

**CITY OF ASHLAND
815 E. BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, NOVEMBER 18, 2014
7:00 P.M.**

Call to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 11-18-2014 agenda: **Action:** _____
2. Consideration of the meeting minutes from 11-04-2014: **Action:** _____

APPEARANCES

3. Anyone wishing to appear before the Board

APPOINTMENTS

4. None

COUNCIL BILLS

5. Council Bill No. 2014-042, an ordinance to amend the code of the City of Ashland by adding a new article which shall be designated as article VIII of Chapter 28 of the Code pertaining to dangerous structures; and directing the City Clerk to notify the Director of insurance of the passage of this ordinance. First Reading by title only. **Action:** _____
6. Council Bill No. 2014-043, an ordinance to amend Chapter 7 of the Code of the City of Ashland as it pertains to purchasing policy. First Reading by title only. **Action:** _____
7. Council Bill No. 2014-044, an ordinance to amend Chapter 19 of the code of the City of Ashland by adding a new section 19.935 on synthetic cannabinoids. First Reading by title only. **Action:** _____
8. Council Bill No. 2014-045, an ordinance authorizing the Mayor to enter into an agreement with the Southern Boone County Fire Protection District for City use of the meeting room in the district's training facility. First Reading by title only. **Action:** _____

9. Council Bill No. 2014-046, an ordinance authorizing the Mayor to enter into an agreement with Taser International for the purchase of four body cameras. First Reading by title only.
Action: _____

ORDINANCES

10. Ordinance No. 1004, an ordinance to amend Chapter 19 of the Code of the City of Ashland by adding a new section 19.326 on panhandling. **Action:** _____

11. Ordinance No. 1005, an ordinance to amend Chapter 19 of the Code of the City of Ashland by adding a new section 19.220 on impeding the use of streets, sidewalks or alleys.
Action: _____

12. Ordinance No. 1006, an ordinance to amend Chapter 12, Article VI, Stormwater Management Regulations. **Action:** _____

13. Ordinance No. 1007, an ordinance authorizing the Mayor to enter into an agreement with Taser International for the purchase of four body cameras. **Action:** _____

RESOLUTIONS

14. A resolution authorizing the Mayor to execute a notice of award to Drill Tech, Incorporated.
Action _____

OTHER

15. None

REPORTS

- 16. Travis Davidson, monthly report
- 17. Mayor's Report
- 18. Board of Aldermen's Report
- 19. City Administrator's Report
- 20. City Attorney's Report
- 21. Vote to adjourn the meeting

The City of Ashland wants to make certain our meeting is accessible to all citizens. If you require any accommodations (signing, interpreter, translator, etc.) that we do not normally have at our meetings, please let Darla Sapp, City Clerk know of your needs. (if possible 48 hours in advance of the meeting.)

TUESDAY, NOVEMBER 04, 2014
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on November 04, 2014 at 815 East Broadway.

Alderman Anderson gave the invocation.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll:

Ward One: George Campbell-here, George Elliott-absent

Ward Two: Jeff Anderson-here, James Fasciotti-here

Ward Three: Anthony Taggart-here, Fred Klippel-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief, Jessi Kendall, Treasurer/Deputy City Clerk, Josh Hawkins, City Administrator and Colby Branch, Wastewater Operator.

Mayor Rhorer presented the agenda for November 04, 2014 for consideration. Alderman Taggart made motion and seconded by Alderman Fasciotti to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes for October 21, 2014 for consideration. Alderman Campbell made motion and seconded by Alderman Klippel to approve the minutes as presented. The City Clerk reported an amendment on the last page, last paragraph. Mayor Rhorer called for the vote should be amended to Mayor Pro-tem Taggart called for the vote. Also at the bottom of the page it has Gene Rhorer, Mayor and it should be Anthony Taggart, Mayor Pro-tem. Alderman Anderson asked that the statement "Mayor Pro-tem Taggart called for the vote, be amended to "Mayor Pro-tem Taggart called for the vote to pay the bills." Alderman Fasciotti asked that a statement he made on the K-2 be corrected to read. "He stated this is sold over the counter and is legal." "He stated this is sold over the counter and is illegal." Alderman Campbell and Alderman Klippel were in agreement with these changes. Mayor Rhorer called for the vote. Motion carried.

Alderman Elliott joined the meeting at 7:08 p.m.

Mayor Rhorer asked if anyone wished to appear before the Board.

Cecil Payne, resident of Lakeview Estates, Ward Two stated he was checking on updates on Perry Ave. frontage road. He stated that MoDot has corrected the placement of the exit sign for off ramp but it has not helped people turning off there. He discussed several accidents that has happened. He asked the Board of Aldermen to continue to work with MoDot to get something

done about an outer road from Perry Ave. to Route Y. Mr. Payne expressed concern of emergency response time. Mr. Payne reported this is an extension of an existing road. Mayor Rhorer reported the City can't build a road on private land. The Board discussed the development of C.L. Richardson property at Route Y and Hwy 63. They discussed the third lane between Liberty Lane and the 63 off ramp being safer than what is currently there.

Mayor Rhorer presented Nikki Courtney to serve on the Planning and Zoning Commission. Alderman Campbell suggested that Nikki Courtney serve on the Planning and Zoning Commission to bring a fresh and educated point of view to the Board. Alderman Anderson made motion and seconded by Alderman Klippel to appoint Nikki Courtney to the Planning and Zoning Commission. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer presented Dan Elliott as park board liaison. Alderman Anderson made motion and seconded by Alderman Klippel. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-abstained, Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2014-038 for consideration. Alderman Taggart made motion and seconded by Alderman Campbell to take up Council Bill No. 2014-038, an ordinance to amend Chapter 19 of the Code of the City of Ashland by adding a new section 19.326 on panhandling. First Reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford, Police Chief discussed the reason for this proposed ordinance was due to complaints of an individual soliciting for money at different functions and flagging down people on the roadway at all hours. Alderman Fasciotti questioned how this would affect solicitation from door to door children selling door to door to fund raisers. Fred Boeckmann, City Attorney reported it is the first amendment right. Fred Boeckmann reported this is not making it illegal to panhandle but the manner in which you approach people. The Board reviewed the second page to the ordinance since it was left out of the packet. The Board discussed this proposed ordinance and how the enforcement would be handled. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2014-039 for consideration. Alderman Campbell made motion and seconded by Alderman Elliott to take up Council Bill No. 2014-039, an ordinance to amend Chapter 19 of the Code of the City of Ashland by adding a new section 19.220 on impeding the use of streets, sidewalks or alleys. First Reading by title only. Mayor Rhorer called for questions or comments. Chief Woolford explained the ordinance was proposed due to complaints of basketball goals being placed on the curb facing the street and children playing basketball in the streets, creating a safety hazard in Season's Ridge Subdivision. The

Board discussed this and felt that the ordinance needed to be toned down. Alderman Campbell and Alderman Elliott agreed to amend the motion to delete subsection (1) By coasting, roller skating, ice skating, skateboarding, flying kites, playing baseball, football, soccer or any other game or sport on or in any street, sidewalk, alley or public way; or and changing subsection (2) to (1). Mayor Rhorer called for the vote with the amendment. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2014-040 for consideration. Alderman Elliott made motion and seconded by Alderman Fasciotti to take up Council Bill No. 2014-040, an ordinance to amend Chapter 12, Appendix A-1 and Appendix B-1 to increase the required width of sidewalks to five feet. First Reading by title only. Mayor Rhorer called for questions or comments. Alderman Taggart questioned the purpose of this amendment to the code. It was reported it was due to the livable street discussion. The Board discussed the additional cost to the developer and the sidewalks not matching up. Keith Winscott of Winscott Construction reported this would cost the developer more money and expressed concern of the plats that have been accepted and are in the process of being accepted. The Board discussed having different sizes of sidewalk on arterial, residential, collector, and commercial streets. Alderman Fasciotti and Alderman Elliott expressed concern that four feet does not allow enough room for two people walk comfortably on. Josh Hawkins, City Administrator reported it would look good to pass this ordinance for federal grant applications. Fred Boeckmann, City Attorney reported the way the ordinance is written it would be in full effect from and after its passage on all sidewalks constructed after passage and approval. The Board debated this ordinance at great length. Alderman Elliott made motion to change his motion to postpone this ordinance and Alderman Fasciotti seconded the motion. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Anderson-aye, Alderman Klippel-aye. Motion carried.

