Open Citizen Comment Procedure

1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.

2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

COUNCIL PRAYER
Ministerial Alliance

Rolla City Council Meeting
Monday, December 17, 2018
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

PLEDGE OF ALLEGIANCE
Councilman Brian Woolley

I. PUBLIC HEARINGS
   A) Ordinance Annexing 1.68 Acre Parcel Located 150 Feet Northwest of the Intersection of Old Highway 66 and Hy Point Industrial Park Drive Intersection & Zone to Heavy Manufacturing District (M-2) (RCDC) – (City Planner James Shields) - First Reading

II. SPECIAL PRESENTATIONS

III. OLD BUSINESS
   A) Ordinance Amending Article III of Chapter 42 of the Code Pertaining to the Permitting of Temporary and Portable Signage - (City Planner James Shields) – Final Reading
   B) Ordinance Adopting 2018 International Codes – (Codes Administrator Steve Flowers) – Final Reading
   C) Ordinance Approving Technical Service Agreement with Rolla Public Library – (Finance Director Steffanie Rogers) – Final Reading

IV. NEW BUSINESS
   A) Ordinance Approving Technical Service Agreement with Phelps County Emergency Services Board (PCESB) – (Finance Director Steffanie Rogers) – First Reading
   B) Ordinance Approving Technical Service Agreement with the Edgar Springs Rural Fire Protection District – (Finance Director Steffanie Rogers) – First Reading
   C) Ordinance Approving Final Plat of Hy Point West No. 2 (Hy Point West No. 2) – (City Planner James Shields) – First Reading
   D) Ordinance Approving the Vacation of a Utility Easement (City of Rolla) – (City Planner James Shields) – First Reading
   E) Ordinance Amending Sec. 27-92 of the Code Relating to Parking on North Side of 10th St. – (Senior Engineer Darin Pryor) – First Reading
   F) Ordinance Amending Sec. 27-118 of the Code Relating to Parking on 8th St. – (Senior Engineer Darin Pryor) – First Reading
   G) Ordinance Amending Sec. 27-118 of the Code Relating to Parking on 11th St. Between Elm & Oak Streets – (Senior Engineer Darin Pryor) – First Reading
   H) Ordinance Authorizing the Mayor to Enter into an Agreement with the Missouri Department of Corrections – (Public Works Director Steve Hargis) – First Reading (final reading requested)
   I) Ordinance Amending Ch. 36 of City Code Pertaining to Right-of-Way Management and Telecommunication Wireless Facilities (City Administrator John Butz) – First Reading
V. **CLAIMS and/or FISCAL TRANSACTIONS**
   A) Motion Awarding Bid for Project 448-STP ADA Accessibility Improvements (6th & Holloway); & an Ordinance Authorizing the Mayor to Enter into an Agreement with Donald Maggi, Inc., for Same – (Senior Engineer Darin Pryor) –

   **Motion/First Reading**

VI. **MAYOR/CITY COUNCIL COMMENTS**

VII. **CITIZEN COMMUNICATION**
   A) Open Citizen Communication

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

IX. **CLOSED SESSION**
   A) Pursuant to RSMo. 610.021, the Council will discuss the following in Closed Session: None.

X. **ADJOURNMENT**
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development ACTION REQUESTED: Public Hearing/First  | Readings
SUBJECT: A request for the City of Rolla to annex the 1.68-acre parcel identified with the Phelps County Assessor's Account Number of 3356.03 and to simultaneously designate the zoning of said parcel as the Heavy Manufacturing District (M-2).

MEETING DATE: 12-17-2018

GENERAL INFORMATION:
CASE NUMBER: ANX18-01, ZON18-09  SUBMISSION DATE: 11-08-2018
LEGAL NOTICE: 11-24-2018  300-FOOT NOTICE: 11-21-2018

APPLICANT: The parcel subject to the proposed ordinance (the subject parcel) is owned by the Rolla Community Development Department (RCDC) (the applicant), and its mailing address is PO Box 1884 Rolla, Missouri 65402. The President of the RCDC, Matthew Williams, signed the annexation application and zoning application.

LOCATION: The subject property is located in Phelps County, approximately 150 feet northwest of the intersection of Old Highway 66 and Hy Point Industrial Park Drive (See Figure 1 for a map showing general location and site). The parcel is identified by the Phelps County Assessor's Account Number of 3356.03.

PROJECT DESCRIPTION: The RCDC's stated mission is "to sustainably attract, invest in, support, assist in and positively impact regional growth". It strives to accomplish this through its ownership and development of industrial sites, investment and maintenance of an incubator building and financial investment in select projects. The applicant requests that the vacant subject parcel be annexed into the City of Rolla and to be located within the Heavy Manufacturing District (M-2). The applicant has stated that this proposal will "Will clean up an overlooked parcel and bring it under city jurisdiction consistent with other RCDC properties adjoining the subject parcel". In addition, this annexation will permit the parcel to obtain city services. The applicant is requesting that the subject parcel be zoned M-2 in order for the parcel to be zoned in a way that is similar to surrounding parcels. Presumably, because they develop industrial sites, and because the surrounding zoning is M-2, and because the RCDC owns abutting lots, an M-2 designation may be requested to permit the parcel to be readily used for industrial purposes.

ANNEXATION ANALYSIS: According to Section 71.012 of the 2016 Missouri Revised Statutes, when notarized petitions for annexation are received by a city such as Rolla, the city shall hold a public hearing on the matter and publish the notice of that public hearing in an appropriate newspaper not less than 14 days of said public hearing. Upon conducting such a public hearing, the governing body of said city shall determine if the "annexation is reasonable and necessary to the proper development of the city... [and that the city] has the ability to furnish normal municipal services to the area to be annexed within a reasonable time". If it is determined that these two criteria are met and no written objection of such an annexation has been submitted and signed by at least five percent of the qualified voters of said city, the city shall annex the territory by
ordinance with no further action, specifying accurately the new boundaries of the city. The public hearing for this annexation petition was published on November 24, 2018, in the Rolla Daily News. Submitted below, is an analysis of the other criteria that must be met for a city to annex land.

**ABILITY TO PROVIDE SERVICES:** In regards to the determination of whether or not the City "has the ability to furnish normal municipal services to the area to be annexed within a reasonable time", Rolla Municipal Utilities and all City Departments have been notified of the annexation. No objections have been given by these entities. It appears that this criterion is met.

**PROPER DEVELOPMENT OF THE CITY:** In order to determine if the "annexation is reasonable and necessary to the proper development of the city", Rolla's comprehensive plan's "Annexation Checklist" is used to determine if this criterion is met. In addition, there are a few parts of Rolla 2020, Rolla's 2005 comprehensive plan update, that speak to where and how much annexation should be encouraged between the years of 2005 and 2020. In regards to where annexation should occur, Rolla's Urban Growth Area (UGA) map delineates the contiguous land that lies outside of Rolla's 2005 city limits that "reflects the additional space that may be needed to accommodate population growth and future development trends" (Rolla 2020, 2006, p. 2). The UGA "represents the area in which urban-scale will be encouraged based on the present and expected future availability of necessary public infrastructure" (Rolla 2020, 2006, p. 2). The subject parcel is located within this UGA, which indicates that, based on location; this is an appropriate piece of land to annex.

One guiding principle of Rolla 2020 is to "Provide adequate and appropriately located areas for industrial development..." (p. 10). Conclusions made in the Zoning Analysis portion of this staff report speak to the area being an appropriate location for industrial development. In regards to the amount of land that should be annexed and as to which zoning district such land should be designated, a few different sections of Chapter 3 of Rolla 2020 speak to this topic. One of the "Community Issues" stated in Rolla 2020 is that there was a "Limited amount of land suitable for industrial use inside the corporate limits" (p. 23). Using GIS data, it is estimated that since the beginning of 2005, Rolla has annexed 110 acres of land zoned M-2, which is 38% of all the annexed land since 2005. At the time Rolla 2020 was written, it was estimated that, based on projected land use demand and zoning in 2004, there would be a 213-acre surplus of land zoned M-2 (Rolla 2020, 2006, p. 52). While a current analysis of land use demand would be ideal, this type of analysis would require more time and resources than is readily available to process this annexation petition. However, if we are to assume that such projections were accurate, we can conclude that, as of today, Rolla has sufficient industrial land. Supporting this conclusion is the fact that, based on current GIS data, there is currently over 400 acres of vacant land zoned M-1 and M-2 in Rolla. While we cannot definitively conclude there is sufficient industrially zoned land and while land zoned M-2 is by far the most annexed category of land annexed since the end of 2004, there are other factors to consider when determining if this proposal is necessary for the proper development of the city.

Firstly, Rolla 2020 concluded that to ensure that an adequate supply of developable land is available by 2015, the target year, at least 1000 acres of land could be annexed involuntarily, most of which could be obtained from the south and east of the City’s limits. Since the end of 2004, Rolla has annexed about 285 acres of land. Thus, if this goal was accurate, Rolla is still in need of...
land. Secondly, the subject parcel is surrounded by property that lies within the city limits, except for the right-of-way abutting the property. The proper way for a city to develop is to ensure that there are no gaps of annexed land within its boundaries. These gaps or holes cause the city to be spread out, which increases commuting times, reduces walkability, and puts more pressure on services because the infrastructure must be spread over longer distances and other services must drive further to get to their destinations costing more money in fuel and reducing response times.

Lastly, the Annexation Checklist asks if there are any District issues with annexation. The subject parcel is not within any special district and there has been no indication that the school district would be burdened. In addition, the checklist asks if the annexation will result in a net fiscal benefit to the City. Limited time make it difficult to conduct a thorough cost/benefit analysis, but on its face, the additions to the tax base from any new development that would locate on the parcel should outweigh any initial and perpetual costs of providing services and infrastructure to it.

ZONING ANALYSIS:
ZONING ANNEXED LAND: Both Rolla 2020 and Rolla’s Planning and Zoning Code (the Code) speak to the zoning of annexed land. Rolla 2020 states that “land proposed for voluntary annexation shall be zoned simultaneously as the annexation process is completed and classified for the existing or proposed use” (p. 57). The Code differs slightly in that it states that annexed land “shall be considered zoned in the most restrictive classification consistent with the property use and the Comprehensive Plan unless the City Council or the applicant designates otherwise prior to the annexation” (Section 42-142.3). What one can conclude from these provisions is that annexed land should be zoned according to the current use of the land, if any. If the land is vacant and the applicant of the annexation has not proposed a land use, the property shall be zoned as the most restrictive classification. If the applicant proposes a zoning classification based on a proposed land use, the City Council shall consider the annexation and proposed zoning. If that zoning proposal is consistent with the comprehensive plan and satisfies the rezoning review criteria that are outlined in Section 42-250.2 of the Code, the zoning should be approved.

CONSISTENCY WITH THE COMPREHENSIVE PLAN: The subject parcel is within the Urban Growth Area (UGA). Because it is within the UGA, but not annexed, it has been given a Future Land Use Map (FLUM) designation, which was based on an analysis of the land use patterns in the surrounding area. The subject parcel has been given the FLUM land use category of Community Commercial (See Figure 2 for a Zoning/FLUM map). This designation is meant to guide and shape location decisions (Rolla 2020, 2005, p. 70). These designations can be amended at any time according to new land use pattern analyses.

Much of the land to the west and north of the subject parcel was annexed in 1994, while further to the west and nearby to the northwest was annexed in 2010 (to the east, where Love’s is located, was annexed in 2005). The subject parcel was purchased in 2012, which was well after the FLUM land use category was applied to the subject parcel. The Love’s gas station land was purchased in 2005, the time Rolla 2020 was being written. Because the subject parcel was not yet owned by the RCDC, which is geared towards industrial development, and Love’s was in the process of locating immediately to the east, the Community Commercial designation may have been applied to accommodate commercial activity normally associated with interstate off-ramps, such as convenience stores and fast-food restaurants. If the RCDC would have owned this property in
2005, it may well have been given the designation of Industrial because the implication of the ownership is that it would most likely developed as part of an industrial site. Thus, while at the time the land use pattern indicated possible commercial development on the subject parcel, it is now clear that there are industrial interests in the property and surrounding development is industrial or similar uses, which together implies that the most appropriate FLUM designation for the subject parcel is Industrial. In addition, zoning the subject parcel M-2 would be consistent with addressing one of the guiding principles of Rolla 2020 (provide adequate and appropriately located areas for industrial development) and addressing one of the “Community Issues” (limited amount of suitable land) submitted in Rolla 2020. If the M-2 zoning were approved, it would be advisable that the FLUM designation be changed to Industrial in order to ensure the logic of the decision to zone the subject parcel M-2 is consistent with the logic of its FLUM designation.

COMPATIBILITY OF PERMITTED LAND USES: Adjacently west of the subject parcel is an electromagnetic compatibility lab and warehousing/distribution facilities, which are all zoned M-2. To the north of the subject parcel is a manufacturing plant (zoned M-2) and to the east is a gas station (zoned C-3). All of these uses produce truck traffic and there are no residential uses in the immediate vicinity. Industrial/warehousing uses and intense commercial uses are compatible because, in part, they are both auto-oriented land uses. Therefore, it is appropriate to have C-3 and M-1 zoning districts abutting each other. In addition, the abutting land to the west and south is all owned by the RCDC and is currently zoned M-2, which means that zoning the subject parcel should not become incompatible with abutting land uses.

IMPACT ON PEDESTRIAN AND VEHICULAR TRAFFIC: All of the potential land uses in the area produce similar types and amounts of traffic. The area is not meant to be a walkable, mixed-use area that one would expect pedestrian activity. Thus, increasing industrial activity to the area should not have a negative impact on non-vehicular traffic relative to the current state of the pedestrian environment.

CONTIGUOUSNESS AND CHANGING CONDITIONS: The subject parcel is contiguous with other parcels zoned M-2 and while the area is located near other commercial property and would be an appropriate location for commercial activity normally associated with interstate off-ramps, the area has been substantially developed as industrial since it was given the Community Commercial FLUM designation. The subject parcel together with abutting M-2 parcels, which are owned by the same owner as the subject parcel, would be well suited for a large industrial site.

PUBLIC COMMENTS, INTERNAL ISSUES: No official comments from the public have been submitted to this department. The Fire chief acknowledged that the Fire Department could provide service to this parcel. Rolla MunicipalUtilities requested from the applicant an easement, but it was decided at the Development Review Committee meeting that this request would be more appropriately requested during the platting process.

ACTION REQUESTED: Unanimously, the Planning and Zoning Commission recommended approval of this proposal. The action requested from the City Council is to conduct a public hearing on this proposal, to conduct the first and final readings of this proposal (See Figure 3 for the First & Final Reading Request), and to approve, deny, or conditionally approve this proposal.

I.A.4
Figure 1, ANX18-01/ZON18-09, Location and Site Map
Figure 2, ANX18-01/ZON18-09, Zoning/FLUM Map
James Shields  
City Planner  
City of Rolla, Missouri

Dear Mr. Shields,

Rolla Community Development Corporation has a request for annexation of land into the City of Rolla appearing before the Rolla City Council on December 17th. This 1.68 acre tract of vacant land lies on the west side of Highway V between the RCDC Innovation Center to the west and Love's Truck Stop to the east. The tract lies completely within the city limits of Rolla.

This annexation will clean up an overlooked parcel and bring it under city jurisdiction consistent with other RCDC holdings adjoinning said tract. If there are no objections to this annexation, we would like to request the Rolla City Council hold both a first and final reading of the ordinance during their December 17th meeting.

Thank you for your consideration.

Matthew Z. Williams  
President  
Rolla Community Development Corporation
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ANNEXATION OF THE 1.68-ACRE PARCEL IDENTIFIED WITH THE PHelps COUNTY ASSESSOR’S ACCOUNT NUMBER OF 3356.03 AND THE DESIGNATION OF SAID PARCEL AS THE HEAVY MANUFACTURING DISTRICT (M-2) ON THE OFFICIAL ZONING MAP OF THE CITY OF ROLLA. (RCDC)

WHEREAS, a petition was duly filed with the Community Development Department on November 8, 2017 requesting that the property described above be annexed and an application to designate said property as the Heavy Manufacturing District (M-2) on the Official Zoning Map of the City of Rolla was submitted on November 26, 2018; and

WHEREAS, a public notice was duly published on November 24, 2018, in the Rolla Daily News that, in accordance with state and local law, provided notice that a public hearing on said proposal would be held at Rolla City Hall, 901 North Elm Street, Rolla, Missouri, at 6:30 P.M.; and

WHEREAS, the Rolla Planning and Zoning Commission met on December 11, 2018, conducted a public hearing on the matter, and recommended that the City Council approve the annexation and zoning of the subject property as proposed; and

WHEREAS, the City Council, during their meeting held on December 17, 2018 conducted a public hearing on and first reading of the ordinance that would enact the proposed annexation and zoning; and

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council at the hearing by those citizens favoring said proposals and by those citizens opposing said proposals, the City Council found that the proposals would promote the public health, safety, morals, and 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 applicant(s) request(s) 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 identified with the Phelps County Assessor’s Account Number 3356.03 and is more particularly described as follows:
The S1/4 of the SW1/4 of Sec. 29, Twp. 38 N., Rng. 7 W., of the 5th P.M., lying South and West of Highway V and North of Old U.S. Highway 66.

Except those tracts of land deeds to which are recorded as follows: Book 108, Page 496; Book 117, Page 27; Book 120, Page 160; Book 123, Page 381 and Book 128, Page 395 of the Recorder's Office of Phelps County, Missouri.

Except all legally established roads and highways.

Subject to easements, restrictions, covenants, dedications and reservations existing or of record.

Including all appurtenant easements running to the benefit of the above land as the dominant tenement and subject to all easements to which the above land is the servient tenement.

Section 3: And that the Rolla Planning and Zoning Code, which is Chapter 42 of the Code of the City of Rolla, Missouri, and a code that, in accordance with the Comprehensive Plan, divides the City of Rolla into zoning districts; controls the regulation and restriction of the erection, construction, reconstruction, alteration or use of buildings, structures, or land within such districts; and controls the number, shape, and area of such zoning districts on the Official Zoning Map, is hereby amended by designating the property described in Section 2 of this ordinance and also identified with the Phelps County Assessor's Account Number of 3356.03 as the Heavy Manufacturing District (M-2) on the Official Zoning Map of the City of Rolla.

Section 4: This ordinance shall be in full force and effect from and after the date of its approval.


APPROVED:

ATTEST: Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: A request for the City of Rolla to amend Article III of Chapter 42, which is known as the Rolla Planning and Zoning Code, by deleting and adding language to Division 18 of said article, which is known as Signs, for the particular purpose of permitting temporary and portable signage.

SIGN ORDINANCE

MEETING DATE: 12-17-2018

GENERAL INFORMATION:

CASE NUMBER: TXT18-07

LEGAL AD DATE: 10-27-2018

BACKGROUND:

PROJECT DESCRIPTION: At the City Council meeting on July 16, 2018, six local business owners and the executive director of the Rolla Area Chamber of Commerce, who spoke on behalf of several business owners in attendance, spoke to the fact that temporary signage should be permitted. The process of drafting new temporary sign provisions began about two weeks later (See Fig. 1 for current code, Fig. 2 for new code, and Fig. 3 for sign type examples. However, this new ordinance goes beyond permitting temporary signage. It also attempts to protect the first amendment rights of the citizens of Rolla in light of a recent U.S. Supreme Court decision that is discussed below.

PUBLIC PURPOSE & CASE LAW: Traffic safety and aesthetics are the two public purposes that have been held as valid reasons to regulate signage. However, sign regulations are susceptible to claims of violations of the free speech clause of the First Amendment of the U.S. Constitution. When such claims involve noncommercial speech, the courts analyze such claims with strict scrutiny, a type of scrutiny that is difficult to survive. Strict scrutiny requires the government to show there is a compelling state interest behind the regulation, that the regulation is narrowly tailored (i.e. not too broad), and the least restrictive means of regulation were being used. As discussed in the different opinions of the U.S. Supreme Court case of Reed v. the Town of Gilbert, "Speech regulation is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed". In addition, the majority opinion of Reed states that "laws favoring some speakers over others demand strict scrutiny when the legislature’s speaker preference reflects a content preference". For these reasons, a sign ordinance should be content-neutral, which includes refrainng from discriminating between speakers. A content-neutral code will regulate the time, place, and manner in which a sign is posted, not its message. In a concurring opinion of Reed, a non-exhaustive list of ways in which signs can be regulated was submitted. Such permitted distinctions include off-premises v. on-premises, freestanding v. attached, illuminated v. unilluminated, and placement on commercial v. residential properties.

ANALYSIS:

EXISTING TEMPORARY SIGN REGULATIONS: Division 19 of the Rolla Planning and Zoning Code (the Code) bans all temporary and portable signs except for those that are listed as exempt. Exemptions are known to be the area of a sign code that are often found to be content-based and undermine the aesthetic purpose of the code. In regards to temporary/portable signage,
the current exemptions listed are "banner signs" (limited to 30 days per four months and messaging that is not considered to be an "official flag", as those are fully exempt), "political signs" (limited to 14 days after an election, but not limited to any time before the election), "real estate/lessee/construction signs" (restricted to only residential zones, an area of six or 34 sq. ft., and obligated to be removed within 14 days of a sale date or 30 days of construction completion date), "residential garage, estate, or public auction sale signs", and signs "advertising drives or events of a charitable, educational, or religious nature" (restricted to six sq. ft. and a posting time period that correlated with the duration of the event and no more than 30 days a year). In Reed, the Town of Gilbert exempted three different types of noncommercial temporary signs, directional, political, and ideological, each with its own size limits and time limits. Based on that fact, this ordinance was found facially unconstitutional. With all this considered, one can see why Rolla's sign provisions are problematic as currently written and needed to be rewritten.

SIGN REGULATIONS, RESIDENTIAL: Only minor changes to number and area requirements were made to permanent signs in residential zones. The Code, as of today, indicates that in addition to address numbers and nameplates, which are exempt up to a certain size and number, all multi-family or commercial properties within residential zones are permitted one detached sign (limited to 60 sq. ft.) and one attached sign (limited to two sq. ft. per lineal ft. of wall length). New Code permits any use/structure not considered a single-family house or duplex located in residential zones one pole/ground sign per entrance/exit and one wall sign per building (any permanent sign is limited to 64 SF). The new Code permits all residentially zoned properties an unlimited number of year-round temporary signs, as long as all signs together equate to 32 SF (formerly 24 SF, but amended to 32 per Council Motion) of area or less and are less than six feet in height. This method of ensuring people's rights to free expression is recommended by experts, but is usually less liberal (typ. unlimited number if no sign is more than three SF). Altogether, these provisions were added, in part, to ensure free speech opportunities are provided at any given time of the year and to accommodate unique periods in history that encourage people to speak more than other times (e.g. political seasons, social movements) while still attempting to protect the aesthetic quality of residential areas. In addition, only temporary freestanding signs are permitted in residential districts (signs that are considered more aesthetically degrading are not permitted, such as inflatable signs/feather banners). All permanent signage in all zones is required to be on-premises signage, except that off-premise signage may be posted for no more than 14 days in any given quarter of a year. Lastly, any of the 32 SF of temporary signage for one- and two-family residences can be substituted with permanent wall, ground, or pole signs.

SIGN REGULATIONS, NONRESIDENTIAL: Except for permitting corner lots to have two detached signs without the requirement of 500 feet separation, the size and number of permanent signs permitted in nonresidential districts did not change with the proposed revisions. However, the new Code permits Electronic Message Center (EMC) signs in nonresidential signs without restrictions, except that it cannot flash, or play full motion video or film display, or be within 100 feet of a residential district. This was done because research has shown no correlation between EMC signs and traffic accidents. In addition, the new Code permits permanent mechanical movement and revolving signs in zones of C-2 and higher and permits roof signs in C-3 and C-C zoning districts. We permitted these three types of signs, in part, because they should not be any more distracting than electronic signage and large amounts of temporary signage. In addition to these permanent sign provisions, we permitted each tenant space within a nonresidential zoning
districts two temporary signs at any given time, unless the tenant space is locating a balloon sign or inflatable sign on the premises, in which case, they are only permitted that one temporary sign. This was done, in part, because inflatable signs and balloon signs can be very large and are potentially more distracting (we permit these types to be up to 75 SF in size and 24 ft. high).

**PUBLIC PURPOSE OF CODE:** The current sign Code permits a liberal amount of sign copy area for nonresidential areas, which enables businesses to have large enough letter height to make signs legible from a safe distance. However, no mechanisms exist to control the legibility, size, placement, and height of signs in a way that directly promotes traffic safety in a science-based manner. However, by adding temporary signage to the very liberal amount of permanent signage already permitted increases visual stimuli, which is related to delayed detection times, and degrades the aesthetic quality of the city. Apart from the idea that liberal sign regulations promote a thriving business community that could result in the protection of the tax base, without science-based controls on signage (e.g. copy area and speed limit area associated), the extent to which Rolla's current/proposed sign regulations promote valid public purposes is limited to limiting the aesthetic degradation and amount of visual stimuli that excessive signage may cause by limiting the amount and height of signage, which could promote traffic safety and aesthetics. In addition, the liberal amounts of copy area permitted does not restrict legibility, which could also promote traffic safety. Lastly, while constitutionality is mandatory for any law, the new Code protects people's freedom of speech.

**PUBLIC & INTERNAL COMMENTS:** No protest petitions or official written comments have been filed to this department. However, there was a question and answer session held at City Hall on December 10, 2018. At this session, there were several questions answered about the proposed sign ordinance. One person was against sign regulations in general and specifically the prohibition of flashing signs. In addition, in two instances in September of 2018, the City Administrator and certain staff members of the Community Development Department discussed the proposed ordinance with some business owners that were at the July 16th meeting, a representative of the Rolla Chamber of Commerce, and others that inquired about giving the city feedback about sign regulations. While there were some concerns about temporary off-premise signage in residential areas, most approved of the following elements of the current proposal: the type, size, and duration of on-premises temporary signage in nonresidential zones.

**ACTION REQUIRED:** By a six to two vote, the Planning & Zoning Commission recommended that the City Council deny this proposal. This recommendation was given because of three explicitly stated reasons: Off-premises real estate signs were only permitted for a limited time in residential areas (this has been corrected by interpreting certain real estate signs as on-premises), complaint-driven enforcement is an insufficient method of enforcement, and too many "gray areas". The action required from the City Council is to conduct the final reading on the City of Rolla's request to amend the sign regulations of Rolla's Planning and Zoning Code.
DIVISION 18. SIGNS.

Sec. 42-244. Purpose of Sign Regulations.

