to meet the existing Bardsley Road approach (North Alignment) and install traffic signal intersection control with railroad preemption;
2. Re-align Bardsley Road to meet the existing Old St. James approach (South Alignment) and install traffic signal intersection control with railroad preemption;
3. Install a single lane roundabout at E 18<sup>th</sup> Street and Bardsley Road/Old St. James Road.

Alternative A is not recommended for consideration as a viable intersection improvement alternative due to the eastbound approach queues greatly exceeding the available space between the eastbound stop bar and the railroad buffer. A comparison of Alternatives 2 and 3 is shown in **Table 11**. Either Alternative B or Alternative C are acceptable for implementation at the intersection of E 18<sup>th</sup> Street and Bardsley/Old St. James Road. Due to the sustained continuous vehicle flow and minimized eastbound approach queueing, Lochmueller Group recommends Alternative C for implementation at the intersection of E 18<sup>th</sup> Street and Bardsley/Old St. James Road.

**Table 11. Alternative B and Alternative C Comparison**

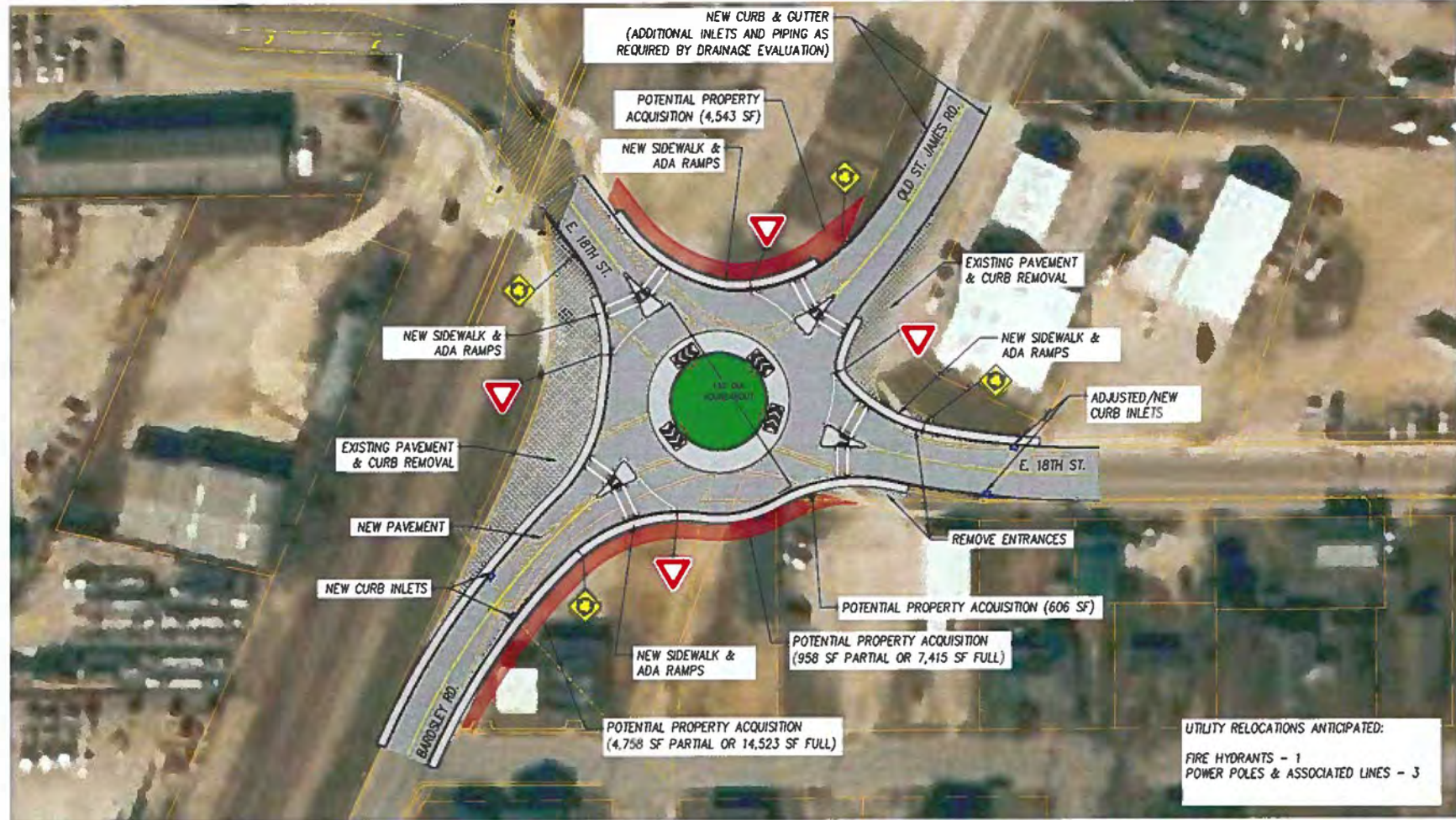
	Alternative B (South Alignment)	Alternative C (Roundabout)
<b>Overall Intersection Delay</b>	Non-continuous flow. All approaches must stop during each cycle. Inherently more delay.	Maintains continuous flow through the intersection, except when train present.
<b>Eastbound Approach Queueing</b>	Maximum forecasted queues slightly exceed provided spacing between intersection and railroad tracks during the 2045 Horizon Year PM peak. Interaction between queue and train possible during up to 5% of the 2045 PM peak hour.	Maximum forecasted queues within provided spacing between intersection and railroad tracks. No interaction anticipated between queues and trains.
<b>Impacts by Train</b>	Dedicated turn lanes allow some movements to maintain flow through the intersection even when a train is present.	Intersection may be blocked by waiting vehicles when a train is present.
<b>Planning Level Opinion of Cost</b>	Approx. \$1.0 – 1.5M	Approx. \$1.3 – 1.7M*
<b>Required ROW Acquisition</b>	Required ROW acquisition within the southeast quadrant of the intersection in addition to the acquisition of three buildings.	Required ROW acquisition in northwest and southeast quadrants of the intersection. No buildings require acquisition.

\* Based on TRB annual meeting presentation "States' Practices on Roundabout Selection, Design, and Performance Analysis" (2016) cost for single-lane roundabout escalated to 2021

VI-C.9



V.C.10



City of Rolla Department of Public Works 901 North Elm Street Phone: 313-344-8659 www.rolla-mo.gov		City of Rolla Department of Public Works 901 North Elm Street Phone: 313-344-8659 www.rolla-mo.gov		Design: KSO Drawn: KSO Checked: CS		Date: 8/02/2021 Scale: AS SHOWN Proj. No.		Title Description User	
City of Rolla Public Works Department 18th Street Concept Plan C				Sheet No. 1					

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator, John Butz

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Adding Public Safety Employees (Dispatchers) under LAGERS

TOTAL BUDGET APPROPRIATION: \$21,382-\$27,295 (over 10 years) DATE: January 6, 2025

\*\*\*\*\*

COMMENTARY:

The City of Rolla has participated in the LAGERS pension plan for nearly 40 years covering these employee groups: General, Police and Fire – each with separate actuarial valuations. In 2022 LAGERS offered a “Public Safety Department Split” or a new category for public safety personnel such as jailers, EMS and dispatchers. The attached Resolution, having completed the 45-day public notice process, would grant dispatchers with similar benefits of police and fire personnel – early retirement eligibility at age 50 and full retirement at age 55. Currently dispatchers are considered “General Employees” eligible for full retirement at age 60.

In 2010 Phelps County approved a ¼ cent sales tax to fully fund County-wide dispatch and E-911 services. While officially employees of PCESB the City provides fiscal and payroll services via contract. It is the PCESB who has requested this benefit change and who covers the cost for same (projected at \$21,382 for the first year and growing to \$27,295 after 10 years)

City Code authorized the 45-day waiting period at the November 18<sup>th</sup> Council Meeting. If the attached Resolution is approved the benefit change would take effect on March 1, 2025.

Recommendation: Motion to Approve the Resolution

Recommendation:

VI.D.1

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



## RESOLUTION \_\_\_\_\_

### A RESOLUTION TO APPROVE THE ADDITION OF PUBLIC SAFETY PERSONNEL MEMBERS UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEE'S RETIREMENT SYSTEM

WHEREAS, the City of Rolla, Missouri on behalf of the Phelps County Emergency Services Board, considers emergency telecommunicators as public safety personnel members of the Missouri Local Government Employees Retirement System (LAGERS), pursuant to the provisions of Sections 70.600 through 70.755, RSMo; and has complied with the notice and filing requirements of Section 105.675 RSMo, and;

WHEREAS, public safety personnel members of LAGERS are eligible for a minimum service retirement age of fifty-five, pursuant to Section 70.600(16) RSMo, and;

WHEREAS, the City of Rolla, acting on behalf of the Phelps county Emergency Services Board, covering its eligible employees as public safety personnel member, is accepting the legal obligation to fully fund the elected benefits now and in the future that it will be financially able to do so.

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

1. It is declared to be the policy of the City of Rolla, a political subdivision as defined by section 70.600, RSMo., to cover all present and future emergency medical services personnel, jailors, and emergency telecommunicators as public safety personnel members of LAGERS, as defined in section 70.631 RSMo; and
2. All present and future EMS Personnel, Jailors and Emergency Telecommunicators declared to be eligible, who have 1,500 or more hours of annual employment, shall be covered under Benefit Program LT-14(65) and
3. Final Average Salary for all eligible present and future public safety personnel members shall be determined on the basis of a 36 consecutive month period; and
4. Contributions to LAGERS of 0% total gross wages shall be required from all eligible present and future public safety personnel members; and
5. Prior to January 1, 1969, 100% of all of prior employment by present public safety personnel members is to be considered for "prior service credit" in calculating benefits and contributions to LAGERS. All qualified employment after the effective date shall be considered membership service, as defined in 70.600(15) RSMo; and

6. Present and future public safety personnel members' retirement benefits shall be based on the Rule of 80 or the minimum service retirement age of fifty-five for current and future eligible employees in accordance with the provisions of section 70.600(16), RSMo; and
7. The financial officer of the City of Rolla is directed to deduct from the wages and salaries of each eligible public safety personnel member, the contributions, if any, required by Section 70.705 RSMo., and to remit the deductions to LAGERS, together with the employer contributions required by Section 70.705 and 70.750 RSMo.
8. Remittances and other required reports and records shall be forwarded to LAGERS in accordance with administrative guidelines established by officials of LAGERS.
9. That this such election approved by this resolution shall be in full force and effect on the first day of March, 2025.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6TH DAY OF JANUARY 2025.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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



## **PUBLIC NOTICE**

### **45 DAY PUBLIC INFORMATION PERIOD PRIOR TO CHANGING BENEFIT ELECTION IN THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS)**

The City Council of the City of Rolla received cost information for a possible change in retirement benefits for its employees under the Missouri Local Government Employees Retirement System. Section 105.675 RSMo provides that (a) when a political subdivision is making a substantial proposed change in benefits, a prepared statement regarding the cost of such change shall be prepared in accordance with Section 105.665 RSMo; (b) the statement of cost shall be made available as public information for at least 45 calendar days before taking final action to adopt the change in benefits; and (c) the statement of cost shall be filed in the office of the City Clerk and with the joint committee on public employee retirement in accordance with Section 105.675 RSMo. In compliance with section 105.675 RSMo said cost information shall be made available for public inspection for at least 45 calendar days from today prior adoption of the benefit change. Interested parties may view a copy of this cost information in the City Clerk's Office on the 3<sup>rd</sup> floor of Rolla City Hall, 901 N. Elm St., Rolla, MO and or/by contacting City Clerk Lorri Powell at (573)426-6948.

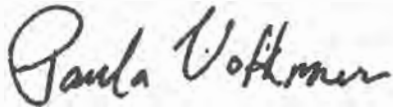
**Mr. Lou Magdits  
Mayor  
City of Rolla  
Rolla, MO 65401**

**Dear Mr. Magdits:**

**The Phelps County Emergency Services Board would like to change the classification of the employees of the 911 Center from "Telecommunication" employees to "Public Safety" employees in the LAGERS system.**

**This change will benefit those employees and will not result in any additional financial obligation from the City of Rolla. Thank you for your consideration.**

**Sincerely,**

A handwritten signature in cursive script that reads "Paula Volkmer".