Alderman Fasciotti made motion and seconded by Alderman Elliott to take a five minute recess. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer called the meeting back to order at 8:36 p.m.

Mayor Rhorer presented Council Bill No. 2014-041 for consideration. Alderman Klippel made motion and seconded by Alderman Taggart to take up Council Bill No. 2014-041, an ordinance to amend Chapter 12, Article VI, Stormwater Management Regulations. First Reading by title only. Mayor Rhorer called for questions or comments. Alderman Taggart asked what changed from current ordinances. Josh Hawkins, City Administrator reported changes to a 100 year flow path. They discussed what effects this would have on developers and homeowners changing their culvert pipes under their driveway. Josh Hawkins, City Administrator reported he would

get a statement from our engineering firm on what a current formula is and other information explaining this.

Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye. Mayor Rhorer voted-aye and broke the tie. Motion carried.

Mayor Rhorer presented Ordinance No. 1002 for consideration. Josh Hawkins reported there is one change to the six month budget revision due to unforeseen circumstances with Lake View Lift Station. He explained the issue and that account code 45-40-5355 lift station maintenance and improvements needed changed from \$13,000 to \$25,000. Alderman Taggart reported they would be having discussion on reducing the personal property tax rate and how the water and sewer bills are formulated and the effects it might have on our budget. The Board also discussed the health insurance cost for employees. Alderman Anderson asked for a report of what kind of raises the employees have had in the last 5 or 10 years. He stated we should look at cost sharing these expenses with the employees. They discussed changing the deductible. Alderman Campbell made motion and seconded by Alderman Klippel to take up Ordinance No. 1002 an ordinance to approve the six month budget revision for fiscal year 2014-2015 with the amendment of 45-40-5355 lift station maintenance and improvements from \$13,000 to \$25,000. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1003 for consideration. Alderman Campbell made motion and seconded by Alderman Elliott to take up Ordinance No. 1003, an ordinance approving the final plat for South Wind, Plat 1. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer reported the next item on the agenda was discussion of dangerous building proposed ordinance. Alderman Anderson reported they reviewed several cities ordinance on this and found they liked Boonville's ordinance with the exception of the penalty section which they used from the proposed unsafe structure ordinance from our City Attorney. The Board discussed the proposed ordinance. Fred Boeckmann reported the hearing would be like a mini court before the Board of Aldermen and a court reporter would be necessary. He reported the city currently has no one to inspect this but there was discussion of having to hire an certified building inspector or engineer. The Board was in agreement to moving forward of this proposed ordinance.

Mayor Rhorer opened up the discussion of conditional use permits. He reported Paul Beuselinck has suggested that we amend the City Ordinance governing conditional 9.360 use to add periodically investigating the compliance of conditional use permits. The Board discussed conditional use permits and if they follow the property owner, have expiration dates or if they are in compliance. It was reported that in 2009 a conditional use permit was granted for a home daycare and had not been used but the property owner is looking at doing this in her home since it did not have a expiration time period on it. Mayor Rhorer proposed some control over the conditional use permits. The Board stated that when issuing conditional use permits the Board needs to be more mindful on establishing conditions to the permits and not leave open ended. They discussed how a conditional use permit could be taken away. Fred Boeckmann, City Attorney reported it would require a public hearing and have good reason. The Board discussed going forward we use more due diligence.

Police Chief's Report:

Chief Woolford, Police Chief, presented his monthly report on calls for service. He updated the Board on calls of theft from vehicles. He stated he would like to promote not leaving cameras, computers, credit cards in unlocked cars. He gave an overview of a call of a disturbance that end in a suicide and another incident of stolen vehicle. He reported the importance of having the cameras to protect our citizens and officers. Mayor Rhorer reported the Board has agreed to the purchase of the cameras in car and body cameras. He reported they have been testing the cameras to see which one they want to go with. Chief Woolford stated they are hoping the car video will be approved under the grant. He reported the body cameras have a five year plan with a cost of \$8,000.00 with the purchase, licensing, and data storage. Chief Woolford stated that a member of our community donated \$400.00 for one of the body cameras. The Board discussed this purchase needing to be on the agenda as an action item. Chief Woolford reported the Halloween event was in the chamber room and had positive feedback. Chief Woolford reported they are working on the policy manual.

Alderman Fasciotti made motion and seconded by Alderman Elliott to take a break. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer called the meeting back to order at 10:11 p.m.

Mayor's Report:

Mayor Rhorer reported it looked like there was a change in the format of the agenda. He stated the round-a-bout drainage issue and several other issues will be discussed when they do the walk through with MoDot on the overpass project. He stated the mobile home on College is being moved.

Board of Alderperson's Report:

Alderman Klippel suggested the park board look at basketball goals and a slab of concrete in the park. He expressed concern of skateboarder on S. Main Street. It was reported there is a basketball goal on the school property by the park.

Alderman Anderson reported he would not be in attendance at the next meeting. He asked that the City continue to converse with MoDot on Henry Clay and Broadway intersection improvements and cost sharing. He suggested also continuing discussion with the House and Senate about extending Perry Ave.

Mayor Rhorer reported they are communicating with the state representatives on Henry Clay and Broadway.

Alderman Elliott presented a video report on a detention pond in Monroe City.

Alderman Fasciotti reported a code violation on Eagle Pointe of junk and vehicle on vacant lot.

Alderman Fasciotti reported he will be proposing an ordinance on synthetic cannabis.

Alderman Taggart discussed the City resurfacing roads not to the same restrictions we are making our contractors. As well as maintaining our detention basin of weeds. He stated we could lead by good example.

Alderman Taggart discussed the Angel Lane street reconstruction and the possibility of using this in other areas of the city.

Alderman Taggart advocated holding building permits or future development plats from developers who have issues with their subdivisions. Alderman Fasciotti stated we need hold the contractors and developers accountable for the infrastructure.

Alderman Taggart stated we discussed widening sidewalks and drains and the city required to do the upkeep and repair on these and it will cost extra money.

Alderman Elliott asked to be excused for a family emergency at 10:43 p.m.

City Administrator's Report:

Josh Hawkins discussed working with MoDot on a mini round-a-bout at Henry Clay and Broadway as well as the outer road. He updated the Board on items for the Planning and Zoning Commission for consideration is changes to Chapter 9 and 11 and the McDonald's site plan. He stated we need to schedule a joint planning session and hopefully have this scheduled by the next meeting. Mr. Hawkins stated the fire district revised the contract for use of the fire district training facility to only regular scheduled Board of Aldermen meetings.