The purposes of these sign regulations are: (1) to encourage the effective use of signs as a means of communication in Rolla; (2) to maintain and enhance the aesthetic environment and the City’s ability to attract sources of economic development and growth; (3) to promote pedestrian and traffic safety; (4) to minimize the possible adverse effect of signs on the enjoyment and economic value of nearby public or private property; (5) and to enable the fair and consistent enforcement of these restrictions. (Ord. 3414)

Sec. 42-244.1. Definitions.

a. Animation: Any action or motion other than flashing lights and automatic changeable copy in an attempt to develop a pictorial scene through the movement of lights or parts of a sign.
b. Attached Sign: Any sign substantially and permanently attached to, applied on, structurally connected to, painted on, or supported by, any part of a building.
c. Copy: The letters, figures, characters, representations, pictures or wording on a sign, including any identification, description, symbol, trademark, object, design, logo, illustration, or device illuminated or non illuminated which directs attention to a product, service, place, activity, person, institution, business, or solicitation, including any permanently installed or situated merchandise; or any emblem or painting designed to advertise, communicate, identify, or convey information.
e. Detached Sign: Any freestanding sign, and including any inoperable vehicle or any trailer located for the primary purpose of advertising.
f. Directional Sign: An on-premise informational sign.
g. Effective Area: The effective area of sign shall be computed from the area enclosed by the perimeter upon which sign copy are placed, except that when individual letters, numbers, logo, etc. are mounted individually and directly upon a building surface without a change in color or appearance of the surface background, the effective area of the sign shall be deemed to be the rectangle or other geometric form that encompasses the letters, numbers, logo, etc. One (1) face of a double-sided sign shall be used to determine effective area.

h. Freestanding Signs: A sign supported permanently upon the ground by poles or columns installed in the ground or mechanically fastened or welded to a foundation installed in the ground and are independent from any building or other structure. All freestanding signs, supports, and foundations shall be designed to withstand all required loads imposed at any point upon the sign.

i. Internally Illuminated Signs: Signs where the source of the illumination is inside the sign and light emanates through the message of the sign, rather than reflected off the surface of the sign from an external source.

j. Off-Premise Sign: Any sign intended or used to advertise or inform the public of uses, goods, services offered off the premises where the sign is located.

k. On-Premise Sign: Any sign designating the name of the owner or occupant of the premises upon which the sign is placed, or identifying such premises; or advertising goods manufactured or produced or services rendered on or listing the sale or lease of, the premises upon which the entire sign is located.

l. Permanent Sign: Any sign that is not a portable or a temporary sign. Permanent signs may be freestanding (detached) or attached to a building or other structure.

m. Portable Sign: Any sign not permanently attached to the ground or to a permanent structure or building; or a sign designed to be transported or moved by lifting, hoisting, or hauling. This definition includes portable signs that are designed to be transported by means of wheels; signs converted to "A" or "T" frames, menu or sandwich board signs; balloons and other inflatable objects used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said signs are exempt vehicular signs, as defined herein.

n. Street Frontage: The distance for which a lot line adjoins a public street right-of-way, from one lot line intersecting the right-of-way to the furthest distant lot line intersecting the same right-of-way.

o. Temporary Sign: A sign that meets the definition of a portable sign, as defined herein.

(Ord. 3414; Ord. 3542, §1; Ord. 3566, §4; Ord. 3611, §8)
Sec. 42-244.2. Exempt Signs.

The following signs shall not require the issuance of a sign permit, but must conform to other City codes. These signs are allowed in addition to all other signs allowed under this Article.

a. Address Numbers and Name Plates: Address numbers for each residential and business building shall not exceed one (1) square foot in effective area per character, and one (1) name plate not exceeding two (2) square feet in effective area per dwelling unit or business.

b. Banner Sign: A sign of lightweight, flexible fabric or similar material that is attached to a structure or building at one or more edges. National, state, and municipal flags, or the official flag of any other public or private entity, shall not be considered as banners. Banner signs may not be posted for more than thirty (30) days per four (4) month period per premise. (Ord. 3566, §5; Ord. 3611, §9)

c. Directional Signs: Detached on-premise directional signs that do not exceed five (5) square feet in effective area. No part of the sign shall exceed four (4) feet in height above finished grade, excluding berms or other landscaping features.

d. Flags: Any lightweight fabric, bunting, or similar highly flexible material containing the distinctive colors, patterns, or designs used as a symbol of any government, political subdivision, or other public or private entity. (Ord. 3611, §9)

e. Temporary Displays: Non commercial signs, flags, banners, or other materials displayed in conjunction with traditionally accepted patriotic, religious, or seasonal celebrations, holidays, community events, or charitable drives. (Ord. 3611, §9)

f. Government Signs: Any sign erected or maintained by or for any agency of government pursuant to and in discharge of any government function or required or authorized by law, ordinance, or governmental regulations.

g. Political Signs: Temporary political signs announcing the candidates seeking public office and other pertinent information. Political signs shall be removed within fourteen (14) days following a general election.

h. Internal Signs: Any on premise sign located entirely within a building. (Ord. 3611, §9)

i. Neighborhood Identification or Monument Sign: A detached sign, masonry wall, wooden support, landscaping or similar material or
features which, when combined, form a display for neighborhood or tract identification consisting of the neighborhood, subdivision, tract, or historic district name. (Ord. 4068, §2)

j. Real Estate Sale, Lessee and Construction Signs: A detached or attached non illuminated temporary on-premise sign pertaining to the construction, sale, or lease of that premise, not to exceed thirty-four (34) square feet in effective area in the Rural Residential District or commercial or industrial zones and not to exceed six (6) square feet in effective area in other residential zones. Real estate, lessee and construction signs shall be removed within fourteen (14) days after closing of the sale or lease or within thirty (30) days after the completion of construction.

k. Vehicular Signs: Any permanently attached vehicular sign advertising a business which regularly uses the vehicle for transportation off-premise and is licensed by the State of Missouri for current operation.

l. Inflatable Display Objects: (Repealed by Ord. 3542, §2).

m. Miscellaneous Exempt Signs:

a. Signs located on machinery or equipment which are necessary and customary to a business, such as gasoline pumps or vending machines.

b. Temporary residential garage, estate, or public auction sale signs.

c. Signs used as part of a public bench provided it does not interfere with driver vision or pedestrian movement.

d. Signs on facilities located in public places that provide information that is incidental to a sponsored activity, such as a scoreboard or time clock.

e. Building memorial signs or tablets reflecting building names, construction dates, and other relevant information when cut into any masonry surface, cast in metal, or constructed of other non-combustible material.

f. On-premise attached bulletin boards no more than thirty-four (34) square feet in area for public, not-for-profit, or religious institutions. Such signs may only be internally illuminated.

g. Temporary attached or detached signs not exceeding six (6) square feet in effective area advertising drives or events of a charitable, educational, or religious nature, provided that such sign shall be posted only during the drive or event for no more than thirty (30) days per year.

h. Historic landmark signs attached to any locally or nationally designated historic site, landmark or used to identify an historic district.

i. Lettering painted on a window or door of a business; and window signs located inside a building, excluding flashing or animated illuminated signs.

j. Private parking signs not to exceed three (3) square feet in effective area.
k. Handicapped parking space signs not exceeding two (2) square feet in areas reserving parking for handicapped persons. (Ord. 4068, §2)

l. Public viewable artwork that does not include any commercial message or reference, such as murals or sculptures. (Ord. 4068, §2)

(Ord. 3414; Ord. 3542, §2; Ord. 3566, §5; Ord. 3611, §9)

Sec. 42-244.3. Exempt Operations.

The following operations shall not require the issuance of a sign permit:

a. Changing the copy on an existing permitted sign which is specifically designed for the use of manually or automatically changeable copy, including billboard panels and posters; but not including changes in the structure, size, placement, or location of the sign, and

b. Maintenance, including repainting, cleaning, or other normal repair of an existing sign not involving structural changes in size, location, or placement. (Ord. 3414)

Sec. 42-244.4. General Sign Provisions.

a. Except where a building is located within the "CC" Center City District, no private sign shall be allowed to be located within or projecting over any public property. In the Center City District signs, whether attached or detached, shall not project beyond a vertical plane two (2) feet from the curb line and the bottom of said sign shall not be less than ten (10) feet above the highest level of the ground under the sign's lowest point

b. The following signs are prohibited, which:
   1. Employ flashing or animated features;
   2. Employ any searchlights or strobe lights;
   3. May be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency vehicle or road equipment by reason of their size, location, movement, content, coloring, or manner of illumination; and
4. Shield from view any traffic control device, sign, signal or other government sign.

   c. Illuminated signs shall be designed, located, and constructed to reduce glare and shall not be placed to permit focused light to be directed or beamed upon a public right-of-way, so as to cause a traffic hazard, or adjacent premises not under the same ownership and control, so as to create a nuisance.

   d. All signs, together with their supports, braces, connections, or anchors shall be kept in good repair. Unsafe signs, damaged, or deteriorated signs, or signs in danger of breaking apart or falling shall be removed or repaired by their owner upon written notice by the City.

   e. Signs may be erected near the intersection of two (2) streets or a driveway/street intersection provided the location of such sign does not create a sight distance problem by obstructing the vision of motorists or pedestrians. The City Engineer shall make this determination.

   f. If required, an application to erect an on-premise sign shall be accompanied by a Sign Plan. Sign Plans shall be consistent with the requirements specified in Section 42-244.8(d). Plans Required. (Ord. 3414; Ord. 3493, §9)

   g. Setbacks for on and off-premise detached signs shall be located within the setbacks established for buildings and structures in accordance with their respective residential, commercial, or industrial zoning district standards. The minimum front and rear yard setback shall be ten (10) feet – five (5) feet for side yards. Setbacks for detached signs shall be measured from the property line to the edge of the vertical support structure for the sign. (Ord. 4068, §3)

   h. Electronic Message Center Signs (EMCS) (See Section 42-244.10) are not permitted for use in any residential zoning district. (Ord. 4068, §3)

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**Sec. 42-244.5. Provisions for Residential Zoning Districts.**

   a. General Provisions: Only on-premise signs are permitted. Signs may be internally illuminated.

   b. Detached Signs: One (1) detached sign shall be allowed for each premise containing either a multi-family use (three (3) or more units) or a permitted non-residential use. No detached sign shall exceed sixty (60) square feet in effective area or fifteen (15) feet in height above grade, as measured from the highest part of the sign, excluding supports.

   III.A.9
c. Attached Signs: One (1) attached sign shall be allowed for each premise containing a multi-family use or a permitted nonresidential use. The total effective area shall not exceed two (2) square feet of effective area per lineal foot of wall length upon which the sign shall be mounted. Attached signs shall not extend above the roof line or beyond the wall edge of the building. (Ord. 3414)

Sec. 42-244.6. Provisions for Signs in Non-Residential Zoning Districts.

a. General Provisions: No sign shall be permitted within twenty-five (25) feet of a residential zoning district boundary line.

b. Signs permitted in "C-O" and "C-1" Districts:
   1. Only on-premise detached and attached signs shall be permitted. Illuminated signs must be internally lit.
   2. Permanently attached flush mounted wall signs may be used. The effective sign area available for a single premise shall be limited to two (2) square feet of effective sign area for each lineal foot of building frontage facing a street. In no case shall an attached wall mounted sign project above the roof line or beyond a wall edge. Flush mounted wall signs shall not extend further than eighteen (18) inches.
   3. Projecting signs shall have a minimum clearance of ten (10) feet above grade as measured from the lowest part of the sign and shall not exceed twenty (20) square feet in effective area.
   4. A premise shall be permitted one (1) detached sign. The sign shall be limited to a maximum effective area of one hundred (100) square feet and shall be limited to a maximum height of twenty (20) feet as measured from the highest part of the sign, excluding supports.

c. On-premise signs permitted in any "C-2, C-3, CC, M-1, or M-2" District:
   1. All on-premise signs permitted in the preceding Section, except that a limit of four (4) square feet of effective area shall be permitted for each lineal foot of building frontage facing a street.
   2. On-premise signs may be externally or internally illuminated.
   3. Detached on-premise signs may have one (1) surface containing copy in each direction. The maximum effective area shall be four hundred (400) square feet.
4. A premise shall be permitted to use up to two (2) detached signs, provided that the signs shall be separated by a minimum spacing of at least five-hundred (500) feet on the same side of the street between all other off-premise or on premise detached signs and are prohibited within one hundred twenty-five feet (125) of any residential zone. Premises may use detached, internally illuminated, menu board signs that do not front on a public right-of-way in addition to other exempt or permitted detached signs.

5. All detached signs shall be limited to a maximum height of forty (40) feet as measured from the highest part of the sign, excluding supports.

(Ord. 3414)

Sec. 42-244.7. Temporary Portable Signs.

a. All temporary portable non-exempt signs are prohibited. The owner(s) of the premise where any temporary portable sign is located or displayed made non-conforming as a result of the adoption of this ordinance shall have sixty (60) days following the said adoption to comply with the provisions of the Planning and Zoning Code, as per the provisions of Section 42-244.9 (g). Non-Conforming Signs. (Ord. 3611, §10)

b. No temporary portable sign may be located in any parking stall, driveway, or in any required landscaping area. Temporary portable signs may not be attached to any light pole, tree, telephone pole, column, or other structure, excluding signs placed in windows.

c. In the event a permanent sign is substantially damaged through fire, flood, act of God, insurrection or similar emergency beyond the control of the business owner or occupant, a temporary portable sign shall be allowed for a period of time not to exceed ninety (90) days. (Ord. 3414; Ord. 3542, §3; Ord. 3611, §10)

Sec. 42-244.8. Outdoor Advertising Structures (Off-premise Billboards).
Outdoor advertising structures, off-premise billboards, shall comply with all the requirements of this Section and shall only be permitted upon property having frontage on either Interstate 44, Highway 63, or Business Loop 44 and zoned C-3, M-1, or M-2. Within areas zoned Planned Unit Development District, or property in any District upon which a conditional use permit has been issued in the above mentioned corridors, such advertising structures shall only be permitted when specifically authorized upon the final development plan or permit approval. (Ord. 3414)

a. (a) Area, Height, Location - I-44:
   1. The maximum height of a billboard along Interstate 44 shall not exceed forty-five (45) feet from the highest point on the sign above the natural grade at the base of the sign or the adjacent street grade, whichever is higher. No part of structure shall extend below fifteen (15) feet.
   2. The maximum surface area along Interstate 44 shall be six hundred seventy two (672) square feet with a maximum sign height of 20 feet and a maximum sign width of forty eight (48) feet. The sign shall be limited to two signs in each direction with one message per sign. In no case will the total sign surface in any one direction exceed six hundred seventy two (672) square feet.
   3. Sign spacing along I-44 shall be five hundred (500) lineal feet per side.

b. Area, Height, Location - Hwy. 63 and Business Loop-44:
   1. The maximum height of a billboard along Highway 63 and Business Loop 44 shall be thirty (30) feet above the natural grade at the base of the sign or the adjacent street grade whichever is higher.
   2. The maximum surface area of a billboard along Highway 63 and Business Loop 44 shall be one-hundred ninety-two (192) square feet surface on each side with a maximum sign height of twelve (12) feet and a maximum sign width of twenty four (24) feet. No part of structure shall extend below fifteen (15) feet.
   3. Sign spacing along Highway 63 and Business Loop-44 shall be one thousand (1000) lineal feet per side.
   4. Billboards along Business Loop 44 and Highway 63 shall not exceed two sign surfaces, one surface in each direction, with one hundred ninety two (192) square feet surface on each side and not more than two (2) advertising faces on each side.
   5. No sign shall be located within one thousand (1000) feet of a residential zoning district.
   6. The minimum front yard setback for such signs shall be fifteen (15) feet from any public right-of-way, and/or private roadway
easement. The maximum setback for such sign shall be fifty (50) feet from the public right of way.

c. Restrictions for all highways:

1. External lighting of billboards, such as floodlights, thin line and goose-neck reflectors are permitted, provided the light source is directed upon the face of the sign and is effectively shielded so as to prevent beams or rays of light from being directed toward any residential structure or into any portion of the main traveled way. The lights should not be of such intensity so as to interfere with the residential use of property or to cause glare, impair the vision of the driver of a motor vehicle, or otherwise interfere with a driver's operation of a motor vehicle.

2. No such sign shall be located in such a manner as to obstruct or otherwise interfere with the effectiveness of an official traffic sign, signal, or device or obstruct or physically interfere with a motor vehicle operator's view of approaching, merging, or intersecting traffic.

3. No part of any billboard shall be located on any public street or private utility easement, drainage easement, or railroad right-of-way.

4. All lineal distances required by this section shall be measured from the nearest outside edge of the subject sign, whether a support, structural member, or the sign surface itself, to the nearest outside edge of the corresponding sign, building, right-of-way, or easement involved.

d. Plans Required: An application to erect such a sign shall include the following:

1. A set of plans, to scale, approved and sealed by a licensed engineer, providing all necessary construction and electrical details of the sign and sign structure, including height.

2. A Sign Plan, to scale containing:
   i. The proposed location of the sign on the property.
   ii. The distance from the proposed sign location to any buildings upon the property, and adjoining street right-of-way lines, and driveway entrances.
   iii. In conditional use areas, the distance from the proposed sign location to the next nearest billboard sign within one hundred (100) feet on either side of the street in either direction.
   iv. The distance from the proposed sign location to the nearest street intersection in either direction.
   v. Other information deemed necessary by city officials.

3. A representation of the proposed sign, to scale, including the width and length of the sign faces, and height from surrounding grade.
4. Construction Specifications: Any sign erected under this Article shall be a single pedestal type, constructed of non-flammable material, excluding wood. Construction of the sign and material specifications shall meet the structural requirements of the City's Building Code.

(Ord. 3414)

Sec. 42-244.9. Non-Conforming Signs.

a. All nonconforming attached and detached on-premise signs, including such signs existing pursuant to variances granted by the Board of Adjustment before June 1, 1999, shall, at the owner's expense, be removed or altered/moved in a way that brings the sign into conformance with the provisions of this Article before receiving any sign permits for existing or proposed signs with the one following exception. If the nonconforming sign has not been discontinued and the sign face is not enlarged, minor modifications and repairs may be made and the sign face may be altered or changed, but the sign shall not be moved unless moving the sign will allow it to into conformance with this Article. In addition, no structural alterations may be made to an on-premise sign. If structural alteration is needed to maintain structural integrity, the sign shall be removed and no building or sign permits shall be issued until its removal. A sign shall be considered discontinued if, for one year, the services or products advertised are no longer available at the destination or if the sign no longer has an advertising message other than the name of the sign owner on any part of the sign (Beginning dates of discontinuance can be validated by identifying the termination date of business licenses). (Ord. 4068, §4)

b. If the sign face of a nonconforming, off-premise sign is not enlarged, minor modifications and repairs may be made and the sign face may be altered or changed, but the sign shall not be moved unless moving the sign will allow it to into conformance with this Article. In addition, no structural alterations shall be permitted. If structural alteration is needed to maintain the sign's structural integrity, the sign shall be removed and no building or sign permits shall be issued until its removal.

c. In cases of doubt or on a specific question raised whether a nonconforming sign exists, it shall be a question of fact decided by the
Sec. 42-244.10. Electronic Message Center Signs.

An EMCS is defined as any sign or portion of a sign that uses changing lights to form a sign message or messages in text form or by video image display wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. The definition includes standard television screens, plasma display panel (PDP) screens, digital (HDTV) screens, flat panel display screen, light-emitting diode (LED) screens, video boards, and holographic 2 or 3D animation presentation displays. (Ord. 3982, §2)

a. Portable or temporary EMCS are prohibited. The use EMCS shall be further restricted by the additional standards in this section and the lighting standards in Section 42-244.4, General Sign Provisions. (Ord. 3982, §2)

b. An EMCS may be used with other sign types and the area of the EMCS shall be included in the calculation to determine total permitted sign advertising area for a specific business application. (Ord. 3982, §2)

c. Advertising messages, information, images and background shall remain in a fixed static position for a minimum of eight (8) seconds. The change sequence must be accomplished within an interval of two (2) seconds or less. (Ord. 3982, §2)

d. The EMCS shall have an automatic dimmer (factory set to the illumination intensities as follows) and a photo cell sensor to adjust the illumination intensity of brilliance of the sign so that it shall not cause glare or impair the vision of motorists, and shall not interfere with any driver’s operation of a motor vehicle. The sign shall not exceed a maximum illumination of seven thousand five hundred (7,500) nits (candelas per square meter) during daylight hours and a maximum illumination of five hundred (500) nits between dusk to dawn as measured from the sign’s face at maximum brightness. Any external illumination devices shall be effectively shielded so as to prevent beams
or rays of light from being directed at any portion or a street or highway or any residential use. (Ord. 3982, §2)

e. No moving, rotating, fluttering, blinking, or flashing elements are permitted. No animation, video, audio, pyrotechnic, or blue casting components are permitted. “Blue casting” refers to any digital media transmitter device provisioned over Bluetooth used to send an unsolicited electronic message directly to any cell phone within range if switched on. The EMCS shall not display any message that moves, appears to move, scrolls, or changes in light intensity during the fixed display period. (Ord. 3982, §2)

f. The MECS shall contain a default sign design that will freeze the sign in one (1) position if a malfunction occurs to avoid flashing. (Ord. 3982, §2)
Figure 3, Example of Types of Signs

- **Temporary Freestanding Signs**
- **Banner**
- **Flag**
- **FARINA ORTHODONTICS**
  - 813-972-2929
- **Feather Flags**
  - **Sail Flags**
  - **Tear Drop Flags**
- **Projecting Sign**
- **STARBUCKS COFFEE**
- **Ground Sign**
- **Pole Sign**
- **Herman Miller**
- **Any size Fountain 79¢**
- **Freestanding Signs**
Internal Illumination

External Illumination

Vehicular Sign – Prohibited, except when actively used for business.

Snipe Sign

Internal Signs
AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 42, WHICH IS KNOWN AS THE ROLLA PLANNING AND ZONING CODE, BY DELETING AND ADDING LANGUAGE TO DIVISION 18 OF SAID ARTICLE, WHICH IS KNOWN AS SIGNS, FOR THE PARTICULAR PURPOSE OF PERMITTING TEMPORARY AND PORTABLE SIGNAGE. (SIGN ORDINANCE)

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

SECTION 1. Section 42-244, Purpose of Sign Regulations, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

The purposes of these sign regulations are: (1) to encourage the effective use of signs as a means of communication in Rolla; (2) to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; (3) to promote pedestrian and traffic safety; (4) to minimize the possible adverse effect of signs on the enjoyment and economic value of nearby public or private property; (5) and to enable the fair and consistent enforcement of these restrictions.

SECTION 2. Section 42-244, Purpose of Sign Regulations, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

The purposes of these sign regulations are: (1) to encourage the effective use of signs as a means of communication in Rolla; (2) to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; (3) to promote pedestrian and traffic safety; (4) to minimize the possible adverse effect of signs on the enjoyment and economic value of nearby public or private property; (5) to preserve the right of free speech and expression; (6) and to enable the fair and consistent enforcement of these restrictions.

SECTION 3. Section 42-244.1, Definitions, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

a. Animation: Any action or motion other than flashing lights and automatic changeable copy in an attempt to develop a pictorial scene through the movement of lights or parts of a sign.

b. Attached Sign: Any sign substantially and permanently attached to, applied on, structurally connected to, painted on, or supported by, any part of a building.

c. Copy: The letters, figures, characters, representations, pictures or wording on a sign, including any identification, description, symbol, trademark, object,
design, logo, illustration, or device illuminated or non illuminated which directs attention to a product, service, place, activity, person, institution, business, or solicitation, including any permanently installed or situated merchandise; or any emblem or painting designed to advertise, communicate, identify, or convey information.


e. Detached Sign: Any freestanding sign, and including any inoperable vehicle or any trailer located for the primary purpose of advertising.

f. Directional Sign: An on-premise informational sign.

g. Effective Area: The effective area of sign shall be computed from the area enclosed by the perimeter upon which sign copy are placed, except that when individual letters, numbers, logo, etc. are mounted individually and directly upon a building surface without a change in color or appearance of the surface background, the effective area of the sign shall be deemed to be the rectangle or other geometric form that encompasses the letters, numbers, logo, etc. One face of a double-sided sign shall be used to determine effective area.

h. Freestanding Signs: A sign supported permanently upon the ground by poles or columns installed in the ground or mechanically fastened or welded to a foundation installed in the ground and are independent from any building or other structure. All freestanding signs, supports, and foundations shall be designed to withstand all required loads imposed at any point upon the sign.

i. Internally Illuminated Signs: Signs where the source of the illumination is inside the sign and light emanates through the message of the sign, rather than reflected off the surface of the sign from an external source.

j. Off-Premise Sign: Any sign intended or used to advertise or inform the public of uses, goods, services offered off the premises where the sign is located.

k. On-Premise Sign: Any sign designating the name of the owner or occupant of the premises upon which the sign is placed, or identifying such premises; or advertising goods manufactured or produced or services rendered on or listing the sale or lease of, the premises upon which the entire sign is located.

l. Permanent Sign: Any sign that is not a portable or a temporary sign. Permanent signs may be freestanding (detached) or attached to a building or other structure.

m. Portable Sign: Any sign not permanently attached to the ground or to a permanent structure or building; or a sign designed to be transported or moved by lifting, hoisting, or hauling. This definition includes portable signs that are designed to be transported by means of wheels; signs converted to "A" or "T" frames, menu or sandwich board signs; balloons and other inflatable objects used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said signs are exempt vehicular signs, as defined herein.

n. Street Frontage: The distance for which a lot line adjoins a public street right-of-way, from one lot line intersecting the right-of-way to the furthest distant lot line intersecting the same right-of-way.

o. Temporary Sign: A sign that meets the definition of a portable sign, as defined herein.

SECTION 4. Section 42-244.1, Definitions, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

III. A. 80.
a. Balloon Sign: A lighter-than-air, gas-filled balloon, tethered in a fixed location, which may or may not contain an advertisement message on its surface or attached to the balloon in any manner.

b. Banner: Any cloth, bunting, plastic, paper, or similar non-rigid material attached to any structure, staff, pole, rope, wire, or framing that is anchored on two or more edges or at all four corners, or by one edge when not on a pole or staff. Banners do not include flags.

c. Changeable Copy Sign: A sign with the capability of content change by means of manual or remote input, includes the following types:
   1. Manually Activated - Changeable sign whose message copy or content can be changed manually on a display surface.
   2. Electrically Activated - Changeable sign whose message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface.

d. Decorations: Displays (including lighting) that are a non-permanent installation for one-time or yearly events.

e. Electronic Message Center or Sign (EMC): An electrically activated changeable sign whose variable message and/or graphic presentation capability can be electronically programmed by computer from a remote location. EMCs typically use light emitting diodes (LEDs) as a lighting source. Any reference to EMC also refers to electrically activated changeable copy signs.

f. Feather Flags (Also known as advertising flags, flag banners, swooper flags, flutter flags, blade flags, sail flags, bow flags, tear drop flags): These advertising tools come in the form of a long, narrow, lightweight canvas or other non-rigid material that is attached to a flexible pole (generally) that can be placed into the ground or attached to a weighted stand that allows them to be portable. The shape of the canvas usually resembles a feather or tear drop or a sail with its long side attached to the pole and perpendicular to the ground. Feather flags are temporary in nature and do not include flags or banners.

g. Flag: Any sign printed or painted on cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols and is attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners.

h. Flashing Signs: Signs whose illumination is characterized by a repetitive cycle in which the period of illumination is either the same as or less than the period of nonillumination. Generally, a message is continuously repeated, with the sign used as an attention-getting device.

i. Freestanding Signs: A sign supported by structures or supports that are placed on, or anchored in the ground; and that is independent and detached from any building or other structure. The following are subtypes of freestanding signs:
   1. Ground Sign (Also known as monument sign): A sign permanently affixed to the ground at its base, supported entirely by a base structure, and not mounted on a pole or attached to any part of a building.
   2. Pole Sign: A freestanding sign that is permanently supported in a fixed location by a structure of one or more poles, posts, uprights, or braces from the ground and not supported by a building or a base structure. This definition includes pylon signs.
   3. Temporary Freestanding Sign: A freestanding sign that is not anchored in the ground or supported by a structure that is anchored in the ground.
or a freestanding sign that is easily removed from the ground by hand, such as h-frame lawn signs. This type of sign does not include balloon signs, inflatable signs, feather banners, sandwich board signs, vehicular signs, animated/electronic signs, mechanical movement signs, or revolving signs.

j. Frontage, Building: The length of an exterior building wall or structure of a single premises along the public’s rights-of-way.

k. Frontage, Property: The length of the property line(s) of any single premises along a public street. When the word “frontage” is used alone, it refers to property frontage.

l. Illumination: A source of any artificial or reflected light, either directly from a source of light incorporated in, or indirectly from an artificial source.