**Paula Volkmer  
Chairperson of the Board  
Phelps County Emergency Service Board**



August 23, 2024 E-Mail

Ms. Mya Bernskoetter  
Employer Reporting Analyst  
Missouri Local Government  
Employees Retirement System  
P.O. Box 1665  
Jefferson City, Missouri 65102

**Re: City of Rolla Public Safety Department Split (#0841)**

Dear Mya:

As you requested, we have performed actuarial valuations as of February 29, 2024 for the active and deferred members reported as Public Safety members and the remaining active and deferred members of the General department of the City of Rolla. The results of the actuarial valuations follow (contribution rates shown below are uncapped employer contribution rates):

	Public Safety Subdepartment	Other General Subdepartments	Combined
<b><u>Member Statistics</u></b>			
Number Active	15	100	115
Payroll	\$822,375	\$5,037,318	\$5,859,693
Average Pay	54,825	50,373	50,954
Accumulated Contributions (Actives)	-	-	-
Number Deferred	3	39	42
<b><u>Actuarial Accrued Liabilities (AAL)</u></b>			
Active AAL	\$1,509,580	\$12,605,103	\$14,114,683
Deferred AAL	70,520	1,835,780	1,906,300
Increase AAL - Public Safety Provisions and Assumptions	114,684	0	0
Total AAL	\$1,694,784	\$14,440,883	\$16,020,983
<b><u>Actuarial Value of Assets</u></b>			
Members Deposit Fund (MDF)	\$0	\$0	\$0
Employer Accumulation Fund (EAF)*	1,644,183	15,026,547	16,670,730
Total Assets	\$1,644,183	\$15,026,547	\$16,670,730
Funded Ratio	97.0%	104.1%	104.1%
Unfunded Actuarial Accrued Liability (UAAL)	\$50,601	\$(585,664)	\$(649,747)
<b><u>Computed Employer Contribution Rate</u></b>			
Normal Cost Rate	11.40%	11.60%	11.30%
Casualty Rate	0.40	0.40	0.40
Prior Service Cost Rate	0.40	1.00	0.90
Total Employer Contribution Rate (Uncapped)	12.20%	11.00%	10.80%

\* Assets allocated to each division are estimated.

V.D.7

The Public Safety subdepartment is valued using public safety benefit provisions (normal retirement and deferred age equal to 55) and public safety assumptions. For members proposed to be covered in the Public Safety subdepartment, the actuarial accrued liability increased by \$114,684 and is amortized over 20 years based on the funding policy for benefit changes.

Please note that the results for the 'Combined' department are the same as those reported for the General department in the February 29, 2024 annual actuarial valuation report for the City of Rolla. However, adding the results for the subdepartments shown on the previous page will not match the combined results due to valuing the Public Safety members alone as Public Safety members and combined as General members.

Per LAGERS staff, EAF assets were split between the two subdepartments so that each subdepartment's funded percent would be the same as the combined General department based upon the General benefit provisions and assumptions as of February 29, 2024. This would require an accounting transfer based on market value, as of February 29, 2024, of \$1,573,080 of EAF assets to the Public Safety department with the remainder staying in the General department.

Below are projections needed to comply with Missouri state disclosure requirements (Section 105.665 of the RSMo) regarding the adoption of LAGERS benefits by a political subdivision. Under the Present Plan, members eligible to be considered Public Safety members are valued using General plan provisions and assumptions. Under the Alternate Plan, these members are valued using Public Safety plan provisions and assumptions. The projections below only include members eligible for the Public Safety subdepartment.

Valuation Date	Estimated Projected Payroll	Present Plan			Alternate Plan			Change due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA
		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars	
2024	\$ 822,375	9.60%	\$ 78,948	(\$ 64,083)	12.20%	\$ 100,330	\$ 50,601	2.60%	\$ 21,382	\$ 114,684
2025	844,990	9.70%	81,964	(63,037)	12.30%	103,934	50,077	2.60%	21,970	113,114
2026	868,227	9.80%	85,086	(62,506)	12.40%	107,660	49,586	2.60%	22,574	112,092
2027	892,103	9.90%	88,318	(62,523)	12.50%	111,513	48,226	2.60%	23,195	110,749
2028	916,636	10.00%	91,664	(63,128)	12.60%	115,496	45,927	2.60%	23,832	109,055
2029	941,843	10.00%	94,184	(64,361)	12.60%	118,672	42,618	2.60%	24,488	106,979
2030	967,744	10.10%	97,742	(66,266)	12.70%	122,903	38,220	2.60%	25,161	104,486
2031	994,357	10.20%	101,424	(68,890)	12.80%	127,278	32,651	2.60%	25,854	101,541
2032	1,021,702	10.20%	104,214	(72,285)	12.80%	130,778	25,820	2.60%	26,564	98,105
2033	1,049,799	10.30%	108,129	(76,506)	12.90%	135,424	17,628	2.60%	27,295	94,134

The results shown for each employer only include members reported to LAGERS as of the valuation date, February 29, 2024. The methods and assumptions used in the actuarial valuations were the same as those used in the annual actuarial valuations as of February 29, 2024. In particular, the assumed rate of investment return was 7.00% and the assumed rate of payroll growth was 2.75%.



The actuarial valuation results presented on the previous pages are based upon the employer's benefit provisions as of February 29, 2024. A summary follows:

Provisions	ER #0841
Benefit Program	LT-14(65)
Final Average Salary	3 Years
Member Contribution Rate	0%
Retirement Eligibility	Rule of 80

The long-term cost (C) of providing retirement benefits depends only on the benefits (B) that are paid to participants, the expenses (E) of administering the plan, and the investment return (I) generated on invested assets:  $C = B + E - I$ . For a given level of benefits, the cost of providing those benefits is lowered if administrative expenses are lowered or investment income is increased.

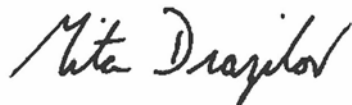
The long-term costs are financed by a series of employer and member contributions. The series of contributions is flexible. If more is contributed in early years, less has to be contributed in later years, and vice-versa. Over time the series of contributions has to have the same value as benefits and expenses. The actuary determines each year's contribution based on a funding method and a set of actuarial assumptions. The chosen funding method and assumptions do not affect the long term cost of providing retirement benefits, but have a strong impact on the series of contributions made to fund the benefits.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Mita Drazilov is a Member of the American Academy of Actuaries, and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Please call if you have any questions.

Sincerely,  
Gabriel, Roeder, Smith & Company



Mita D. Drazilov, ASA, FCA, MAAA

MDD:dj

cc: Judith Kermans (GRS)  
Michael Gano (GRS)







**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Dawn Bell, Community Development Director

**ACTION REQUESTED:** Motion for software selection

**SUBJECT:** RFP – Permitting Software

**BUDGET APPROPRIATION:** \$100,000 (initial implementation); ave. \$23,010 annually for the remainder of the agreement period of 5 years. (50% from ComDev; 50% from PW)

**MEETING DATE:** 1/06/2025

**Commentary:** The City of Rolla requested and received RFP's (Request for Proposals) for permitting software for utilization by both the Community Development (CD) and Public Works (PW) departments.

Five (5) firms provided responses. A selection committee made up of staff from PW, CD and the Fire Department narrowed the field to three (3) providers, based upon cost, quality of submission and feedback provided by other communities. The selection committee proceeded with demonstrations/interviews with each of the providers. Both responses to the RFP and further research into other communities confirm that the overall cost is comparable to other quality software programs.

Davenport/LAMA was the clear front-runner. They charge per user as opposed to per 'module'. Each of the other firms interviewed either did not have a work order module or charge an additional \$10K per additional module. Because of Davenport's financial model, they are able to serve both large and small communities with the same level of customer service and usability. They serve small communities such as West Plains, MO up to large cities such as New Orleans and Philadelphia. A review provided by Creve Coeur, MO ComDev Director indicated they are happy with the product and it is proving to be a benefit to their staff as well as the public. We also received a favorable review from Glenview, IL in addition to the references in the RFP submittal.

CD currently uses GovQA, which is becoming obsolete. The original service agreement did not include the continual upgrades to the software so they no longer provide support for our version. The current cost of GovQA is \$10,053.97 and rising up to 3% each year per the original agreement. PW does not have an electronic work order system nor one for right of way permits, currently using a paper and spreadsheet system. In testing other systems, they found that they would cost \$12K per year and require significant staff time to implement.

This system will allow citizens/contractors to do business online without coming into City Hall through a user-friendly portal on our website. Staff will be able to perform plan review directly in the system with each reviewer having access to make comments and track them without bogging down e-mails. Inspectors will have the ability to create cases, work orders, and perform inspections and take pictures directly from a tablet in the field. The system will allow staff to create an endless number of reports easily. Future utilization for other City processes such as licensing and special event permitting are possibilities to streamline those as well. Being GIS based, maps showing permit locations along with Code Enforcement cases can easily be created.

The initial implementation cost includes working with our staff to configure our workflows, customize reports and forms, set-up the integration with our GIS, along with training. It also includes migrating data from our current system into the new so there will not be a loss of information.

**Attachments:** RFP, Davenport RFP Submission, SaaS (software as a service) Agreement, resolution

\* Full Copies of proposal are available  
in the City Clerk's Office.

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AS A SERVICE (SAAS) AGREEMENT BETWEEN THE CITY OF ROLLA AND THE DAVENPORT GROUP USA LTD.

WHEREAS, The City of Rolla seeks a software solution for permitting, land use, code enforcement and work orders;

WHEREAS, the City of Rolla has agreed to approve the Software as a Service (SaaS) agreement for these purposes; and

WHEREAS, the City Council has determined that approving this agreement is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolla, as follows:

1. Approving of SaaS: The City hereby approved the Agreement listed in Exhibit A for the purposes of permitting, land use, code enforcement and work orders.
2. Authorization to Execute Documents: The Mayor and City Clerk are authorized to execute any and all documents necessary to effectuate the approval of this agreement.
3. Effective Date: This resolution shall take effect immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND  
APPROVED BY THE MAYOR THIS 6TH DAY OF JANUARY 2025.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by and between The Davenport Group USA Ltd ("Company"), an Illinois corporation, and the City of Rolla, Missouri ("Client"), a municipal corporation.

## 1. Definitions

- 1.1. **Pronouns.** The terms "we," "us" or "our" mean the Company. The terms "you" or "your" mean the Client.
- 1.2. **"SaaS"** means the software as a service, commonly abbreviated as SaaS, provided by Company to Client as described in Exhibit A.
- 1.3. **"Subscription Fee"** means the fee paid by Client to Company for the use of the SaaS.
- 1.4. **"Effective Date"** means the date this Agreement is signed by both parties.
- 1.5. **"Days"** shall be interpreted as Calendar Days unless otherwise specifically noted as "Business Days". The term Business Days excludes Saturdays and Sundays and Public Holidays.

## 2. SaaS

We shall provide the SaaS, or services, described in Exhibit A, SaaS Scope of Work under our Standard Support Plan. You are granted the right to use the SaaS only for your internal business purposes and the number of defined Users.

## 3. Subscription Fee

You agree to pay the Subscription Fee as set forth in Exhibit C, the Cost Proposal, Section I, *Annual Software Assurance and Support*. The Subscription Fee is payable annually, in advance of the term's start date except for the initial term as noted below and is non-refundable. If payments for Undisputed Fees are not received within 60 days of the invoice date, a late fee of one percent (1.0%) shall be added on any outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date due until the date paid. For the initial term, the Subscription Fee is invoiced when users are provided access to the SaaS.

## 4. Term and Termination

#### 4.1. Term

The term of this Agreement is five (5) years, which starts on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our current Subscription Fees, plus an inflation adjustment based on the Bureau of Labor CPI-U, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access the SaaS will terminate at the end of this Agreement.

#### 4.3. Termination

This Agreement may be terminated as described below by either party upon written notice to the other party. Upon termination, you shall pay all undisputed fees and expenses related to the software or services you have received, or have been incurred, prior to the effective date of termination. Disputed fees and expenses in all terminations must have been submitted as invoice disputes in accordance with Section 13.

**4.3.1 Failure to Pay Subscription Fees.** Your access to the SaaS depends on your payment of the Subscription Fees. Failure to pay fees thirty (30) days after the term start date will result in a suspension of your SaaS access and a written notice of our intent to terminate this Agreement. Additionally, if payment is not made within forty-five (45) days after receiving written notice of our intent to terminate, we reserve the right to terminate this Agreement.

**4.3.2 For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause described in Section 13. You may terminate this Agreement for cause in the event we do not cure or create a mutually agreeable action plan to remedy a material breach of this Agreement within the thirty (30) day window set forth Section 13.

**4.3.3 Force Majeure.** Either party can terminate this Agreement if a Force Majeure event suspends the SaaS availability for a period of thirty (30) days or more.