Josh Hawkins reported they are meeting with our IT company about going to the cloud for data storage. He stated they are moving forward reviewing the Boone County Mitigation Plan. He stated the grant application is due November 14 for the sidewalk grant on Ash Street. Mr. Hawkins suggested amending the procurement code since it is outdated. The Board discussed this.

Josh Hawkins, City Administrator suggested holiday's for Christmas Eve at noon, all day Christmas Day and the day after Christmas since it is on a Friday. Mayor Rhorer called for a voice vote on this. The Board was in agreement to these days off with pay.

Alderman Anderson questioned the letter to Steve's and Associates, Apac and MoDot on our disappointment of quality of work on the overpass. Alderman Campbell stated it was dead in the water.

City Attorney's Report:

Fred Boeckmann had no report.

Alderman Klippel made motion and seconded by Alderman Anderson to adjourn the meeting. Mayor Rhorer called for the vote. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

GL ACCT #	VENDOR NAME	REFERENCE	TOTAL	VENDOR CHECK#	CHECK DATE

ACCOUNTS PAYABLE CLAIMS					

10-02-2001	United States Treasure	FED/FICA TAX	1,282.28	9126654	10/31/14
10-02-2001	United States Treasure	FED/FICA TAX	1,360.15	9126658	11/14/14
10-02-2002	United States Treasure	FED/FICA TAX	2,240.96	9126654	10/31/14
10-02-2002	United States Treasure	FED/FICA TAX	2,233.26	7,116.65	9126658 11/14/14
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES		1,467.00	25020 10/31/14
10-02-2010	Missouri Local Government	Lagers - Reg.		3,349.41	25021 10/31/14
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	118.38		25022 10/31/14
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	117.18	235.56	25074 11/14/14
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		74.20	3606 11/13/14
10-02-2014	NATHAN PATTERSON	HSA	95.08		9126656 10/31/14
10-02-2014	NATHAN PATTERSON	HSA	95.08	190.16	9126660 11/14/14
10-10-5210	FRED BOECKMANN	CITY ATTORNEY OCTOBER 2014		2,250.00	3615 11/13/14
10-10-5305	CHARTER COMMUNICATIONS	CITY HALL INTERENET		38.33	3611 11/13/14
10-10-5305	The Alphabet Shop	NAME PLATES		57.50	3622 11/13/14
10-10-5360	AT & T	TELEPHONES		70.28	3607 11/13/14
10-10-5360	CENTURYLINK	TELEPHONES		47.75	3610 11/13/14
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL		8.33	3608 11/13/14
10-10-5380	CULLIGAN WATER	BOTTLED WATER		12.16	3613 11/13/14
10-10-5638	BOONE COUNTY JOURNAL	ADVERTISING		39.75	3609 11/13/14
10-10-5638	MISSOURI MUNICIPAL LEAGUE	ADVERTISING		45.00	3619 11/13/14
10-10-5670	STAPLES CREDIT PLAN	GLUE STICKS,BATTERIES,OFFICE		29.74	3621 11/13/14
10-10-5835	PERSONALIZED COMPUTERS	PC EMAIL		17.16	3620 11/13/14
10-11-5130	BO. CO. PLANNING & BUILDING	BUILDING PERMITS OCTOBER 2014		2,625.87	3596 11/07/14
10-15-5110	CHIEF SUPPLY/LAW ENFORCEMENT	O.C.CANNOISTERS, DUTY BELTS		52.49	3612 11/13/14
10-15-5110	LCD UNIFORMS	WINTER UNIFORMS		458.97	3617 11/13/14
10-15-5115	UNIVERSITY OF MISSOURI	ALZHEIMERS-FIRST RESPONDERS		10.00	3624 11/13/14
10-15-5125	LCD UNIFORMS	WINTER UNIFORMS		99.99	3617 11/13/14
10-15-5240	TOW-PRO	TOWING STOLEN VEHICLE		246.00	3623 11/13/14
10-15-5240	Warrenton Oil Company	BATTERIES		6.29	3625 11/13/14
10-15-5300	A TO Z FACILITY SOLUTIONS	WORK STATION PANELS-OFFICE		895.00	3604 11/13/14
10-15-5305	CHARTER COMMUNICATIONS	CITY HALL INTERENET		38.33	3611 11/13/14
10-15-5360	AT & T	TELEPHONES		70.28	3607 11/13/14
10-15-5360	CENTURYLINK	TELEPHONE		143.14	3610 11/13/14
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL		8.33	3608 11/13/14
10-15-5380	CULLIGAN WATER	BOTTLED WATER		12.16	3613 11/13/14
10-15-5380	DATA RETENTION SERVICES	MONTHLY RECORDS STORAGE		15.90	3614 11/13/14
10-15-5420	RANDY'S AUTO REPAIR	HEADLIGHT REPLACED #604		19.99	3603 11/07/14
10-15-5425	Warrenton Oil Company	2014 OCTOBER FUEL		1,210.32	3625 11/13/14
10-15-5670	STAPLES CREDIT PLAN	GLUE STICKS,BATTERIES,OFFICE		29.75	3621 11/13/14
10-15-5835	PERSONALIZED COMPUTERS	PC EMAIL		22.44	3620 11/13/14
10-18-5425	MFA Oil Company	OCTOBER 2014 FUEL		85.17	3618 11/13/14
15-16-5448	JEFFREY R. KAYS	MONTHLY FEE PROSECUTOR CITY		833.33	3616 11/13/14
15-16-5450	MO. DEPARTMENT OF REVENUE	AUTOMATED FUND OCTOBER 2014		28.00	3600 11/07/14
15-16-5452	MO. DEPT. OF REVENUE	STATE CLERKS FEE OCTOBER 2014		48.00	3602 11/07/14
15-16-5454	NICOLE GALLOWAY	COUNTY CLERK OCTOBER 2014		12.00	3598 11/07/14
15-16-5456	MO. DEPARTMENT OF REVENUE	C.V.C. OCTOBER 2014		28.52	3601 11/07/14
15-16-5458	BUDGET DIRECTOR	L.E.T. OCOTOBER 2014		4.00	3597 11/07/14
15-16-5462	MO. SHERIFF'S RETIREMENT SYSTE	SHERIFFS RETIREMENT OCTOBER 14		12.00	3599 11/07/14
20-02-2001	United States Treasure	FED/FICA TAX	64.08		9126654 10/31/14
20-02-2001	United States Treasure	FED/FICA TAX	64.08		9126658 11/14/14
20-02-2002	United States Treasure	FED/FICA TAX	217.50		9126654 10/31/14