1. External Illumination: Artificial light, located away from the sign, which lights the sign, the source of which may or may not be visible to persons viewing the sign from any street, sidewalk, or adjacent property.

2. Internal Illumination: A light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface. Message center signs, digital displays, and signs incorporating neon lighting shall not be considered internal illumination for the purposes of this ordinance.

m. Illuminated Sign: A sign with electrical equipment installed for illumination, either internally illuminated through its sign face by a light source contained inside the sign or externally illuminated by a light source aimed at its surface.

n. Inflatable Sign: A sign that is an air-inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of air into the device.

o. Internal Signs: Any on-premises sign located entirely within a building.

p. Mechanical Movement Sign: A sign having parts that physically move rather than merely appear to move as might be found in a digital display. The physical movement may be activated electronically or by another means, but shall not include wind-activated movement, such as used for banners or flags. Mechanical movement signs do not include digital signs that have changeable, programmable displays.

q. Off-Premises Sign (Also known as a third-party sign, billboard, or outdoor advertising): An outdoor sign that contains a message or messages that directs attention to a specific business, product, service, event or activity, or other commercial or noncommercial activity, or contains a non-commercial message about something that is not sold, produced, manufactured, furnished, or conducted on the premises upon which the sign is located.

r. On-Premises Sign: A sign that contains a message or messages and design that relates to an individual business, profession, product, service, event, point of view, or other commercial or non-commercial activity sold, offered, or conducted on the same property where the sign is located.

s. Permanent Sign: A sign attached or affixed to a building, window, or structure, or to the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and its intended use appears to be indefinite.
t. Portable Sign: Portable signs are signs that are designed to be transported or moved and not permanently attached to the ground, a building, or other structure. The following types of signs are portable signs.

1. Sandwich Board Sign (Also known as A-frame sign): A type of freestanding, portable, temporary sign consisting of two faces connected and hinged at the top and its message is targeted to pedestrians. Includes a board sign on a stand instead of hinged.

2. Vehicular Sign: A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary advertisement for the business on which the vehicle sits or is otherwise not incidental to the vehicle's primary purpose.

u. Premises: The lot or lots, plots, portions, or parcels of land considered as a unit for a single use or development, whether owned or leased.

v. Projecting Sign (Also known as a blade sign): A building-mounted, double-sided sign with the two faces generally perpendicular to the building wall. Signs and banners that hang from a canopy, awning, or roof shall be considered projecting signs.

w. Revolving Sign: A sign which revolves in a circular motion; rather than remaining stationary on its supporting structure.

x. Roof Sign: A sign mounted on the main roof portion of a building or on the uppermost edge of a parapet wall of a building and which is wholly or partially supported by such building. When permitted, a roof sign will be considered a wall sign for the purpose of calculating maximum sign area.

y. Sign: Any device, structure, fixture, painting, emblem, or visual that uses words, graphics, colors, illumination, symbols, numbers, or letters for communicating a message. A sign includes the sign faces as well as any sign supporting structure.

z. Sign Area or Face: The area of a sign enclosed by the perimeter upon which sign copy is placed. The computation details are described below:

1. Where the sign consists of individual letters, designs, or symbols that are attached individually and directly upon a wall without a change in color or appearance of the surface background, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.

2. In the case of panel or cabinet type signs, the sign area shall include the entire area of the sign panel or cabinet upon which the sign copy is displayed or illustrated, but not open space between separate panels or cabinets.

3. In the case of sign copy enclosed within a painted or illuminated border, or displayed on a background contrasting in color with the color of the building or structure, the sign face shall comprise the area within the contrasting background, or within the painted or illuminated border.

4. Only one side of a double-sided sign shall be considered when determining the sign area if the faces are equal in size and the interior angle formed by the faces is zero degrees.

5. Where the faces of a double-sided sign are not equal in size, but the interior angle formed by the faces is zero degrees, the larger sign face shall be used as the basis for calculating sign area.
6. When the interior angle of a double-sided sign formed by the faces is greater than zero degrees, all sides of such sign shall be considered in calculating the sign area.

7. The sign area for signs that are (or include) a three-dimensional object is calculated as the sum of two adjacent vertical faces of the smallest cube encompassing the sign or object.

aa. Sign Copy: The letters, figures, characters, representations, pictures or wording on a sign, including any identification, description, symbol, trademark, object, design, logo, illustration, or device comprising the content or message of a sign; or any emblem or painting designed to advertise, communicate, identify, or convey information.

bb. Sign Height: The vertical dimension of a sign. The computation details and relevant regulations are as follows:
   1. Sign height shall be measured as the distance from the highest portion of the sign to the mean finished grade of the street closest to the sign. In the case of a sign located greater than 100 feet from a public street, height shall be measured to the mean grade at the base of the sign.
   2. Clearance shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other structural elements that project from the wall.

c. Snipe Sign (Also known as bandit sign): A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, streetlights, or other objects, or placed on any public property or in the public's rights-of-way or on any private property without the permission of the property owner.

dd. Streamers: A display made of lightweight, flexible materials, consisting of long, narrow, wavy strips hung individually or in a series, with or without a logo or advertising message printed or painted on them and typically designed to move in the wind.

ee. Temporary Sign: A sign that cannot be defined as a permanent sign. The only types of temporary signs permitted in the City of Rolla are listed under Subsection 42-244.7(b)

ff. Wall Sign (Also known a fascia sign, parallel wall sign, or band sign): A building-mounted sign, which is either attached to or displayed on an exterior wall in a manner parallel with the wall surface. A sign or banner installed on a roof, eave, canopy, or awning in a manner parallel with the structures surface is also considered a wall sign. See projecting signs for signs that hang from such structures.

gg. Zoning District, Nonresidential: C-O, C-1, C-2, C-3, CC, M-1, M-2, GI, and PUDs that contain commercial, office, civic, or industrial uses.

hh. Zoning District, Residential: R-R, R-1, R-2, R-3, R-3b, and PUDs that do not contain commercial, office, civic, or industrial uses.

SECTION 5. Section 42-244.2, Exempt Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

The following signs shall not require the issuance of a sign permit, but must conform to other City codes. These signs are allowed in addition to all other signs allowed under this Article.
a. Address Numbers and Name Plates: Address numbers for each residential and business building shall not exceed one (1) square foot in effective area per character, and one (1) name plate not exceeding two (2) square feet in effective area per dwelling unit or business.

b. Banner Sign: A sign of lightweight, flexible fabric or similar material that is attached to a structure or building at one or more edges. National, state, and municipal flags, or the official flag of any other public or private entity, shall not be considered as banners. Banner signs may not be posted for more than thirty (30) days per four (4) month period per premise. (Ord. 3566, §5; Ord. 3611, §9)

c. Directional Signs: Detached on-premise directional signs that do not exceed five (5) square feet in effective area. No part of the sign shall exceed four (4) feet in height above finished grade, excluding berms or other landscaping features.

d. Flags: Any lightweight fabric, bunting, or similar highly flexible material containing the distinctive colors, patterns, or designs used as a symbol of any government, political subdivision, or other public or private entity. (Ord. 3611, §9)

e. Temporary Displays: Non commercial signs, flags, banners, or other materials displayed in conjunction with traditionally accepted patriotic, religious, or seasonal celebrations, holidays, community events, or charitable drives. (Ord. 3611, §9)

f. Government Signs: Any sign erected or maintained by or for any agency of government pursuant to and in discharge of any government function or required or authorized by law, ordinance, or governmental regulations.

g. Political Signs: Temporary political signs announcing the candidates seeking public office and other pertinent information. Political signs shall be removed within fourteen (14) days following a general election.

h. Internal Signs: Any on premise sign located entirely within a building. (Ord. 3611, §9)

i. Neighborhood Identification or Monument Sign: A detached sign, masonry wall, wooden support, landscaping or similar material or features which, when combined, form a display for neighborhood or tract identification consisting of the neighborhood, subdivision, tract, or historic district name. (Ord. 4068, §2)

j. Real Estate Sale, Lessee and Construction Signs: A detached or attached non illuminated temporary on-premise sign pertaining to the construction, sale, or lease of that premise, not to exceed thirty-four (34) square feet in effective area in the Rural Residential District or commercial or industrial zones and not to exceed six (6) square feet in effective area in other residential zones. Real estate, lessee and construction signs shall be removed within fourteen (14) days after closing of the sale or lease or within thirty (30) days after the completion of construction.

k. Vehicular Signs: Any permanently attached vehicular sign advertising a business which regularly uses the vehicle for transportation off-premise and is licensed by the State of Missouri for current operation.

l. Inflatable Display Objects: (Repealed by Ord. 3542, §2).

m. Miscellaneous Exempt Signs:
a. Signs located on machinery or equipment which are necessary and customary to a business, such as gasoline pumps or vending machines.
b. Temporary residential garage, estate, or public auction sale signs.
c. Signs used as part of a public bench provided it does not interfere with driver vision or pedestrian movement.
d. Signs on facilities located in public places that provide information that is incidental to a sponsored activity, such as a scoreboard or time clock.
e. Building memorial signs or tablets reflecting building names, construction dates, and other relevant information when cut into any masonry surface, cast in metal, or constructed of other non-combustible material.
f. On-premise attached bulletin boards no more than thirty-four (34) square feet in area for public, not-for-profit, or religious institutions. Such signs may only be internally illuminated.
g. Temporary attached or detached signs not exceeding six (6) square feet in effective area advertising drives or events of a charitable, educational, or religious nature, provided that such sign shall be posted only during the drive or event for no more than thirty (30) days per year.
h. Historic landmark signs attached to any locally or nationally designated historic site, landmark or used to identify an historic district.
i. Lettering painted on a window or door of a business; and window signs located inside a building, excluding flashing or animated illuminated signs.
j. Private parking signs not to exceed three (3) square feet in effective area.
k. Handicapped parking space signs not exceeding two (2) square feet in area reserving parking for handicapped persons. (Ord. 4068, §2)
l. Public viewable artwork that does not include any commercial message or reference, such as murals or sculptures. (Ord. 4068, §2)

SECTION 6. Section 42-244.2, Exempt Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

The following signs are exempt from the provisions of this Division, unless otherwise noted, but must conform to all other federal, state, and local codes/rules, including building codes.

a. Any sign that is posted by a governmental unit on government property and any sign required by local, state, or federal law.
b. Any sign posted on the property of a public school district or public university if that sign is posted by the school district or university that owns such property.
c. Signs that are less than seven feet in height if the sign face is not visible from the public’s rights-of-way.
d. In nonresidential districts, any sign less than seven feet in height and that is more than 100 feet away from any lot line fronting a street.
e. In nonresidential districts, if the signs are four square feet or less in area and four feet or less in height, one pole sign at each exit and each entrance of any property.

III. A. 26.
f. Flags. This provision does not include banners or feather flags. However, flags and supporting structures that lawfully project into the public rights-of-way shall not hang below seven feet in height.

g. Internal signs, including lettering painted on or attached to a window or door and window signs located inside a building, but excluding flashing signs that do not conform to the regulations of this Division related to electronic message center signs.

h. Balloons (does not include balloon signs) that are less than 36 inches in diameter. Balloons that are deflated or faded will be deemed unmaintained and required to be removed.

i. A sign that is integrated into or on a coin-operated machine, credit-card machine, vending machine, gasoline pump, or telephone booth.

j. Decorations, except that they shall not be displayed for more than 120 days in a year.

k. Signs printed on or attached to a public bench if it does not interfere with driver vision or pedestrian movement and does not extend beyond the public bench’s structural width and height.

l. Signs carved into a building or raised in integral relief on a building.

SECTION 7. Section 42-244.3, Exempt Operations, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting this Section’s title, Exempt Operations, and adding the following title to this Section:

Prohibited Signs

SECTION 8. Section 42-244.3, Prohibited Signs, which was formally known as Exempt Operations, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

The following operations shall not require the issuance of a sign permit:

a. Changing the copy on an existing permitted sign which is specifically designed for the use of manually or automatically changeable copy, including billboard panels and posters; but not including changes in the structure, size, placement, or location of the sign, and

b. Maintenance, including repainting, cleaning, or other normal repair of an existing sign not involving structural changes in size, location, or placement.

SECTION 9. Section 42-244.3, Prohibited Signs, which was formally known as Exempt Operations, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

The following signs are prohibited.

a. Flashing signs.

b. Signs that employ pyrotechnic or blue casting components and signs that emit smoke, visible vapors, particulate matter, or odor.

c. Signs that employ any searchlights or strobe lights and reflective signs or signs containing mirrors.
d. Signs that may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency vehicle or road equipment by reason of their size, location, movement, coloring, or manner of illumination.

e. Signs that shield from view any traffic control device, sign, signal or other government sign.

f. Snipe signs.

g. Vehicular signs. This regulation does not include operable vehicles primarily and actively used for business purposes and/or personal transportation.

h. Signs that are unlawful.

SECTION 10. Section 42-244.4, General Sign Provisions, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

a. Except where a building is located within the "CC" Center City District, no private sign shall be allowed to be located within or projecting over any public property. In the Center City District signs, whether attached or detached, shall not project beyond a vertical plane two (2) feet from the curb line and the bottom of said sign shall not be less than ten (10) feet above the highest level of the ground under the sign's lowest point

b. The following signs are prohibited, which:
   1. Employ flashing or animated features;
   2. Employ any searchlights or strobe lights;
   3. May be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency vehicle or road equipment by reason of their size, location, movement, content, coloring, or manner of illumination; and
   4. Shield from view any traffic control device, sign, signal or other government sign.

c. Illuminated signs shall be designed, located, and constructed to reduce glare and shall not be placed to permit focused light to be directed or beamed upon a public right-of-way, so as to cause a traffic hazard, or adjacent premises not under the same ownership and control, so as to create a nuisance.

d. All signs, together with their supports, braces, connections, or anchors shall be kept in good repair. Unsafe signs, damaged, or deteriorated signs, or signs in danger of breaking apart or falling shall be removed or repaired by their owner upon written notice by the City.

e. Signs may be erected near the intersection of two (2) streets or a driveway/street intersection provided the location of such sign does not create a sight distance problem by obstructing the vision of motorists or pedestrians. The City Engineer shall make this determination.

f. If required, an application to erect an on-premise sign shall be accompanied by a Sign Plan. Sign Plans shall be consistent with the requirements specified in Section 42-244.8(d). Plans Required. (Ord. 3414; Ord. 3493, §9)

g. Setbacks for on and off-premise detached signs shall be located within the setbacks established for buildings and structures in accordance with their respective residential, commercial, or industrial zoning district standards. The minimum front and rear yard setback shall be ten (10) feet – five (5) feet for
side yards. Setbacks for detached signs shall be measured from the property line to the edge of the vertical support structure for the sign. (Ord. 4068, §3)
h. Electronic Message Center Signs (EMCS) (See Section 42-244.10) are not permitted for use in any residential zoning district. (Ord. 4068, §3)

SECTION 11. Section 42-244.4, General Sign Provisions, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

a. On-Premises Signage. Permanent signage, except as authorized by Section 42-244.8 and signs authorized by federal and state law, shall only be on-premises signage. Temporary signage shall be on-premises signage, except as authorized in Sections 42-244.5 and 42-244.6.
b. Messaging. Any signage authorized to be displayed by this ordinance may contain a noncommercial message.
c. Permitting Exceptions. The following operations shall not require the issuance of a sign permit:
   1. Changing the copy on an existing conforming sign that has not been discontinued and that is specifically designed for the use of manually or digitally activated changeable copy sign, including billboard panels and posters; but not including changes in the structure, size, placement, or location of the sign, and
   2. Maintenance, including repainting, cleaning, or other normal repair of an existing sign not involving structural alterations or changes in size, location, or placement.
d. Permitting Process. Except for exempt signs, all permanent signs, regardless of the fact that a building permit may be required for its erection/installation, require the submission and approval of an application for a sign permit and a sign site plan. Sign permits are not building permits for signs. Some signs may require building permits, even if they are exempt from this Division. Applications for sign permits or supporting material, such as elevations, shall indicate the type, number, size, shape, and dimensions of all of the existing and proposed signage on the premises. If needed, elevation views or other relevant information may be required. No sign permits shall be issued if the premises requesting the permit contains an illegal sign.
e. Site Plan Requirements. Sign site plans shall be provided as follows:
   1. The site plan shall be drawn to scale or shall show the dimensions of all relevant objects/elements and show all the distances between all of the relevant objects/elements.
   2. The site plan shall indicate the property lines of the premises and, in cases whereby signs are being placed in the rights-of-way, the site plan shall indicate the type of ROW surface, the location of the curbsline, the sidewalk, and any objects within the ROW in front of the property subject to the proposal.
   3. The site plan shall show the proposed location of each sign in relation to property lines, nearby buildings, walkways, streets, driveways and parking areas.
f. Sign Location and ROW. All signs and other objects regulated by or exempt from this Division, including merchandise, patio furniture, sign structures, flags, decorations, and temporary signs, must be erected/placed and attached
totally on or within private property, except that if a tenant space is located in a nonresidential zoning district along the public’s rights-of-way and there is less than five feet between the full building frontage of the tenant space and the public’s rights-of-way, certain types of signs and other objects may be placed in or project over the public’s rights-of-way, but not in or over any roadway. Apart from all other provisions that apply, Subsection 42-244.7(f) and the following provisions listed below describe the applicability and the restrictions of such an allowance:

1. Only wall signs, flags, streamers, and projecting signs shall be permitted to project over sidewalks. The minimum clearance of such objects shall be seven feet and the object shall not occupy space beyond a vertical plane of two feet from the curb line.

2. Only patio furniture, merchandise, and sandwich board signs are permitted on sidewalks. The maximum height for such signs/objects shall be five feet.

3. One flag or temporary freestanding sign may be located in each city-owned flowerpot if the sign is less than two square feet in area, the object does not exceed five feet in height when in the flowerpot, the flower pot is watered and maintained by the tenant, and those flowerpots are on a public sidewalk and abut the tenant space responsible for locating such a sign in said flowerpot.

4. See Subsection 42-244.7(f) for all other restrictions pertaining to this allowance.

g. Permission. The party constructing/installing/placing the sign or object on private property is responsible for obtaining the permission of the property owner before such action is taken.

h. Setbacks. Unless exempt by Subsection 42-244.4(f), all signs, including temporary signs and exempt signs, shall conform to the side and rear setback requirements of the zoning district they are located in. However, the front of the lot shall be defined as any lot line that fronts a street. Such signs shall have a minimum rear yard setback of ten feet and a minimum side yard setback of five feet.

i. Residential Protection. Even if a sign is exempt under Section 42-244.2, no sign that makes noise or is a freestanding sign that is more than seven feet tall shall be permitted in or within 100 feet of a residential zoning district that is not the public’s rights-of-way.

j. Illumination. All permanent signs may be unilluminated, internally illuminated, or externally illuminated. Externally lit signs shall be illuminated only with steady, stationary, and shielded light sources directed solely onto the sign. The illumination of signs shall not be brighter than is necessary for clear and adequate visibility. Illumination shall not exceed approximately 750 cd/m² or Nits at night. The illumination of signs shall not be of such intensity or brilliance as to impair the vision of a motor vehicle driver with average eyesight or to otherwise interfere with the driver's operation of a motor vehicle.

k. Roof Signs and Sign Placement. In no instance shall a wall sign or projecting sign project above the eave line or beyond a wall edge, except for roof signs in the C-3 and C-C zoning districts.

l. Maintenance. All signs, together with their supports, braces, connections, or anchors shall be kept in good repair. Unsafe signs, damaged, or deteriorated...
signs, or signs in danger of breaking apart or falling shall be removed or repaired by their owner upon written notice by the City of Rolla.

m. Clearances.

1. Vision clearance areas: Vision clearance areas or triangles are triangular shaped areas located at the intersection of any combination of rights-of-way, alleys, or driveways. The size of the triangle shall be determined by the City Engineer. The vision or path of pedestrians, bicyclists, or motor-vehicle operators shall not be obstructed with any object regulated by or exempt from this Division. No object shall be located within any vision clearance triangle, the size of which is determined by the city engineer.

2. Clearances from fire escapes, means of egress or standpipes: Signs, sign structures and awnings are prohibited from being erected in any manner that interferes in any way with the free use of any fire escape, means of egress or standpipe. Attaching signs, sign structures or awnings to a fire escape is prohibited, unless such a sign is required for safety.

3. Obstruction of windows and ventilation: Signs, sign structures and awnings are prohibited from being installed in any way that obstructs any building openings to such an extent that light, ventilation, or exhaust are reduced to a level below that required by either the Building Code, Plumbing Regulations, Heating and Ventilating Regulations, or Housing and Maintenance Regulations.

n. Measurements. All lineal distances required by this Division shall be measured from the nearest outside edge of the subject sign, whether a support, structural member, or the sign surface itself, to the nearest outside edge of the corresponding sign, building, right-of-way, property line, easement, or other object/element involved. Other measurement specifications are within the definition section of this Division, Section 42-244.1.

o. Changeable Copy. Changeable copy, whether digitally or manually activated, is permitted only if it is integrated into a pole, ground, marquee, projecting, or wall sign. In addition, only manually activated changeable copy is permitted on sandwich board signs. See Section 42-244.10 for restrictions on the use of EMCs.

p. Movement. Mechanical movement and revolving signs are only permitted in nonresidential districts.

q. Rules for interpretation and applicability.

1. When the word “sign” or “signs” is used in this Division it may also be referring to patio furniture, merchandise, and decorations.

2. Where this Division is silent, or where the rules of this Division do not provide a basis for concluding that a sign is allowed, said sign is therefore prohibited.

SECTION 12, Section 42-244.5, Provisions for Residential Zoning Districts, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the title of this Section, Provisions for Residential Zoning Districts, and adding the following title:

Sign Regulations for Residential Zoning Districts

III. A. 31.
SECTION 13. Section 42-244.5, Sign Regulations for Residential Zoning Districts, which was formally known as Provisions for Residential Zoning Districts, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

a. General Provisions: Only on-premise signs are permitted. Signs may be internally illuminated.

b. Detached Signs: One (1) detached sign shall be allowed for each premise containing either a multi-family use (three (3) or more units) or a permitted non-residential use. No detached sign shall exceed sixty (60) square feet in effective area or fifteen (15) feet in height above grade, as measured from the highest part of the sign, excluding supports.

c. Attached Signs: One (1) attached sign shall be allowed for each premise containing a multi-family use or a permitted nonresidential use. The total effective area shall not exceed two (2) square feet of effective area per lineal foot of wall length upon which the sign shall be mounted. Attached signs shall not extend above the roof line or beyond the wall edge of the building.

SECTION 14. Section 42-244.5, Sign Regulations for Residential Zoning Districts, which was formally known as Provisions for Residential Zoning Districts, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

a. Sign standards for properties within residential zoning districts containing single-family houses and duplexes, even if business is being conducted in the building:

1. Type. Any wall sign or freestanding sign, as defined and limited in Subsection 42-244.1(i). No sign is permitted to have changeable copy. Off-premises temporary signage shall not be posted for more than 14 consecutive days in any given quarter of a year and such signage shall be removed within 14 days of receiving notice from the City of Rolla.

2. Number and Sign Area. If the total sign area of all signs does not exceed 32 square feet, there is no limit on the number of signs permitted.

3. Height. Freestanding signs shall be less than six feet in height and wall signs shall not project higher than the lowest eave line.

b. Sign standards for residentially-zoned properties that serve as the entrance/exit ways to subdivisions, contain multi-family complexes or condominium complexes, or contain permitted or nonconforming nonresidential uses that are not considered home occupations and are not located in single-family houses or duplexes:

1. Type. Any wall sign or freestanding sign, as defined and limited in Subsection 42-244.1(i). Off-premise temporary signage shall not be posted for more than 14 consecutive days in any given quarter of a year and such signage shall be removed within 14 days of receiving notice from the City of Rolla.

2. Number and Sign Area. One wall sign is permitted on each building and one ground or pole sign is permitted per entrance/exit to a public street or, in the case of a subdivision, per entrance/exit to the subdivision. The
maximum sign area of any one permanent sign is 64 square feet. An
unlimited amount of temporary freestanding signs, as defined and
limited in Subsection 42-244.1(i), is permitted if the total sign area of
all temporary freestanding signs does not exceed 32 square feet.

3. Height. Ground and pole signs shall be limited to a maximum height of
15 feet. Temporary freestanding signs shall be limited to six feet in
height.

SECTION 15. Section 42-244.6, Provisions for Signs in Non-Residential Zoning Districts, of
Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended
by deleting the title of this Section, Provisions for Signs in Non-Residential Zoning
Districts, and adding the following title:

Sign Regulations for Nonresidential Zoning Districts

SECTION 16. Section 42-244.6, Sign Regulations for Nonresidential Zoning Districts, which
was formally known as Provisions for Signs in Non-Residential Zoning Districts,
of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended
by deleting the following language:

a. General Provisions: No sign shall be permitted within twenty-five (25) feet of
a residential zoning district boundary line.

b. Signs permitted in "C-O" and "C-1" Districts:
   1. Only on-premises detached and attached signs shall be permitted.
      Illuminated signs must be internally lit.
   2. Permanently attached flush mounted wall signs may be used. The
      effective sign area available for a single premise shall be limited to two
      (2) square feet of effective sign area for each lineal foot of building
      frontage facing a street. In no case shall an attached wall mounted sign
      project above the roof line or beyond a wall edge. Flush mounted wall
      signs shall not extend further than eighteen (18) inches.
   3. Projecting signs shall have a minimum clearance of ten (10) feet above
      grade as measured from the lowest part of the sign and shall not exceed
      twenty (20) square feet in effective area
   4. A premise shall be permitted one (1) detached sign. The sign shall be
      limited to a maximum effective area of one hundred (100) square feet
      and shall be limited to a maximum height of twenty (20) feet as
      measured from the highest part of the sign, excluding supports.

c. On-premise signs permitted in any "C-2, C-3, CC, M-1, or M-2" District:
   1. All on-premise signs permitted in the preceding Section, except that a
      limit of four (4) square feet of effective area shall be permitted for each
      lineal foot of building frontage facing a street.
   2. On-premise signs may be externally or internally illuminated.
   3. Detached on-premise signs may have one (1) surface containing copy
      in each direction. The maximum effective area shall be four hundred
      (400) square feet.
   4. A premise shall be permitted to use up to two (2) detached signs,
      provided that the signs shall be separated by a minimum spacing of at
      least five-hundred (500) feet on the same side of the street between all
other off-premise or on premise detached signs and are prohibited within one hundred twenty-five feet (125) of any residential zone. Premises may use detached, internally illuminated, menu board signs that do not front on a public right-of-way in addition to other exempt or permitted detached signs.

5. All detached signs shall be limited to a maximum height of forty (40) feet as measured from the highest part of the sign, excluding supports.