### 5. Professional Services

#### 5.1 General

We shall perform the one-time Professional Services outlined in Exhibit B, Professional Services Scope of Work. The Professional Services are scheduled to be completed according to the Milestone dates, as outlined in Exhibit D, during the initial term of SaaS. The successful and timely rendering of the Professional Services requires good faith cooperation from you. You shall provide reasonable cooperation to us, including, without limitation, making available, as may be reasonably required, or requested (a) information concerning your business as it relates to the

Professional Services; (b) qualified personnel of Client; and (c) sufficient access to your data and systems. Where Client Data is required to perform the Professional Services, and unless specified otherwise, you shall provide such Client Data in a timely fashion and in no more than ten (10) business days. The Project Schedule Milestones as shown in Exhibit D reflect the major deliverables, deadlines, and onsite visits in the project timeline. The parties anticipate the project timeline will have minor adjustments during implementation. However, substantial delays caused by you that result in a thirty (30) day or more cumulative delay to the project timeline, shall require an amendment to adjust the Project Schedule and the additional resource allocations to this project.

## 5.2 Billing and Payment

We will invoice Professional Services monthly based on the Professional Services Milestones (defined in Exhibit D, the Project Schedule) completed the prior month. Payments are due thirty (30) days from the invoice date. Professional services shall be suspended for invoices over sixty (60) days past due. For any disputes arising from Professional Services, you will invoke the Dispute Resolution clause described in Section 13.

## 6. Indemnification

We shall indemnify, defend, and hold you harmless from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. You agree to notify us of any such claim promptly in writing. You agree to cooperate fully with us during such proceedings. We shall defend at our sole expense all proceedings arising out of the foregoing. In the event of such infringement, we may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

We shall defend, indemnify, and save you, your officers, agents, and employees, harmless from or on account of any liabilities, damages, losses, and costs received or sustained by any person or persons by or in consequence of any negligence, other than the negligence of the Client, recklessness or intentional misconduct of Davenport, and any persons employed or utilized by us in the performance of this Project. We agree that negligent, reckless, or intentional wrongful misconduct includes, but is not limited to the use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials.

The indemnification provided above shall obligate us to defend at our own expense or to provide such defense, at the Client's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Client which may result from the operations and activities under this Contract whether the construction operations be performed by us, our

subcontractors or by anyone directly or indirectly employed by either. The indemnification includes all costs and fees including attorneys' fees and costs at trial or at appellate levels.

You agree to indemnify, defend, and hold us harmless from and against any claims by a third party alleging that your data violates the privacy rights of a third party or violates applicable law. We agree to notify you of any such claim promptly in writing. We agree to cooperate fully with you during such proceedings. You shall defend at your sole expense all proceedings arising out of the foregoing. The indemnification includes all costs and fees including attorney's fees and costs at trial or at appellate levels.

## 7. Disclaimer

Apart from the explicit warranties contained herein and to the fullest extent allowed by law, we explicitly disclaim all other warranties and conditions, whether expressed, implied, or statutory. This includes merchantability or fitness for a particular purpose or errors arising from user error.

## 8. Future Functionality

Except as stated herein, you recognize that this purchase is not dependent on the inclusion of any future functionality or features.

## 9. Limitation of Liability

Neither party shall be liable to the other party for any indirect or punitive damages regardless of whether notice of the possibility of such damages was provided. Our liability for damages, whether based on contract or tort, including negligence and strict liability, shall be limited to your actual direct damages, not exceeding the total fees paid up to the time of the claim during the then-current annual term. Both parties agree that the Subscription Fee is set based on this limitation of liability and the exclusion of certain damages. This limitation of liability shall not apply to claims subject to Section 6, which addresses exclusion of certain damages.

## 10. Ownership

### 10.1 Ownership of SaaS Subscription and the Software

We maintain ownership and intellectual property rights to the LAMA Software, and any resources created by us pursuant to this Agreement. You do not gain any license beyond the scope and duration of the SaaS to use the LAMA Software under this Agreement. The Documentation is licensed to you for internal, non-commercial reference purposes only, and may be used and copied by your employees accordingly.

## 10.2 Ownership of Client Data

We have no right, title, or interest in your Data. You grant us a non-exclusive license to use your data for purpose of completing the services related to this Agreement. We shall protect the security, confidentiality, and integrity of your Data.

## 11. Insurance

We shall at our own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirement shall remain in effect throughout the term of this Agreement: (a) Commercial General Liability with a minimum coverage \$2,000,000 (b) Automobile Liability with a minimum coverage of \$1,000,000; (c) Professional Liability with a minimum coverage of \$2,000,000; (d) Workers Compensation of \$1,000,000 or in compliance with applicable statutory requirements.

All policies are to be written through companies duly approved to transact that class of insurance and placed with carriers with an A rating or better. The Client, its officers, and agents, shall be endorsed as an additional Insured under our General Liability Insurance. We hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against you, it being the intention that the insurance policies shall protect both parties and be primary coverage for all losses covered by the policies. We shall provide you with evidence of Certificates of Insurance promptly upon request. We will not modify any policies by reducing the coverage below the minimum terms provided for above. We shall not create a lapse in insurance coverage.

## 12. Restrictions

You are prohibited from: (a) making the LAMA Software or Documentation resulting from the software services available to any third party for use in business operations unrelated to your operations or your successful use of services; (b) reverse engineer, decompile, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the executable code portions of the Licensed Software (collectively, "Reverse Engineering"); (c) using the software or documentation resulting from the software services to develop or assist a third party in developing, products or services that compete with us; or (d) licensing, selling, leasing, transferring, assigning, displaying, hosting, outsourcing, disclosing, or otherwise commercially exploiting the LAMA Software or Documentation to any third party other than as expressly permitted by this Agreement.

## 13. Dispute Resolution

You agree to notify us in writing within thirty (30) days upon becoming aware of a dispute. You also agree to cooperate with us in attempting to reasonably resolve all disputes. This includes, if requested by either party, appointing a senior representative to engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All discussions between senior representatives will be considered confidential settlement discussions, not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, the parties will participate in non-binding mediation to attempt resolution. If the dispute remains unresolved after mediation, either party may pursue their rights and remedies in a court of competent jurisdiction. This section does not prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

## 14. Nondiscrimination

We comply with applicable federal and state civil rights laws and do not exclude, deny benefits to, or otherwise discriminate against any individual on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability in employment, admission or access to, treatment or participation in, or receipt of the services and benefits under any of its programs, services and activities, whether carried out by the department directly or through a contractor or any other entity with which it arranges to carry out its programs, services and activities. We do not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

## 15. E-Verify

We comply with the E-Verify procedures administered by the USCIS for all of our employees assigned to your project.

## 16. Subcontractors

We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

## 17. Binding Effect No Assignment

This Agreement shall bind and confer benefits upon the successors or permitted assigns of either party. Neither party may assign this Agreement without the prior written consent of the other party; however, your consent is not required for an assignment by us due to a corporate reorganization, merger, acquisition, or purchase of some or all our assets.



## 18. Force Majeure

Except for your payment obligations, neither party shall be held liable for delays in fulfilling its obligations under this Agreement to the extent that such delays are caused by Force Majeure. However, in the event of a Force Majeure event, the party experiencing the delay must, within ten (10) business days, provide the other party with written notice detailing the cause and extent of the delay, along with a request for a reasonable time extension equivalent to the estimated duration of the Force Majeure event.

## 19. No Intended Third-Party Beneficiaries

This Agreement is established solely for the benefit of you and us. No third party shall be considered a beneficiary of this Agreement, nor shall any third party have the right to make any claim or assert any right under this Agreement. However, this provision does not affect the rights of third parties under any Third-Party Terms.

## 20. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

## 21. No Waiver

Failure by either party to strictly enforce the terms and conditions of this Agreement shall not constitute a waiver or modification of the Agreement. Furthermore, such failure shall not prevent either party from enforcing each and every term of the Agreement thereafter.

## 22. Independent Contractor

We are an independent contractor for all purposes under this Agreement.

## 23. Notices

All notices or communications required or permitted under this Agreement, including notice of an alleged material breach for termination or a dispute to be submitted to dispute resolution, must be in writing and shall be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) receipt by the sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) receipt by the sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and

addressed to the other party at the address specified on the signature page or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address shall be borne by the intended receiving party.

## 24. Client Lists

You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

## 25. Confidentiality

Both parties acknowledge that their respective employees and agents, while performing this Agreement, may be exposed to confidential information, the disclosure of which could infringe upon the rights of private individuals and entities, including the parties themselves. Confidential information includes nonpublic information that a reasonable person would deem confidential, encompassing personal identifying information (e.g., social security numbers) and trade secrets, as defined by applicable state law.

Subject to the state Public Records Act, each party agrees not to disclose any confidential information of the other party and undertakes to take all reasonable and appropriate measures to prevent such disclosure by its employees or agents. The confidentiality obligations outlined herein shall survive the termination or cancellation of this Agreement.

However, this obligation of confidentiality does not extend to information that:

- (a) is in the public domain, either at the time of disclosure or thereafter, except due to breach of this Agreement by a party or its employees or agents
- (b) a party can demonstrate by reasonable evidence was in its possession at the time of initial disclosure
- (c) a party receives from a third party who has the right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under open records laws or similar applicable public disclosure laws governing this Agreement. In such cases, if you receive an open records or similar request, you agree to promptly notify us and fulfill the obligations required by applicable law.

## 26. Order of Precedence

All Exhibits are hereby incorporated into this document by reference as if fully set out therein. The parties acknowledge and agree that in creating this document from a complex process of requests and submissions, the Agreement with all its exhibits and supplemental documents, particularly the Proposal and the Request for Proposal (RFP), may include some conflicts in terms, provisions



and language. It is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement takes precedence over the Proposal and RFP; and, that the Proposal takes precedence over the RFP.

- Exhibit A. SaaS Scope of Work
- Exhibit B. Professional Services Scope of Work
- Exhibit C. Cost Proposal
- Exhibit D. Project Schedule for Professional Services
- Exhibit E. Hourly Rates for Services and Travel Costs
- Exhibit F. Company Proposal
- Exhibit G. Client RFP

## 27. Business License

If a local business license is required for us to perform any services under this agreement, you will promptly notify us and provide us with the necessary paperwork so that we may obtain the license in a timely manner.

## 28. Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the state where you are domiciled, without regard to its conflicts of law principles. In the event of any legal proceedings, jurisdiction shall lie exclusively in the state or federal courts situated in McHenry County.

## 29. Multiple Originals and Authorized Signatures

The parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Agreement. The exchange of copies and of signature pages by facsimile or email, in PDF format or otherwise, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or email, in PDF format or otherwise, shall be deemed to be their original signatures for all purposes.

## 30. Cooperative Procurement

To the extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement by eligible jurisdictions. We reserve the right to negotiate and

customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

## 31. Anti-Corruption

You certify that you have not received or been offered any illegal payment or gift from us or anyone acting on our behalf in connection with this Agreement.

## 32. Warranty

We warrant that the LAMA Software will perform consistent with the Proposal and without significant defects during the term of this Agreement. If the LAMA Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the defect in accordance with the maintenance and support process set forth in Exhibit A.

### 32.1 Uptime

Except for scheduled maintenance and required repairs, interruptions due to causes beyond our control and as otherwise provided in this Agreement, the SaaS shall be available to you a minimum of twenty-four (24) hours a day, seven (7) days a week, at least ninety-nine and nine tenths' percent (99.9%) of the time. If we fail to satisfy the minimum availability level of the Software, we shall discount a pro rata share of the affected months billing to Client for the subsequent renewal term.

### 32.2 Encryption

Data transmitted in the Service is encrypted and user password storage is hashed using best practices. The software has the capability to encrypt certain user-defined data or Details. Since you can create data fields or Details without our knowledge, it is incumbent on you to notify us in writing of any data that should be encrypted to ensure the confidentiality, privacy, and security of all such data and information.

### 32.3 Data Security

We represent the LAMA Software complies with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. However, the LAMA Software includes the ability to for you to generate and publish reports and other data for public consumption. You should verify that all published reports and data do not contain information that would violate privacy and data protection laws.

### 32.5 Fee Calculation

The Software includes fee calculations that can be configured by either party. You agree to always check the fees to ensure that they are accurate before taking any action based on them. We shall not be liable for any mistakes in fees.

## 33. Entire Agreement

### 33.1 General

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written, oral, expressed, implied or statutory.

### 33.2 Amendments

Any amendments to this agreement must be in writing and signed by both Parties. Waiver of any provision under this Agreement will not be deemed a future waiver of that, or any other, provision herein, nor will waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, noted by the date of the last signatory below.

**The Davenport Group USA Ltd**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**City of Rolla, Missouri**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## EXHIBIT B – PROFESSIONAL SERVICES SCOPE OF WORK

Services set out in the Cost Proposal are based on the number of users, predicted case types, test plans, integrations, data migrations, persons being trained, and the perceived complexity of every one of the above.