GL ACCT #	VENDOR NAME	REFERENCE		VENDOR TOTAL	CHECK#	CHECK DATE
20-02-2002	United States Treasure	FED/FICA TAX	217.50	563.16	9126658	11/14/14
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES		96.00	25020	10/31/14
20-02-2010	Missouri Local Government	Lagers - Reg.		422.19	25021	10/31/14
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		10.60	3606	11/13/14
20-20-5305	AMERENMO	UTILITIES		3,667.54	3605	11/13/14
20-20-5360	CENTURYLINK	TELEPHONES		62.59	3610	11/13/14
20-20-5425	MFA Oil Company	OCTOBER 2014 FUEL		484.65	3618	11/13/14
45-00-1000	ANGELA FRENCH	OVERPAYMENT 10034004		4.22	25048	11/07/14
45-00-1000	ANN BACON	OVERPAYMENT 20134002		33.07	25049	11/07/14
45-00-1000	ANTHONY PHILLIPS	OVERPAYMENT 20263001		.17	25050	11/07/14
45-00-1000	BRANDI BROOKS	OVERPAYMENT 10384007		8.66	25051	11/07/14
45-00-1000	BRIAN FORCK	OVERPAYMENT 40068002		4.11	25052	11/07/14
45-00-1000	CHRISTOPHER CAULEY	OVERPAYMENT 40063010		12.10	25054	11/07/14
45-00-1000	ELIZABETH DINAN	OVERPAYMENT 40300001		38.09	25055	11/07/14
45-00-1000	FAITH CALVIN	OVERPAYMENT 30287005		1.15	25056	11/07/14
45-00-1000	JAMIE METCULF &	OVERPAYMENT 10205001		7.94	25057	11/07/14
45-00-1000	JENIFER HOEFELMAN	OVERPAYMENT 20405009		25.00	25058	11/07/14
45-00-1000	JERRY HALL	OVERPAYMENT 10055001		6.04	25059	11/07/14
45-00-1000	JESSI COCKRUM	OVERPAYMENT 30338006		.39	25060	11/07/14
45-00-1000	KEITH WINSOTT	OVERPAYMENT 40390001		34.34	25061	11/07/14
45-00-1000	KODY KILE	OVERPAYMENT 40054003		46.23	25062	11/07/14
45-00-1000	LOIS RINEY	OVERPAYMENT 10465001		37.21	25063	11/07/14
45-00-1000	MARGIE WHITE	OVERPAYMENT 40033008		11.17	25064	11/07/14
45-00-1000	MARTIN SCHELL	OVERPAYMENT 10097006		11.89	25065	11/07/14
45-00-1000	PAUL GARRETT	OVERPAYMENT 40280001		123.75	25067	11/07/14
45-00-1000	ROBERT SIMPSON	OVERPAYMENT 10307001		83.52	25068	11/07/14
45-00-1000	RUSSELL KITCHEN	OVERPAYMENT 10388002		.48	25069	11/07/14
45-00-1000	SETH & MELISSA RENFRO	OVERPAYMENT 10318002		.25	25070	11/07/14
45-00-1000	SNEED BUILDING	OVERPAYMENT 20059001		20.57	25071	11/07/14
45-02-2001	United States Treasure	FED/FICA TAX	891.02		9126654	10/31/14
45-02-2001	United States Treasure	FED/FICA TAX	887.30		9126658	11/14/14
45-02-2002	United States Treasure	FED/FICA TAX	1,413.00		9126654	10/31/14
45-02-2002	United States Treasure	FED/FICA TAX	1,409.22	4,600.54	9126658	11/14/14
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES		885.00	25020	10/31/14
45-02-2010	Missouri Local Government	Lagers - Reg.		2,436.13	25021	10/31/14
45-02-2012	AFLAC	HEALTH INSURANCE		168.44	25075	11/13/14
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		95.40	25076	11/13/14
45-02-2014	COLBY BRANCH	HSA	95.08		9126655	10/31/14
45-02-2014	COLBY BRANCH	HSA	95.08	190.16	9126659	11/14/14
45-30-5225	Mo. Dept. of Natural Resources	PRIMACY FEE		394.96	25066	11/07/14
45-30-5425	BEE LINE SNACK SHOP	OCTOBER 2014 FUEL		650.66	25079	11/13/14
45-30-5600	MISSOURI ONE CALL SYSTEM, INC.	59 LOCATES,OCTOBER 2014		38.35	25088	11/13/14
45-30-5615	Engineering Surveys & Services	NEW LINE		25.00	25086	11/13/14
45-30-5623	Consolidated Public Water	HUNTERS BEND		114.04	25084	11/13/14
45-30-5628	SCHULTE SUPPLY, INC	WATER METERS		2,382.00	25090	11/13/14
45-30-5810	Farm Power Lawn & Leisure, Inc	GENERATOR		999.00	25087	11/13/14
45-35-5240	CITY OF COLUMBIA	LANDFILL		20.00	25083	11/13/14
45-35-5920	ALLIED WASTE SERVICES #035	OCTOBER 2014		23,219.77	25047	11/07/14
45-40-5311	BOONE ELECTRIC COOPERATIVE	ANGEL LANE		36.93	25080	11/13/14
45-40-5335	Westlake Hardware	PADLOCK SCADA SYSTEM		54.93	25073	11/07/14
45-40-5355	VANDEVANTER ENGINEERING-STL	OVERLOAD RELAYS SALINDA LIFT		270.00	25072	11/07/14
45-40-5360	CENTURYLINK	CASPIAN CIRCLE		34.19	25081	11/13/14
45-40-5425	CASEY'S GENERAL STORE, INC.	OCTOBER 2014 FUEL		291.80	25053	11/07/14
45-40-5600	MISSOURI ONE CALL SYSTEM, INC.	59 LOCATES,OCTOBER 2014		38.35	25088	11/13/14

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
45-50-5305	CHARTER COMMUNICATIONS	CITY HALL INTERENET	38.34	25082	11/13/14
45-50-5360	AT & T	TELEPHONES	70.29	25077	11/13/14
45-50-5360	CENTURYLINK	TELEPHONES	110.36	25081	11/13/14
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.34	25078	11/13/14
45-50-5380	CULLIGAN WATER	BOTTLED WATER	12.18	25085	11/13/14
45-50-5670	STAPLES CREDIT PLAN	GLUE STICKS,BATTERIES,OFFICE	29.75	25091	11/13/14
45-50-5835	PERSONALIZED COMPUTERS	PC EMAIL	26.40	25089	11/13/14
TOTAL ACCOUNTS PAYABLE CHECKS			65,123.64		

PAYROLL CHECKS

10	GENERAL	11,174.17
20	STREET	1,159.91
45	UTILITIES	7,004.32
PAYROLL CHECKS ON 10/31/2014		19,338.40
10	GENERAL	10,995.24
20	STREET	1,159.92
45	UTILITIES	6,986.20
PAYROLL CHECKS ON 11/14/2014		19,141.36
TOTAL PAYROLL CHECKS		38,479.76

**** PAID TOTAL **** 103,603.40

***** REPORT TOTAL ***** 103,603.40

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ASHLAND BY ADDING A NEW ARTICLE WHICH SHALL BE DESIGNATED AS ARTICLE VIII OF CHAPTER 28 OF THE CODE PERTAINING TO DANGEROUS STRUCTURES; AND DIRECTING THE CITY CLERK TO NOTIFY THE DIRECTOR OF INSURANCE OF THE PASSAGE OF THIS ORDINANCE

BE IT ORDAINED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Chapter 28 of the Ashland City Code is hereby amended by adding the following Article VIII:

Article VIII. Dangerous Structures

28-8.1 Defined

The following buildings are declared to be dangerous buildings:

(1) Any building or structure having interior walls or other vertical structural members which list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.

(2) Any building or structure which, exclusive of the foundation, shows thirty-three (33) percent, or more, of damage or deterioration of the supporting member or members, or fifty (50) percent of damage or deterioration of the nonsupporting enclosing or outside walls or covering.

(3) Any building or structure having improperly distributed loads upon the floors or roofs, or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.

(4) Any building or structure having been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the residents of the city.

(5) Any building or structure which has become so dilapidated, decayed, unsafe or unsanitary, or which so utterly fails to provide the amenities essential to decent living that the same is unfit for human habitation, or is likely to cause sickness or disease so as to injure the health, morals, safety or general welfare of those living therein.

(6) Any building or structure having light, air and sanitation facilities which are inadequate to protect the health, morals, safety or general welfare of human beings who live or may live therein.