SECTION 17. Section 42-244.6, Sign Regulations for Nonresidential Zoning Districts, which was formally known as Provisions for Signs in Non-Residential Zoning Districts, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

a. General Provisions:
1. In addition to the signs listed in Subsections 42-244.6(b) and 42-244.6(c), properties within nonresidential zoning districts are permitted temporary/portable signs, as regulated in Section 42-244.7.
2. Each building, not individual tenants, are permitted a maximum amount of area for wall signs. The owner(s) of the premises may divide and distribute the allowable sign area in any way she/he/they chooses. It is the responsibility of the person/entity posting the sign to obtain permission from the owner to install/locate a sign of a certain size on the owner’s property.

b. Sign standards for properties located in C-O and C-1 Districts:
1. Type. Pole signs, ground signs, projecting signs, and wall signs shall be permitted.
2. Number. Each premises is permitted an unlimited amount of wall signs and is permitted one projecting sign for each tenant space. In addition, all premises are permitted two permanent freestanding signs (i.e. ground signs and pole signs) if there is a distance of 500 feet or more between the two signs. Corner lots and parcels shall be permitted one permanent freestanding sign per street frontage, up to two signs, if each sign is located along a different street, regardless of distance between the two signs. Otherwise, there must be 500 feet of separation between the signs in order for two signs to be permitted on such premises.
3. Sign Area. Maximum wall sign area shall be determined by multiplying the lineal feet of building frontage facing a street by two square feet. Projecting signs shall not exceed 20 square feet in area, regardless of the amount of other signage on the premises. Each Pole or ground sign shall be limited to 100 square feet each.
4. Height and Clearance. Ground and pole signs shall be limited to a maximum height of 20 feet. Projecting signs shall have a minimum clearance of seven feet.

c. Sign standards properties located in C-2, C-3, CC, M-1, M-2, or GI Zoning Districts and, unless otherwise restricted by a final development plan, any PUDs with commercial, industrial, or civic uses:
1. Type. Same as Subsection 42-244.6(b)(1), except that mechanical movement and revolving signs are also permitted. In addition, roof signs are only permitted in C-3 and C-C zoning districts and such signs will
be considered wall signs in the calculation of maximum sign area. If a mechanical movement or revolving sign is attached to a building it will be considered a projecting sign and if such signs are not connected to a building, they will be considered a permanent freestanding sign (i.e. ground signs and pole signs).

2. Number. Same as Subsection 42-244.6(b)(2).

3. Sign Area. Maximum wall sign area shall be determined by multiplying the lineal feet of building frontage facing a street by four square feet. Projecting signs shall not exceed 20 square feet in area, regardless of the amount of other signage on the premises. Each Pole or ground sign shall be limited to 400 square feet each.

4. Height and Clearance. Ground and pole signs shall be limited to a maximum height of 40 feet. Roof signs shall not exceed the building height limit of the zoning district in which the sign is located. Projecting signs shall have a clearance of seven feet.

SECTION 18. Section 42-244.7, Temporary Portable Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the title of this Section, Provisions for Signs in Non-Residential Zoning Districts, and adding the following title:

Temporary and Portable Signs

SECTION 19. Section 42-244.7, Temporary and Portable Signs, which was formally known as Temporary Portable Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

a. All temporary portable non-exempt signs are prohibited. The owner(s) of the premise where any temporary portable sign is located or displayed made non-conforming as a result of the adoption of this ordinance shall have sixty (60) days following the said adoption to comply with the provisions of the Planning and Zoning Code, as per the provisions of Section 42-244.9 (g). Non-Conforming Signs. (Ord. 3611, §10)

b. No temporary portable sign may be located in any parking stall, driveway, or in any required landscaping area. Temporary portable signs may not be attached to any light pole, tree, telephone pole, column, or other structure, excluding signs placed in windows.

c. In the event a permanent sign is substantially damaged through fire, flood, act of God, insurrection or similar emergency beyond the control of the business owner or occupant, a temporary portable sign shall be allowed for a period of time not to exceed ninety (90) days.

SECTION 20. Section 42-244.7, Temporary and Portable Signs, which was formally known as Temporary Portable Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

The following provisions apply to nonresidential zoning districts only. Temporary signs that comply with the requirements of Section 42-244.7 shall not be included in the determination of the type, number, or area of the signs permitted on a property
per Subsections 42-244.6(b) and 42-244.6(c). The following restrictions apply to temporary and portable sign placement/installation/construction.

a. Each tenant space on a property in a nonresidential district is permitted to locate two temporary signs on such a property, except that when a tenant locates a balloon sign or inflatable sign on the property, the tenant shall not locate any other temporary or portable sign on the property. Off-premise temporary signage shall not be posted for more than 14 consecutive days in any given quarter of a year and such signage shall be removed within 14 days of receiving notice from the City of Rolla.

b. Tenants may only choose from the following types of temporary and portable signs:
   1. Temporary freestanding signs
   2. Banners, if not considered a wall sign per Subsection 42-244.1(ff)
   3. Balloon signs
   4. Inflatable signs
   5. Feather flags
   6. Sandwich board signs
   7. Streamers

c. Area restrictions by sign type:
   1. Temporary freestanding signs, banners, and feather flags shall not exceed 32 square feet.
   2. Sandwich board signs shall not exceed 16 square feet
   3. Inflatable signs and balloon signs are limited to 75 square feet (See Subsection 42-244.1(z)(7) for the method of calculating area for three-dimensional objects).

d. Height restrictions by sign type:
   1. Temporary freestanding signs and sandwich board signs shall be limited to five feet in height.
   2. Feather flags, balloon signs, banners, streamers, and inflatable signs shall be limited to 24 feet in height.

e. General restrictions:
   1. The party posting the temporary sign is solely responsible for obtaining the permission of the property owner before posting their temporary sign.
   2. Except for movement caused by air compressors for inflatable signs, mechanical motion, illumination, EMC technology, and electronically activated changeable copy is prohibited.
   3. Manual changeable copy is only permitted when integrated into a sandwich board sign.
   4. Inflatable signs, feather flags, and balloon signs shall have a minimum setback requirement from all lot lines that is equal to its height. All other temporary/portable signs, except when certain such signs are permitted within the sidewalk area, must conform to the same setback requirements to which permanent signs must conform.
   5. Inflatable signs are not permitted within 100 feet of a residential zoning district and air compressors (and other noisy motors associated with any sign) must be turned off between the hours of 11 P.M. to 7 A.M.
6. No temporary or portable sign that is more than seven feet tall shall be permitted within 100 feet of a residential zoning district.

7. Vehicular signs are prohibited, except that the use of business logos, identification, or advertising on operable vehicles primarily and actively used for business purposes and/or personal transportation is permitted.

8. Signs located on patio furniture, merchandise, or the structures on or from which such merchandise sits or hangs, respectively, shall be considered temporary signs and count towards the total temporary/portable signage permitted per property.

f. Sidewalk restrictions. If permitted by Subsection 42-244.4(f), the following restrictions apply:

   1. If signs are permitted on sidewalks, signs shall only be located on the sidewalk space that abuts the tenant space that is permitted to locate such signs on such sidewalks.
   2. No object shall obstruct a continuous through pedestrian zone of at least five feet in width.
   3. All permitted signs that are on a public sidewalk shall be located within 12 feet of the primary public entrance of the tenant's establishment.
   4. Sandwich board signs shall be weighted, temporarily secured, or strategically placed to avoid being carried away by high winds.
   5. Sandwich board signs and merchandise shall not be displayed on any sidewalk during hours of non-operation.
   6. No signs shall obstruct pedestrian and wheelchair access from the sidewalk to parking spaces or access ramps designated for people with disabilities or building exits, including fire escapes.

g. Installation and Maintenance

   1. All signs/objects must be installed such that, in the opinion of Rolla's building official, they do not create a safety hazard.
   2. All signs must be made of durable materials and shall be well maintained. Signs that are frayed, torn, broken, or that are no longer legible will be deemed unmaintained and required to be removed.
   3. Owner or tenant will be given one warning for violating any of the provisions pertaining to temporary/portable signs. After the initial warning, all subsequent violations may result in the issuance of a citation without any further notice in perpetuity.

SECTION 21. Section 42-244.8, Off-Premises Sign (Third-party sign, billboard, or outdoor advertising), of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby reinstated as follows:

Permanent off-premise signage shall comply with all the requirements of this Division and shall only be permitted upon property having frontage on either Interstate 44, Highway 63, or Business Loop 44, and zoned C-3, M-1, or M-2. Within areas zoned Planned Unit Development District or property in any zoning district upon which a conditional use permit has been issued in the above mentioned corridors, such advertising structures shall only be permitted when specifically authorized upon the final development plan or permit approval. (Ord. 3414)
a. Area, Height, Location – Interstate 44:
   1. The maximum height of a billboard along Interstate 44 shall not exceed 45 feet. No part of structure shall extend below 15 feet.
   2. The maximum surface area along Interstate 44 shall be 672 square feet with a maximum sign height of 20 feet and a maximum sign width of 48 feet. The sign shall be limited to two signs in each direction with one message per sign. In no case will the total sign surface in any one direction exceed 672 square feet.
   3. Sign spacing along I-44 shall be 500 lineal feet per side of the highway.

b. Area, Height, Location - Highway 63 and Business Loop 44:
   1. The maximum height of a billboard along Highway 63 and Business Loop 44 shall be 30 feet. The maximum surface area of a billboard along Highway 63 and Business Loop 44 shall be 192 square feet surface on each side with a maximum sign height of 12 feet and a maximum sign width of 24 feet. No part of the structure shall extend below 15 feet.
   2. Sign spacing along Highway 63 and Business Loop-44 shall be one thousand 1000 lineal feet per side.
   3. Billboards along Business Loop 44 and Highway 63 shall not exceed two sign surfaces, one surface in each direction, with 192 square feet surface on each side and not more than two advertising faces on each side.
   4. No sign shall be located within 1000 feet of a residential zoning district.
   5. The minimum front yard setback for such signs shall be 15 feet from any public right-of-way and/or private roadway easement. The maximum setback for such sign shall be 50 feet from the public right of way.

c. Restrictions for all highways:
   1. External lighting of billboards, such as floodlights, thin line, and goose-neck reflectors are permitted, provided the light source is directed upon the face of the sign and is effectively shielded so as to prevent beams or rays of light from being directed toward any residential structure or into any portion of the main travel way. The lights should not be of such intensity so as to interfere with the residential use of property or to cause glare, impair the vision of the driver of a motor vehicle, or otherwise interfere with a driver's operation of a motor vehicle.
   2. No such sign shall be located in such a manner as to obstruct or otherwise interfere with the effectiveness of an official traffic sign, signal, or device or obstruct or physically interfere with a motor vehicle operator's view of approaching, merging, or intersecting traffic.
   3. No part of any billboard shall be located on any public street or private utility easement, drainage easement, or railroad right-of-way.
   4. All lineal distances required by this Division shall be measured from the nearest outside edge of the subject sign, whether a support,
structural member, or the sign surface itself, to the nearest outside edge of the corresponding sign, building, right-of-way, or easement involved.

d. Plans Required: An application to erect such a sign shall include the following:

1. A set of plans, to scale, approved and sealed by a licensed engineer; providing all necessary construction and electrical details of the sign and sign structure, including height.

2. A Sign Plan, to scale containing:
   - The proposed location of the sign on the property.
   - The distance from the proposed sign location to any buildings upon the property, and adjoining street right-of-way lines, and driveway entrances.
   - In conditional use areas, the distance from the proposed sign location to the next nearest billboard sign within 100 feet on either side of the street in either direction.
   - The distance from the proposed sign location to the nearest street intersection in either direction.
   - Other information deemed necessary by city officials.

3. A representation of the proposed sign, to scale, including the width and length of the sign faces, and height from surrounding grade.

4. Construction Specifications: Any sign erected under this Article shall be a single pedestal type, constructed of non-flammable material, excluding wood. Construction of the sign and material specifications shall meet the structural requirements of the City's Building Code.

SECTION 22, Section 42-244.9, Nonconforming Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

a. All nonconforming attached and detached on-premise signs, including such signs existing pursuant to variances granted by the Board of Adjustment before June 1, 1999, shall, at the owner's expense, be removed or altered/moved in a way that brings the sign into conformance with the provisions of this Article before receiving any sign permits for existing or proposed signs with the one following exception. If the nonconforming sign has not been discontinued and the sign face is not enlarged, minor modifications and repairs may be made and the sign face may be altered or changed, but the sign shall not be moved unless moving the sign will allow it to into conformance with this Article. In addition, no structural alterations may be made to an on-premise sign. If structural alteration is needed to maintain structural integrity, the sign shall be removed and no building or sign permits shall be issued until its removal. A sign shall be considered discontinued if, for one year, the services or products advertised are no longer available at the destination or if the sign no longer has an advertising message other than the name of the sign owner on any part of the sign (Beginning dates of discontinuance can be validated by identifying the termination date of business licenses). (Ord. 4068, §4)
b. If the sign face of a nonconforming, off-premise sign is not enlarged, minor modifications and repairs may be made and the sign face may be altered or changed, but the sign shall not be moved unless moving the sign will allow it to into conformance with this Article. In addition, no structural alterations shall be permitted. If structural alteration is needed to maintain the sign’s structural integrity, the sign shall be removed and no building or sign permits shall be issued until its removal.

c. In cases of doubt or on a specific question raised whether a nonconforming sign exists, it shall be a question of fact decided by the Codes Administrator, and subject to appeal to the Board of Adjustment.

SECTION 23. Section 42-244.9, Nonconforming Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

Nonconforming signs are signs that do not conform to this Division, yet were legally established prior to the adoption of this Division. The burden of proof will be on the property owner to show that the sign was legally established. Nonconforming signs, including those existing pursuant to variances granted by the Board of Adjustment before June 1, 1999, may continue to exist after passage of this Division if they maintain their nonconforming status. Nonconforming signs will be removed and/or changed in accordance with the provisions of this Section.

a. Permanent signs and sign structures that are moved, removed, replaced, or structurally altered, as defined in the Definitions Section of this Article, must be brought into conformance with the sign regulations. However, nonconforming signs required to be moved because of public right-of-way improvements may be reestablished. Removable faces or sign panel inserts in a cabinet style sign may also be changed by right, and such change does not constitute a structural alteration nor trigger loss of nonconforming status.

b. Nonconforming temporary signs must be removed within 30 days of the passage of this language.

c. Once a sign is altered to conform or is replaced with a conforming sign, the nonconforming rights for that sign are lost and a nonconforming sign may not be re-established.

d. Loss of nonconforming sign status.

1. If a sign is discontinued, it loses its nonconforming status. Except for signs that were legally established as Billboards according to state and/or federal law, a sign shall be considered discontinued if, for one year, the services or products advertised are no longer available at the destination or if the sign no longer has an advertising message other than the name of the sign owner on any part of the sign (Beginning dates of discontinuance can be validated by identifying the termination date of business licenses).

2. Destruction. When a sign or sign structure is removed or intentionally destroyed, replacement signs and sign structures must comply with the current standards. However, if a sign or sign structure that has nonconforming elements is partially or totally damaged by fire or other causes beyond the control of the owner, the
sign and sign structure may be rebuilt to the same size and height using the same materials.

e. Once a sign loses its nonconforming status, it must be removed before any other permits for signs shall be issued for the premises on which the sign that has lost its nonconforming status exists.

f. If structural alteration is needed to maintain the sign’s structural integrity, the sign shall be removed and no building or sign permits shall be issued until its removal.

g. In cases of doubt or on a specific question raised whether a nonconforming sign exists, it shall be a question of fact decided by the Codes Administrator and such a determination shall be subject to appeal to the Board of Adjustment.

SECTION 24. Section 42-244.10, Electronic Message Center Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by deleting the following language:

An EMCS is defined as any sign or portion of a sign that uses changing lights to form a sign message or messages in text form or by video image display wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. The definition includes standard television screens, plasma display panel (PDP) screens, digital (HDTV) screens, flat panel display screen, light-emitting diode (LED) screens, video boards, and holographic 2 or 3D animation presentation displays. (Ord. 3982, §2)

a. Portable or temporary EMCS are prohibited. The use EMCS shall be further restricted by the additional standards in this section and the lighting standards in Section 42-244.4, General Sign Provisions. (Ord. 3982, §2)

b. An EMCS may be used with other sign types and the area of the EMCS shall be included in the calculation to determine total permitted sign advertising area for a specific business application. (Ord. 3982, §2)

c. Advertising messages, information, images and background shall remain in a fixed static position for a minimum of eight (8) seconds. The change sequence must be accomplished within an interval of two (2) seconds or less. (Ord. 3982, §2)

d. The EMCS shall have an automatic dimmer (factory set to the illumination intensities as follows) and a photo cell sensor to adjust the illumination intensity of brilliance of the sign so that it shall not cause glare or impair the vision of motorists, and shall not interfere with any driver’s operation of a motor vehicle. The sign shall not exceed a maximum illumination of seven thousand five hundred (7,500) nits (candelas per square meter) during daylight hours and a maximum illumination of five hundred (500) nits between dusk to dawn as measured from the sign’s face at maximum brightness. Any external illumination devices shall be effectively shielded so as to prevent beams or rays of light from being directed at any portion or a street or highway or any residential use. (Ord. 3982, §2)

e. No moving, rotating, fluttering, blinking, or flashing elements are permitted. No animation, video, audio, pyrotechnic, or blue casting components are permitted. “Blue casting” refers to any digital media transmitter device provisioned over Bluetooth used to send an unsolicited
electronic message directly to any cell phone within range if switched on. The EMCS shall not display any message that moves, appears to move, scrolls, or changes in light intensity during the fixed display period. (Ord. 3982, §2)

f. The MECS shall contain a default sign design that will freeze the sign in one (1) position if a malfunction occurs to avoid flashing. (Ord. 3982, §2)

SECTION 25. Section 42-244.10, Electronic Message Center Signs, of Division 18 of Article III of Chapter 42 of the Rolla City Code is hereby amended by adding the following language:

In nonresidential zones, Electronic Message Centers (EMCs), which includes electronically activated changeable copy signs and signs that imitate movement through electronic means, are permitted in accordance with the permitted sign area regulations of the district in which the sign is located. The following restrictions apply:

a. With the exception of flashing signs and full motion video or film display via an electronic file imported into the EMC software or streamed in real time into the EMC, EMC display features and functions are permitted in nonresidential zoning districts only.

b. No EMCs are permitted within 100 feet of any residential zone.

c. An EMC sign may be a portion or comprise the entirety of the sign face of a wall sign, pole sign, ground sign, or projecting sign. No other types of sign shall be integrated with EMC or other digital display technology.

d. All EMC signs shall have automatic dimming controls, either by photocell (hardwired) or via software settings, in order to bring the EMC lighting level at night into compliance with sign illumination standards of this division in Subsection 42-244.4(j).

SECTION 26. Section 42-207.2, Use Limitations, of Division 15 of Article III of Chapter 42 of the Rolla City Code is hereby reinstated as follows:

a. No person other than someone related by blood, marriage, adoption or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation;

b. The home occupation shall be conducted entirely within the principal residential building and shall be limited to one room;

c. No manufacturing or processing of any sort whatsoever shall be done, except as permitted by Section 42-207.2. (6);

d. No stock in trade, except articles produced by members of the family residing on the premises, shall be stored on the premises;

e. No alteration of the principal residential building shall be made which changes the character thereof as a dwelling;

f. The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily structure, shall constitute a violation;
g. No mechanical or electrical equipment other than normal domestic or household equipment shall be used;

h. There shall be no outdoor storage of equipment or materials used in the home occupation;

i. The receipt or delivery of merchandise, goods or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 24,000 pounds or less; and

j. Not more than one commercial vehicle utilized in the business shall be parked on site.


APPROVED:

ATTEST: Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
ITEM/SUBJECT: Consider Adoption of the 2018 ICC Building Codes

BUDGET APPROPRIATION: $6,000.00 (Books) DATE: Dec. 17, 2018

COMMENTARY:

On June 18th 2018 the City Council authorized staff to recommend adoption of a newer edition of the International Building Code and family of codes. Attached is the proposed ordinance recommending a new adoption. Council has approved the budget for FY 2019 that allowed $6,000.00 for the purchase of new code books and related commentaries.

Recommendation: Final Reading.
ORDINANCE NO.  __________


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

Section 1: That the City Council shall adopt the 2018 International Codes to protect the public health, safety, welfare, and well-being of the City of Rolla, Missouri, and continue to adopt the International Codes of every other International Codes cycle, with the next code adoption occurring in 2025, until otherwise decided by the City of Rolla, and that the following Sections of the Rolla City Code shall be amended in a way that ensures that the Rolla City Code conforms to the 2018 International Codes and every other International Codes Cycle thereafter:

Section 2: That the City Council desires to adopt the 2018 International Codes and National Electric Code to promote public health, safety, morals, and the general welfare of the City of Rolla, Missouri, and in doing so the following sections are in need of amendment so as to conform such provisions of said codes:

Chapter 6, Article III, Section 6-16 and 6-17, relating to Building Regulations
Chapter 6, Article IV, Sections 6-40 and 6-41, relating to Mechanical Code
Chapter 6, Article V, Sections 6-47 and 6-48, relating to Plumbing Code
Chapter 6, Article VI, Sections 6-55 and 6-56, relating to Residential Code
Chapter 10, Article I, Section 10-9, relating to In General
Chapter 10, Article II, Sections 10-20, 10-22, and 10-23, relating to Standards and Specifications
Chapter 14, Article I, Sections 14-1 and 14-2, relating to Fire Protection

Chapter 20, Article I, Sections 20-1 and 20-2, relating to Property Maintenance
Section 3: That the above-mentioned sections of the Code of the City of Rolla, Missouri is and the same are hereby amended such that said sections as amended read as follows:

Section 4: That Ordinance Number 3549 of the City of Rolla, and all other ordinances or parts or ordinances in conflict herewith are hereby repealed.

Section 5: This Ordinance shall be in full force and effect from and after the date of January 1, 2019.


APPROVED:

______________________
Mayor

ATTEST:

______________________
City Clerk

APPROVED AS TO FORM:

______________________
City Counselor

(a) There is hereby adopted by the purpose of establishing rules and regulations applicable to and governing all building and construction in the City that certain code known as the International Building Code, 2018 Edition and the Appendix Chapters A, B, I and K, of which code not less than two copies have been and now are filed in the office of the City Clerk, and the same is hereby adopted and incorporated in the Code of the City of Rolla, Missouri, as if set out at length.

(b) This Ordinance shall be in full force and effect from and after January 1, 2019.

Sec. 6-17 Same – Amendments.

101.1 Title, is hereby amended by inserting the words “City of Rolla, Missouri”.

105.2 Work exempt from permit. Change the following:

Building:

   1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 200 square feet
   7. Roof covering, siding, painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.

105.5 Expiration. Every permit issued shall be valid for one year after issuance unless work authorized by the permit is not commenced within 180 days after issuance, or if the authorized work is suspended or abandoned for a period of 180 days after the time the work is commenced. At that time the permit would become void and re-application would need to be made. A one-time, one-year extension of a valid permit may be obtained at a cost of one-half the original permit fee.

109.2 Schedule of permit fees. Insert the following

New Construction-BOCA Permit Fee Schedule (gross area x gross area modifier (72) x type of construction x permit fee multiplier (0.0041) = permit fee.
## Flat Rate Fee Schedule

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<thead>
<tr>
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<th>Commercial</th>
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<td>Electric Service</td>
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<td>( + $500 Deposit)</td>
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<tr>
<td>Excavation</td>
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Sewer connection and/or tapping fees and excavation deposit will remain unchanged.

When construction has commenced without a permit, the permit fee shall be twice the original amount to cover the additional inspections and the time necessary to insure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to obtain the required inspection, and the construction has passed the stage in which the inspection can be reasonably done, then an additional 25% of the original permit fee ($25 minimum) will be charged. A $200 deposit will be required on all residential permits and a $500 deposit will be required on all commercial construction permits with estimated construction costs greater than $2,500. This deposit shall be refunded after final inspection has been approved under a valid and current permit and the Public Works Department has approved all work and the condition of the right-of-way. Should the permit expire of final inspection not be obtained and approved within this timeframe, the deposit will be forfeited.
114.4 Violation Penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

115.3 Unlawful Continuance. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than $50.00 or more than $500.00.

903.2.8.1 Exceptions.

a) An automatic sprinkler system shall not be required in Group R as adopted by Missouri State Statute 67.281 “Any governing body of any political subdivision that adopts the 2009 International Residential Code for One- and Two-Family Dwellings or a subsequent edition of such code without mandated automatic fire sprinkler systems in Section R313 of such code shall retain the language in section R317 of the 2006 International Residential Code for two-family dwellings (R317.1) and townhouses (R317.2).”

b) An automatic sprinkler system shall not be required in Group R when the habitable space is less than 3,750 sq. ft. for a three unit multiple family home (Three-Plex), or less than 5,000 sq. ft. for a four unit multiple family home (Four-Plex), and no more than 1 story above grade. Each individual apartment, must be constructed with a 1 hour fire separation between individual units and all garage areas must be protected by a one hour fire separation.

Sec. 6-40. International Mechanical Code-Adopted.

(a) There is hereby adopted by the City, for the purpose of establishing rules and regulations applicable to and governing all building and construction in the City, that certain code known as the International Mechanical Code, 2018 Edition, and the Appendix Chapter A, of which code not less than two copies have been and now are filed in the office of the City Clerk, and the same is hereby adopted and incorporated in the Code of the City of Rolla, Missouri, as if set out at length herein.

(b) This Ordinance shall be in full force and effect from and after January 1, 2019.
Sec. 6-17 Same-Amendments.

101.1 Title, is hereby amended by inserting the word “City of Rolla, Missouri”.

106.4.3. Expiration. Every permit issued shall be valid for one year after issuance unless work authorized by the permit is not commenced within 180 days after its issuance, or if the authorized work is suspended or abandoned for a period of 180 days after the time the work is commenced. At that time the permit would become void and re-application would need to be made. A one-time, one-year extension of a valid permit may be obtained at a cost of one half of the original permit fee.

106.5.2 Fee Schedule. Refer to fee schedule provided in Section 108.7 of the International Building Code.

108.4 Violation Penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct alter or repair a building or structure in violation of an approved plan or directive of the Code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

108.5 Unlawful Continuance. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than $50.00 or more than $500.00.

Sec. 6-47. International Plumbing Code-Adopted.

(a) There is hereby adopted by the City, for the purpose of establishing rules and regulations applicable to and governing all building and construction in the City, that certain code known as the International Plumbing Code 2018 Edition, and the Appendix Chapter B, D, and E, of which code not less than two copies have been and now are filed in the office of the City Clerk, and the same is hereby adopted and incorporated in the Code of the City of Rolla, Missouri, as if set out at length herein.

(b) This Ordinance shall be full force and effect from and after January 1, 2019.
Sec. 6-48 Same -Amendments.

101.1 Title, is hereby amended by inserting the words “City of Rolla, Missouri”.

106.5.3 Expiration. Every permit issued shall be valid for one year after issuance unless work authorized by the permit is not commenced within 180 days after its issuance, or if the authorized work is suspended or abandoned for a period of 180 days after the time the work is commenced. At that time, one-year extension of a valid permit may be obtained at a cost of one-half of the original permit fee.

106.6.2 Fee Schedule. Refer to fee schedule provided in Section 108.7 of the International Building Code.

108.4 Violation Penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct alter or repair a building or structure I violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

108.5 Unlawful Continuance. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than $50.00 or more than $500.00.

903.1 Roof Extension. Insert the number 12 inches.

918.1 Air Admittance Valves Air admittance valves shall only be allowed in remodel or modification of the existing plumbing system when the vent cannot connect into the existing vent system or termite to the outside.