Services shall include weekly meetings between representatives of both parties who have authority to make configuration decisions on your behalf. All weekly meetings shall occur between the hours of 11am and 4pm ET to accommodate staff in different time zones.

There are seventy (70) predicated case types as follows: 30 permit types, 20 planning case types, 10 license types, and 10 code enforcement case types. These numbers are based on our other customers of similar size.

### 1. Implementation

**1.1 Kick-Off Meeting.** The project kickoff meeting shall be scheduled in accordance with the Project Schedule in Exhibit D. The purpose of the kick-off meeting is to introduce team members and set expectations for all personnel involved. Questionnaires will be submitted to you immediately following this meeting and you shall return completed questionnaires approximately twenty-one (21) days after the kick-off meeting. The Questionnaire documents shall be reviewed together on conference calls within seven (7) days of you returning the documents.

**1.2 Configuration Study.** Using the material from the questionnaires, we will produce a Configuration Study document which describes the case types, review divisions, inspection types, fees, forms, reports, code sections, and users that will require configuration in the software. The Configuration Study Draft documents will be submitted to you approximately fourteen (14) days after the receipt of all your completed Questionnaire documents and you shall return completed Configuration Study Draft documents fourteen (14) days from our submittal. The Configuration Study Draft documents shall be reviewed together on conference calls within seven (7) days of you returning the document to identify any required changes. The Configuration Study documents shall then be submitted to you for your Acceptance. You shall have seven (7) days to review the Configuration Study documents and request changes. If no revisions or changes are submitted to us within the allocated time, the Configuration Study shall be deemed to be Accepted. If the number of Case Packets identified in the Configuration Study or later in the process exceeds 20% of the anticipated number (Threshold), the Parties hereby acknowledge and agree that additional Services shall be required to configure case types above the Threshold using the procedures described herein. The parties will work together to either (a) identify mutually agreed upon services to configure the case types that may deviate from the services described herein; (b) identify the case types to exclude from the services described herein such that the number of case types is within the Threshold; (c) enter into an Amendment of \$1,200 per case type to cover the time and other resources necessary to complete the configuration of excess case types.

1.3 Case Packets. We will produce a Case Packet document for each case type defined in the Configuration Study. The Case Packet will document the workflow, fees, required and optional data points, inspections, document submittals, document outputs, required contractors, and public web related help-text and Before You Begin text. Fifteen percent (15%) Case Packets for each module shall be identified by us and submitted to you. The Case Packet documents shall be reviewed together on conference call(s) to identify any required changes. We shall then visit your offices for an in-person review of the remaining 85% Case Packets. We shall submit all Case Packets documents to you within five (5) days of the in-person visit. After the in-person review, the Case Packets documents shall then be submitted to you for your Acceptance. You shall review the submitted case packets within fourteen (14) days of receipt of the same. Subsequent submittals of Case Packets shall be reviewed and either revised or accepted by the receiving party within three (3) business days of receipt. A lack of response within the allotted timeframe shall constitute Acceptance.

1.4 Configuration. We shall configure the software based for each of the Accepted Case Packets generated by us in accordance with the Milestones. While you have considerably more experience in your business processes, we have considerably more experience in best practices in configuration of the LAMA software. We reserve the right to configure the Case Packets using best practices and to avoid certain configurations that will cause the system to not work as intended. If configuration intentionally deviates from that of the Case Packet, we shall notify you and work together on identifying a configuration path mutually agreeable to both parties. Both parties shall work together in good faith to reach agreement.

1.5 Test Plans. We shall record Test Plan Videos of each case type configured by us and provide you with the Test Plan Video and Test Plan Feedback Form. We will initially select five (5) Test Plans for each of our joint review at weekly meetings. All Test Plan Videos will be submitted to you in accordance with the Project Schedule. You shall have fourteen (14) days to review the test plan video and submit revisions to us. A lack of response within the allotted timeframe shall constitute Acceptance. Revisions needed in the configuration shall be performed by us and a video may be resubmitted for substantial changes. Configuration changes shall be updated on the associated Case Packet document. Substantial configuration changes requested which deviate from the Case Packet may require an amendment to the project timeline and costs.

1.6 Training. We shall conduct software training at your offices after all Test Plans have been accepted. We shall provide group classroom training for the specified days in the Cost Proposal and provide electronic training materials in the form of user guides, training guides, and training videos.

1.7 Go-Live. We shall visit your offices for in-person Go-Live assistance for the number of days specified in the Cost Proposal. Go-Live will be scheduled for Monday morning.

1.8 Post Go-Live. Following Go-Live, we will address any configuration issues that might occur. At the same time, we will discuss with your key staff what works well and what does not. We will look specifically at why certain processes are working well and determine how concepts of those processes can be applied to things that are not working well. Working together, we will formulate a path to resolving any remaining issues with the software configuration.

## 2. Data Migration

We shall migrate the data sources described in the Cost Proposal. Data Migrations defined in the Cost Proposal are best guess estimates of the time and resources required to complete the migration based on similar data migration efforts for other clients. You are responsible for providing us with two data exports for each data source identified. You shall provide us with the first data export within twenty-one (21) days of the Kick-Off meeting. The second data export shall be provided by 11pm ET on the Thursday prior to Go-Live. We will write a program to migrate the data and it is critical the data export format does not change between the exports. We will review the 2<sup>nd</sup> data export for schema conformity and notify you by Friday 5pm ET if the schema has changed. Any costs related to delays or cancellations resulting from incompatible or changed exports shall be borne by you. One additional data migration can be run on the existing data sources provided at your request. Other data migration efforts not set out above, including new data exports or data sources not included in the Cost Proposal shall require an amendment to this Agreement for the time and resources required to complete such efforts.

The software provides for the import of code sections and Table of Uses from your adopted ordinances. These code sections and Table of Uses can be imported directly from the required Excel import format by either party. You are responsible for providing or importing applicable code sections in a timely manner.

## 3. Software Integrations

We shall integrate with the sources described in the Cost Proposal. A software integration may require you to provide us with documentation and specification details of the integration. Requested documentation and data shall be provided to us within twenty-one (21) days of receipt of the request. Custom software integrations in the Cost Proposal are best guess estimates of the time and resources required to complete the integration based on the anticipated scope of the integration and our Hourly Rates in Exhibit E. A more detailed scope of work for each integration shall be developed in coordination with both parties during the project after more details and access to the third-party system being integrated is obtained. If an integration cannot be completed due to factors outside our control, we shall deduct the costs of the proposed integration or work together to find a mutually acceptable solution.

#### 4. Forms and Reports

We shall configure standard Forms and Reports during the Implementation Services. If you wish us to configure any forms or reports you currently use, these custom forms and reports must be identified and submitted to us in Microsoft Word or Excel format during the Configuration Study phase. All submitted custom forms and reports shall be submitted with the populated dataset. While you can configure custom forms and reports in the software, some complex custom forms and reports require software scripting or programming. Custom reports submitted later in the implementation process may require an amendment for associated development costs and may impact the project timeline.

#### 4. GIS Data

LAMA requires GIS Data and GIS Services to operate. At a minimum, we require Address and Parcel GIS data. Parcel GIS data must include owner information including Name, Address, City, State, and Zip. If an ArcGIS Server is available, we will write a program to import Address data no greater than a daily interval, and Parcel and owner data imported at no less than a weekly interval. In the absence of available ArcGIS Map Services, we will migrate either Shapefile or File Geodatabase GIS data twice during the Implementation process. Additional GIS data imports may require an amendment to this Agreement for the time and resources required to complete such efforts.



## EXHIBIT C – COST PROPOSAL

### LAMA Solution Framework SaaS Implementation Price Quote

Prepared for City of Rolla, Missouri on May 24, 2024



#### A. Modules

Core	Map, Addresses and Parcels, Contacts and Owners, Calendar, Notifications, Document Manager, Reports
Permitting	Building permits, public works, engineering permits, inspections, fees, reviews, workflows, and contractor profiles
Code Compliance	Compliance and inspection cases, notices, citations, communications, adjudication
Projects & Planning	Development review, routing, workflows, board meetings and hearings
Licensing	Location-based, equipment-based, individual, and business licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Workflows, reviews, inspections, and fee calculations. Licenses can be easily renewed
Work Orders	Service requests including invoicing and reports. GIS associated features, labor, part and materials, contractual work, tasks, and inventory
Citizen Access Portal	Allows citizens and contractors to submit online and track statuses for applications, upload documents, request inspections, and pay fees. Includes Open Data portal.
Mobile App	Android, iOS, and Windows mobile applications. Work offline or connected. Includes routing and navigation, nearby activity via mapping, and voice recognition
E-Plan Review	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers
Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars

Costs: All Included

#### B. Implementation Services

Configuration Analysis Study and Documentation:	Information Collection, Documents (Forms and Reports), Workflows
GIS and Database Setup:	Setup and configuration of the database and schema including mapping and integration with GIS datasets.
Case Type Documentation:	Includes the design and revisions to documentation packets for each object type in the system.
Software Configuration:	Configuration of codes and objects from the case type documentation.
User Acceptance Testing:	Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly.
Standard Forms and Reports:	LAMA Standard Forms and Reports to MS Word and Excel are included.
Training and Launch Preparations:	Training Plan and Training Materials and launch readiness.
Project Management and Coordination:	Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports.
Custom Forms and Reports:	Up to fifteen (15) custom are included with each proposed module.

Costs: Included

#### C. Onsite Services

Case Packet Review	2 Professionals	2 days
Training	2 Professionals	4 days
Go-Live	2 Professionals	3 days

Costs: Included

#### D. Standard Integrations

GIS	Integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online
Financial System	This effort is for building an data interchange format from LAMA, compatible with specification from Incode from Tyler
Payment Gateway	Integration with Persolvent online payment gateway for the Public Web Portal Extension
Laserfiche	This effort is for building an data interchange format from LAMA, compatible with specification from Laserfiche

Costs: All Included

#### E. Implementation Package

Includes all software modules, services, and integrations listed above. Implementation package costs start at \$80,000 for up to 10 named users, then \$5,000 for each additional named user.

Named Users: 15 Costs: \$105,000.

#### F. Custom Integrations

None No custom integrations anticipated

Costs: N/A

#### G. Data Migration

Data Migration from GovQA for Permitting and Code Enforcement and Incode for Licensing.

Costs: \$6,000.

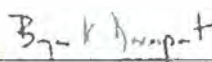
#### M. Grand Totals

Implementation Package	\$105,000.
Custom Integrations	N/A
Data Migration	\$6,000.
Missouri Discount 10%	(\$11,100.)
Costs:	\$99,900.

#### I. \*SaaS Subscription and Support Fees

Year 1	Included
Year 2	\$22,000.
Year 3	\$22,660.
Year 4	\$23,340.
Year 5	\$24,040.
Total 5 Year Costs	\$92,040.

\*SaaS Subscription and Support Fees include new software updates and releases. Pricing is \$10,000 plus \$800 per named user. SaaS includes toll-free phone and email support. Projects are invoiced monthly per milestone completed. Subscription and support fees begin one year from contract signing. Travel expenses not included and billed when incurred. This quote shall remain valid for 180 days. Travel expenses not included and billed when incurred. Travel not to exceed \$9,600.00

  
 Benjamin K. Davenport, CEO  
 President, The Davenport Group USA, Ltd

5-24-24  
Date

# Proposal for City of Rolla, Missouri

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## Planning, Land-Use & Code Enforcement Management Software

By: The Davenport Group USA, Ltd.

Due: May 29, 2024 by 11:00 am

*Submitted by:*

Benjamin K. Davenport, CEO  
The Davenport Group USA  
128 S. Tejon St., Suite 206  
Colorado Springs, CO 80903  
Phone: 719-960-4550  
Email: [ben@davengis.net](mailto:ben@davengis.net)

The Davenport Group USA, Ltd

City of Rolla, MO



**VII.A.20**

## Cover Letter

The Davenport Group USA, Ltd.  
128 S. Tejon St., Suite 206  
Colorado Springs, CO 80903  
May 24, 2024

City of Rolla  
901 N. Elm Street  
Rolla, MO 65402

RE: Proposal for Permitting, Land-Use and Code Enforcement Management Software

Dear Software Selection Committee:

The Davenport Group USA, Ltd. is pleased to present the following proposal in response to your RFP for Permitting Software. We were happy to see an RFP from another Missouri City, as we have a presence in the beautiful State of Missouri. It's a small world sometimes, as Jerry Davenport, President of the Davenport Group, has a son who is a graduate of MS&T (UMR) – he said he always enjoyed his trips to Rolla with its clean, well-maintained campus and the City's fine restaurants!