(7) Any building or structure having inadequate facilities for egress in case of fire or panic, or having insufficient stairways, elevators or fire escapes.

(8) Any building or structure having parts thereof which are so attached that they may fall and thereby cause injury or damage to some person or property.

(9) Any building or structure which is otherwise dangerous to human life, or which in relation to existing use constitutes a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard or abandonment.

28-8.2 Placarding as dangerous

(a) The City Administrator, or the Administrator's designee, shall appoint and supervise one or more persons to serve as the City building inspector. If the building inspector upon inspection of a building or structure determines that it is an unsafe building, he shall place a notice on such building or structure found by him to be a dangerous building reading as follows:

This building has been found to be a dangerous building by the building inspector of the City of Ashland, Missouri. This notice is to remain on this building until it is vacated, repaired, reconditioned, removed or demolished in accordance with the notice which has been given to the owner, occupant, lessee, mortgagee or agent of this building, and all other persons having an interest in the building, as shown by the records of the Recorder of Deeds of Boone County, Missouri. It is unlawful to remove, deface or mutilate this notice until such notice is complied with.

The posting of the notice shall not be construed as to deprive any person of the notice and hearing as prescribed by this article.

(b) It shall be unlawful for any person to remove any placard placed on a building pursuant to subsection (a) without the permission of the building inspector.

28-8.3 Standards for vacation, demolition or repair

If upon inspection any building or structure is found to be a dangerous building, the building or structure shall be vacated, demolished or repaired as follows:

(1) If the building or structure can reasonably be repaired so that it will no longer exist in violation of the terms of this article, it shall be repaired or demolished.

(2) If the building or structure is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, it shall be vacated.

(3) If the building or structure is fifty (50) percent damaged or decayed, or deteriorated from its original value or structure, it shall be demolished.

(4) If the building or structure cannot be repaired so that it will no longer exist in violation of the terms of this article, it shall be demolished.

(5) If the building or structure is a fire hazard existing or erected in violation of the terms of this article or any other ordinance or state statute, it shall be demolished, providing the fire hazard is not eliminated by the owner or other interested person within a reasonable time.

28-8.4 Inspections; sending notices of violations; search warrants

(a) The building inspector, or his authorized representative, shall inspect or cause to be inspected every building or structure reported as being a dangerous building, and shall notify in writing the owner, occupant, lessee, mortgagee, agent and any other person having an interest in the building or structure as shown by the land records of the county recorder of deeds of any violations of this article that are found upon such inspection.

(b) The notice shall be served either by personal service or by certified mail with return receipt requested, but if service cannot be had by either of these methods then service may be had by publication in a newspaper of general circulation published in the city and such notice shall be published at least once each week for four (4) consecutive weeks.

(c) If an application in writing is filed by a building inspector with a judge of the circuit court of Boone County, stating that there is probable cause to believe that a certain structure or premises, more particularly described therein, is or may be in violation of this article and is within the territorial jurisdiction of the city, and if such complaint is verified by oath or affirmation stating evidential facts from which such judge determines the existence of probable cause, then the judge shall issue a search warrant directed to the building inspector commanding the building inspector to search the structure or premises therein described. Such search warrant may be executed and returned only within ten (10) days after the date of its issuance. The building inspector shall make a return promptly after concluding the search, and such return shall contain an itemization of all violations of this article discovered pursuant to such search. The refusal to admit the building inspector to a structure or premises when the building inspector is in lawful possession of a search warrant commanding the building inspector to enter therein is hereby declared to be a misdemeanor.

28-8.5 Contents of notice of violations

The notice required in 28-8.4 of this article shall:

(1) Declare the building or structure to be a nuisance.

(2) Specify that the property is to be vacated, if such be the case.

(3) Order that the building or structure be repaired or demolished, as the case may be providing for a reasonable time for commencement of such repair or demolition, but not to exceed twenty (20) days following receipt of such notice by personal service or certified mail, or following the date of last publication in a newspaper.

(4) Contain a copy of the inspection report made as provided for in this article if such notice is served personally or by certified mail, otherwise the published notice shall briefly set forth the conditions requiring vacation, repair or demolition.

28-8.6 Actions upon noncompliance with building inspector's notice

(a) If the owner or other person having any interest in a dangerous building or structure has been notified pursuant to this article and then fails to commence work of repair or demolition

within the time specified or fails to proceed continuously with such work without unnecessary delay, the building inspector shall report the same to the Board of Aldermen.

(b) Thereupon the board shall call and have a full and adequate hearing upon the matter, giving the affected parties at least twenty-one (21) days written notice of the hearing in the same manner as provided for the service of the notice of violations. At such hearing any party may be represented by counsel, and all parties shall have an opportunity to be heard.

(c) After the hearing, if the evidence supports a finding based upon competent and substantial evidence that the building or structure is a dangerous building, the Board of Aldermen shall issue an order based upon its findings of fact commanding the owner, occupant, mortgagee, lessee, agent or other persons having an interest in the building as shown by the county land records to repair, vacate or demolish the building; provided, that any person so notified, shall have the privilege of either repairing, or vacating and repairing the building, if such repair will comply with all ordinances, or the owner or any person having an interest in the building may vacate and demolish the building at his own risk.

(d) If the evidence does not support a finding that a building or structure is a dangerous building, no order shall be issued.

28-8.7 Correction by city upon noncompliance with board's order

If an owner, occupant, mortgagee or lessee fails to comply with the order of the Board of Aldermen issued pursuant to this article, then within thirty (30) days the board shall order the City Administrator to proceed to repair or demolish and remove the building or structure.

28-8.8 Lien for expenses of correction by city

If the Board of Aldermen issues an order to the City Administrator pursuant to this article whereby the building or structure is repaired or demolished by the city, the costs of repair, vacation or demolition and a reasonable charge for administering the provisions of this article not exceeding fifty dollars (\$50.00), shall be certified to the City Clerk who shall cause a special tax bill therefor against the property to be prepared and collected. At the request of the taxpayer the tax bill may be paid in installments over a period of not more than ten (10) years. The tax bill from the date of its issuance shall be deemed a personal debt against the property owner and shall also be a lien upon the property until paid. The assessment shall bear interest at the rate of eight (8) per cent per annum until paid.

28-8.9 Emergency action

When it reasonably appears that there is an immediate danger to the health, safety or welfare of any person resulting from a dangerous building or structure, the building inspector shall report the same to the Board of Aldermen, and the board may take emergency measures including the placing of guardrails or other protection devices and suitable signs giving notice to the public of such danger, and to cause the immediate repair, vacation or demolition of any such building or structure. The costs of any such emergency repair, vacation or demolition shall be a lien upon the property and collected in the same manner as provided for in 28-8.8 of this article.

28-8.10 Building official to make reports of and give testimony concerning structures

The building inspector shall report in writing to the Board of Aldermen the noncompliance of any person with any notice to vacate, repair or demolish any building or structure, and to appear at all hearings conducted by the Board of Aldermen and testify as to the condition of the dangerous buildings.

28-8.11 Violations

It shall be unlawful for any person to fail to obey any final notice or order issued pursuant to this article, or to fail to obey such notice or order continuously and without unnecessary delay.

28-8.12 Judicial review

The owner, occupant, lessee, mortgagee, agent or other person having an interest in any building or structure within the scope of this article shall have the right of appeal from any order or determination made pursuant to this article to a court of competent jurisdiction, as provided by chapter 526, Revised Statutes of Missouri.