Sec. 6-55. International Residential Code Adopted/International Swimming Pool & Spa Code

(a) There is hereby adopted by the City, for the purpose of establishing rules and regulations applicable to and governing all building and construction in the City, that certain code known as the International Residential Code/International Swimming Pool and Spa Code 2018 Edition, and the Appendix Chapter A, B, C, E, G, H, J, N, P, Q and S, have been and now are filed in the office of the City Clerk, and the same is hereby adopted and incorporated in the Code of the City of Rolla, Missouri, as if set out at length herein.

(b) This Ordinance shall be in full force and effect from and after January 1, 2019.
Sec. 6-56 Same – Amendments.

R101.1 **Title**, is hereby amended by inserting the words “City of Rolla, Missouri”.

R105.2 **Work Exempt from Permit.** Change the following:

Building:
6. Roof covering, siding, painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.

R105.5 **Expiration.** Every permit issued shall be valid for one year after issuance unless work authorized by the permit is not commenced within 180 days after its issuance, or if the authorized work is suspended or abandoned for a period of 180 days after the time the work is commenced. At that time, the permit would become void and re-application would need to be made. A one-time, one-year extension of a valid permit may be obtained at a cost of one-half of the original permit fee.

R108.2 **Schedule of Permit Fees.** Refer to fee schedule provided in Section 108.7 of the International Building Code.

R113.4 **Violation Penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit of certificate issued under the provisions of this code, shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

R114.2 **Unlawful Continuance.** Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than $50.00 or more than $500.00.

318.2 **Chemical Termiticide Treatment.** Chemical termiticide treatment shall include soil treatment or field-applied wood treatment. The concentration, rate of application and method of treatment of the chemical termiticide shall be in strict accordance with the termiticide label. When chemical protection against termites is used a certificate or proof of treatment from a licensed exterminator will be required.

R502.3.1 **Sleeping areas and Attic Joist.** Delete.

R2433.1 **Log Lighters.** Delete and replace with “Not allowed.”
**P2805.1 Water heater sizing chart.** Insert chart from 1995 CABO.

### Water Heater Sizing Chart

#### 1 to 1-1/2 Bathrooms

<table>
<thead>
<tr>
<th>Fuel Type (G/E/O = Gas/Electric/Oil)</th>
<th>G</th>
<th>E</th>
<th>O</th>
<th>G</th>
<th>E</th>
<th>O</th>
<th>G</th>
<th>E</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Bedrooms</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage (gal)</td>
<td>20</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>40</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Input (BTU/h or kw)</td>
<td>27k</td>
<td>2.5</td>
<td>70k</td>
<td>36k</td>
<td>3.5</td>
<td>70k</td>
<td>36k</td>
<td>4.5</td>
<td>70k</td>
</tr>
<tr>
<td>Draw (gph)</td>
<td>43</td>
<td>89</td>
<td>60</td>
<td>44</td>
<td>89</td>
<td>60</td>
<td>58</td>
<td>89</td>
<td>89</td>
</tr>
<tr>
<td>Recovery (gph)</td>
<td>23</td>
<td>59</td>
<td>30</td>
<td>14</td>
<td>59</td>
<td>30</td>
<td>18</td>
<td>59</td>
<td>59</td>
</tr>
</tbody>
</table>

#### 2 to 2-1/2 Bathrooms

<table>
<thead>
<tr>
<th>Fuel Type (G/E/O = Gas/Electric/Oil)</th>
<th>G</th>
<th>E</th>
<th>O</th>
<th>G</th>
<th>E</th>
<th>O</th>
<th>G</th>
<th>E</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Bedrooms</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage (gal)</td>
<td>30</td>
<td>40</td>
<td>50</td>
<td>40</td>
<td>50</td>
<td>40</td>
<td>50</td>
<td>50</td>
<td>66</td>
</tr>
<tr>
<td>Input (BTU/h or kw)</td>
<td>36k</td>
<td>4.5</td>
<td>70k</td>
<td>36k</td>
<td>5.5</td>
<td>70k</td>
<td>38k</td>
<td>5.5</td>
<td>70k</td>
</tr>
<tr>
<td>Draw (gph)</td>
<td>60</td>
<td>89</td>
<td>70</td>
<td>72</td>
<td>89</td>
<td>72</td>
<td>89</td>
<td>90</td>
<td>89</td>
</tr>
<tr>
<td>Recovery (gph)</td>
<td>40</td>
<td>59</td>
<td>59</td>
<td>32</td>
<td>59</td>
<td>32</td>
<td>59</td>
<td>40</td>
<td>59</td>
</tr>
</tbody>
</table>

#### 3 to 3-1/2 Bathrooms

<table>
<thead>
<tr>
<th>Fuel Type (G/E/O = Gas/Electric/Oil)</th>
<th>G</th>
<th>E</th>
<th>O</th>
<th>G</th>
<th>E</th>
<th>O</th>
<th>G</th>
<th>E</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Bedrooms</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage (gal)</td>
<td>40</td>
<td>50</td>
<td>66</td>
<td>50</td>
<td>66</td>
<td>50</td>
<td>66</td>
<td>50</td>
<td>80</td>
</tr>
<tr>
<td>Input (BTU/h or kw)</td>
<td>38k</td>
<td>5.5</td>
<td>70k</td>
<td>38k</td>
<td>5.5</td>
<td>70k</td>
<td>47k</td>
<td>5.5</td>
<td>70k</td>
</tr>
<tr>
<td>Draw (gph)</td>
<td>72</td>
<td>89</td>
<td>82</td>
<td>88</td>
<td>89</td>
<td>90</td>
<td>88</td>
<td>92</td>
<td>92</td>
</tr>
<tr>
<td>Recovery (gph)</td>
<td>32</td>
<td>59</td>
<td>32</td>
<td>22</td>
<td>59</td>
<td>32</td>
<td>22</td>
<td>59</td>
<td>42</td>
</tr>
</tbody>
</table>

**P3102.1 Required Vent Extension.** Every building shall have a main vent a minimum of three (3) inches in diameter that is either a vent stack or stack vent. Such vent shall run undiminished in size and as directly as possible from the building drain through to the open air above the roof. All other vent extensions to the outside shall be not less than two (2) inches in diameter.

**P3103.1 Roof Extensions.** All open vent pipes which extend through a roof shall be terminated at least twelve (12) inches above the upslope side of the penetration, except that where a roof is to be used for any purpose other than weather protection, the vent extension shall be run at least 7 feet above the roof.

**P3114.3 Where permitted.** Air admittance valves shall only be allowed in remodel or modification of the existing plumbing system when the vent cannot connect into the existing vent system or terminate to the outside.
E3902.16 Replace With. All branch circuits that supply 125-volt, single-phase, 15- and 20-ampere receptacle outlets installed in dwelling unit bedrooms shall be protected by an arc-fault circuit interrupter(s). This requirement shall become effective January 1, 2019.

Sec. 10-9 Inspection Fees.

Refer to fee schedule provided in Section 108.7 of the International Building Code.

Sec. 10-20 ICC Electrical Code — Adopted.

(a) There is hereby adopted by the City, for the purpose of establishing rules and regulations applicable to and governing all building and construction in the City, that certain code known as the National Electrical Code, 2017 Edition, of which code not less than two copies have been and now are filed in the office of the City Clerk, and the same is hereby adopted and incorporated in the Code of the City of Rolla, Missouri, as if set out at length herein.

(b) Amendments

101.1 Title, is hereby amended by inserting the words “City of Rolla, Missouri”.

403.2 Expiration. Every permit issued shall be valid for one year after issuance unless work authorized by the permit is not commenced within 180 days after its issuance, or if the authorized by the permit is not commenced within 180 days after its issuance, or if the authorized work is suspended or abandoned for a period of 180 days after the time the work is commenced. At that time the permit would become void and re-application would need to be made. A one-time, One-year extension of a valid permit may be obtained at a cost of one half of the original permit fee.

404.1 Fee Schedule. Refer to fee schedule provided in Section 108.7 of the International Building Code.

1003.1 Penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct alter or repair a building or structure in violation of an approved plan or directive of the code, shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

1004.3 Unlawful Continuances. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violent or unsafe conditions, shall be liable to a fine of not less than $50.00 or more than $500.00.
Sec. 10-22. Service Connections.

All exposed conduits to the Utility Company’s supply side of the meter base shall be rigid heavy-wall steel.

Sec. 10-23. Ground Wire Required.

All electrical systems in any structure within the city shall have an independent ground wire installed with such electrical system; and copper twelve (12) gauge shall be the minimum wire size for branch circuit receptacle outlets. Fourteen (14) gauge copper wire shall be allowed for residential fifteen amp lighting circuits.

Sec. 14-1. International Fire Code – Adopted.

(a) There is hereby adopted by the City for the purpose of establishing fire control measures and other rules and regulations controlling conditions which could impede or interfere with fire suppression forces, that certain code known as the International Fire Code, 2018 Edition, of which code not less than two copies have been and now are filed in the office of the City Clerk, and the same is hereby adopted and incorporated in the Code of the City of Rolla, Missouri, as if set out at length herein.

(b) This Ordinance shall be in full force and effect from and after January 1, 2019.

Sec. 14-2. Same – Amendments.

101.1 Title, is hereby amended by inserting the words “City of Rolla, Missouri”.

105.3.1 Expiration. Every permit issued shall be valid for one year after issuance unless work authorized by the permit is not commenced within 180 days after its issuance, or if the authorized work is suspended or abandoned for a period of 180 days after the time the work is commenced. At that time the permit would become void and re-application would need to be made. A one-time, on-year extension of a valid permit may be obtained at a cost of one half of the original permit fee.

106.4 Fee Schedule. Refer to fee schedule provided in Section 108.7 of the International Building Code.

109.3 Violation Penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or
both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§032.8.1 Exceptions.

(a) An automatic sprinkler system shall not be required in Group R as adopted by Missouri State Statute 67.281 “Any governing body of any political subdivision that adopts the 2009 International Residential Code for One- and Two-Family Dwellings or a subsequent edition of such code without mandated automatic fire sprinkler systems in Section R313 of such code shall retain the language in section R317 of the 2006 International Residential Code for two-family dwellings (R317.1) and townhouses (R317.2).”

(B) An automatic sprinkler system shall not be required in Group R when the habitable space is less than 3,750 sq. ft. for a three unit multiple family home (Three-Plex), or less than 5,000 sq. ft. for a four unit multiple family home (Four-Plex), and no more than 1 story above grade. Each individual apartment, must be constructed with a 1 hour fire separation separating individual units and all garage areas must be protected by a one hour fire separation

3301.1.3 Fireworks Add #5. to Exceptions:

5. (a) Any individual or organization may discharge fireworks as herein defined, without permit, on the 1st, 2nd, 3rd and 4th and 5th days of July.
(b) No fireworks shall be discharged within 50 feet of any stand, booth, or other location where fireworks are being sold.
(c) Every person who shall sell fireworks in a accordance with this Chapter shall post notice at his place of sale warning that no fireworks shall be discharged within 50 feet of such place of sale as per city ordinance and shall post notice that fireworks may be discharged within the city limits on July 1st, 2nd, 3rd, 4th and 5th.

(c) This Ordinance shall be in full force and effect from and after January 1, 2019.
Sec 20-1. International Property Maintenance Code – Adopted.

(a) That for the purpose of establishing minimum standards governing the condition and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to insure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; known as “International Property Maintenance Code of the City of Rolla, Missouri, and each and all of the regulations of the International Property Maintenance Code, are hereby referred to, adopted and made a part hereof, as if fully set out at length herein.

Sec. 20-2. Same – Amendments.

101.1 Title, is hereby amended by inserting the words “City of Rolla, Missouri”.

106.4.3 Expiration. Every permit issued shall be valid for one year after issuance unless work authorized by the permit is not commenced within 180 days after its issuance, or if the authorized by the permit is not commenced within 180 days after its issuance, or if the authorized work is suspended or abandoned for a period of 180 days after the time the work is commenced. At that time the permit would become void and re-application would need to be made.

106.4.4 Extensions. A one-time, One-year extension of a permit may be obtained at a cost of one half the original permit fee.

106.5.2 Fee Schedule. Refer to fee schedule provided in Section 108.7 of the International Building Code.

106.5.3 Fee Refunds. Delete.

108.4 Violation Penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a Misdemeanor, punishable by a fine of not more than $500.00, or by imprisonment not exceeding 90 days; or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

108.5 Unlawful Continuance. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than $50.00 or more than $500.00.

(c) This Ordinance shall be in full force and effect from and after January 1, 2019.
DEPARTMENT: Steffanie Rogers
Finance Director

DATE: December 17, 2018

SUBJECT: Service Agreement between the City of Rolla and Rolla Public Library

ACTION REQUESTED: Ordinance/Final Reading

BUDGET APPROPRIATION: $0.00

COMMENTARY:

On October 20, 2014, City Council renewed a contract between the City of Rolla and Rolla Public Library Board for all accounting functions. The agreement authorizes the City of Rolla to provide accounting services for the Rolla Public Library, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Library Board. This agreement fosters a better working relationship with the Library Directory and Library Board, which is important. The proposed agreement can be amended but will last through 12/31/2022.

Changes were noted at the December 3rd meeting to Section #2 and Section #7. These changes are to provide clarification on reimbursements and compensation between the City and Library.

Staff is recommending the approval of this proposed contract, as amended.
ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA PUBLIC LIBRARY.

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 a Technical Assistance Contract between the City of Rolla, Missouri and the Rolla Public Library, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

III. C.2.
This Agreement is made and entered into on the 17th day of December, 2018 by and between Rolla Public Library, Rolla, Missouri, hereinafter referred to as "Library" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to the Library. City shall provide the following services to the Library for purposes of providing technical assistance in the administration of the Library Board:

   A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

      1) Prepare and maintain the necessary financial records of the Library Board, including appropriate journals and ledgers, using generally accepted accounting principles.

      2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Library Board on the status of its financial position on a semi-annual basis, or as requested.

      3) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service, if necessary.

      4) Maintenance and management of all necessary bank accounts.

      5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Library personnel.

   B. Administrative Services: Qualified individuals shall be available at the request of the Library Board and/or its employee to accomplish the following tasks:

      1) Provide administrative assistance to the Library Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.

      2) Assist the Library Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending.

      3) Keep on file all minutes of Library Board meetings and all other pertinent documents.
4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

2. **The Library to Supply Information and Cover Cost of Library Employees.** The Library shall supply City all needed information in order for City to completely and thoroughly do its job under this contract. Total compensation costs for all Library personnel shall be billed and paid for by Library as required by City. Library personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or Library Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. **Independent Contractor.** Both the Library and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party. Library personnel shall be under the supervision, direction and control of the Board and the Board shall determine compensation to be provided to all Library personnel. Library personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

4. **Confidential Information.** City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the Library and in accordance with the MO Sunshine Law.

5. **The Library to Hold Harmless City.** The Library will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The Library further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. **Time of Performance.** City will provide the services described in this agreement for the period commencing January 1, 2019 through December 31, 2022. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.
7. **City Compensation for Services Rendered.** Library shall pay the following amounts for technical services provided herein (i.e. financial/accounting/IT) to be bill on a monthly basis currently set at $25 per hour for clerical support, $30 per hour for technical support, and $50 per hour for management staff. Billing will include the date, name, rate of pay, and purposes of services provided. An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City’s budget process. This adjustment will take effect in July of each subsequent year of this agreement.

8. **Termination of Agreement.** This agreement will terminate December 31, 2022, unless extended by Addendum hereto as provided in Section 6; however, City or the Library may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Library shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and the Library agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City’s and the Library’s performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of the Library or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and the Library have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.
14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to the Library at 900 N. Pine St., Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

15. **Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. **Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

ROLLA PUBLIC LIBRARY

______________________________
Chairman

______________________________
Attest

CITY OF ROLLA, MO

______________________________
Mayor

______________________________
Attest
On December 1, 2014, City Council renewed a contract between the City of Rolla and Phelps County Emergency Services Board for all accounting functions. The agreement authorizes the City of Rolla to provide accounting services for the Phelps County Emergency Services Board, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Phelps County Emergency Services Board. This agreement fosters a better working relationship with the Board, which is important. The proposed agreement can be amended but will last through 12/31/22.

Staff is recommending the approval of this proposed contract and ordinance.
ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD.

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 a Technical Assistance Contract between the City of Rolla, Missouri and the Phelps County Emergency Services Board, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

APPROVED AS TO FORM:

________________________
CITY COUNSELOR

IV. A. 2.
TECHNICAL ASSISTANCE CONTRACT
by and between
THE PHELPS COUNTY EMERGENCY SERVICES BOARD
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 17th day of December, 2018 by and between the Phelps County Emergency Services Board, Rolla, Missouri, hereinafter referred to as "PCESB" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Accounting Services to the PCESB. City may provide the services of one or more of its employees to the Board for the purpose of providing a qualified accountant and his/her assistants to accomplish the following tasks:
   a) Prepare and maintain the necessary financial records of the Board, including appropriate journals and ledgers, using generally accepted accounting principles.
   b) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Board on the status of its financial position on a semi-annual basis, or as requested.
   c) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service if necessary.
   d) Maintenance and management of all necessary bank accounts.
   e) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, if needed.

2. PCESB to Supply Supply Information and Cover Cost of PCESB Employees. The PCESB shall supply City all needed information in order for City to completely and thoroughly do its job under this contract. Total compensation costs for all PCESB personnel shall be billed and paid for by PCESB as required by PCESB. PCESB personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or PCESB Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both the PCESB and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party.
4. **Confidential Information.** City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the PCESB and in accordance with the MO Sunshine Law.

5. **PCESB to Hold Harmless City.** The PCESB will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The PCESB further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. **Time of Performance.** City will provide the services described in this agreement for the period commencing January 1, 2019 through December 31, 2022. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. **Compensation for Services Rendered.** PCESB shall pay the following amounts for technical services provided herein (i.e. financial/accounting/IT) to be bill on a monthly basis currently set at $25 per hour for clerical support and $50 per hour for management staff. Billing will include the date, name, rate of pay, and purposes of services provided. An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City's budget process. This adjustment will take effect in January of each subsequent year of this agreement. In addition, PCESB will pay $6,500 per year for administrative services provided by the Rolla Police Department.

8. **Termination of Agreement.** This agreement will terminate December 31, 2022, unless extended by Addendum hereto as provided in Section 6; however, City or the PCESB may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the PCESB shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and PCESB agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City's and PCESB's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto
shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of PCESB or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and the PCESB have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

15. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to PCESB at the Phelps County Courthouse, 200 North Main Street, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time manner.

16. **Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

17. **Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**PHELPS COUNTY EMERGENCY SERVICES BOARD**

Chairman

Attest

**CITY OF ROLLA, MO**

Mayor

Attest
At their December 2018 meeting, the Edgar Springs Rural Fire Protection District (Edgar Springs Fire) authorized a contract between the City of Rolla and Edgar Springs Fire for limited accounting services. This agreement authorizes the City of Rolla to provide accounting services, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Edgar Springs Fire. The agreement can be amended but will last through 12/31/2021.

Staff is recommending the approval of this proposed contract and ordinance.
ORDINANCE NO._________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE EDGAR SPRINGS RURAL FIRE PROTECTION DISTRICT.

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 a Technical Assistance Contract between the City of Rolla, Missouri and the Edgar Springs Rural Fire Protection District, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
This Agreement is made and entered into on the 17th day of December, 2018 by and between Edgar Springs Rural Fire Protection District, Rolla, Missouri, hereinafter referred to as "Edgar Springs Fire" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

I. Services to the Edgar Springs Fire. City shall provide the following services to Edgar Springs Fire for purposes of providing technical assistance in the administration of the Edgar Springs Fire Board:

A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

1) Prepare and maintain the necessary financial records of the Edgar Springs Fire Board, including appropriate journals and ledgers, using generally accepted accounting principles.

2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the Edgar Springs Fire Board on the status of its financial position on a semi-annual basis, or as requested.

3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.

4) Maintenance and management of all necessary bank accounts.

5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Edgar Springs Fire personnel.

B. Administrative Services: Qualified individuals shall be available at the request of the Edgar Springs Fire Board and/or its employee to accomplish the following tasks:

1) Provide administrative assistance to the Edgar Springs Fire Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.

2) Assist the Edgar Springs Fire Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail.
verification of members attending. This is in reference to financial, risk management and human resource matters.

3) Keep on file all minutes of Edgar Springs Fire Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

2. Edgar Spring Fire to Supply Information and Cover Cost of Edgar Springs Fire Employees/Volunteers. The Edgar Springs Fire shall supply City all needed information in order for City to completely and thoroughly do its job under this contract. Total compensation costs for all Edgar Springs Fire personnel shall be billed and paid for by Edgar Springs Fire as required by Edgar Springs Fire. Edgar Springs Fire personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or Edgar Springs Fire Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both Edgar Springs Fire and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Edgar Springs Fire Board shall have the authority to obligate or bind the other without the express written consent of the other party. Edgar Springs Fire personnel shall be under the supervision, direction and control of the Edgar Springs Fire Board and the Edgar Springs Fire Board shall determine compensation to be provided to all Edgar Springs Fire personnel. Edgar Springs Fire personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the Edgar Springs Fire and in accordance with the MO Sunshine Law.

5. Edgar Springs Fire to Hold Harmless City. Edgar Springs Fire will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City’s performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. Edgar Springs Fire further warrants and agrees that all data and information provided to City in conjunction with City’s performance of its obligations hereunder, is true and correct.

IV. 8.4.
6. **Time of Performance.** City will provide the services described in this agreement for the period commencing December 17, 2018 through December 31, 2021. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. **Compensation for Services Rendered.** The Edgar Springs Fire shall pay the following amounts for technical services provided herein (i.e. financial/accounting/IT) to be bill on a monthly basis currently set at $25 per hour for clerical support and $50 per hour for management staff. Billing will include the date, name, rate of pay, and purposes of services provided. An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City’s budget process. This adjustment will take effect in January of each subsequent year of this agreement.

8. **Termination of Agreement.** This agreement will terminate December 31, 2021, unless extended by Addendum hereto as provided in Section 6; however, City or the Edgar Springs Fire may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Edgar Springs Fire shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and the Edgar Springs Fire agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City’s and the Edgar Springs Fire’s performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of Edgar Springs Fire or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and Edgar Springs Fire have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.
13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Edgar Springs Fire at PO Box 272, Edgar Springs, Missouri 65462; or to such address as any party shall designate to the other from time to time.

15. **Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. **Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**EDGAR SPRINGS RURAL FIRE PROTECTION DISTRICT**

__________________________  __________________________
Chairman  Mayor

__________________________  __________________________
Attest  Attest

**CITY OF ROLLA, MO**
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First Reading

SUBJECT: A request to approve the Final Plat of Hy Point West No. 2, which is a minor subdivision plat that subdivides Lot 5 and Lot 6 of the Hy Point West No. 1 into four lots.

(MEETING DATE: 12-17-2018)

GENERAL INFORMATION:
CASE NUMBER: SUB18-11  SUBMISSION DATE: 11-13-2018

APPLICANT: The lots subject to this proposal (the subject lots) are owned by the Rolla Community Development Department (RCDC) (the applicant), and its mailing address is PO Box 1884 Rolla, Missouri 65402. Tim Johnston on behalf of Ameren Transmission Company is working with the applicant to purchase the property.

LOCATION: The subject lots are located to west and south of the west end of Perrot Boulevard in the northern section of Rolla, Missouri (See Figure 1 for a general location map and Figure 2 for the site map).

CURRENT USE/ZONING: The subject lots are within Heavy Manufacturing (Zoning) District (M-2). Both lots are vacant, except that there is an existing communication tower on Lot 6.

PROJECT DESCRIPTION & ANALYSIS: Ameren plans to build a power station on Lot 1 of the proposed Final Plat of Hy Point West No. 2 (See Figure 3 for an image of the main part of the Final Plat). This subdivision is partitioning RCDC’s land to sell Lot 1 to Ameren. Ameren and the RCDC are negotiating a contract, which is subject to the approval of this Final Plat. This subdivision will split two lots into four lots.

ANALYSIS: This is a minor subdivision of land zoned M-2 with no public improvements. Therefore, no development plans are required, no parkland dedication is required, and much of the subdivision regulations do not apply. Only two of the lots have frontage on a public street. According to Subsection 42-26.6(2) of the Rolla City Code, all lots must have frontage on a public street, with the exception being that if such a lot does not have such frontage and such lot is nonresidential, the lot can obtain access through an easement if that easement is of sufficient width to accommodate the provision of municipal services (e.g. emergency vehicles, installation of utilities, etc.) and that the lot is accessed by a paved driveway or private road. As one can see, the applicants are providing a substantial easement that reaches each landlocked lot, Lot 2 and Lot 3. There are two notes on the plat that ensures the any owner of any of these lots will comply with Subsection 42-26.6(2). There is a use restriction note that restricts these lots to be used for only nonresidential purposes. In addition, there is a note that states that the easement will be paved in a way that conforms to said Subsection.

[Signature]
In regards to lot frontage on the other two lots, there is more than 100 feet of frontage on Perrot Boulevard. M-2 has a minimum frontage requirement of 100 feet. Thus, this frontage requirement is met. In addition, all lots conform to the minimum lot area requirements of M-2, which is 25,000 square feet. Lot 1 is flag lot. According to Section 42-26.6(8), one flag lot is permitted per tract of land being subdivided. The proposal meets all other criteria listed in said Subsection, including width requirements. The flag lot shall not be subdivided any further until a public road is built to city standards. There are no plans for further subdivision of Lot 1. This Final Plat conforms to all other subdivision regulations.

Comment memos from Rolla Municipal Utilities (RMU) and the Public Works Department have been submitted and can be found in Figure 4 and Figure 5, respectively, and all of their requests have been satisfied. RMU requested the only other easement this plat dedicates, which is located in Lot 3 immediately south of the south property line Lot 1. And in regards to Public Works Department comments, Section 2 of the this ordinance, it is stated that Land Development Permits must be obtained and water detention facilities must be constructed or fees in lieu of such facilities must paid before any building permits are issued to any land within this subdivision. In addition, the Fire chief was satisfied with the access to the lots.

PUBLIC COMMENTS: No protest petitions or public comments have been filed to this department.

ACTION REQUIRED: Unanimously, the Planning & Zoning Commission recommended approval of this proposal. The action requested from the City Council is to conduct the first reading of the proposed ordinance that would approve the Final Plat of Hy Point West No. 2.
Figure 1, SUB18-11, General Location Map
Figure 2, SUB18-11, Site Map
MEMO

To: James Shields
From: Nathan Randolph
Subject: Development Review Committee
Date: November 27, 2018

RMU has reviewed the articles submitted for discussion at the November 27, 2018 meeting and provides the following comments:

1. **Wireless Communication Facility Code (City of Rolla):** New section of codes for wireless communication facilities and right-of-way management: RMU has completed an initial review of the draft documents and provided comments to the City. We are assuming there will be further discussions related to the comments and the implementation of these changes and look forward to continuing the discussion with the City to understand how RMU may or may not be impacted.

2. **Annexation Request (RCDC):** RCDC request for annexation: RMU is requesting a 20 foot easement from the northwest corner to the southwest corner along the easterly side of the parcel under consideration.

3. **Subdividing of Lots 5/6 Hy Point West No. 1 (RCDC):** Ameren request to subdivide lots owned by RCDC: RMU requests a 20' ingress/egress easement from Perrot Drive to the property owned by the City of Rolla (labeled 2009-3229 on the plat). RMU also requests an ingress/egress access easement to the southwest corner of Lot 3 in order to access facilities in this area and south. We will be glad to coordinate with the parcel owner(s) to develop the most appropriate alignments for these requested easements.