On the main note, we have had a long history of addressing the needs of local governments in permitting and inspections, planning, projects and development review, code enforcement, licensing, work orders and more. Most of our clients have sought software to manage these matters in order to gain efficiency in processing, do more with less, have better information available in decision-making, eliminate missed action dates, reduce mistakes and duplications, and create new ways for citizens to interface with the local government. Our software is outstanding in integrating all departments around a single workflow. It eliminates problems arising from paper records (missing files and parts of files), and individual, not integrated, databases. It allows quick methods of searching for data that pertain to the problem at hand. It notifies users of upcoming events, such as "comments due" or "action due." It reduces the time it takes to do tasks. It reduces the likelihood of making a mistake in charging fees. And, because it serves information through the GIS, it provides a great organizational tool. After all, almost everything in local government is geographic.

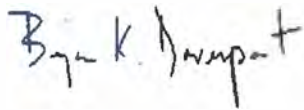
**About Us and LAMA Software.** We have extensive backgrounds in local government, both as employees and contractors. Our LAMA program was originally released in 2004 – this is our 20<sup>th</sup> anniversary year! The LAMA solution framework leverages the latest technologies in software innovations. Our solution is GIS-based, .NET-based, SQL Server backend solution, with Mobile Tablet/Phone App for your inspectors, REST and SOAP Web Services and APIs. LAMA is a web application for state-of-the-art user experience and performance. The solution integrates with major server technologies and applications, such as Microsoft Exchange, SharePoint, ArcGIS Server, and online cloud environments, such as Microsoft Azure. We are a full-service firm, and LAMA comes completely and professionally configured by us.

We know the City is concerned about whether they would prefer a cloud-hosted or city-hosted solution. The costs for either solution are the same. The City-hosted solution allows the City to determine when they want to go to production.

We are a small firm with some prestigious clients. Our LAMA clients include cities as large as Philadelphia and New Orleans, as well as a lengthy list of cities and counties with 20,000 to 100,000 people. Our clients purchase a "Solution," and we deliver solutions that meet their requirements.

I am the authorized agent and contact on this proposal. We do not use subcontractors on our projects or support. My contact information is included below. I believe that the City of Rolla would fit in well with our client base and would welcome an opportunity to further present our program to you. I think you will be amazed!

Sincerely yours,



Benjamin K. Davenport, CEO  
The Davenport Group USA, Ltd.



**Benjamin K. Davenport, CEO**  
The Davenport Group USA, Ltd.  
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**Email:** [ben@davengis.net](mailto:ben@davengis.net)  
**Website:** [www.davenportgroup.us](http://www.davenportgroup.us)  
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## Table of Contents

Cover Letter .....	2
Table of Contents .....	4
1. Vendor Profile & History .....	8
A. Organization.....	9
B. Our Firm and Development of Software.....	10
C. Products and Services .....	10
2. Experience & References .....	12
3. Product Description .....	18
A. Software Features & Components.....	18
1. GIS Mapping.....	19
2. Addressing and Ownership .....	19
3. Planning, Projects & Development Review.....	20
4. Permitting and Inspections .....	21
5. Code Enforcement .....	22
6. Business Licensing.....	23
7. Work Orders Module .....	24
8. LAMA - Public Web .....	25
9. LAMA - Open Data Portal.....	26
10. Mobility .....	26
11. Exchange Integration Service .....	27
12. .NET Object Model and Web Services SDK .....	27
13. Scheduling.....	27
14. Document Manager .....	28
15. Cashiering.....	28
16. Notifications.....	28
17. Advanced Searching.....	29
18. LAMA Dashboards.....	29
19. Data Migration and Integration with Other Programs .....	30
20. LAMA e-Plan Review and Markup.....	30
21. Administrative.....	31
22. Forms, Reports, and Charts.....	31
23. Tutorials & Support.....	31

B.	Hardware & Operating System Software.....	32
1.	System Architecture.....	32
2.	Security .....	33
3.	Security Controls.....	33
4.	Security – Financial Data.....	33
C.	Appendix A.....	35
D.	Additional Modules.....	58
1.	Work Orders Module .....	58
2.	Licensing Module .....	58
3.	Land Disposition and Expression of Interest (Optional Module).....	59
4.	Maintenance and Support .....	60
A.	Customer Support.....	60
B.	Service Level Agreement.....	60
C.	Product Upgrades .....	60
D.	Problem Reporting and Resolution Procedures.....	61
E.	Timing of Upgrades and Bug Fixes .....	61
5.	Interfacing with other Applications .....	62
A.	Integrations and Data Migrations.....	62
6.	Implementation Plan .....	63
A.	The Process .....	63
1.	Kick-Off Meeting .....	63
2.	High Level Configuration Study.....	63
3.	GIS Data Migration and Assessor’s Database Integration .....	64
4.	Case Packets.....	64
5.	Configuration .....	65
6.	Data Migration.....	65
7.	Davenport Test Plan and Execution .....	65
8.	Form Design .....	65
9.	Client Installation .....	65
10.	Client Test Plan Review.....	66
11.	Report Configuration .....	66
12.	Final Training.....	66
13.	Go-Live .....	66
14.	Post Go-Live Conference.....	66

15.	On-Going Services .....	67
16.	Project Schedule .....	67
B.	Testing .....	69
1.	Functional Testing .....	69
2.	Integration Testing .....	69
3.	User Acceptance Test .....	69
4.	Performance Testing .....	69
5.	Regression Testing .....	70
6.	Operations Acceptance Testing .....	70
7.	User Acceptance Testing .....	70
7.	Education and Training .....	71
1.	Sample – Work Session/Case Packets .....	72
2.	Sample – Training Schedule/Final Training .....	72
C.	Proposed Training and Support .....	73
D.	Training Coursework .....	74
E.	Training/LAMA Documentation .....	76
8.	Pricing .....	78
9.	Supplemental Information .....	80
A.	Project Team .....	80
B.	Project Management .....	81
C.	Project Management Workflow .....	82
D.	Key Staff .....	82
E.	Process Improvements and Adjustments .....	85
F.	System Security Approach .....	86
1.	Single Sign-on Between Solution Components .....	86
2.	Encryption of Data Communication .....	86
3.	Security Strategy .....	86
4.	Digital Signature .....	86
5.	Security Architecture .....	87
6.	Security Level Management (Role-based Access) .....	87
7.	Compliance with Payment Card Industry (PCI) Security Standards .....	87
8.	Web Transactions and Security .....	87
9.	Active Directory and Two-Factor Authentication .....	88
10.	Mobile and Web .....	88

<b>G.</b>	<b>Key Issues and Considerations .....</b>	<b>88</b>
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### 3. Product Description

#### A. Software Features & Components

Below is an overall view of our LAMA software, its features, and components. It is a modular program. LAMA is well documented with user and technical manuals. We also have a user “help” site with step-by-step instructions on topics relative to procedures and frequently asked questions.

Our solution uses an open architecture environment and continues to leverage the latest versions of .NET and ESRI technologies, ensuring our clients never end up with an outdated software solution. We offer both client-hosted and in-the-cloud solutions (SaaS).

Our data is stored in commonly named tables and fields in SQL Server, allowing you to access this business-critical data from external solutions, such as Microsoft SharePoint, Content Manager, OLAP data mining, or ArcGIS, to name a few. The open data model allows you to build other business-oriented solutions, applications and reports around the database, or easily share data with other departments and outside agencies. The entire architecture was designed to ensure interoperability with your data, no matter what future solutions you choose to implement.

**We can use your City’s or County’s ArcGIS Services for your base map, street centerline and constraints. We can use your addressing or the GIS addressing, or a combination. We will connect your Assessor’s database to the base map to identify property owners. We can also connect to other sources such as Water or Sewer Billing records. These layers will form the backbone of your system.**

Our software solution consists of a GIS-based, .NET web application, a SQL Server database, XML web service layers, web applications, Windows NT Services and an Android or iOS mobile phone/tablet app. This Service Oriented Architecture (SOA) has many advantages over traditional applications, including isolating the application security context, automating workflow, independently monitoring the database without user interaction, and allowing applications to communicate with the database over HTTP through the web services layer for full mobility.

Since our solution is founded on Microsoft technologies, it integrates seamlessly with other Microsoft applications such as Word, Excel, and Outlook. Our solution integrates a broad range of functions and features including:

- GIS Mapping
- Permitting
- Planning, Projects & Development Review
- Code Enforcement with Adjudication
- Business Licensing
- Historic Preservation
- Redevelopment
- Work Orders
- Addressing
- Communications
- Inspections
- Contacts (Owner, Tenants, Managers)
- Integration with Other Programs
- Mobility
- NET Object Model and Web Services SDK
- Email Notification Services
- Microsoft Exchange Synchronization
- Microsoft SharePoint Extensions

Our functionality includes a native (connected and disconnected mode) Mobile Tablet/Phone App functionality. This application allows users, mostly inspectors, to take LAMA in the field to map and complete inspections with near full access to LAMA Software information.

- **Web-based**
- **SQL Server Databases**
- **SharePoint Integration**
- **Mobile Mode**
- **Exchange Server Integration**

## 1. GIS Mapping

LAMA's mapping component is a fully functional GIS leveraged on ESRI technologies. It contains the most common GIS tools found in ArcGIS desktop and other standard GIS applications. Tools provided in the mapping component consist of buffering, measuring, identifying, spatial selections, comprehensive zoom functions and many more. In addition, we have integrated many complex tasks into one user-friendly menu.

The Map provides quick visual reference for data. It can combine features with attributes, for example, showing all infrastructures scheduled for inspections during the next two weeks, or any pending projects in an area. In addition, the Map gives a useful frame of reference using map layers, such as Municipal Limits, Zoning, Subdivisions, or nearby infrastructure. Aerial photography can easily be turned on and off as needed.

LAMA's Map Documents element, which our users call our "drill-down" tool, enables the user to view a list displaying every permit, incident, planning project, and every document associated with a parcel or address in one window.

## 2. Addressing and Ownership

LAMA Software is based on a solid Addressing Management element. Standardized addressing information is essential to managing searchable quality data. Our solution includes a Street Dictionary that provides quick and reliable Address Management functions and ensures a standardized database. This Addressing foundation ensures that permits, projects, reviews, inspections, business licensing, and emergency response will function with superior reliability.

- **Standardized Database with Street Dictionary**
- **Link to City Parcel Data and Utility Billing Data**
- **Send Automated Notifications that Comments Are Due**

In the event that the local government receives its addressing and ownership components from outside sources, typically County GIS and parcel data, it can be readily brought in and updated, and even modified in LAMA. Correct and updated ownership and tenant information is vital for optimal efficiency and will facilitate timely notifications to property owners and responses to citizen complaints.

### 3. Planning, Projects & Development Review

LAMA Planning, Projects & Development Review elements address projects initiated by the municipality, as well as those started by the private sector or another public or quasi-public entity.

Project areas can be composed of parcels in the GIS, or you can draw your own boundary and, if necessary, modify it later. Project boundaries are spatial and can interface with other features, so you can determine the amount and percent of impervious surfaces, land uses, wetlands, floodplain, and zoning in the project area.

LAMA keeps track of project details, such as the intensity of proposed developments (land uses, number of dwelling units or floor areas, lots, parking spaces), and tasks assigned to various persons (determine the significance of the wetlands, search for prior zoning petitions).

- ✓ **Map Amendments**
- ✓ **Special/Conditional Uses**
- ✓ **PRDs/PUDs**
- ✓ **Preliminary Plats**
- ✓ **Zoning Text Amendments**
- ✓ **Critical Area Changes**
- ✓ **Engineering Projects (I, II, III)**
- ✓ **CDBG Projects**

LAMA's Planning module is all about workflows with events like legal notices and adjoining property owner's notices calculated backwards from hearing dates. Workflows are dynamic – change the Hearing date and other dates will change with it.

The module also provides the mechanisms for submitting, reviewing, and approving comments. Templates facilitate the quick submittal of comments. Comments of one staff member or department can be viewed by other professionals or departments with appropriate viewing rights. Comments can be modified and turned into conditions of approval. They can be marked as "Resolved" when satisfied. Participants can be sent automatic notifications of comments due, to keep the review process moving smoothly.

- ✓ **Submit, Review & Approve Comments**
- ✓ **Templates for Standard Comments**
- ✓ **Notification of Comments Due**
- ✓ **Robust Document Manager**

LAMA manages document submittal, classifying them and keeping track of which ones are active. Reviews by outside agencies can be added as documents or imported from Excel documents into the LAMA review template. The status tracking section indicates how long the project has been in the municipality's hands, under review, or in the developer's hands for corrections, additional studies, etc.