28-8.13 Insurance proceeds from damage or loss to buildings or structures

If there are proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure caused by or arising out of any fire, explosion, or other casualty loss, and if the covered claim payment is in excess of fifty (50) percent of the face value of the policy covering a building or other structure, then the following procedure shall apply:

(1) The insurer shall withhold from the covered claim payment ten (10) percent of the covered claim payment, and shall pay that amount to the city to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under this section. If a special tax bill or assessment is issued by the city for the expenses of demolition of such building as a dangerous building, the moneys held by the city shall be applied toward payment of special tax bill or assessment. If there is any excess, it shall be paid by the city to the insured or as the terms of the policy, including any endorsements thereto, provide.

(2) The city shall release the proceeds and any interest which has accrued on such proceeds received under subsection (1) of this section to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after receipt of such insurance moneys, unless the city has instituted legal proceedings under the provisions of sections 28-8.6 and 28-8.7. If the city has proceeded under the provisions of sections 28-8.6 and 28-8.7, all moneys in excess of that necessary to comply with the provisions of sections 28-8.6 and 28-8.7 for the removal of the building or structure, less salvage value, shall be paid to the insured.

(3) The city may certify that, in lieu of payment of all or part of the covered claim payment under this section, it has obtained satisfactory proof that the insured has or will remove debris and repair, rebuild or otherwise make the premises safe and secure. In this event, the city shall issue a certificate within thirty (30) days after receipt of proof to permit covered claim

payment to the insured without deduction. It shall be the obligation of the insured or other person making claim to provide the insurance company with the written certificate provided for in this subsection.

(4) No provision of this section shall be construed to make the city a party to any insurance contract.

28-8.14 Penalties

Any person violating any provision of this article is guilty of a misdemeanor and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00). Each day that a person fails to comply with an order of the building inspector or Board of Aldermen may be deemed a separate offense.

Section 2. The City Clerk is directed to notify the director of the Department of Insurance, Financial Institutions and Professional Registration of the passage of this ordinance within fourteen days of passage and approval of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified to as correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE TO AMEND CHAPTER 7 OF THE CODE OF THE CITY OF ASHLAND
AS IT PERTAINS TO PURCHASING POLICIES

BE IT ORDAINED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Chapter 7 of the Ashland City Code is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

Article III. Procurement of Property, Equipment, or Materials

7.200. Advertisement for bids required when

All purchases of personal property by the City shall be by competitive bid, except that purchases of less than ~~Two-Five Thousand Five Hundred Dollars (\$2,500.00)~~(\$5,000.00) may be made on the open market. If the cost of any such personal property is expected to be over ~~Two-Five Thousand Five Hundred Dollars (\$2,500.00)~~(\$5,000.00) then price quotes shall be informally solicited from at least three prospective suppliers, and such quotes shall be recorded and retained in the City's records for a period of five years. If the cost of any such personal property is expected to exceed ~~Three-Six Thousand Dollars (\$3,000.00)~~(\$6,000.00), then advertisements for bids shall be inserted at least one (1) time in a newspaper of general circulation in the City of Ashland, Missouri, to appear at least one (1) week before such bids are to be opened, and bids shall also be solicited by mail from prospective suppliers. In all cases, the purchase shall be made from the lowest and or best bidder, except that the City shall have the right to reject any or all bids and then either solicit new bids or, in the case where a better price may be obtained on the open market, make the purchase on the open market, except that purchases from other government entities under the State Surplus Property Law and purchases found by the Board to be needed on an emergency basis, need not be competitively bid.

7.205. Authorization for purchases

1. Any City official, officer or employee will be reimbursed for any purchase made on behalf of the City which is less than fifty dollars (\$50.00) if the City Treasurer is furnished with a receipt for the purchase promptly after the purchase and if the reimbursement is authorized by the City Administrator or an appropriate supervisor. ~~approved by the Board of Aldermen.~~

2. No employee of the City shall make any purchase on behalf of the City, without written authorization from the Administrative Supervisor of their Department. Administrative supervisory personnel are responsible for the proper spending of the budgets allotted to them. Department Heads must receive written approval from the City Administrator for purchases over Five Hundred and no/100 Dollars (\$500.00).

3. The provisions of this subsection notwithstanding, the City Administrator may exceed the purchase limit of ~~Twenty Five Hundred and no/100 Five Thousand Dollars (\$2,500.00)~~ (\$5,000.00) if the purchase is determined by supervisory personnel to be an emergency purchase. When an emergency purchase is made, the City Administrator will immediately submit a written report to the Mayor, Board of Aldermen. A copy of the invoice will be attached to the report and the report will explain the emergency situation in detail.

4. The Board, by Resolution, may designate those persons authorized to use charge accounts set up in the City's name. Any such Resolution shall designate the limits of the authorization. Use of charge accounts shall be subject to the provisions of subsections one and two of this section.

Section 2. This Ordinance shall be in full force and effect from and after its passage.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE TO AMEND CHAPTER 19 OF THE CODE OF THE CITY OF ASHLAND BY ADDING A NEW SECTION 19.935 ON SYNTHETIC CANNABINOIDS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

Section 1. Chapter 19 of the Ashland City Code is hereby amended to add the following:

SECTION 19.935: Prohibiting the possession, sale or offering for sale of products containing synthetic cannabinoids.

A. "Illegal smoking product" means any substance, whether described as tobacco, herbs, incense, spice or any blend thereof, regardless of whether the substance is marketed for the purposes of being smoked, which includes any one or more of the following chemicals:

- (1) 1- [(1R, 3S)-3-hydroxycyclohexyl]- 5-(2-methyloctan-2-yl) phenol (also known as CP47,497) and homologues;
- (2) (6aS, 10aS) -9-(hydroxymethyl)-6, 6-dimethyl-3-(2-methyloctan-2-yl)-6a, 7, 10, 10a-tetrahydrobenzo [c] chromen-1-ol) (also known as HU-211 or Dexanabinol);
- (3) 1-Pentyl-3-(1-naphthoyl) indole (also known as JWH-018); or
- (4) Butyl-3-(1-naphthoyl) indole (also known as JWH-073).

B. It shall be unlawful for any person to sell, offer to sell, gift, or publicly display for sale any illegal smoking product.

C. It is unlawful for any person to knowingly possess any illegal smoking product.

D. A separate offense shall be deemed committed for each sale, each offer to sell, each gift, or for each day an illegal smoking product is on public display for sale.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2014-045

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE SOUTHERN BOONE COUNTY FIRE PROTECTION DISTRICT FOR CITY
USE OF THE MEETING ROOM IN THE DISTRICT'S TRAINING FACILITY

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,
MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Agreement with the Southern Boone County Fire Protection District for City use of the meeting room in the District's training facility. The form and content of the Agreement shall be substantially as set forth in Exhibit "A" which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney



SOUTHERN BOONE COUNTY FIRE PROTECTION DISTRICT
P.O. BOX 199 ASHLAND, MISSOURI 65010

BOARD OF DIRECTORS

JAMES E. CUNNINGHAM
PRESIDENT

JAMES SAYLOR
SECRETARY

Melissa Bonderer
TREASURER

Hon. Gene Rohrer, Mayor
City of Ashland
109 E. Broadway
Ashland, Missouri 65101

September 16, 2014

Dear Gene,

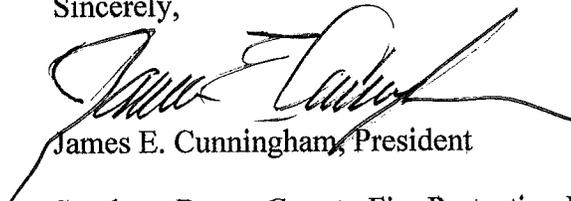
It was a pleasure meeting you , your staff, and some of the members of the Board of Aldermen, and to welcome you to your first meeting in the Fire District's training center. We are very proud of the effort that turned MoDot's highway shed into a professional place of business for our training and administrative functions. Our Board values its relationship with the City of Ashland, and believes in facilitating intergovernmental cooperation and being a good neighbor in our community. Therefore, in our meeting on September 9, 2014, the Board authorized the use of the training center for the regular meetings of the Ashland Board of Aldermen, on the first and third Tuesdays of each month.