4. **Street Rename (Fitch):** Rename 12th Street to Fitch Street – RMU has no comment

cc: Rodney Bourn, RMU General Manager
    Chad Davis, RMU Operations Manager
The public works staff has completed review of the above referenced plat and except for the following finds it to be in accordance with City of Rolla, Missouri Subdivision codes. The City of Rolla Codes can be accessed online at www.rollacity.org and then click on the city ordinance button.

1) As each lot of this subdivision develops a Land Development Permit (LDP) will be required. The zoning of this subdivision is M-2 therefore the LDP fee would be calculated as follows:
   LDP fee = $600 + $150 per acre

2) The need for storm water detention facilities for each of the lots in this development will be determined by the Public Works Director. If approved by the Public Works Director a fee in lieu of Storm Water Detention Facilities would be applied to each lot as it develops. This fee would be based on the acreage of the lot and would be calculated as follows:
   Cash in Lieu fee = $1500 per acre

3) The portion of Lot 4 that is adjacent to the Lincoln parcel will need to have a buffer yard as per city code Sec. 42-230.6 and Sec. 42-230.7.
4) Lots 2 and 3 do not have the minimum 100 feet of road frontage as required in M-2 zoning.
5) In the sub-title Section 30 needs to be added.
6) There is an existing 16.5 foot wide easement running along the north right of way line of Missouri State Route “V” that should be shown.
7) Easements should be shown that will allow for all utilities to serve all of these lots.
ORDINANCE NO. ________

AN ORDINANCE APPROVING THE FINAL PLAT OF HY POINT WEST NO. 2, WHICH IS A MINOR SUBDIVISION PLAT THAT SUBDIVIDES LOT 5 AND LOT 6 OF THE FINAL PLAT OF HY POINT WEST NO. 1 INTO FOUR LOTS. (HY POINT WEST NO. 2)

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

SECTION 1: An ordinance that approves the Final Plat of Hy Point West No. 2, which is a minor subdivision plat that subdivides Lot 5 and Lot 6 of the Hy Point West No. 1 into four lots.

SECTION 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits shall not be issued by the Community Development Department until the Final Plat has been filed with the Phelps County Recorder of Deeds and, if required, storm water detention facilities have been constructed or a fee in lieu of such facilities is paid to the Rolla Department of Public Works.


APPROVED:

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

________________________________________
City Counselor
AN ORDINANCE APPROVING THE VACATION OF A UTILITY EASEMENT BEING A FRACTIONAL PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 7 WEST OF THE 5th P.M., ROLLA, PHELPS COUNTY, MISSOURI.

MEETING DATE: 12-17-2018

CASE NUMBER: EAS18-02

SUBMISSION DATE: 12-11-2018

APPLICANT: The parcel subject to this ordinance (the subject parcel) is owned by the Rolla Community Development Corporation (RCDC) (the applicant). Rolla Municipal Utilities (RMU) is easement holder (the dominant estate), while the possessor of the land affected or “burdened” by this easement is the RCDC (the servient estate).

LOCATION: The section of easement to be vacated (i.e. extinguished through release) runs across Lot 6 of the Hy Point West No. 1 Subdivision. This lot is located west of the west end of Perrot Boulevard in the northern section of Rolla, Missouri (See Figure 1 for a site map and Figure 2 for an easement map).

PROJECT DESCRIPTION: The dominant estate can extinguish an easement through release (i.e. vacation) without the permission of the servient estate. However, in this instance, Ameren is in the process of negotiating a contract with the RCDC that would transfer part of what is Lot 6 of Hy Point West No. 1 (If Hy Point West No. 2 is approved, the land purchased will be all of Lot 1 of that plat), a section of land that the easement crosses, to Ameren and all parties are in agreement that said portion of easement should be extinguished. The easement was acquired by RMU as part of an electric asset purchase about 10 years ago (actual easement was recorded in 2010, See 133/106 & 2010-5790, Note 13). Currently, RMU does not have any assets located in this portion of the easement. In addition, the easement must be vacated for Ameren to have full use of the subject parcel and to construct their future improvements (an electric power station).

ACTION REQUESTED: The action requested from the City Council is to approve or deny an ordinance that would vacate said section of said easement.
Figure 1, EAS18-02, Site Map

Approximate Location of Easement to be Vacated
Figure 2, EAS18-02, Easement Map
ORDINANCE NO. ____________

AN ORDINANCE APPROVING THE VACATION OF A UTILITY EASEMENT BEING A FRACTIONAL PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 7 WEST OF THE 5th P.M., ROLLA, PHELPS COUNTY, MISSOURI (CITY OF ROLLA)

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

SECTION 1: That the utility easement, more particularly described as follows is hereby vacated:

UTILITY EASEMENT VACATION
A fractional part of the South Half of Lot 1 of the Northwest Quarter of Section 30, Township 38 North, Range 7 West of the 5th P.M. described as follows: Commencing at the Northwest Corner of the South Half of Lot 1 of the Northwest Quarter of said Section 30; thence North 89°57'10" East, 1026.58 feet along the North line of said South Half of Lot 1 of the Northwest Quarter to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2009-3229; thence South 0°09' West, 220.45 feet along the West line of said Document No. 2009-3229 parcel to the true point of beginning of the hereinafter described tract: Thence continuing South 0°09’ West, 85.83 feet along said West line; thence South 44°29’50” West, 1287.91 feet to the northerly line of a utility easement described in the aforesaid Document No. 2009-3229; thence South 89°45’40” West, 23.90 feet and, North 0°02’20” East, 61.43 feet, all along said northerly line; thence North 44°29’50” East, 1322.27 feet to the true point of beginning.

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


APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

IV. D. 4.
The property owner at 910 West 10th Street (Missouri S&T) has requested a No Parking zone be added on the north side of 10th Street along their property.

Staff is requesting the first reading of an ordinance making the above change.
ORDINANCE NO. _________

AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

Tenth Street, on the north side, from a point one hundred seventy-five feet west of the intersection of Tenth Street and Poole Avenue to a point three hundred thirty feet west of the intersection of Tenth Street and Poole Avenue.


APPROVED:

ATTEST: MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
Section 27-92 Parking Prohibited
On certain streets or parts of streets

Tenth Street, on the north side, from a point one hundred seventy-five feet west of the intersection of Tenth Street and Poole Avenue to a point three hundred thirty feet west of the intersection of Tenth Street and Poole Avenue.
CITY OF ROLLA

CITY COUNCIL AGENDA

DEPARTMENT HEAD: STEVE HARGIS

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Parking Ordinance 8th Street

BUDGET APPROPRIATION (IF APPLICABLE) $ DATE: 12/17/18

COMMENTARY:

Ashley Brooks, Executive Director of The Mission located at 708 North Main Street has requested the 2 hour parking on 8th Street in front of The Mission be removed and a loading zone be installed.

Staff is requesting the first reading of an ordinance making the above change.
ORDINANCE NO. ____________

AN ORDINANCE AMENDING SECTION 27-118 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That the following segment of Section 27-118 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

Article VII – Restricted Parking in Downtown Business District

Sec. 27-118 Two-Hour Parking Prohibited – From 8:00 A.M. TO 5:00 P.M. on certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

.10 - Eighth Street, on the south side, from a point forty-eight feet east of the intersection of Eighth Street and Main Street, to a point one hundred six feet east of the intersection of Eighth Street and Main Street.


APPROVED:

ATTEST: ____________________________
MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

IV. F. 2.
Article VII – Restricted Parking in Downtown Business District
Sec. 27-118 Two-Hour Parking Prohibited – From 8:00 A.M. TO 5:00 P.M. on certain streets or parts of streets.
.10 - Eighth Street, on the south side, from a point forty-eight feet east of the intersection of Eighth Street and Main Street, to a point one hundred six feet east of the intersection of Eighth Street and Main Street

Proposal to remove 2 Hour Parking 8:00 A.M. to 5:00 P.M. and replace with No Parking Loading Zone

The Mission
708 North Main Street
The property owner at 104 East 11th Street (Nick Barrack) has requested changes to the 2 hour parking on 11th Street between Elm and Oak Streets. This change would provide for one 2-hour parking spot and two unrestricted parking spots in front of the property located at 104 East 11th Street.

Staff is requesting the first reading of an ordinance making the above change.
Article VII – Restricted Parking in Downtown Business District
Sec. 27-118 Two-Hour Parking Prohibited – From 8:00 A.M. to 5:00 P.M. on certain streets or parts of streets.

.26 - Eleventh Street, on the south side, from a point eighty-five feet west of the intersection of Eleventh Street and Oak Street, to a point one hundred and five feet west of the intersection of Eleventh Street and Oak Street.

Proposal to retain one space 2 Hour Parking 8:00 A.M. To 5:00 P.M.
Proposal to delete 2 Hour Parking 8:00 A.M. To 5:00 P.M.
ORDINANCE NO. 5

AN ORDINANCE AMENDING SECTION 27-118 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That the following segment of Section 27-118 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

Article VII – Restricted Parking in Downtown Business District

Sec. 27-118 Two-Hour Parking Prohibited – From 8:00 A.M. TO 5:00 P.M. on certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

.26 - Eleventh Street, on the south side, from a point eighty-five feet west of the intersection of Eleventh Street and Oak Street, to a point one hundred and five feet west of the intersection of Eleventh Street and Oak Street.


APPROVED:

ATTEST:                  MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
The attached ordinance authorizes the Mayor to enter into a renewal of our supervised work release program between the Missouri Department of Corrections and the City of Rolla.

The City of Rolla employs eight offenders from the South Central Correctional Center to perform manual tasks in both our public works and parks departments. We have participated in the work release program with the Missouri Department of Corrections since 2005 and have been very pleased with the program.

Staff recommends approval of this ordinance.
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 AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS

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 a Supervised Work Release Program Agreement between the City of Rolla, Missouri and Missouri Department of Corrections, a copy of said agreement being attached hereto and marked Exhibit "A".


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN DECEMBER 31, 2018 TO:
Cynthia Adkins, Procurement Officer
Cynthia.Adkins@doc.mo.gov
(573) 526-6402 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 230
JEFFERSON CITY, MISSOURI 65102

<table>
<thead>
<tr>
<th>DATE</th>
<th>VENDOR IDENTIFICATION</th>
<th>CONTRACT NUMBER</th>
<th>CONTRACT DESCRIPTION</th>
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</thead>
</table>
| December 3, 2018 | Attn: Steve Hargis  
City of Rolla  
901 North Elm Street  
3rd Floor City Hall  
Rolla, Missouri 65401 | Amendment 001  
W18708051 | Supervised Work Release Program Agreement  
for South Central Correctional Center |

CONTRACT W18708051 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1 on page 1, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of March 1, 2019 through February 29, 2020.

All terms, conditions, and provisions of the previous contract period, including pricing, shall remain and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: The City of Rolla
Mailing Address: P.O. Box 979
City, State, Zip: Rolla, MO 65401
Telephone: (573) 426-6948
Fax: (573) 364-8602
MissouriBUYS SYSTEM ID: 43-6003049
Email: admin@rollacity.org

Authorized Signer's Printed Name and Title: 

Authorized Signature: ___________________________ Date: ___________________________

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Jeff Norman, Warden, South Central Correctional Center Date

Alana Boyles, Director, Division of Adult Institutions Date
COMMENTARY:

In light of significant changes at both the State and Federal level concerning the preemption of local control of the City’s right-of-way (public), cities are scrambling to adopt new regulations to reasonably manage that space. Wireless infrastructure in particular is rapidly developing with the deployment of equipment and structures in an already crowded and finite right-of-way corridor. Rolla has always approached right-of-way management literally to encourage development including technology. That has served the community well, but the space has become crowded below the surface and new technology is adding boxes and attachments above the surface. The City and RMU now have to provide access on streetlights or power poles or allow the addition of more poles to accommodate potentially hundreds of these devices. All good and important for the consumer and community, but does need reasonable controls. Staff has been working with special counsel for months to work through these complex issues.

The second preamble in the attached ordinance states it well—“findings require adoption of regulation to ensure coordination of users, maximize available space, reduce maintenance and costs to the public, and facilitate entry of a maximum and most efficient number of right-of-way users that will serve the public interest.”

Key elements of the proposed right-of-way ordinance:

1) Requires all users of right-of-way to have either a franchise, right-of-way Use Agreement or License (approval).

2) Applications for Franchise or Right-of-way Use Agreement require an application deposit of $500 (capped by law).

3) Right-of-way users are subject to City police powers on safety, building, and zoning codes and are responsible for the maintenance of their facilities.

4) Right-of-way users are required to provide insurance and performance and maintenance bonds as set by State law.

5) While right-of-way users are permitted by State/Federal law to be in the right-of-way the city (Public Works Director) ultimately decides how and where those facilities can go.

6) Users are required to place equipment either underground or co-located on poles/structures whenever feasible.

7) If wireless facilities are placed on City poles/structures (i.e. traffic lights) the user will be assessed $150/year (capped by law). RMU has more control/discretion on the use of their poles/structures and are not capped at $150/year.
8) All users are to provide digital mapping of their facilities.
9) There are considerable permit requirements imposed, but the review, denial or approval process is capped at 60 days.
10) There are detailed excavation requirements including safety, cleanliness, restoration, traffic control, etc.

The proposed ordinance is a significant part of the regulations but there is an adjoining ordinance on all land use issues that has been submitted to P&Z for review. That ordinance is similarly complex so P&Z has requested another 30 days to review. Subject to Council consideration of the right-of-way ordinance it is the intent to bring both ordinances back to Council on January 22.

Recommendation: First Reading.
ORDINANCE NO. __________


WHEREAS, the City of Rolla, Missouri ("City") has specifically been granted authority including Chapter 67 RSMo. to establish permitting requirements for structures or equipment for wireless communication facilities in the public right-of-way ("ROW") and the City desires to reaffirm its intent to regulate and enforce permitting requirements for facilities in the ROW; and

WHEREAS, the City Council's legislative findings include that: (a) the ROW is a unique and physically limited resource; (b) the ROW is critical to the travel and transportation of persons and property in the City; (c) the ROW is intended for public uses and must be managed and controlled consistent with that intent and can be partially occupied by facilities and public service entities to the enhancement of the health, welfare, and general economic well-being of the City and its citizens; and (d) such findings require adoption of regulations to ensure coordination of users, maximize available space, reduce maintenance and costs to the public, and facilitate entry of a maximum most efficient number of ROW users that will serve the public interest; and

WHEREAS, the City has been granted the authority to enact legislation to regulate the construction, placement, and operation of telecommunications towers and antennas pursuant to its zoning powers established in Chapter 89 RSMo. and additionally, pursuant to its general and specific police powers established by statute (including Chapters 67, and 392 RSMo.); and

WHEREAS, the Missouri General Assembly enacted the "Uniform Small Wireless Facility Deployment Act," §§ 67.5110 to 67.5121 RSMo., which governs certain installations of wireless equipment in the City's ROW, which has an effective date of January 1, 2019; and

WHEREAS, consistent with state and federal law and the City Council's legislative findings, the City Council desires to enact new regulations for facilities within the ROW.

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

Section 1. Articles III, IV, V and VI of Chapter 36 are hereby repealed in their entirety and new Articles III, IV, V and VI are enacted in lieu thereof to read substantially in the form of Exhibit I, attached hereto and incorporated herein by reference.

Section 2. Sections 25-42, 25-44, and 25-45 of Chapter 25 are hereby repealed in their entirety.

Section 3. 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 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

APPROVED:

__________________________________________
Mayor

ATTEST:

__________________________________________
City Clerk

APPROVED AS TO FORM:

__________________________________________
City Counselor
ARTICLE III – RIGHTS-OF-WAY MANAGEMENT

DIVISION I. GENERALLY

Sec. 36-21. Work to be done in accordance with standard plans and specifications.

Any person who shall do any work for which a permit is required hereunder shall conduct such work in accordance with standard plans and specifications on file in the office of the Director of Public Works.

Sec. 36-22. Operations under supervision of Director of Public Works.

All operations for which a permit is granted pursuant to this chapter shall be under the direction and supervision of the Director of Public Works.

Sec. 36-23. Authority of Director of Public Works.

Whenever the use, convenience, or necessity of the public shall require it, the Director of Public Works shall have the authority to order the owners or agents in charge of property adjacent to which curb cuts, sidewalks, curbs, or driveways are maintained upon the rights-of-way to alter such improvement in such manner as he shall find reasonably necessary under the circumstances, if such improvement fails to conform to the aforesaid standard plans and specifications. The Director shall allow a reasonable period of time for such alteration to be made. It shall be unlawful for any person to maintain such nonconforming curb cut, sidewalk, curb, or driveway after the expiration of such time.

Sec. 36-24 Applicability - preemption.

a. Applicability. Except as provided for herein and where limited by applicable law, Articles III-VI shall apply to all excavations and use, construction, operation, and maintenance of facilities or structures, in the ROW of the city. No person shall commence or continue with the operation of any facilities or structures in the ROW except as provided and in compliance with Articles III-VI. Because numerous types of users and uses of the ROW may be subject to various or changing regulatory schemes under federal or state law, any such limitation or qualification that may be applicable to less than all users and uses of the ROW are not duplicated herein, but are nevertheless incorporated herein, whenever application is so required by law, including but not limited to applicable provisions of Chapter 67 RSMo. and other applicable state and federal law.

b. Preemption. No provision of this chapter shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of this chapter is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.
DIVISION 2. FRANCHISE, ROW USE AGREEMENTS, AND LICENSES

Sec. 36-25. Definitions.

For purposes of Articles Ill-VI, the following terms, phrases, words, and their derivatives shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

ABANDONED FACILITIES
Any equipment, materials, apparatuses, devices, or facilities that are: 1) declared abandoned by the owner of such equipment or facilities, 2) no longer in active use for a period of six months or more, and the owner of such equipment or facilities fails to respond within thirty (30) days to a written notice sent by the city, or 3) as otherwise may be defined by applicable law.

ANTENNA
Any device that transmits and/or receives electromagnetic wireless radio waves or signals for voice, data or video communications purposes including, but not limited to, television, text, AM/FM radio, microwave, cellular telephone, communications service, or otherwise.

APPLICANT
Any person who has applied for a ROW Use Agreement, Franchise License, ROW Permit, or any other authorization to install, maintain, repair, or otherwise physically access facilities in the rights-of-way.

COMMUNICATIONS SERVICE
The transmission via facilities, in whole or in part, of any writings, signs, signals, pictures, sounds, or other forms of intelligence through wire, wireless, or other means, including, but not limited to, any telecommunications service, enhanced service, information service, or internet service, as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, facilities, apparatus (communications facilities), and services (among other things, the receipt, forwarding, and delivery of telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "communications service" does not include the rental of conduit or physical facilities.

EXCAVATION, EXCAVATING, OR EXCAVATE
Any act by which earth, asphalt, concrete, sand, gravel, rock, or any other material in or on the ground is cut into, dug, uncovered, removed, or otherwise displaced, by means of any tools, equipment, or explosives, except:

1. Any de minimis displacement or movement of ground caused by pedestrian or vehicular traffic;
2. The replacement of utility poles and related equipment at the existing general location that does not involve either a street or sidewalk cut; or
3. Any other activity which does not disturb or displace surface conditions of the earth, asphalt, concrete, sand, gravel, rock, or any other material in or on the ground.

EXCAVATION PERMIT
A permit authorizing excavation for the construction or installation of facilities in the city's
rights-of-way.

FACILITIES OR FACILITY
Any equipment, installation, or structure located in the rights-of-way, including without limitation, cables, wires, lines, poles, towers, antenna, conduit facilities, vaults, pedestals, transmitters, meters, fiber, foundations, and any other equipment, infrastructure, structures, or obstruction. Facilities shall not include mailboxes, lawful vehicular parking or use, or lawful minor incidental uses such as driveway aprons, private utility connections, or other incidental facilities which may be permitted by a license issued by the Director of Public Works as provided herein.

FACILITIES MAINTENANCE OR MAINTENANCE
The construction, installation, repair, upgrade, or other physical access to the facility in the ROW that does not involve excavation.

FRANCHISE
A binding and accepted ordinance for certain ROW users to occupy the rights-of-way for the purpose of providing, transporting, or distributing electricity, gas, water, steam, lighting, energy, or sewer service to any person or area in the city's limits and boundaries.

LICENSE
The executed agreement between the Director of Public Works and a person to use and occupy the rights-of-way for the purpose of installing incidental temporary facilities within the rights-of-way or incidental uses such as ingress and egress facilities, lateral utility lines, or driveway aprons.

OBSTRUCTION PERMIT
A permit issued by the city for the ROW user to provide maintenance to its facilities or otherwise perform work in the ROW that does not involve excavation but requires the ROW user to occupy or obstruct the ROW.

PERSON
A corporation, partnership, proprietorship, individual, organization, governmental entity, or any natural person.

RIGHTS-OF-WAY OR ROW
The area on, below, or above a public roadway, highway, street, or alleyway in which the city has an ownership interest or right of management and including such adjacent areas within such public ways within such city control, except as may be limited by law.

ROW USE AGREEMENT
The document granting consent by the city to use the rights-of-way for the purpose of providing communication services or for such other use for which a franchise or license is not applicable as provided for herein; provided, however, that no ROW Use Agreement may be required with respect to requests to place, collocate, modify, operate or maintain Small Wireless Facilities, as defined under Section 42-397, or to place Support Structures or Utility Poles, as those terms are defined under Section 42-397, for collocation of Small Wireless Facilities.

ROW PERMIT

Commented [A1]: Pursuant to R.S.Mo. 67.5119(1), the City is required to "adopt an ordinance or develop an agreement that makes available to wireless providers rates, fees, and other terms that comply with sections 67.5110 to 67.5121..." The city is in the process of adopting such an ordinance, so an agreement is not necessary. Importantly, moreover, R.S.Mo. 57.5119(1) states that the City "shall not require a wireless provider to enter into such an agreement" (emphasis added). Thus, not only are the terms and conditions that the City seeks to enforce under a ROW Use Agreement superfluous, the City is prohibited from requiring the agreement with respect to a wireless provider and Missouri's Uniform Small Wireless Facility Deployment Act.

Commented [A2R1]: Even if we agreed to add this in the code — we would not add it in the definition part of the code.
An Excavation Permit and/or an Obstruction Permit.

ROW USER

All persons and entities, whether a Missouri Public Service Commission registered utility or otherwise, owning, controlling, leasing, maintaining, using, or installing facilities in the rights-of-way of the city, not otherwise expressly exempted. To the extent permitted by law, a ROW user shall not include the city.

Sec. 36-26. Franchise, ROW Use Agreements, or Licenses required.

a. Franchise, ROW Use Agreement, or License.

1. Franchise. A Franchise shall be obtained in conformance with all applicable Franchise procedures for any ROW user seeking to use the rights-of-way for the purpose of providing, transporting, or distributing electricity, gas, water, steam, lighting, energy, or sewer service to any person or area in the city’s limits and boundaries.

2. ROW Use Agreement. A ROW Use Agreement shall be required for all other ROW users, except as provided herein or otherwise required by law. A ROW Use Agreement shall conform to all applicable laws and requirements, including as provided herein, but shall not be subject to procedures applicable to Franchises.

2. Exception for Small Wireless Facilities. No franchise, ROW Use Agreement, license, or other similar agreement may be required with respect to requests to place, erect, operate, or maintain Small Wireless Facilities, as defined under Section 42-397, or to place Support Structures or Utility Poles, as those terms are defined under Section 42-397, for collocation of Small Wireless Facilities.

3. License for Incidental Uses. Persons desiring to install an incidental use, which includes installation of temporary structures or minor incidental uses in the rights-of-way, such as driveway aprons, ingress or egress facilities, and similar incidental uses that utilize a small area of the rights-of-way and serve the principal structure, may be permitted without a Franchise or ROW Use Agreement pursuant to a License issued by the Director of Public Works. The Director of Public Works shall have discretion to establish such an application, requirements, and conditions applicable to such uses consistent with the purposes of Articles III-VI or as otherwise established by law. The applicant shall be required to pay an application fee and an inspection fee as established by the Director of Public Work. Any person granted a License hereunder shall be subject to the applicable requirements of Articles III-VI. Unless otherwise stated in the License, a License shall be for an indefinite time and shall be revocable at any time on written notice in the public interest by the city.

b. Condition Precedent to ROW Permit. Unless otherwise required by applicable law, and except with respect to requests to deploy Small Wireless Facilities and Support Structures or Utility Poles for collocation of Small Wireless Facilities, no ROW Permit required under Article IV may be issued to any person unless or until such person has a valid Franchise, ROW Use Agreement, or License with the city that authorizes that person’s use of the rights-of-way. Unless prohibited by applicable law, in addition to any other reason provided herein, and except with respect to requests to deploy Small Wireless Facilities and Support Structures or Utility Poles for collocation of Small Wireless Facilities, the Director of Public

Commented [A3]: While this is true, it is not the only exception. For example, under the 2014 state law changes, you cannot require an agreement from someone who has already been legally granted access to the ROW. This is why we say “or otherwise required by law.” If we cannot require it by law, the city will not. In addition, the law has a sunset provision to where the provisions for small wireless facilities, as of now, will sunset and no longer be effective after Jan. 1, 2021. If we put this in the code and the law expires, you would then want to immediately repeal that section as the limitation no longer exists. If you leave it like we have it, if the law expires, it would no longer “otherwise required by law” and your code would automatically start requiring a ROW agreement again.

Finally, I think the law is unclear about the ability of the City to require a license. If the license is one way, it would not really be an agreement, and I would argue it is possible that such could be allowed. We did not expressly provide for the same, but I am not sure I would recommend adding that to the code.

As a side note, state law already prohibits a municipality from requiring a franchise for wireless communications facilities, which is why the code requires a ROW agreement and not a franchise.

Commented [A4]: Same comment as above. Also, not sure how many times you really need to say it in the code.
Works may deny a ROW Permit to any person that does not have a valid Franchise, ROW Use Agreement, or License with the city.

c. **Grant and Nature of Approval: Terms and Compensation.** The authority granted by the city pursuant to any ROW Use Agreement, Franchise, or License shall be non-exclusive use of the city’s rights-of-way. Such grant does not in any way limit the continuing authority of the city through the proper exercise of its statutory powers to adopt and enforce ordinances necessary to provide for the health, safety, and welfare of the public. The granting of any ROW Use Agreement, License, or Franchise by the city shall not be deemed to create any property interest of any kind in favor of the ROW user, nor shall it create any relationship of agency, partnership, joint venture, or employment between the parties.

d. **Transferability.** Unless otherwise provided, no Franchise, ROW Use Agreement, or License may be transferred or assigned without the written application to and consent of the Director of Public Works based on the requirements and policies of Articles III-VI. The Director of Public Works shall not unreasonably withhold its consent as provided herein, but any costs incurred shall be paid by the ROW user to the extent not prohibited by applicable law. In the case of the city granting consent to transfer, the transfees shall be subject to the terms and conditions of Articles III-VI.

e. **Use of City or Third-Party Facilities.** No ROW Use Agreement, Franchise, or License shall grant the right to use facilities owned or controlled by the city (including Rolla Municipal Utilities) or a third party, and no such use shall occur, nor shall any Franchise, ROW Use Agreement, or License excuse such person from first obtaining a pole attachment agreement or other express consent for such right or use before locating on facilities controlled or owned by the city (including Rolla Municipal Utilities) or a third party.

f. **Lease Required for Public Lands.** Unless otherwise provided, use or installation of any facilities or other structure within non-rights-of-way public property of the city shall be permitted only if a lease agreement or other separate written approval has been negotiated and approved by the city with such reasonable terms as the city may require.

g. **Forfeiture of Agreement and Privilege.** In case of failure on the part of the ROW user, including its successors and assigns, to comply with any of the provisions of Articles III-VI or a ROW Use Agreement or Franchise, or if the ROW user, its successors and assigns should do or cause to be done any act or thing prohibited by or in violation of Articles III-VI or the terms of the authorization of such use, or otherwise loses authority to provide its service in the city, the ROW user, its successors and assigns shall forfeit all rights and privileges permitted by any ROW Use Agreement or Franchise, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the city shall carry out the following proceedings: Before the city declares the forfeiture or revocation of a ROW Use Agreement or Franchise, it shall first serve a written notice upon the person setting forth in detail the neglect or failure complained of, and the person shall have thirty (30) days thereafter, or such other reasonable period established by the Director of Public Works, in which to cure the default by complying with the conditions of the such ROW Use Agreement or Franchise and fully remedying any default or violation. If at the end of such period, the city determines that the conditions have not been complied with and that the person did not reasonably and in the public interest require more than the established time to cure the default, the city shall take action by an affirmative vote of the city council present at the meeting and voting to terminate the ROW Use Agreement or
Francluse, setting out the grounds upon which said authorization is to be forfeited or revoked. Nothing herein shall prevent the city from invoking any other remedy or from declaring immediate forfeiture where the default is incapable of being cured by the ROW user, including where such defaults or violations have repeatedly occurred.