The module's robust functionality also includes methods for scheduling and managing meeting materials. Checklists can be tied to events. Iterative routines can be inserted on-the-fly. LAMA will warn the project manager if a change exceeds the deadline. Our Administrative section provides the means to customize all the related codes and dropdown lists to meet your needs.

**LAMA e-Plan Review and Markup.** E-Plan Review and markup now comes with LAMA - no other program needed. It provides users with the ability to mark-up, edit, and add comments to plans and drawings, then submit them back to the contractor/developer, and get his marked-up drawings in return. No other licenses needed! Comments are automatically inserted into a document for dissemination as a .pdf file to the developer, property owner, boards, etc. LAMA offers complete plan and development review, along with markup capabilities.

**Automatic Buffer for Adjoining and Nearby Property Owners.** LAMA's Letter Generator can quickly generate notices or letters to adjoining or nearby property owners within "n" feet of a feature (e.g., several parcels proposed for rezoning). It is similar to Microsoft's mail merge, but quicker and easier to use. Our software developers created many more similar sweet tools to enhance the program's functionality, while making required tasks easier to do.

**Agenda Builder.** Our Planning module has an Agenda Builder which allows the project manager to print an agenda with all items before the Board, along with a short summary of what those items are about.

#### 4. Permitting and Inspections

Our permitting module is innovative, comprehensive, and easy-to-use. LAMA Software auto-populates applicant information from the Contacts element and contractor license status from Business Licensing. It manages complex checklists and brings each department into the review process. It manages time, events, meetings, reviews, and documents.

Every type of permit (building, engineering, health, fire, signs) has templates which collect critical information. The Permitting module also allows the municipality to track any information related to a permit without having to configure custom fields.

Administrators can quickly add new data collection requirements from the Administrative Codes section of LAMA Software. Complex permit fee calculations are easily managed, including subdivision-based or special service area-based impact fee schedules. Fee payments are tracked through the integrated Cashiering Module, which can be queried by pay codes dates, address, etc.

LAMA will generate your many forms and reports, such as a permit application form, certificate of occupancy, erosion control permit, driveway cut permit, permit issued by type, etc. LAMA's Letter Generator can quickly generate letters to permit applicants or property owners within "n" feet of a feature (e.g., several parcels proposed for rezoning). LAMA will generate reports in Microsoft Word, Excel, and Adobe PDF. LAMA's Community Development Suite comes with many standard reports. Users can also create their own custom forms and reports using key words which we developed. We offer our clients many free custom reports. Report writing is also included in annual maintenance.

- ✓ **Templates that Stub Out Inspections**
- ✓ **Outlook Style Calendar Integrated with Exchange**
- ✓ **Master and Subs (Shopping Centers, Condos)**
- ✓ **Complex Fee Calculations (Even GIS Layer-based)**
- ✓ **Quick but Detailed Field Entry Inspection Forms**
- ✓ **Templates for Health Departments (Wells, Septic, Food)**
- ✓ **Templates for Engineering (Curb Cuts, Grading)**
- ✓ **Standard Reports (# Permits, Values, Time, etc.)**

LAMA has many pre-built queries that allow the user to find all open permits, permits that are over 180 days old, permits issued in the last 30 days, etc. Users can also create their own custom queries with our on-the-fly query builder, and these can be saved for future use.

### **Permitting Inspection Window**

Inspections are organized per case type by the order in which they are done. Inspections can be viewed/scheduled by “Grouping,” meaning a grouped set of inspections that are usually scheduled and inspected together. Inspections can also be viewed by “Classification” (i.e., all the Preliminary, Rough, Final, etc.), or by their “Status” (i.e., Unscheduled, Scheduled, Passed, Failed, etc.). When a new permit is created in the system, it is assigned a default list of required inspections and divisional reviews based on the permit type.

An integrated calendar provides inspectors and schedulers with a user-friendly scheduling interface. Inspection templates determine what inspections are required for what permits, determine an order to the inspections, and allow for easy mark-up in the field. LAMA includes selections from many model codes, including the IRC, IBC, NEC, IPC, IMC US Food Code, etc. Users can add correction items from their local codes and create checklists.

## **5. Code Enforcement**

The Code Enforcement module allows intake personnel in the office or in the field to quickly create a code enforcement incident or case. The intake officers can schedule an immediate inspection of the premises and add it to the integrated calendar.

Alternatively, the officer in the field can immediately enter the violation information and inspection data and create a task to be performed in the office, such as sending a notice or issuing a citation. While in the field with LAMA MIA (Mobile Inspection Application), officers can check an address for permits, or view violations on nearby properties or adjacent right-of-way, and much more.

- ✓ **Automatically Schedule Reinspections**
- ✓ **Full Hearing Record**
- ✓ **See Violations in Neighborhood**
- ✓ **Attach Photos, Documents**
- ✓ **Mobile Mode**
- ✓ **Adjudication**



Any number of actions for code enforcement, such as leaving door hangers, talking to owners, sending notices, issuing tickets, or scheduling administrative hearings can be customized to the municipality's current processes. Fees are tracked through the integrated Cashiering element. The system tracks all code-related activity, so even initial inspections not resulting in violations are tracked through the system. Inspection photos, notices, citations, and other documents are managed digitally, providing quick access to them in the future.

The entire module collects all critical information in one place, so the code enforcement officer preparing for an administrative (or court) hearing has all pertinent information collectively in LAMA's document manager. The officer has instant access to every inspection done on the subject property, pictures of the violation, journal entries of conversations, together with a record of remedial actions and dispositions. Not only can the officer look at a history of problems on the property, but because the address is on a GIS system, he can search the map for problems in the right-of-way, or on an adjoining or nearby parcel that might relate to the subject property.

The module allows the officer to easily add new code provisions or modify existing ones. The CE officer can create standard fact patterns relating to a provision that can be incorporated into a notice of violation or another document. Officers can use one of our many forms or create their own forms in Microsoft Word or Excel.

## 6. Business Licensing

The Licensing module shares many of the same features as the Permitting and Planning modules. It uses an event scheduler with checklists and review prompts, where applicable. Users can place an application on hold or stop a license from being issued. Users can require one or more inspections that need to be passed before a license can be issued. It uses details to manage key pieces of information that set fees and shape policy.

Our business licensing module tracks all appropriate license types, license numbers, certifications, status, etc. In addition, this module stores the insurance, education and licensing information related to each business or contractor. Users can quickly view the contact information of a business or employee facilitating faster communication. One of the key benefits of a normalized contacts database is that a user can quickly view every permit or license that a contractor has worked on and spot problems before they arise.



Licenses, in addition to being associated to a person or business, can be location-based or equipment based. The Licensing module can manage contractor licenses from other jurisdictions, business licenses issued by the municipality, licenses for food trucks, horse drawn vehicles, taxi cabs, restaurants, rental housing, etc. Licensing data can be updated from State or Regional databases when available.

The module also allows users to schedule annual inspections, and to automatically track fees and payments. The License module will notify the user that licenses are about to expire; in fact, notices can

be sent to all license holders that their license is about to expire in “n” days. Licenses differ from permits in that licenses can be reissued with a couple mouse clicks.

Like LAMA’s other modules, the Licensing module can use standard forms, or the user can design and implement forms and reports in Microsoft Word or Excel. LAMA comes with many “key words” which have been programmed to insert fields, and combinations of fields, from the database.

All LAMA’s modules share a similar structure, look and feel. Users who learn one module are able to navigate another intuitively.

## 7. Work Orders Module

Our Work Orders module has recently been redesigned to meet the ever-growing challenges of municipalities, both large and small. The system is user-friendly with a customizable interface. Our menus will step you through the process, allowing you to keep your requests for service and work orders organized better than ever before. LAMA’s Work Orders module integrates your work orders with your infrastructure and manages inventory, while documenting tasks, completed actions, materials used, labor and much more.

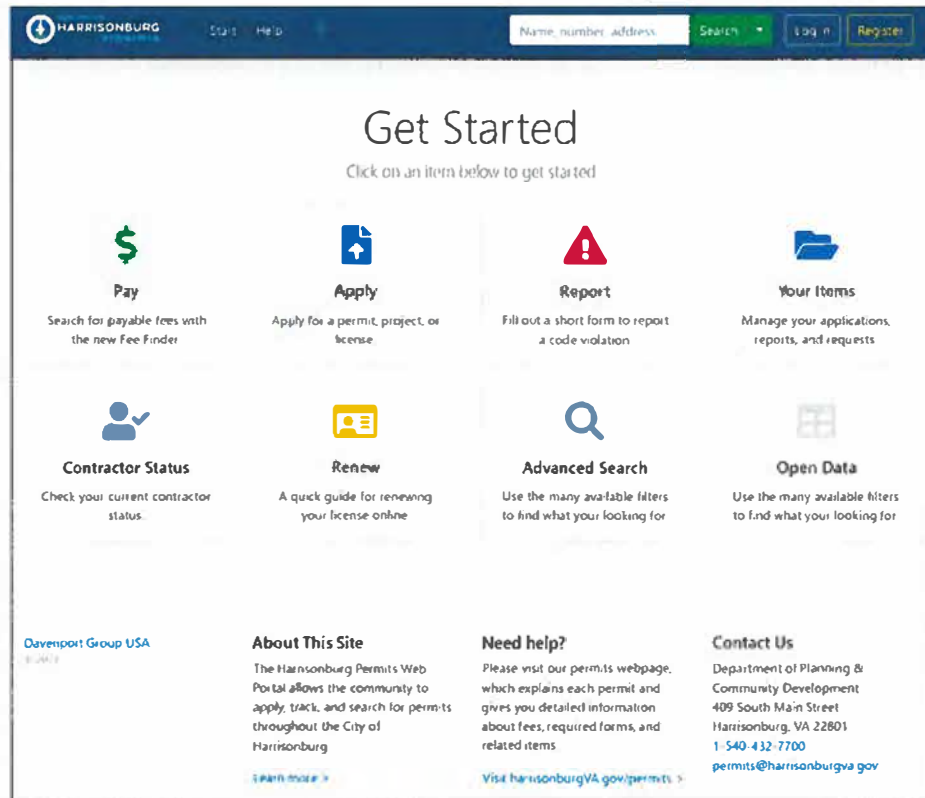
LAMA allows the user to associate a work order with any GIS feature, such as a streetlight, hydrant, manhole, street segment, stormwater line, detention basin. Users can even create their own project area, drawing a polygon or line, or creating a buffer on the same.

LAMA keeps track of parts, labor, inventory, contractual work and equipment. Users can receive notification when inventory is low. LAMA’s Assembly Toolbox allows the user to estimate costs for a project.

LAMA can calculate the time between when a call for service (work order) was created, when it was assigned, scheduled, and completed. Users can update work orders while in the field.

## 8. LAMA - Public Web

As part of our solution framework, we provide a web-based tracking application, allowing both citizens and staff to access considerable amounts of data via the web browser.



*Graphic from LAMA Public Web*

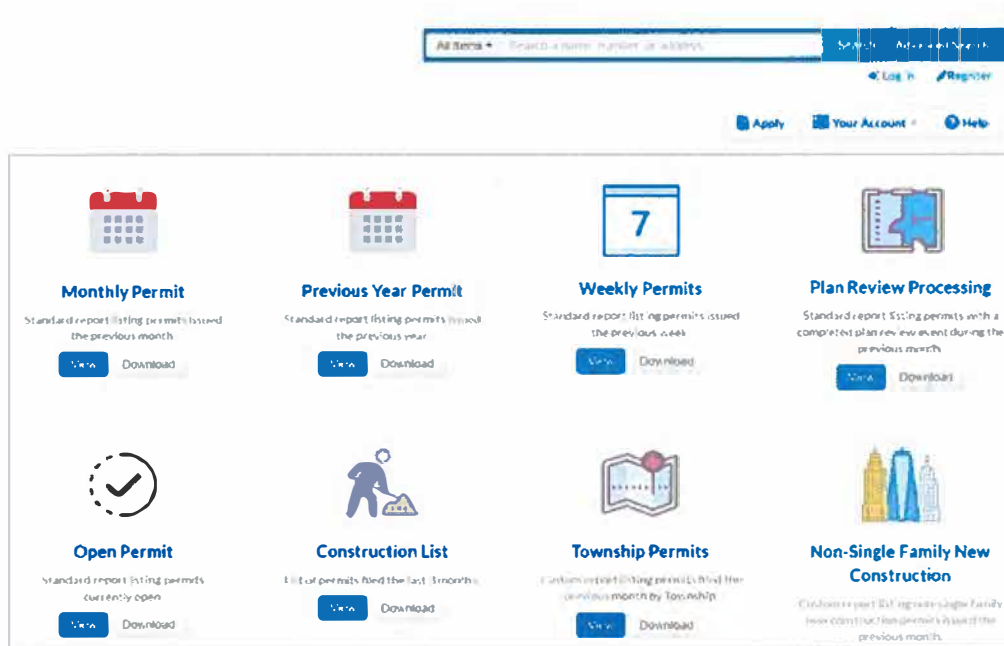
The public can view data in LAMA, start and complete applications, upload documents, track the status of a plan or project review, place items in a shopping cart, pay fees on-line, report a problem, and request an inspection. In addition, municipal staff can complete inspections in the field, staff from other agencies can upload documents, submit development review comments, and change statuses. The ability to make payments on-line requires a payment gateway. (LAMA includes USAePay by default.)