We are an emergency services agency, and therefore our schedule is unpredictable. Despite our best efforts, situations can occur which would require our use of the training facility, despite the schedule we have agreed upon. In the event of a natural disaster which required use of the training facility as a command center, you would need to recess and reconvene your meeting at another location, or adjourn it. Similarly, if a training opportunity presented itself that would substantially benefit the Fire District, and which could not be rescheduled around the Aldermen's meeting schedule, we would require the use of the building. We sought approval of the training center's construction as a part of a program to improve and enhance the training we provide to our volunteers and want to honor our commitments to our voters. Our training program is one of the Fire District's highest priorities, as it not only determines the quality of emergency services we provide to the public, but also serves as one of the primary incentives we can provide to our volunteers as they pursue emergency service careers. Although we would not have notice of an emergency situation requiring our use of the training center, I am confident that we could provide enough notice to you of unavoidable conflicts which would allow you time to reschedule an Aldermen's meeting.

Other than those unlikely events, our current training schedule should not conflict with the Aldermen's meeting dates in the near future. As we improve and enhance our training program however, the likelihood of scheduling problems will increase. Therefore, I question whether the Fire District can provide a long term solution for the City's need for adequate chambers for the Board of Aldermen. In the meantime however, we want to be a good neighbor and do what we can to help.

Accordingly, I have modified the Agreement which the Board of Aldermen has approved. It allows you to hold the meetings as scheduled, subject to the exceptions I have discussed. It requires Fire District personnel to access the training facility and to operate our audio/visual equipment, in order to protect the security of the training facility and the confidential medical information contained on our information systems. Fortunately, Police Chief Lyn Woolford is also a SBCFPD firefighter and will be able to provide that access to you. I have removed the provision requiring secure storage of City property, as we understand that these items could fit in a small box and can be easily transported by your staff. I have also modified the automatic renewal and termination notice provisions. The enclosed agreement provides for a one year term, at which time we can review the needs of our training program, and we can both review the Agreement and see whether it continues to serve the interests of both parties. If the Agreement, as modified, is acceptable, please have an executed copy sent to me. Again, appreciate the courtesy and cooperation you have shown us over the years and hope you enjoy the use of our training facility.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Cunningham". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James E. Cunningham, President

Southern Boone County Fire Protection District

AGREEMENT

This Agreement is entered into on the ____ day of _____, 2014 between the City of Ashland, Missouri ("City") and the Southern Boone County Fire Protection District ("Fire District").

The parties agree as follows:

1. Fire District will allow City to hold regular meetings of the City's Board of Aldermen in the meeting room of the Fire District's training facility located at 815 East Broadway, Ashland, Missouri, at 7:00 p.m. on the first and third Tuesday of each month and on September, 23, 2014, except in the event of an emergency or unavoidable conflicts requiring Fire District's use of the training facility. In such cases, Fire District will provide City as much notice as is reasonably practicable.

2. City will be responsible for clean-up after each City meeting to ensure that the meeting room is left in as good condition as before the meeting and will be responsible for any damage resulting from their use of the training facility.

3. Only Fire District personnel may provide access to the training facility and operate the audio/visual equipment located therein.

4. City, at its expense, may mark an accessible parking space in the parking lot of the facility in accordance with the ADA Standards for Accessible Design.

5. City, at its expense, will provide an American flag that will remain on display in the meeting room.

6. City may remove snow and ice from the parking lot and walkway on meeting days if the District fails to do so.

7. City agrees to keep in effect at all times liability insurance sufficient to protect the District from liability for damage to persons or property caused by City's use of the Fire District's property. City will provide Fire District with a current certificate of insurance evidencing the existence of the required coverage.

8. The term of this Agreement is one year from the date of its execution. Either party may terminate this Agreement upon fourteen days written notice to the other party.

9. Notice under this agreement shall be given in writing and shall be considered received upon personal delivery to the party to whom the notice is directed or two business days after it is

deposited in the United States mail, first class, postage prepaid, addressed as follows (or to such other address or person as a party may specify by notice given under this section):

To Fire District : Southern Boone County FPD

P.O. Box 199

Ashland, Mo. 65010

To City: City Administrator

109 East Broadway

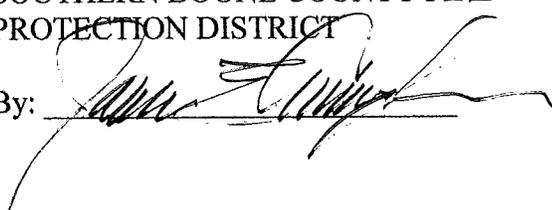
Ashland, MO 65010

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF ASHLAND MISSOURI

By: _____
Gene Rhorer, Mayor

SOUTHERN BOONE COUNTY FIRE
PROTECTION DISTRICT

By: _____


Attest:

Darla Sapp, City Clerk



109 E. Broadway – P.O. Box 135 - Ashland, Missouri 65010
Telephone: 573-657-9062 Fax: 573-657-7018
Email: policechief@ashlandmo.us website: www.ashlandmo.us

18 November 2014 Board Meeting
Body Camera Proposals

I have contacted three body camera vendors since the last meeting in an effort to obtain quotes to include the cost of 4 body cameras and off site, secure storage of the recordings tagged as evidence.

Taser International confirmed the contract pricing dated 1 August 2014 is still valid. Their proposal is a 5 year, turnkey operation in which they handle the hardware, software and remote storage, which also meets the Criminal Justice Security Requirements. The first year cost of the package is \$3,594.56 for the cameras, licensing, shipping and **140 GB** remote storage. The following 4 years each lock in at \$1,230 for licensing and 140 GB storage. Total 5 year price is \$8,514.56. I'm told the contract can be broken without penalty.

VieVU sent a quote for the purchase of 4 cameras and free, onsite storage software. Their first year cost is \$3,430 dollars, using the onsite storage software. Should remote storage be considered, the cost for that is an additional \$305.17/month (\$3,662.04/yr). Remote storage is anticipated being available in January 2015.

Digital Ally sells their units for \$795 each (\$3,180 total, which is a state contract price). They offer **80 GB** remote storage for a yearly cost of \$1,199.92. First year total cost would be \$4,379. Each year after is \$1,199.92 for 80 GB storage. Their proposal is three years for a total cost of \$6,779.36. If extended to five years, the total cost would be \$9179.20.

My request is the Board approve the acquisition of body cameras from Taser International.