Sec. 36-27. Application for Franchise or ROW Use Agreement.

a. Application Form. An application for a Franchise or ROW Use Agreement shall be provided to the city on city forms and shall include all such information as is required by Articles III-VI and as determined necessary by the Director of Public Works. The ROW user shall be responsible for accurately maintaining the information in the application during the term of any Franchise or ROW Use Agreement and shall be responsible for all costs incurred by the city due to the failure to provide or maintain as accurate any application information required herein.

b. Application Deposit Fee. An application deposit of $500.00, or such other amount determined to be required, shall be submitted with the application, which shall be utilized to at least partly offset the city's costs in reviewing and issuing an agreement, consistent with applicable law provided that no costs shall be included if such inclusion is prohibited by applicable law as to that person; any amount not used by the city for its actual lawfully reimbursable costs will be refunded upon request after execution of a ROW Use Agreement or Franchise. If applicable, the applicant shall be obligated to reimburse the city for its reasonable expenses associated with the review, negotiation, and adoption of an appropriate ROW Use Agreement or Franchise that may exceed the application deposit.

c. Standard for Approval or Renewal. In reviewing an application for a new or renewal ROW Use Agreement or Franchise, the city may consider prior conduct of the person in performance of its obligations or compliance with the city's ordinances in the past, or the existence of any outstanding violations or deficiencies. The city may deny or condition any ROW Use Agreement or Franchise where the proposed use would interfere with the public use of the rights-of-way or otherwise conflict with the legitimate public interests of the city to fulfill the requirements and objectives of Articles III-VI or as otherwise provided by law. All ROW Use Agreements or Franchises may be approved by ordinance or resolution of the city council after receipt of an executed copy from applicant, and applications shall be decided on a non-discriminatory basis and shall be approved, conditioned or denied based on compliance with all applicable requirements herein, and conformance with applicable law and the public interest. The city may, if appropriate, notwithstanding the provisions herein approve form agreements that may be executed by the Director of Public Works in substantially the form approved.


a. Compliance with Laws. Except as provided under Section 36-24, each ROW user shall comply with all applicable federal and state laws and regulations and rules as well as all city ordinances, resolutions, rules, and regulations heretofore and hereafter adopted or established.

b. Zoning, Safety, and Building Code Compliance. ROW users shall at all times be subject to the lawful exercise of the police powers of the city, including but not limited to all police powers regarding zoning, supervision of the restoration of the rights-of-way, building and
safety regulations, and control of the rights-of-way currently in effect or as may be amended. Installation of all facilities in the rights-of-way are subject to and must be in compliance with all applicable zoning and safety and building code requirements. For applications for installation of any facility in the rights-of-way, the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning district map.

c. **No Warranties.** The city makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any particular segment of rights-of-way and shall not be liable for any damages therefrom. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the ROW user. The ROW user shall be solely liable for any damages to facilities or other property due to excavation, facilities maintenance, or other work performed prior to obtaining the location of all facilities that have been properly identified prior to such work. The ROW user shall not make or attempt to make repairs, relocation, or replacement of damaged or disturbed facilities without the approval of the owner of the facilities.

d. **No Waiver.** No action or omission of the city shall operate as a future waiver of any rights of the city under Articles III-VI. Except where rights are expressly granted or waived by a ROW Permit, ROW Use Agreement, Franchise, or License they are reserved, whether or not expressly enumerated.

e. **No Cause of Action Against the City.** As a condition for use of the rights-of-way, a ROW user shall have no damages, remedy, or monetary recourse whatsoever against the city for any loss, cost, expense, or damage arising from any of the provisions or requirements of any ROW Use Agreement, Franchise, or License, or because of the enforcement thereof by the city, or from the use of the rights-of-way. Nothing herein shall preclude the ROW user from seeking injunctive or declaratory judgment relief against the city where such relief is otherwise available, and the requirements therefor are otherwise satisfied.

f. **Maintenance of Facilities.** Each ROW user shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state, and local requirements.

g. **Subordinate Use.** The ROW user’s use shall be, in all situations, subordinate and subject to public municipal use. To the extent not prohibited by applicable law, in situations where multiple users are in the same location, first the municipal use shall have priority followed by persons with statutory ROW use rights, followed by a valid and current ROW Use Agreement, Franchise, or License with the city, followed by all others.

h. **Responsible for Subcontractors.** If excavation or facilities maintenance is being done for the ROW user by another person, a subcontractor or otherwise, the ROW user shall be responsible for ensuring that the excavation or facilities maintenance of said person is performed consistent with its ROW Permit and applicable law (including that the contractor shall be properly licensed under the State of Missouri and local ordinances) and shall be responsible for promptly correcting acts or omissions by said person.

i. **Insurance; Exceptions.** Except as provided in this section, each ROW user shall provide, at its sole expense, and maintain during the term of any ROW Use Agreement or Franchise or
anytime the ROW user has facilities in the ROW, commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the city, with a rating by Best of not less than "A", that shall protect the ROW user, the city, and the city's officials, officers, and employees, from claims which may arise from such use of the ROW, whether such operations are by the ROW user, its officers, directors, employees, and agents, or any contractors or subcontractors of the ROW user. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all ROW user’s operations, products, services, or use of automobiles or construction equipment. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein shall be deemed to waive the city's sovereign immunity. An endorsement which states that the city as an additional insured with full and equivalent coverage as the insured under the insured’s policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days' advance written notice of such event being given to the Director or Public Works. If the person is self-insured, it shall provide the city proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts. The City's additional insured coverage shall have no deductible. The insurance requirements in this section or otherwise shall not apply to a ROW user to the extent and for such period as the ROW user is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the city clerk an affidavit certifying that ROW user has twenty-five million dollars ($25,000,000.00) in net assets and that any other evidence demonstrating the ROW user is not required to provide the insurance required by this section. Additionally, in accordance with § 67.5121(3), a self-insured ROW user shall not be required to obtain insurance naming the city as an additional insured solely to the extent such ROW user is utilizing “Small Wireless Facilities” as defined in the Uniform Small Wireless Facility Deployment Act within the ROW. This exception to the city’s insurance requirements shall only apply as related to “Small Wireless Facilities” and shall not otherwise alter the obligations of a ROW user to provide appropriate insurance to the city for any other activities or operations. The city may waive any and all requirements under this subsection when deemed to be lawful and in the public interest.

j. Performance and Maintenance Bonds.

1. Bond Required. Prior to any work, a ROW user shall establish in the city’s favor a performance and maintenance bond in an amount to be determined by the Director of Public Works to guarantee the restoration of the rights-of-way as more fully provided in Section 36-77. The bond shall continue in full force and effect for a period of forty-eight (48) months following completion of the work. The Director may waive this requirement when the work involves, as determined in the sole discretion of the Director, no or only minor disruption or damage to the rights-of-way.

2. Failure to Satisfactorily Complete Restoration. If a ROW user fails to complete the restoration work in a safe, timely, and competent manner or if the completed restorative work fails without remediation within the time period for the bond (as determined by the Director of Public Works), then after notice and a reasonable opportunity to cure, there
shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the ROW user and the cost of completing work in or restoring the rights-of-way, up to the full amount of the bond. The city may also recover against the bond any amount recoverable against a security fund or letter of credit where such amount exceeds that available under a security fund or letter of credit.

3. **Bond Terms.** The bond shall be issued by a surety with an "A" or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition, shall be subject to the approval of the city’s attorney and shall contain the following endorsement: “This bond may not be cancelled or allowed to lapse until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew.”

4. **Exception.** The city may waive any and all requirements under this subsection when deemed to be lawful and in the public interest. Further, in lieu of the bond required herein, the ROW user may establish in the city’s favor such other security as the Director of Public Works may determine to be commensurate with the noted bonding requirements including, but not limited to, an annual bond to be maintained in the minimum amount of twenty-five thousand dollars ($25,000.00). The bond requirements in this section or otherwise shall not apply to a ROW user to the extent and for such period as the ROW user is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the city clerk an affidavit certifying that ROW user has twenty-five million dollars ($25,000,000.00) in net assets and facts otherwise demonstrating the ROW user is exempted, unless otherwise provided by a ROW Use Agreement or Franchise or the city determines such exemption has not been adequately shown. Additionally, in accordance with § 67.5121(4), the bonds required for “Small Wireless Facilities” as defined in the Uniform Small Wireless Facility Deployment Act shall not exceed one thousand five hundred dollars ($1,500.00) per “Small Wireless Facility” or more seventy-five thousand dollars ($75,000.00) for all “Small Wireless Facilities” within the ROW of a ROW user. This exception to the city’s bonding requirements shall only apply as related to such “Small Wireless Facilities” and shall not otherwise alter the obligations of a ROW user to provide appropriate bonds to the city for any other activities or operations.

k. **Indemnification.** Any person performing excavation or a ROW user as a condition of use of the rights-of-way shall at its sole cost and expense fully indemnify, protect, defend (with counsel acceptable to the city), and hold harmless the city, its municipal officials, officers, employees, and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability, and judgment by other persons for damages, losses, costs, and expenses, including attorney fees, arising, directly or indirectly, in whole or in part, from the action or inaction of the person performing excavation or ROW user, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts the person performing excavation or ROW user may be liable, in constructing, operating, maintaining, repairing, restoring, or removing facilities or other structures, or use of the rights-of-way or the activities performed, or failed to be performed, by the person performing excavation or ROW user under Articles III-VI or applicable law, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the city, its elected officials, officers, employees, agents, or contractors.
Nothing herein shall be deemed to prevent the city, or any agent from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the person from the duty to defend against liability or its duty to pay any judgment entered against the city or its agents. This indemnification shall survive the expiration or termination of any ROW Use Agreement, Franchise, License, or ROW Permit. Provided however, that in accordance with § 67.5121(2), a ROW user which is a Wireless Provider, solely to the extent, and in relation to that the Wireless Provider’s ROW user is operating a “Small Wireless Facility” as defined in the Uniform Small Wireless Facility Deployment Act within the ROW, shall only indemnify and hold the city, its officers and employees, harmless against any damage or personal injury caused by the negligence of the ROW user, its employees, agents, or contractors. This exception shall only apply to the ROW user’s “Small Wireless Facility” and shall not otherwise alter the obligations of a ROW user to provide indemnification to the city for any other activities or operations:

1. **ROW User Responsible for Costs.** The ROW user shall be responsible for all reasonable costs borne by the city that are directly associated with ROW user’s installation, maintenance, repair, operation, use, and replacement of its facilities in the rights-of-way that are not otherwise accounted for as part of the ROW Permit fee established pursuant to Article IV, or other applicable application fee with respect to a ROW user’s request to place facilities in the ROW, to the extent permitted by law. All such costs shall be itemized, and the city's books and records related to these costs shall be made available upon request of the ROW user.

Sec. 36-29. Facility location requirements.

a. **Exclusion of Certain Locations/Facilities.** To the extent permitted by applicable law, the Director of Public Works may designate certain locations or facilities in the rights-of-way to be excluded from use by the ROW user, including but not limited to, ornamental or similar specially-designed street lights or other facilities or locations which, in the reasonable judgment of the Director of Public Works cannot safely bear the weight or wind loading thereof; or any other facility or location that in the reasonable judgment of the Director of Public Works would be rendered unsafe or unstable by the installation, provided, however, that pursuant to R.S.Mo. 67.5112(5), a wireless provider shall be permitted to replace decorative poles when necessary to collocate a Small Wireless Facility so long as any such replacement pole reasonably conforms to the design aesthetics of the decorative poles being replaced. The Director of Public Works may further exclude certain other facilities that have been designated or planned for other use or are not otherwise available for use by the ROW user due to engineering, technological, proprietary, legal, or other limitations or restrictions as may be reasonably determined by the city. In the event such exclusions conflict with the reasonable requirements of the ROW user, the city will cooperate in good faith with the ROW user to attempt to find suitable alternatives, if available, provided that the city shall not be required to incur financial cost nor require the city to acquire new locations for the ROW user.

b. **Location, Type, and Design of Facilities Subject to Approval.**

1. **Review Required.** The design, location, and nature of all facilities shall be subject to the review and approval of the Director of Public Works; provided, however, that the city may not impose requirements or obligations regarding the appearance of wireless

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**Commented [A14]:** The limited indemnity authorized under R.S.Mo. 67.512(2) applies with respect to “a wireless provider.” Because we broad purpose of the R.S.Mo. Sections 67.5110 and 1.5131 is to help ensure that robust and dependable wireless radio based communications services and networks are available throughout Missouri, which is a matter of legitimate statewide concern, “the indemnity proviso shall be interpreted as written to apply not merely to installations of small wireless facilities and support structures and utility poles to support small wireless facilities. And this is consistent with R.S.Mo. 67.509(4)(B), which also limits the lawful scope of the City’s requirement of indemnity by wireless providers.

**Commented [A1]:** Please note that § 67.5121.1 reads that “An authority may adopt indemnification, insurance, and bonding requirements related to small wireless facility permits, subject to the requirements of this section.” As such, this is limited to the applicability of the section to just Small Wireless. As this Code covers more than just small wireless facilities, our exemption is tailored more closely to the language of the Act than AT&T’s proposal.

**Commented [A12]:**

RowT recognizes the City’s right to require a ROW use permit. Under the FCC’s small cell deployment order, however, the City is limited to fair and reasonable cost-based application fees, and these fees are presumed to be unlawful if they exceed $500 for an application including up to five small wireless facilities. And the FCC’s rules, including this presumption of fair and reasonable cost-based fees, clearly apply to all applications necessary for construction. To the extent the City seeks to impose multiple permit fees for each small wireless facility installation, and absent proof of greater fair and reasonable cost, the total non-refundable fees must not exceed the greater of cost or $300 for up to five small wireless facilities, and an additional $100 per additional small wireless facility per application.

**Commented [A12]:** First, this applies to not just small wireless facilities within the law clearly allows the City to recover its actual management costs (not including attorney fees) in managing the rights-of-way. Second, we are aware of the limitation on fees which your sheet shows. The $100 and $500 limitation for small cell facilities applies to ALL permits. Therefore, they would not even be responsible for a fee for a ROW Permit as they already paid the federal zoning approval. This is also on the sheet.

With that being said, you could probably accept this charge if you are trying to be amicable to AT&T.

**Commented [A14]:**
communications facilities pursuant to R.S. Mo. 67.5094(16). Such review shall be on a non-discriminatory basis in application of city policy and approvals shall not be unreasonably withheld. City height limitations, applicable zoning restrictions, and general city policies with regard to all users of the rights-of-way shall be applicable to all facilities. The Director of Public Works may establish regulations or policies as may be deemed necessary or appropriate to affect this provision.

2. Underground and Collocation of Facilities Required; Exceptions. Except as provided herein or where prohibited by applicable law, no person may erect, construct, or install new poles or other facilities above the surface of the rights-of-way without the written permission of the city based on good cause established by applicant and found by the city. In addition, all new fiber optics, coaxial, and similar cable facilities shall be located within existing conduit, trenches, or other facilities to minimize unnecessary use of rights-of-way space, reduce potential existing or future interference and obstructions, and to reduce the cost to the public or others therefrom, and to maximize the public's ability to use and license appropriate private or public uses of the rights-of-way in the public interest except where preempted by law or where good cause is established and written permission granted by the city. Such permission may be granted by the city council when other similar facilities exist above ground and conditions are such that underground construction is impossible, impractical or unfeasible, as determined by the city, and when in the city's judgment the above-ground construction has minimal aesthetic impact on the area where the construction is proposed. Where reasonable and appropriate and where adequate right-of-ways exist, the ROW user shall place above-ground facilities underground in conjunction with city capital improvement projects and/or at specific locations requested by the city provided that such placement is practical, efficient, and economically feasible. New utility poles and related ground mounted equipment shall be permitted to be installed above ground; provided, however, that to ensure unobstructed pedestrian use and city maintenance of the ROW and minimize visual obstructions for vehicular traffic, a new utility pole and any ground mounted equipment related to that utility pole or the equipment thereon shall not be installed within one hundred and fifty feet (150') of another utility pole or other ground mounted equipment on the same side of the ROW. A replacement utility pole that is installed in lieu of an existing utility pole and is installed within ten feet (10') of the existing utility pole, shall not be considered a new utility pole subject to the spacing requirements herein. Such spacing regulations as applied to that specific site may be altered by the City Administrator upon good cause shown by the applicant including: (1) when and where nearby utility poles exist that are spaced closer than one hundred and fifty feet (150') apart; (2) when conditions are such that no existing structure is available for placement of facilities; and (3) the utility pole can be placed to be minimally visually intrusive.

3. Wireless Antennas and Facilities. Pursuant to city authority, including Section 67.1830 RSMo. and the Uniform Small Wireless Facility Deployment Act (§§ 67.5110 et seq. RSMo.), and to properly manage the limited space in the city's rights-of-way, minimize obstructions and interference with the use of the rights-of-way by the public and to ensure public safety, while also seeking to facilitate delivery of broadband technologies to city residents and businesses, wireless facilities shall be permitted in the rights-of-way in compliance with the requirements applicable to other facilities and users in the rights-of-way, and the additional requirements set forth in the Uniform Small Wireless Facility Deployment Act and this subsection for wireless antennas and facilities.
(a) General Conditions. Except as prohibited by law, any wireless facility in the rights-of-way shall be subject to conditions relating to the location (including prohibited or limited locations), design, height, appearance, safety, radio-frequency interference, and other interference issues as may be lawfully imposed by the city where necessary or appropriate to protect the public, and to conform to policies and interests of the public as may be set forth in special district plans, historic areas, or other policies as may be reasonably adopted by the Director of Public Works to address changing infrastructure, technology, and use of the rights-of-way and/or city facilities. A wireless facility shall not be located or installed in a manner that results in interference with or impairs the operation of existing utility facilities or city or third-party attachments. Wireless antennas or facilities shall further comply with (1) all applicable requirements for installation of any facilities in the rights-of-way as set forth in Articles III-V including a ROW Permit, but not including the requirement for a ROW Use Agreement; License or other agreement; (2) the applicable requirements of this section; and (3) requirements for installation of wireless antennas and facilities set forth in the Uniform Wireless Communications Infrastructure Deployment Act (§ § 67.5090 et seq. RSMo.), Uniform Small Wireless Facility Deployment Act (§ § 67.5110 et seq. RSMo.), applicable zoning, building, and other regulations and approvals, specifically including Chapter 42.

(b) Specific Conditions.

i. Small Wireless Facilities. Any small wireless facility meeting the requirements for small wireless facility as defined by Section 42-397 and as provided in Section 42-400 shall be authorized to be located in the rights-of-way with approval of the Director of Public Works subject to the following additional requirements:

1. If proposing to install a new authority pole as defined by Section 42-397, compliance with the spacing requirements herein;
2. Compliance with § 67.5113.3(9) RSMo. to the satisfaction of the city;
3. For collocations on city authority poles, all make-ready estimates for the authority pole, including replacement costs where necessary for the safety and reliability of the utility pole, as determined by the city;
4. Attestation that the proposed small wireless facility meets the volumetric requirements to meet the definition of a small wireless facility in Section 42-397; and
5. Any other requirements which may be applicable to the proposed small wireless facility pursuant to the Uniform Small Wireless Facility Deployment Act (§ § 67.5110 et seq. RSMo.).

(ii) “Fast-Track” Small Wireless Collocation. Any wireless facility meeting the requirements of a fast-track as defined by Section 42-397, and as provided in Section 42-401, may be authorized to be located in the rights-of-way with approval of the Director of Public Works subject to the following additional requirements:

1. Attestation that the proposed facilities meet the volumetric requirements to meet the definition of fast-track in Section 42-397;
2. No ground equipment shall be authorized;
3. If the proposed structure the applicant proposes to locate its fast-track is not
structurally sound, but the Director finds such to be a desired location, the Director of Public Works can require the applicant to install a new substantially similar structure at its cost; and

4. Compliance with the spacing requirements herein if granted a waiver under the fast-track zoning procedure to install a new structure.

(iii) All other Wireless in ROW. Any wireless facility located on a utility pole, authority pole, or existing structure as defined by Section 42-397 but not meeting the requirements of (a) Small Wireless Facilities or (b) Fast Track Small Wireless Colocation above, may be approved, subject to reasonable and nondiscriminatory conditions as may be imposed consistent with the purposes of this section. Only upon approval by the City Administrator upon determination by the City Administrator, to the extent the same considerations apply to requests for placements of other types of infrastructure deployments, that such wireless facility is: (1) in the public interest to provide a needed service to persons within the city; (2) cannot feasibly meet all of the requirements of a small wireless facility, fast track, or otherwise, but varies from such requirements to the minimum extent necessary, (3) does not negatively impact appearance or property values in light of the location, design, and circumstances to be approved, (4) does not create any reasonable safety risk, and (5) complies with all applicable and reasonable zoning, rights-of-way, and other applicable requirements that are objective and published in advance.

(c) Wireless Facility Compensation. If the small wireless facility or fast track is to be located on a city owned structure or authority pole, but not including the assets of Rolla Municipal Utilities (“RMU”) an annual payment of $150.00 per attachment shall be required. To extent permitted by applicable law, the rates for collocation of facilities on assets owned by RMU shall be established by RMU.

(d) Application Requirements. Any application including one or more wireless antennas or facilities shall include all applicable and lawful requirements: (1) for installation of any facilities in the rights-of-way as set forth in Articles III IV, but not installing the requirement for a ROW Use Agreement, Franchise Agreement, License, or other agreements, (2) of this section; and (3) for installation of wireless antennas and facilities set forth in the Uniform Wireless Communications Infrastructure Deployment Act (§§ 67.5090 et. seq. RSMo.), city’s zoning code, and other applicable law including written proof of consent of landowner and of structure owner.

4. Mapping of Facilities. Upon completion of the ROW work involving installation of new facilities, the ROW user shall supply the city copies of as-built and detailed maps showing the exact location of all facilities installed in the ROW after August 28, 2001, in the electronic form that the ROW user keeps such data. As a condition of continued ROW use, all ROW users shall, on an annual basis, provide the city with as-buils or other detailed maps of the ROW user’s current facilities in the electronic form that the ROW user keeps such data. Such annual requirement may be waived by the Director of Public Works upon written request.

5. Sight Triangle Maintained. ROW users shall comply with the requirements of site triangles and nothing shall be erected, placed, planted, or allowed to grow in such a manner
as to materially impede vision within the triangular area formed by the rights-of-way lines and a line connecting them at points as reasonably determined by the Director of Public Works from their point of intersection so as to ensure public safety is maintained.

6. No Interference. All ROW users shall construct and maintain its facilities so as not to disrupt or interfere with other users of the rights-of-way including the city. The ROW user shall not interfere with or alter the facilities of the city or other ROW user without their consent and shall be solely responsible for such. Except as may otherwise be provided or as determined by the Director of Public Works, the ROW user shall, prior to commencement of work, execute a city-approved resident-notification plan to notify residents affected by the proposed work. All construction and maintenance by the ROW user or its subcontractors shall be performed in accordance with industry standards. The ROW user shall, in the performance of any excavation, facilities maintenance, or other ROW work, limit such work to that necessary for efficient operation and so as not to interfere with other users of the rights-of-way. All facilities and other structures shall be installed and located to cause minimum interference with the rights and convenience of property owners, ROW users, and the city. Facilities and other structures shall not be placed where they will disrupt or interfere with other facilities, structures, or public improvements or obstruct or hinder in any manner the various utilities serving the residents and businesses in the city or public improvements. If authorized, above-ground facilities shall be constructed and maintained in such a manner so as not to emit any unnecessary or intrusive noise. When reasonable and necessary to accomplish such purposes, the Director may require as alternatives to the proposed work either less disruptive methods or different locations for facilities consistent with applicable law.

Sec 36-30. Relocation of facilities.

a. City Required Relocation. The ROW user shall promptly remove, relocate, or adjust any facilities located in the rights-of-way as directed by the city when such is required by public necessity, or public convenience and security require it, or such other findings in the public interest that may require relocation, adjustment, or removal at the cost of the ROW user. Such removal, relocation, or adjustment shall be performed by the ROW user within the time frames established by the city and at the ROW user's sole expense without any expense to the city, its employees, agents, or authorized contractors and shall be specifically subject to rules, regulations, and schedules of the city pertaining to such.

b. Emergency Exception. In the event of an emergency or where construction equipment or facilities create or are contributing to an imminent danger to health, safety, or property, the city may, to the extent allowed by law, remove, re-lay, or relocate such construction equipment or the pertinent parts of such facilities without charge to the city for such action or for restoration or repair. The city shall attempt to notify the person having facilities in the rights-of-way prior to taking such action, but the inability to do so shall not prevent the same. Thereafter, the city shall notify the person having facilities in the rights-of-way as soon as practicable.

c. Abandonment Exception. Rather than relocate facilities as requested or directed, a ROW user may abandon the facilities if approved by the city as provided below in this section.

d. ROW User Responsible for Damage. Any damages suffered by the city, its agents, or its contractors to the extent caused by the ROW user's failure to timely relocate, remove, or
adjust its facilities, or failure to properly relocate, remove, or adjust such facilities, shall be borne by the ROW user. Where the ROW user shall fail to relocate facilities as required by the city, the city may, but shall not be required to, upon notice to the ROW user remove the obstructing facilities with or without further delay and the ROW user shall bear all responsibility and liability for the consequences therefrom, and the city shall bear no responsibility to the ROW user or others for damage resulting from such removal.

e. **No Vested Rights.** No action hereunder shall be deemed a taking of property and no person shall be entitled to any compensation therefor. No location of any facilities in the rights-of-way shall be a vested interest or property right.

f. **Abandoned Facilities; Removal.** A person owning abandoned facilities in the rights-of-way must not later than thirty (30) days of notice or of abandonment remove its facilities and replace or restore any damage or disturbance caused by the removal at its own expense. The Director of Public Works may upon written application and written approval allow underground facilities or portions thereof to remain in place if the Director determines that it is in the best interest of public health, safety, and general welfare to do so. The city shall be entitled to all costs of removal and enforcement for any violation of this provision.

g. **Nuisance.** Facilities abandoned or otherwise left unused in violation of Articles III-V are deemed to be a nuisance. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to, (a) abating the nuisance, (b) taking possession and ownership of the facility and restoring it to a useable function, or (c) requiring the removal of the facility by the ROW user.