While appropriate staff and board members have unfettered access to all the data in the system, LAMA system administrators can limit public user access to only certain permits or development projects.



## 9. LAMA - Open Data Portal

LAMA's Public Web Open Data Center enables the municipality to publish reports online. These reports are real-time data and can be a valuable assistant to FOIA and other types of requests. Reports can be made available to the public or limited to the administration.



*Graphic from LAMA Public Web*

Requests made through the public web application are stored in a separate database and do not automatically trigger any updates to main solution databases. In this respect, changes are tentative until they are approved by the appropriate LAMA staff person.

## 10. Mobility

LAMA's Mobile Tablet/Phone App allows inspectors to route their inspections for the day, find nearby property ready for an inspection, interface with permits, code incidents and licenses, undertake inspections, including adding correction items, upload pictures and documents, view documents in LAMA, schedule new inspections, etc. We offer both Android and iOS applications. Nearly all information on the LAMA program is accessible through the phone application and the public web.

With LAMA's Mobile technology, client computers can connect to the server database, taking the data offsite without the need for an internet connection. While in the field, mobile users are able to view virtually every piece of data in the solution and edit any information in the program. Administrators can build code checklists for each inspection type.

## 6. Implementation Plan

### A. The Process

The LAMA software is what is described in the industry as a robust, highly configurable software application. That means that the software is flexibly designed to manage (map and implement) your existing processes, no matter how complex. On the other hand, the flexibility of our design puts a heavy emphasis on our implementation services. These services encompass defining requirements, configuration, customizations, process reengineering (if desired), test plan formulation and execution, training, support, and many onsite visits throughout the project.

---

*A key point is that our software can adapt seamlessly to your existing processes. However, many of our clients have taken this opportunity to optimize and reconfigure workflows and think about the “why” in their current processes.*

---

Given our extensive background in local government, and especially our knowledge of permitting and planning in local government, we feel that we offer our clients some unique capabilities in restructuring workflows. The adaptability of the software to your processes is the reason our projects are very services oriented.

While the client has the capability to configure all aspects of the solution, optimum adaptability and performance are best achieved when set up by professionals with an intimate knowledge of both the software and your processes. As such, Davenport has realized that the key to a successful implementation is the amount of services rendered by us in the process. No other firm offers the amount of services or quality that we provide.

We have organized those services by the timeline for when the services are rendered.

#### 1. Kick-Off Meeting

The process starts with a web kick-off meeting, where our project manager and team meets your project manager and key stakeholders. Project details and expectations will be outlined, followed by a question/answer session.

#### 2. High Level Configuration Study

This study encompasses several tasks. After the kick-off meeting our implementation team will collect various pieces of information from your potential users. These include workflow diagrams, permit forms, inspection forms, ordinances, letters, notices, etc.

About two weeks after collecting input materials, several members of our team will put together a configuration study for your review. The configuration study attempts to map out generally how we will structure and set up the LAMA software to meet your peculiar needs. We will provide you with a copy of the report and encourage you to comment. This study examines key facets of a particular case type, permit type, etc., including workflows, reviewers, fee calculations, required inspections, and data point captures. The components of this study are used in creating the Case Packets. The Case Packets expand in detail on the more generalized Configuration Study.

As part of the Configuration Study, our design team will examine each of the forms and reports to be generated from within the software. Our team will review the forms and reports to determine to what extent our standard forms can address the details needed and whether any forms and reports need to be customized. We will also use these to identify pieces of information that need to be added to the databases.

After we have completed the Configuration Study, our team may set up one or more web demos and discuss the study with your stakeholders.

### 3. GIS Data Migration and Assessor's Database Integration

This task involves obtaining the GIS database and analyzing it to determine how best to set it up in LAMA and analyzing the Assessor's database to determine how best to integrate it. The process is complete when the data is migrated by our technical staff into LAMA, and your own LAMA project file is populated with map layers.

### 4. Case Packets

This task continues the work done in the Configuration Study. The task involves the preparation of a detailed set of information necessary for our team to fully configure LAMA. It involves setting up each permit, license, planning and code enforcement case type (typically as many as 20 or 30 types per planning and permitting module). Module case types have their own process of key events, with documents being submitted and prepared by the Client with each event. These include checklists associated with these events, with details necessary to keep track of information for forms and reports, with document structure, reviews and typical comments, fees, and inspections, etc. LAMA is unique in that all case types are land use sensitive. We do not mix the land use to the case type – it is just another variable in the case type, but as a variable it can alter the workflow or require more information. A case type for a deck permit can be different for a restaurant, as opposed to a single family residential one.

We usually roll the Case Packets out in groups, typically 15- 25% in the first submission which we will review with you via the web and the remaining 75-85% in the second submission, which we will review with you onsite. We expect you to review the Case Packets and sign off on them in a timely manner.

## 5. Configuration

We use the Case Packets as the basis for configuring the LAMA software. In addition to setting up the modules, the configuration includes setting up user permissions and capabilities, and other aspects shared by all modules.

## 6. Data Migration

Prior to execution of the Test Plans, Davenport will write a program to migrate historical data sources into the system. The migration itself is done after the Test Plans are created for system stability, but before Test Plan Review, so the client can interact with familiar data in the system. We will share the data migration program with you so you can see how we have mapped your conversion. By writing a program, we have the opportunity to rerun the program at any time, and we often do this to pick up pieces of information that were missed or mapped incorrectly. We have even rerun the program, in parts, at several points in the process, including at final training and go-live.

## 7. Davenport Test Plan and Execution

This task involves the formulation of Test Plans for many of the case types in the system. Based on the Configuration Study, the Test Plans attempt to prove the system implements the requirements. Davenport executes the Test Plans internally, making any necessary corrections, before submitting to the client. The Test Plans mark the beginning of client access to the software. It gives your project manager and key users access to the LAMA program. It typically occurs about four to five months from contract signing.

## 8. Form Design

This task involves the formulation of Test Plans for many of the case types in the system. Based on the Configuration Study, the Test Plans attempt to prove the system implements the requirements. Davenport executes the Test Plans internally, making any necessary corrections, before submitting to the client. The Test Plans mark the beginning of client access to the software. It gives your project manager and key users access to the LAMA program. It typically occurs about four to five months from contract signing.

## 9. Client Installation

Unless otherwise set out in the cost proposal or contract, we will install the LAMA program on the client's server or in the cloud with your GIS layers set up appropriately and the program tentatively configured. This typically occurs three to four months from contract signing. Unless otherwise set out in the cost proposal or contract, annual maintenance and support begins when the client's key users are provided access to the program.

## 10. Client Test Plan Review

The purpose of this stage is for the client to test the program. We begin this stage with team web meetings to review each case type's configuration with the Client. The Client will then, with Davenport's templates and *How To Videos* as a guide, finish reviewing the Test Plans for each case type. The Client will share Test Plan results and any problems that are discovered with Davenport. Davenport will make such changes to the program, configuration, integration, data migration, and forms, as necessary, to address problems. If necessary, the client will execute the Test Plans again, and when satisfactorily completed, the individual member of the team who is responsible for that Test Plan will sign off on the same indicating it has been satisfactorily completed.

## 11. Report Configuration

This task involves the design of the client's custom reports and any modifications to standard reports to manage the peculiarities of the client's processes. Because reports are highly dependent on the configuration, Davenport often will design these towards the end of the process. The Client will test these during the two-weeks between Final Training and Go-Live.

## 12. Final Training

This task is initiated with the development of a Training Plan. Training includes Davenport's project manager and a member of the technical team coming onsite for "n" number of day, depending on the number of users being trained. Final Training is a mix of training on the modules and role-based training. Training is conducted in a seminar/work session, supplemented with selected one-on-one sessions with key users. Modules are usually presented through hands-on sessions containing lecture, hypotheticals, quizzes and assignments. Role-based sessions are often lectures and demonstrations. They often have twice the number of users per class.

## 13. Go-Live

Davenport staff will be onsite for "n" number of day to ensure that the program is functioning properly and that the users are not having any problems using the program during the Go-Live period.

## 14. Post Go-Live Conference

Following Final Training and Go-Live, Davenport will address any configuration issues or bugs that occurred. At the same time, we will discuss any training and communication concerns with your key staff. We will look specifically at why certain processes are working well and determine how concepts of those processes can be applied. Working together, we will formulate a path to resolve any remaining issues with the software's configuration or any other concerns.

## 15. On-Going Services

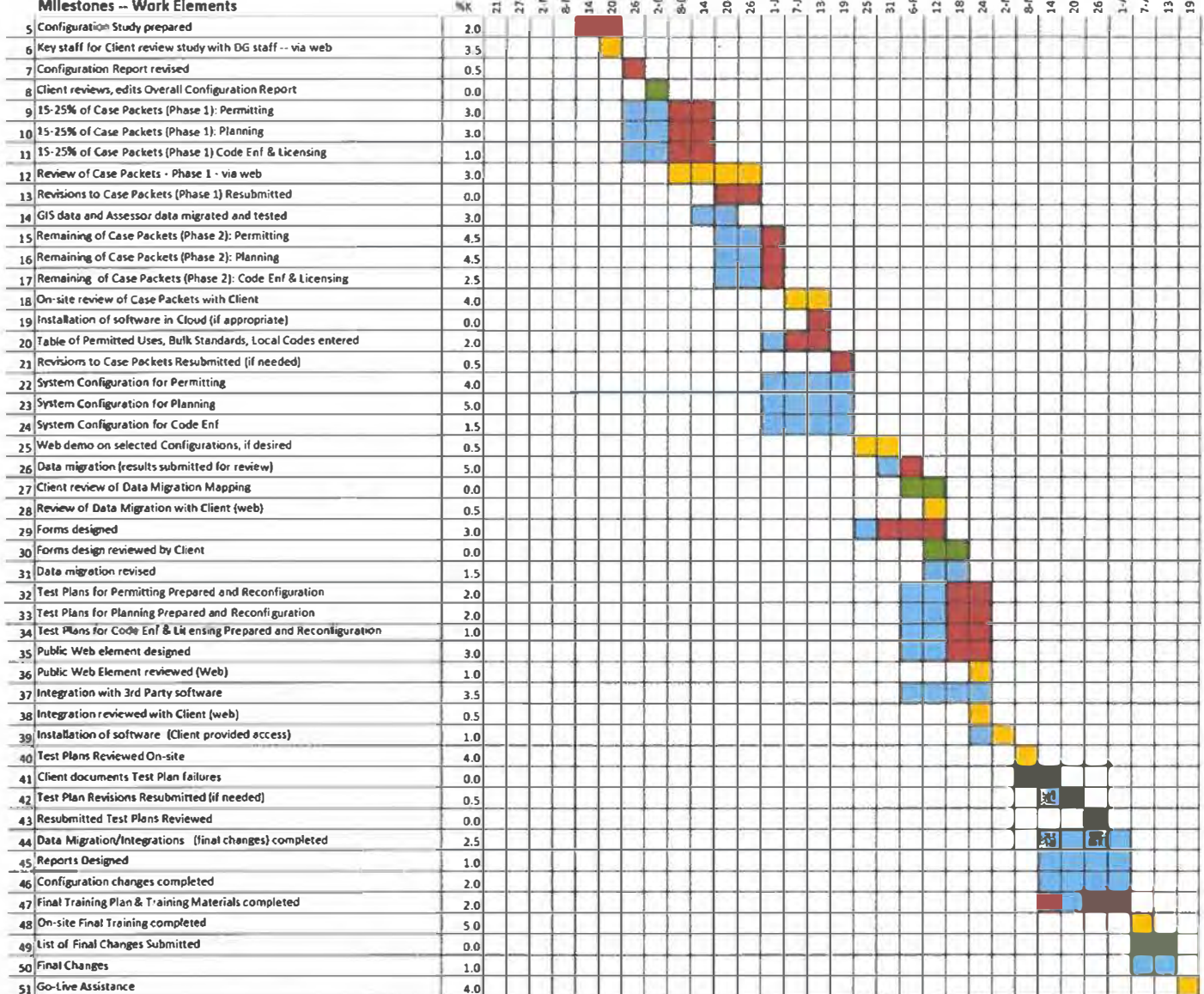
Our firm provides many types of on-going services. These include User Support via the phone and email, and for our local clients, onsite. We offer Web Seminars on particular issues as they arise and on new functionality. We take requests from our clients for new functionality. Our staff reviews these requests and determines which ones to incorporate in the next or subsequent release(s). We offer post Go-Live training, if needed or requested. We provide eTicket support where clients can present us with an issue, see who is working on it, and follow its resolution. We provide our clients with a personal touch.