Secs. 36-31 to 36-40. Reserved.

**ARTICLE IV — ROW PERMITS**

Sec. 36-41. **Excavation Permit required - exceptions.**

No person shall make or cause to be made any excavations nor construct, reconstruct, repair, alter, or grade any sidewalk, curb, curb cut, driveway, or street in any ROW without an Excavation Permit issued by the Director of Public Works to do so, except public work done under the authority of the city council or in the case of an emergency. The cost of said permit shall be set out by the Director of Public Works.

An Excavation Permit should be obtained for each project unless otherwise provided for by the Director of Public Works. A separate special permit or lease shall be required for excavation in or use of any real property interest of the city that is not ROW.

Sec. 36-42. **Obstruction Permit required - exceptions.**

a. Permit Required. It shall be unlawful to occupy or obstruct any ROW or sidewalk (including to temporarily place thereon materials or rubbish from building operations or for excavation of any area under a sidewalk or for any purpose whatever in connection with the erection, removal, alteration, or repair of any building or other structures) without an Obstruction Permit or License from the Public Works Director unless such work is authorized by an existing valid Excavation Permit or is exempt herein.

Commented [A36R35]: See comment above about costs.
b. Exceptions. An Obstruction Permit shall not be required for:

1. ROW users performing routine maintenance which does not require excavation, does not disrupt traffic or pedestrians, and requires no more than four (4) hours to complete, provided that at minimum two (2) hours' notice is provided to the Director of Public Works during normal business hours;

2. Emergency situations as more fully described in Section 36-47 below;

3. Contractors working on the construction or reconstruction of public improvements and which are operating pursuant to a contract with the city for such construction; or

4. Routine maintenance on previously approved small wireless facilities, as defined by Section 42-397, replacement of such small wireless facilities that are the same or smaller in size, weight, and height, or installation placement, maintenance, operation, or replacement of micro wireless facilities, as defined by Section 67.5111 RSMo., that are strung on cables between utility poles in compliance with applicable safety and building codes, when such work will not involve excavation, affect traffic patterns, obstruct traffic in the ROW, or materially impede the use of a sidewalk, and provided the ROW user submits as-builts of the new small wireless facilities or micro wireless facilities so the city may maintain an accurate inventory of facilities installed in the ROW.

c. Permit Conditions. In addition to the applicable conditions and obligations set forth in Articles III-VI, conditions of an Obstruction Permit shall be as established in such Permit and shall include requirements of notice to and approval by the Public Works Director whenever traffic lanes are to be obstructed, manhole covers or safety barriers removed or altered, temporary or other barricades installed, and other events set forth in such Permit.

Sec. 36-43. Extent of ROW Permit generally.

The extent of occupation of a ROW or sidewalk or part thereof for which a ROW Permit may be granted by the Public Works Director, shall be as follows:

1. The ROW Permit shall not authorize the occupation of any sidewalk or ROW or part thereof, other than that immediately in front of or in the rear of the premises for the building upon which the ROW Permit is issued.

2. Earth taken from the excavation and rubbish taken from buildings must not be scattered upon sidewalks or the ROW and must be removed from day to day as rapidly as produced and where dry rubbish, likely to produce dust, is being handled, it must be kept wet so as to prevent being blown about by the wind.

Sec. 36-44. ROW Permit application.

The Director of Public Works is authorized to draft an application form consistent with the requirements of Articles III-V. An applicant for an ROW Permit hereunder shall file with the Director of Public Works an application showing at minimum:

1. The name and address of the owner or agent in charge of the property abutting the proposed...
work area.

2. The name and address of the party doing the work.

3. The location of the work area.

4. The duration and dates of the closure or restriction.

5. If excavation is proposed, statement that applicant has complied with Missouri One Call.

6. Such other information as the Director of Public Works shall find reasonably necessary to the determination of whether a permit should be issued hereunder.

Sec. 36-45. Fee.

An application for ROW Permits shall be accompanied by a fee established by the Director of Public Works. An applicant whose ROW Permit application has been withdrawn, abandoned, or denied for failure to comply with Articles III-VI shall not be refunded the application fee.

Sec. 36-46. Issuance.

a. Issuance Determinations. The Director of Public Works shall issue a ROW Permit hereunder when he has determined:

1. That a sufficient application has been made, accompanied by payment of the appropriate fee.

2. That the work will be done according to the standard plans and specifications on file in the office of the Director of Public Works.

3. That the operation will not unreasonably interfere with the vehicular and pedestrian traffic, the demand and necessity for parking space, and the means of egress to and from the property involved and adjacent properties.

4. That the health, welfare, and safety of the public will not be unreasonably impaired.

5. That the applicant agrees to follow all rules and regulations for sidewalk closures issued by the Director of Public Works.

b. Renewal. ROW Permits will be allowed to be renewed once; provided that the time granted in the original ROW Permit plus the time granted in such renewal Permit shall not exceed thirty (30) days. Additional renewals will require the applicant to make application to the city council.

c. Transferability. Unless otherwise provided or as otherwise required by law, no ROW Permit may be transferred or assigned without the written application to and consent of the Director of Public Works based on the requirements and policies of Articles III-V.

d. Condition Imposition. The Director of Public Works may impose reasonable conditions upon the issuance of a ROW Permit and the performance of work in order to protect the
public health, safety, and welfare, to ensure the structural integrity of the rights-of-way, to protect the property and safety of other users of the rights-of-way, and to minimize the disruption and inconvenience to the traveling public. Installation and collocation of small wireless facility, as defined by Section 42-397, shall be completed within one (1) year of issuance of the ROW Permit or the ROW Permit shall become null and void and shall no longer authorize installation or collocation such small wireless facility.

Sec. 26-47. ROW Permit requirements.

a. ROW Permit Conditions. Every ROW Permit issued hereunder shall incorporate the applicable requirements and terms of Articles III-VI, agreements, and all applicable ordinances, to the extent permitted by law. The ROW user shall perform such work in accordance with the issued permit and applicable provisions of Articles III-VI and any subsequent ordinances or regulations that may be adopted by the city regarding excavation or obstruction work in the rights-of-way at the time such permit issues. In addition, all ROW users shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the city in the reasonable exercise of its police power relating to ROW Permits and fees, sidewalk and pavement cuts, facility location, construction coordination, surface restoration, and other requirements on the use of the rights-of-way. A ROW user shall perform all excavations or obstruction work in full compliance with all applicable engineering codes adopted or approved by the city, and in accordance with applicable statutes of the State of Missouri, and the rules and regulations of the Public Service Commission, Federal Communications Commission, and any other local, state, or federal agency having jurisdiction over the parties. The ROW user shall comply with the excavation requirements established by §§ 319.010 et seq. RSMo., as amended. A ROW user shall be responsible for all excavations or obstruction work done in the rights-of-way on its behalf, regardless of by whom the work is done.

b. Emergency Exception. In the event of an emergency requiring immediate attention to remedy defects, and in order to avoid loss of damage to person or property, it shall be sufficient that the person conducting the work shall as soon as practicable notify the city of the location of the work and shall apply for the required permit as soon as practicable following the commencement of the work, not to exceed the third (3rd) business day thereafter, or as otherwise directed by the Director of Public Works. In the event the city becomes aware of an emergency requiring facilities work the Director of Public Works shall attempt to contact a representative of each ROW user affected, or potentially affected, by the emergency work. If no response is received by a particular ROW user to whom contact is attempted, the Director of Public Works may take whatever action he/she deems necessary to respond to the emergency, the cost of which shall be borne by the person whose action or inaction occasioned the emergency or by the ROW user if the emergency was occasioned by an act of nature.

c. Displayed. At all times during the work, ROW Permits shall be conspicuously displayed at the work site and shall be available for inspection by the Director of Public Works or other city official.

d. ROW Permit Modification. If at any time it appears that the duration or scope of the work is or will become materially different from that allowed by the ROW Permit, the ROW user shall inform the Director of Public Works. The Director of Public Works may issue a waiver, an extension, or revised ROW Permit, or require that the ROW user resubmit the permit for a

Commented [A39]: Ok

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IV.1.22.
ROW Permit in accordance with all requirements of Articles III-V.

Sec. 36-48. ROW Permit denial and revocation.

a. Denial. The Director of Public Works may deny an application for a ROW Permit if:

1. To the extent permitted by law, and except with respect to ROW Permits related to installing Small Wireless Facilities or Support Structures or Utility Poles for collocation of Small Wireless Facilities, the person does not have a current Franchise, License, or ROW Use Agreement, or other authorization with the city.

2. The ROW user, or any persons acting on the behalf of the ROW user, fails to provide all the necessary information requested by the city for managing the rights-of-way.

3. The ROW user, or any persons acting on the behalf of the ROW user, including contractors or subcontractors, has a history of noncompliance or permitting noncompliance within the city. For purposes of this section, "history of noncompliance or permitting noncompliance within the city" shall include where the ROW user, or any persons acting on the behalf of the ROW user, including contractors or subcontractors, has failed to return the rights-of-way to its previous condition under a previous ROW Permit, or has violated terms, or is in violation of terms of the ROW users' Franchise, ROW Use Agreement, License, or other authorization with the city.

4. The city has provided the ROW user with a reasonable, competitively neutral, and nondiscriminatory justification for requiring an alternative method for performing the excavation or facilities maintenance identified in the ROW Permit application, or a reasonable alternative route that will not result in additional installation expense of more than ten (10) percent to the ROW user or a declination of service quality. Section 36-48(4)(c)This shall not apply with respect to ROW Permits related to installing wireless facilities, including Small Wireless Facilities or Support Structures or Utility Poles for collocation of Small Wireless Facilities.

5. Any other violations or noncompliance caused by or through the ROW user of any applicable city, state, or federal law or regulation, except where such violation is prohibited by applicable law for being a basis for denial.

b. Revocation. The Director may, after reasonable notice and an opportunity to cure, revoke a ROW Permit without fee refund, but only in the event of a substantial breach of the terms and material conditions of the ROW Permit. A substantial breach by a ROW User includes but is not limited to:

1. A material violation of a provision of the ROW Permit;

2. An evasion or attempt to evade any material provision of the ROW Permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;

3. A material misrepresentation of fact in the ROW Permit application;

4. A failure to complete work by the date specified in the ROW Permit, unless a ROW Permit extension is obtained, or unless the failure to complete the work is due to
reasons beyond the ROW user’s control;

5. A failure to correct, within the time specified by the city, work that does not conform to applicable national safety codes, industry construction standards, or local safety codes, upon inspection and notification by the city of the faulty condition; or

6. Such other lawful reasons.

Secs. 36-49 to 36-66. Reserved.

ARTICLE V - EXCAVATIONS IN ROW

Sec. 36-67. Keeping ROW clean during operations.

It is the duty of any person carrying on any building operations, obstruction work, or excavations to keep the ROW and sidewalks where the operations are conducted in a clean and orderly condition during such operation. At the expiration of the time stipulated in the Excavation Permit, or whenever ordered by the Director of Public Works, the person to whom the Excavation Permit may be issued shall remove all materials and rubbish from the ROW and sidewalks operations and shall leave the same in a clean and orderly condition.

Sec. 36-68. Right of city to clean ROW on failure of ROW user to do so - recovery of costs from tax bill or bond.

The Public Works Director is authorized to clean the ROW or where the operations are being carried on, whenever the same may be found in an unclean or disorderly condition and he shall remove or repile any building materials or rubbish or obstructions which may be found outside the spaces authorized by the Excavation Permit to be occupied, or within ten feet of any fire plug. He shall cause a voucher for the payment of the costs of such cleaning or removal to be issued which shall be charged against the property as outlined in Section 36-8 or the ROW user’s performance bond.

Sec. 36-69. Restoration of ROW by city if ROW user fails to restore - recovery of costs.

a. Restoration. The ROW user shall restore the rights-of-way and surrounding areas and shall comply with other reasonable conditions of the Public Works Director. In the event that the rights-of-way is not restored to its original condition (including placement of sod to restore any grassy areas unless such requirement is waived by the Director in his/her sole discretion based on area disturbed and weather conditions), as determined by the inspection of the Public Works Director, within a period of thirty days from and after the date when such excavation shall have begun, then such ROW shall be restored to its original condition by the city and the costs and expenses to which the city may be put, on account of such or any violations of the conditions or regulations under which the same is done, shall be paid from the performance bond made with the city, including a twenty-five dollar inspection fee.

b. Violation. If any person fails to contact the Director for an inspection within a reasonable time, as determined by the Excavation Permit issued for the excavation, after completion of the work, to ensure that the rights-of-way or other public place has been restored to as good a condition as it was previous to such excavation being made, the excavation shall not be deemed complete and the ROW user shall be in violation of this chapter.
Sec. 36-70. Excavation standards and specification requirements.

a. *Specifications Generally.* Every person who shall make any excavation in or adjoining any ROW or public place, shall conform to the requirements of the ROW Permit and to conduct such work in accordance with standard plans and specifications on file in the office of the Director of Public Works. During any work, the person doing the work shall protect from damage any and all existing structures and property belonging to the city and any other person. Any and all rights-of-way, public property, or private property disturbed or damaged during the work shall be repaired or replaced by the person doing the work or the person on whose behalf the work is being done and such person shall immediately notify the owner of the fact of any damaged property. Such repair or replacement shall be completed within a reasonable time specified by the Director of Public Works and to his/her satisfaction.

b. *Excavation Specifications.* The person making an excavation shall abide by the following conditions:

1. The initial cut in a street pavement shall be equal to the width of the trench with the option of being jack hammerd or saw cut. The final cut in an asphaltic concrete street pavement shall be one (1) foot wider than the trench width and shall be made only by saw cutting of the pavement.

2. For cuts in concrete paved streets, concrete pavement replacement shall be full slab length (joint-to-joint) and full slab width (curb or gutter to street centerline) unless specifically authorized otherwise by the Director of Public Works.

3. Select backfill materials shall be required. "Select back-fill materials" shall mean those materials as established by the ROW Permit requirements and in accordance with the standard plans and specifications on file in the office of the Director of Public Works. All trenches shall be filled in their entirety with such select back-fill materials. All excess earth or dirt removed in the process of such excavation shall be removed from right-of-way by such person or his agent holding permit for such excavation.

4. Compaction shall meet or exceed the most current version of the standards and conditions of the city and the ASTM International (American Society for Testing and Materials). If inspections were not requested or a valid Excavation Permit obtained, the city may require compaction testing by a registered professional engineer licensed in the State of Missouri at the ROW user’s expense.

c. *Erosion Control.* Before new excavation or construction is commenced and until sodding, planting, concreting, paving, or other final surfacing is in place, which will avoid washing or spreading of dirt and mud onto other property, sidewalks, curbs, gutters, streets, and the rights-of-way, the ROW user shall erect and maintain approved temporary erosion control measures to prevent such washing or spreading of materials. At the end of each day and as required throughout the day during the course of excavating or construction, dirt and mud on the sidewalks, curbs, gutters, streets, and the rights-of-way resulting from work must be removed.

d. *Alteration of Public Structures.* Any alteration to the existing water mains, sewerage or drainage system, or to any city, state, or other public structures or facilities in the rights-of-
way required on account of the construction, installation, repair, or maintenance of facilities in the rights-of-way shall be made at the sole cost and expense of the owner of such facilities.

c. **Barricades.** The ROW user assumes the sole responsibility for maintaining proper barricades, plates, safety fencing, and/or lights as required from the time of opening of the ROW until the excavation is surfaced and opened for travel. All excavations and obstruction work that disturb traffic or pedestrian travel shall be barricaded in such a manner as to protect both pedestrians and vehicular traffic. Such excavations, obstruction work, and barricades shall be lighted at night with danger signals in such a manner that all traffic may be warned of the existence and location of such.

d. **Traffic Control.** Whenever there is an excavation or obstruction work by the ROW user, the ROW User shall be responsible for providing adequate traffic control to the surrounding area as determined by the Director. All traffic control devices shall be in compliance with the current version of the standard specifications and the Manual of Traffic Control Devices (MUTCD), unless otherwise agreed to by the city. All surplus excavation materials, tools, or supplies at the site of the excavation or obstruction work shall be barricaded and lighted at night in the manner described in this section. In the event the excavation or obstruction work is not completed in a reasonable period of time, the ROW user may be liable for actual damages to the city for delay caused by the ROW user pursuant to this Articles III-V.

### Sec. 36-71. Closing ROW temporarily for repair work.

The Public Works Director is authorized to close any ROW, public place, or highway and withdraw the same from public use temporarily and during such period as work on such ROW, public place, or highway shall make such action necessary. No person shall use or attempt to use such ROW, public place, or highway withdrawn from public use, or drive or attempt to drive any vehicle on such ROW, highway, or public place.

### Sec. 36-72. Manner of performing work - generally.

In excavating in any ROW, all material for paving or macadamizing must be removed with the least possible injury or loss of the same, and together with the excavated materials from the trenches must be placed where they will cause the least possible inconvenience to the public. The width of the excavation shall be no greater than is necessary for doing the work and whenever it shall be deemed necessary by the Public Works Director, sheeting and bracing shall be used to keep the sides of the trenches perpendicular and prevent unnecessary caving. The ROW must be opened in the manner which will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutters, and every precaution must be taken to protect the trench so as to insure the public safety.

### Sec. 36-73. Length of excavation limited - exception.

No excavation shall be made in any ROW or highway more than two blocks in length at any one time except by special permit from the Public Works Director.

### Sec. 36-74. Temporary driveways.

In all cases where excavations are made entirely across the ROW or public highway, a substantial
driveway shall be maintained by the party making the excavation across such ROW or highway, until such excavation is refilled, and at all times be subject to the approval of the Public Works Director.

Sec. 36.75. Duty to protect public, etc.

No person shall make an excavation in any ROW, highway, or thoroughfare without protecting such excavation so as to prevent persons, animals, or vehicles from falling into such excavation.

Sec. 36.76. Hours of work.

It shall be unlawful for any person to perform excavation work within the city at any time other than from 7:00 A.M. to 9:00 P.M. Monday through Friday without prior approval from the city, except in the case of an emergency. No work shall be performed during city holidays, except in the case of an emergency.

Sec. 36.77. Guarantee of work.

Every ROW user in restoring the rights-of-way shall guarantee its work and shall maintain it for forty-eight (48) months following its completion and in accordance with § 67.1834 RSMo. During the forty-eight (48) months, the ROW user shall, upon notification from the Director of Public Works, correct all restoration work to the extent necessary, using any method as required by the Director of Public Works. Said work shall be completed within a reasonable time, not to exceed thirty (30) calendar days, of the receipt of notice from the Director (not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unreasonable). In the event that the ROW user is required to perform new restoration pursuant to the foregoing guarantee, the Director of Public Works shall have the authority to extend the guarantee period for such new restoration for up to an additional forty-eight (48) months, or other greater period allowed by law, from the date of the new restoration requirements. The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

Sec. 36.78. Jurisdiction, inspection, stop work orders, appeals, and penalties.

a. Inspections. All work and facilities shall be subject to inspection by the city and the supervision of all federal, state, and local authorities having jurisdiction in such matters to ensure compliance with all applicable laws, ordinances, departmental rules, and regulations, and the ROW Permit.

b. Stop Work Orders. The Director of Public Works shall have full access to all portions of the work and may issue stop work orders and corrective orders to prevent unauthorized work or substandard work as established herein. Except in cases of an emergency or with approval of the Director of Public Works, no work may be done in violation of a stop work order issued by the Director of Public Works.

c. Repairs when Defective. All violations of the standards and requirements herein shall be corrected within the time specified in the issuance of a written notice to correct. Action to correct violations which require immediate action shall be taken upon notification to the person by the city. Every person failing to comply with the oral or written notice shall be deemed in violation of this chapter. If the action is not taken within the time period
specified by notice and in addition to any other remedy, the Director of Public Works may have the violation, including but not limited to, the existence of mud or debris on the rights-of-way, immediately remedied and the city's costs shall be reimbursed by the ROW user through the surety or otherwise. Nothing in this subsection shall prevent prosecution of violation of this chapter in the absence or in addition to the issuance of notice of violation.

d. Appeals. Unless otherwise provided herein or by any other governing ordinance or law, any person aggrieved by a decision, fee, or requirement established or made pursuant to Articles III-VI shall, prior to seeking any judicial or statutory relief, if any, file a written appeal of any such decision, fee, or requirement with the city council within fifteen (15) days of such decision or imposition of such fee or requirement specifying this provision and including specific details of the alleged claim or grievance, and an evidentiary hearing shall be held on such appeal by the city council or its designee to render a final decision. Nothing herein shall deny or preclude any additional applicable appeal remedy that may be granted and required by federal or state law after such decision.

c. Enforcement; Attorneys' Fees. The city shall be entitled to enforce any provision of this code through all remedies lawfully available, and any person determined to have violated the terms of Articles III-VI shall further be liable to pay the city's costs and attorneys' fees in enforcing such provisions. Additionally, any user of city services, rights-of-way, or other city facilities or property, shall, as a condition of such use or continued use, to the full extent permissible by law, be liable to pay the city's costs and attorneys' fees incurred in enforcing any lawful requirement applicable to such use, whether arising in contract, statute, ordinance, or other enforceable duty as to such use.

f. Penalties. In addition to any other penalties and remedies for violations that may exist in law or equity, any person that violates any provision of Articles III-VI shall be subject to such penalties as set forth in Section 1-7 of the city code per day for each and every day the violation exists or continues.

Sec. 36.79. Reservation of Rights.

In addition to any rights specifically reserved to the city by this chapter, the city reserves unto itself every right and power which is required to be reserved by a provision of any ordinance under any registration, ROW Permit, or other authorization granted under this chapter, and as may be authorized by Chapter 67 RSMo. and other authority applicable to regulation of the use of the rights-of-way. Notwithstanding anything to the contrary set forth herein, the provisions of this chapter shall not infringe upon the rights of any person pursuant to any applicable state or federal statutes, including, but not limited to any right that may exist to occupy the rights-of-way.

Secs. 36-80 to 36-90. Reserved.

ARTICLE VI - TREES

Sec. 36-91. Purpose.

It is the purpose of this Article to promote and protect the public health, safety, and general welfare by providing for the regulation of planting, maintenance, and removal of trees and other woody vegetation located on all property owned or maintained by the city. (Ord. 4004, §1)
Sec. 36-92. Duties and responsibilities.

a. Responsibility. Responsibility for management of trees on property owned or maintained by the city shall be vested with the Public Works Department, Rolla Municipal Utilities, and the parks and recreation department as set forth in this Article and other sections of this Code.

b. Trimming Trees. Upon ten (10) days' written notice and with the supervision of the Public Works Director or as otherwise provided by law or agreement, the city may permit a ROW user to trim trees that overhang the rights-of-way of the city so as to prevent the branches of such trees from coming in contact with facilities in the ROW, at its own expense, subject to the supervision and direction of the Public Works Director. Nothing in this section shall authorize the trimming of trees on private property without permission of the property owner. All cut materials shall be properly disposed. Unless otherwise approved in writing by the Public Works Director, a ROW user shall not remove, cut, or damage any trees or their roots in the rights-of-way. In reviewing any ROW Permit application, the City may require the applicant to directionally bore around or otherwise avoid disturbance to any tree or landscaping in the rights-of-way.

Sec. 36-93. Interference with city employees.

It shall be unlawful for any person to prevent, delay, or interfere with any employee or agent of the city while such employee or agent is engaged in the planting, cultivating, pruning, spraying, or removal of any tree or other woody vegetation as authorized in this Article.
ITEM NO. A.1.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project #448 – STP-5200(919)
ADA Accessibility Improvements (6th & Holloway)

BUDGET APPROPRIATION (IF APPLICABLE): $378,000.00 DATE: 12/17/2018

COMMENTARY:

City staff asked for and received bids for Project #448-STP ADA Accessibility Improvements (6th and Holloway). This project will provide for new ADA compliant curb ramps and sidewalks on Holloway from Salem Avenue to 18th Street and on 6th Street from the railroad tracks to Bishop Avenue. Federal Funding in the amount of $251,270.00 will be provided with the remaining funded from the street fund.

Donald Maggi, Inc. $446,994.35
Rolla, MO

Cahills Construction, LLC $505,879.00
Rolla, MO

B&P Patterson, LLC $519,542.20
Linn, MO

Bloomsdale Excavating Co., Inc. $634,289.60
Bloomsdale, MO

Lehman Construction, LLC $851,343.00
California, MO

Twehous Excavating Co., Inc $898,919.00
Jefferson City, MO

City staff recommends awarding the bid to the low bidder, Donald Maggi, Inc. in the amount of $446,994.35. This bid award is subject to MoDOT approval.

Staff requests a first reading of an ordinance authorizing the Mayor to enter into a contract with Donald Maggi, Inc. for $446,994.35.
# 6th & Holloway ADA Accessibility Improvements

## Rolla Project 448

### Federal Aid Project No. TAP 5200 (919)

**DEPARTMENT OF PUBLIC WORKS**

**901 North Elm**

**P.O. Box 979**

**Rolla, MO 65402**

**www.rollacity.org**

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**Total Bid (Items Thru 7)**

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**Bloomsdale Excavating Co., Inc.**

**12211 State Route Y**

**Bloomsdale, MO 63627**

**Phone:** 573-483-2564  **Fax:** 573-483-9474
e-mail: btpelex.com

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**Total Bid (Items Thru 7)**

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**Lehman Construction, L.L.C.**

**900 Russellville Rd.**

**California, MO 65018**

**Phone:** 573-979-8293  **Fax:** 573-979-8293
e-mail: quotes@lehmanconstructionll.com

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<td>2.</td>
<td>4&quot; Thick Concrete Sidewalk</td>
<td>32,808 SF</td>
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<td>3.</td>
<td>2' Wide Curb &amp; Gutter</td>
<td>5,357 LF</td>
<td>$ 30.00</td>
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<td>4.</td>
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**Twehous Excavating Company, Inc.**

**8514 Liberty Road**

**Jefferson City, MO 65101**

**Phone:** 573-395-4280  **Fax:** 573-395-2035

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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 AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI, INC., FOR STP 5200(919), PROJECT #448 – ADA Accessibility Improvements (6th & Holloway).

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

   Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Donald Maggi, Inc., for STP 5200(91), Project #448 – ADA Accessibility Improvements (6th & Holloway), a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

APPROVED AS TO FORM:

________________________
CITY COUNSELOR

\[\text{\includegraphics{A.3}}\]
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this Day of __________________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and ____________________________ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of “ADA ACCESSIBILITY IMPROVEMENTS (6TH & HOLLOWAY), PROJECT 448, FEDERAL AID PROJECT TAP 5200 (919)”, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of “ADA ACCESSIBILITY IMPROVEMENTS (6TH & HOLLOWAY), ROLLA PROJECT 448, FEDERAL AID PROJECT TAP 5200 (919)”.

Y.A.4.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $446,994.50 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. The Contractor must have the project completed by May 31, 2019.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of seven hundred dollars ($700.00) per calendar day that the Contractor shall be in default.

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

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

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________
TITLE __________________________

STATE OF MISSOURI )
SS )
County of Phelps )

On this ______ day of ___________ before me appeared ____________________________,

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

My commission expires: ____________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

On this ______ day of ___________ before me appeared ____________________________,

to me personally known, who, being by me duly sworn, did say that (s)he is the ________________

of ____________________________, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said ____________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: ____________________________

Notary Public

\[V. A.7.\]