## 16. Project Schedule

Almost all our projects are completed within 5-7 months of the start date, depending on the complexity and modules involved. Exceptions are for situations where the client has requested additional time to review Case Packets or Test Plans, or to avoid conflicts with staff workloads and vacations. Your response to a Start Date/Go-live Date was sometime after your October 1<sup>st</sup> budget. We have provided you with a tentative timeline and used the start date of October 21, 2024. If we are your selected vendor, we will create another schedule for your project implementation. The following is a SAMPLE Schedule and Milestones.



**Project Schedule and Implementation Milestones**  
**City of Rolla, Missouri**  
**Milestones -- Work Elements**



Client review and comments expected within 1 week of submittals  
 Comment: When DG is doing Case Packets in Permitting, Client staff involved in those Permitting Case types will need to be readily available to answer questions; same for Planning and Licensing

Comment: DG staff assignments are somewhat flexible. However, the staff person that does the Configuration usually does the Test Plans.



DG Work Not Involving Submittals

DG Submittals

Client Work Effort -- Probable Submittals

On-Site Meetings, Testing, Training, Web demos

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**CITY OF ROLLA  
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police Vehicle Equipment

BUDGET APPROPRIATION: \$381,500 total vehicle budget

DATE: January 6, 2025

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Commentary:

On December 19, 2024, we went out for bids for police equipment for the vehicles approved for purchase in November: two Chevrolet Tahoe Police Pursuit Vehicles, one Chevrolet Tahoe Special Service Vehicle, and two Chevrolet Silverado Special Service Vehicles.

On January 2, 2025, bids were opened. We received three qualifying bids:

<u>Dealership</u>	<u>Total Price</u>
Public Safety Upfitters	\$35,631
Turn Key Mobile	\$38,358
Don Brown Chevrolet	\$38,819

Recommendation:

It is staff recommendation that Council award the bid to Public Safety Upfitters for a total of \$35,631 for equipment for all five vehicles.

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VII.B.1

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



# **INVITATION FOR BIDS**

12/20/2024

The City of Rolla will receive sealed bids until **11:00 am on January 2, 2025**, at the City Clerk's office located at the Rolla City Hall, 901 N. Elm Street, Rolla Missouri, at which time and place all bids will be publicly opened and read aloud for the following **Police Vehicle Equipment** for the below vehicles:

**Two (2) New 2025 model year, Chevrolet Tahoe 4 wheel drive Police Pursuit Vehicles**

**One (1) New 2025 model year, Chevrolet Tahoe 4 wheel drive Special Services Vehicle**

**One (1) New 2025 model year, Silverado 4 WD Special Services Vehicle, with dome light**

**One (1) New 2025 model year, Silverado 4 WD Special Services Vehicle, without dome light**

The bids can be hand delivered to the above address, 901 N. Elm Street, Rolla, MO 65401 or mailed to City of Rolla P.O. Box 979 Rolla, Missouri 65402. The bids must be received **prior to 11:00 am on January 2, 2025**.

The envelopes containing the bids must be sealed, addressed to Lorri Powell, City Clerk, and must bear the following information:

**Name of Bidder**

**Bidders Address**

**Date and Time of Bid Opening**

**Bid Enclosed: **POLICE Vehicle Equipment****

As approved through state law and Rolla City Council, the City will be obtaining five vehicles through the bid contract.

All bids shall be in compliance with the bid documents. Bid documents, including instructions to bidders, bid proposal, and equipment specifications are on file and available at City Hall, 901 N. Elm Street, and at the Rolla Police Department, 1007 N. Elm St., Rolla Missouri as well as online at [www.rollacity.org](http://www.rollacity.org). For further information contact Captain Doug James (573) 308-1213.

The City of Rolla reserves the right to reject any and/or all bids and to waive any informality in bidding. The City of Rolla will determine the lowest and best bid.

Bids may be held by the City of Rolla for a period not to exceed sixty (60) days from the date of the opening for the purpose of reviewing the bids and investigating bid items prior to award of bids.

## 2 Chevrolet Tahoe Patrol

2.  
vehicles

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	<b>Havis console:</b>		
x 2	C-VS-1012-TAH-2 Standard 9" Wide Medium Angled 22" Vehicle-Specific Console For 2021-2024 Chevrolet Tahoe Police Pursuit Vehicle	499.00	998.00
x 2	CUP2-1001 dual adjustable cup holder internal mount	43.00	86.00
x 2	C-ARM-103 arm rest , flip up w/ pad	115.00	230.00
x 2	C-AP-0325-L 3 inch locking storage box	102.00	204.00
x 2	C-AP-0325-I 3 inch open box faceplate	31.00	62.00
	faceplates:		
x 2	C-EB25-XTL-1P motorola APX 8500 remote head radio	NIC	NIC
x 2	C-EB35-Z3S-1P z3 siren	NIC	NIC
1	havis freight		250.00
	<b>CODE 3</b>		
	<b>Siren /Speaker:</b>		
x 2	C3100TH21 chevy tahoe speaker and bracket for unmarked	239.00	478.00
x 2	C3100X speaker and no bracket	195.00	390.00
x 2	Z3Sp-1 Z3 SIREN	599.00	1198.00
x 2	Z3S-OB-D-TH21 Z3 SERIAL OBD MODULE AND HARNESS TH21	248.00	496.00
	<b>Light bar:</b>		
x 2	25-30839-C Pursuit 53 inch light bar dual level,dual color, rw/bw top- rear ra/ba, lower front and sides all white	1799.00	3598.00
x 2	ADJBKT016-B mounting kit for light bar	NIC	NIC
	<b>Grille Lights:</b>		
x 4	CD3802RBW tri color surface mount light r/b/w	79.00	316.00
x 4	UNIV-L-BKT	13.00	52.00
	<b>lift gate hatch lights:</b>		
x 4	CD3802RBW tri color surface mount light r/b/w	79.00	316.00
	<b>mirror lights:</b>		
x 4	M180SMC-RB m180 red blue with white takedown lights	109.00	436.00
x 2	BSM-BKT-TH21	49.00	98.00

1-2-25  
11:00 LP

	<b>rear spoiler light:</b>		
1 2	42-3TRBW-CM CITADEL, MATRIX, TAHOE, RED/BLU/WHT	884.00	1768.00
	<b>license plate lights:</b>		
24	CD3802RB red and blue flush mount lights	79.00	316.00
1 2	LXEXLPBKT-CHR license plate bracket	49.00	98.00
	<b>rear cargo side lights:</b>		
24	CD3802RBW tri color surface mount light r/b/w	79.00	316.00
24	XT4LBKT	13.00	52.00
	<b>side running board lights: 60 inches</b>		
1 2	OL60L-RBW-CM	269.00	538.00
1 2	OL60R-RBW-CM	269.00	538.00
24	SPLITTER for running boards and siren hook up	40.00	160.00
1 2	RNRBKT2-TH21 bracket for tahoe	150.00	310.00
	<b>Tremor: low frequency siren tones</b>		
1 2	LF-003 tahoe two speaker tremor kit for tahoe	699.00	1398.00
	<b>Compartment lighting:</b>		
24	CWO400 5 inch 10 led light 2 per vehicle	79.00	316.00
1	freight code 3	50.00	50.00
	<b>Setina cage system and gun rack:</b>		
1 2	1K0574TAH21WD SPT cage 21 Tahoe+	990.00	1980.00
1 2	PK0316TAH212ND rear cargo partition poly window	549.00	1098.00
1 2	DK0100TAH21 TPO door panels	299.00	598.00
1 2	WK0514TAH21 window barriers steel vertical	299.00	598.00
1 2	QK1374TAH21 center pull seat belts with plastic seat	909.00	1818.00
1 2	GK10301S1UHK dual gun rack shotgun (small lock), Universal (ar lock) handcuff key override	450.00	900.00
1 2	GT0536TAH21 gun rack mount for spt cage	79.00	158.00
1	Setina freight	500.00	200.00
	<b>TOTAL</b>		<b>\$ 23,218.00</b>

2 patrol  
vehicles

## Chevrolet Tahoe SSV

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	<b>CODE 3</b>		
	<b>Siren /Speaker:</b>		
1	3599L5 code 3 handheld siren controller	535.00	535.00
1	CZMATSIB matrix sib programing box	159.00	159.00
1	Z3S-OB-D-TH21 Z3 SERIAL OBD MODULE AND HARNESS TH21	248.00	248.00
1	C3100TH21 chevy tahoe speaker and bracket for unmarked	239.00	239.00
	<b>Supervisor:</b>		
1	39-30008-cm supervisor red/white/blue	849.00	849.00
1	TSMTG-TH21 mounting kit for tahoe supervisor	NIC	
	<b>lift gate hatch lights:</b>		
2	CD3802RBW tri color surface mount light r/b/w	79.00	158.00
	<b>rear interior stick light:</b>		
1	MTS835MC-RB 35 inch red/blue multicolor light stick	889.00	889.00
	<b>rear cargo side lights:</b>		
2	CD3802RBW tri color surface mount light r/b/w	79.00	158.00
2	XT4LBKT	13.00	26.00
	<b>Tremor: low frequency siren tones</b>		
1	LF-003 tahoe two speaker tremor kit for tahoe	699.00	699.00
	<b>Compartment lighting:</b>		
2	CWO400 5 inch 10 led light vehicle 2 per	79.00	158.00
1	freight code 3	50.00	50.00
	<b>Setina gun rack:</b>		
1	GK10271UHK single gun rack rifle with handcuff key	367.00	367.00
1	GF1092TAH21 free standing fire arm mount system	259.00	259.00
1	GK0726 ten second timer	44.00	44.00
1	setina freight	75.00	75.00
	<b>Covert Tri Band sun Shade antenna</b>		
1	SSHD-TB-V/U/C sti-co industries	285.00	285.00
1	freight	20.00	20.00
+		total	5220.00

1- SSV  
Vehicle

## 2 Chevrolet Silverado SSV

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	<b>CODE 3</b>		
	<b>Siren /Speaker:</b>		
1 2	3559L5 code 3 handheld siren cotroller with mic	535.00	1070.00
1 2	Z3S-OBD-TH21 Z3 SERIAL OBD MODULE AND HARNESS TH21	239.00	478.00
1 2	C3900SLV19	249.00	498.00
	<b>Supervisor:</b>		
1 2	39-30008-cm supervisor red/white/blue	849.00	1698.00
1 2	TSMTG-THSLV mounting kit for Silverado supervisor	NIC	NIC
	<b>Grill Lights:</b>		
2 4	CD3802RBW	79.00	316.00
2 4	UNIV-GRILLE-BKT	13.00	52.00
	<b>rear interior stick light:</b>		
1 2	MTS835MC-RB 35 inch red/blue multicolor light stick	889.00	1778.00
	<b>Rear Tailight flasher and third brake flasher</b>		
1 2	ETFBSSN-P sound of flasher module	69.00	138.00
1	freight soundoff	15.00	15.00
	<b>Tremor: low frequency siren tones</b>		
1 2	LF-KIT two speaker tremor kit with universal brackets	550.00	1100.00
1	freight code 3	50.00	50.00
	<b>total</b>		<b>713.00</b>

2 Vehicles  
Silverado

## Vendor's Information & Bid for Police SUV's and Trucks

Business Name: Public Safety Upfitters

Address: 1724 Westpark Center Dr

City: Fenton State: MO Zip Code: 63026

Phone: 314 807-5480 Email Address: Sduerfahrd@psus4l.com

Year: 2025 Make: Chevy Model: Silverado SSV

2025 Tahoe Patrol - \$11,601.00  
2025 Tahoe SSV - \$5220.00  
2 - 2025 Tahoe Patrol - \$23218.00  
1 - 2025 Tahoe SSV - \$5220.00  
Price Per Vehicle: 2025 Silverado SSV - \$3596.50 Total Price: 2 - 2025 Silverado SSV - \$7193.00

Printed Name: Scott Duerfahrd Signature: [Signature]

Title: Regional Sales Manager Date: 12/30/24