Lyn Woolford
Chief of Police
Ashland Police Department

COUNCIL BILL NO. 2014-046

ORDINANCE NO. 1007

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TASER INTERNATIONAL FOR THE PURCHASE OF FOUR BODY CAMERAS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Agreement with Taser International for the purchase of four body cameras. The form and content of the Agreement shall be substantially as set forth in Exhibit "A" which is attached to and made part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

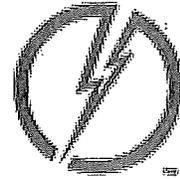
Certified as to correct form:

Fred Boeckmann, City Attorney

TASER International

Protect Truth

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 888-821-8703



TASER

Quotation

Quote: Q-15385-1

Date: 8/1/2014 10:07 AM

Quote Expiration: 9/30/2014

Contract Start Date*: 10/1/2014

Contract Term: 5 years

Lyn Woolford
 (573) 657-9062
 policechief@ashlandmo.us

Bill To:
 ASHLAND POLICE Department
 109 E. BROADWAY
 Ashland, MO 65010
 US

Ship To:
 Lyn Woolford
 ASHLAND POLICE Department
 109 E. BROADWAY
 Ashland, MO 65010
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Gollobit	(480) 905-2060	dgollobit@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware & Year 1 Software and storage: Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
4	73002	CAMERA SYSTEM, AXON BODY	399.00	USD 1,596.00	USD 0.00	USD 1,596.00
1	70026	EVIDENCE.COM DOCK, AXON SIX BAY	1495.00	USD 1,495.00	USD 747.50	USD 747.50
4	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	180.00	USD 720.00	USD 0.00	USD 720.00
20	85101	INCLUDED STORAGE, 5 GBS PER BASIC LICENSE		USD 0.00	USD 0.00	USD 0.00
1	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	300.00	USD 300.00	USD 0.00	USD 300.00
10	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE		USD 0.00	USD 0.00	USD 0.00
140	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 210.00	USD 0.00	USD 210.00
Hardware & Year 1 Software and storage: Net 30 Total:						USD 4,321.00
Hardware & Year 1 Software and storage: Net 30 Net Price:						USD 3,573.50

Year 2 Evidence.com & Storage Due
2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
4	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	180.00	USD 720.00	USD 0.00	USD 720.00
1	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	300.00	USD 300.00	USD 0.00	USD 300.00
140	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 210.00	USD 0.00	USD 210.00
20	85101	INCLUDED STORAGE, 5 GBS PER BASIC LICENSE		USD 0.00	USD 0.00	USD 0.00
10	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 2 Evidence.com & Storage Due 2015 Total:						USD 1,230.00
Year 2 Evidence.com & Storage Due 2015 Net Price:						USD 1,230.00

Year 3 Evidence.com & Storage Due
2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
4	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	180.00	USD 720.00	USD 0.00	USD 720.00
1	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	300.00	USD 300.00	USD 0.00	USD 300.00
140	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 210.00	USD 0.00	USD 210.00
20	85101	INCLUDED STORAGE, 5 GBS PER BASIC LICENSE		USD 0.00	USD 0.00	USD 0.00
10	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 3 Evidence.com & Storage Due 2016 Total:						USD 1,230.00
Year 3 Evidence.com & Storage Due 2016 Net Price:						USD 1,230.00

Year 4 Evidence.com & Storage -
Due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
4	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	180.00	USD 720.00	USD 0.00	USD 720.00
1	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	300.00	USD 300.00	USD 0.00	USD 300.00
140	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 210.00	USD 0.00	USD 210.00
20	85101	INCLUDED STORAGE, 5 GBS PER BASIC LICENSE		USD 0.00	USD 0.00	USD 0.00
10	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 4 Evidence.com & Storage - Due 2016 Total:						USD 1,230.00
Year 4 Evidence.com & Storage - Due 2016 Net Price:						USD 1,230.00

Year 5 Evidence.com & Storage:
Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
4	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	180.00	USD 720.00	USD 0.00	USD 720.00
1	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	300.00	USD 300.00	USD 0.00	USD 300.00
140	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 210.00	USD 0.00	USD 210.00
20	85101	INCLUDED STORAGE, 5 GBS PER BASIC LICENSE		USD 0.00	USD 0.00	USD 0.00
10	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 5 Evidence.com & Storage: Due 2018 Total:						USD 1,230.00
Year 5 Evidence.com & Storage: Due 2018 Net Price:						USD 1,230.00

Subtotal	USD 8,493.50
Estimated Shipping Cost	USD 21.06
Grand Total	USD 8,514.56

Complimentary Evidence.com Tier Upgrade Through 12/31/2014

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until December 31, 2014. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In January 2015 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

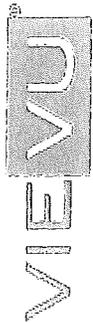
By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to David Gollobit at dgollobit@taser.com or fax to 888-821-8703

THANK YOU FOR YOUR BUSINESS!

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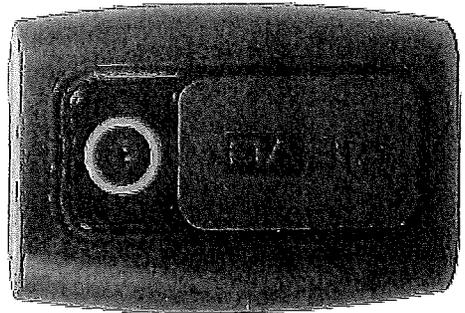
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LE3

Law Enforcement's next generation body worn video camera. Extremely rugged, waterproof and easy to use. The high definition video evidence is managed by our free proprietary VERIPATROL™ software system to securely store and catalog video files. The LE3 camera and VERIPATROL software utilizes a FIPS 140-2 compliant Digital Signature process to prove that the video has not been altered and VidLock security prevents unauthorized access if the camera is lost or stolen.

Includes:

- 1 LE3 camera
- 2 Spring Clips
- 1 Pin Clip
- 1 110v Wall Charger
- 1 Download Cable



LE3 HD body worn police video camera. The next generation camera designed specifically for organizations, or individuals that need to video document their actions.

Price: \$899.95

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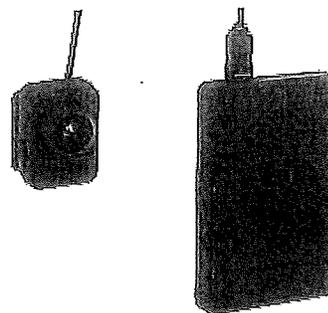
Top » Catalog » FirstVu HD Worn / Mounted System » 001-00203-XX

FirstVu HD Evidentiary-Grade Body Camera [001-00203-XX]

~~\$995.00~~ \$795.00*

Includes: Rechargeable Battery, Charger with 110V AC Wall and 12V DC Auto Plugs, Fabric Clip, Button Mount, Velcro Mount, 3.3 ft. USB 2.0 Cable and 1 Year Advance Exchange Factory Warranty.

Record video and optional audio from your own point of view wherever you need it, day or night, to protect your job and department, increase the rate and speed of convictions, and more. The system features:



- Small, Rugged, Lightweight & Versatile Design:
 - Main Recorder: 2.5"(w) x 4"(h) x 0.625"(d) at 3.1 oz
 - Camera Module: 1.125"(w) x 1.5"(h) x 1.0"(d) at 0.8 oz
- Can Automatically Start Recording Simultaneously With an In-Car Video System (requires VuLink™)
- User-Replaceable, Rechargeable Battery Can Last a Full Shift (and much longer)
- Records High Quality SD or HD Video: 1280 x 720 resolution
- Audio Always On or Off option allows admin control of whether audio is always or never recorded when recording video (must be selected below)
- 25-54 Hrs. Record Time (memory; depends on quality setting)
- Wide Field of View to capture faces plus important events
- Enhanced Low-Light Sensitivity: .08Lux for night recording
- Waterproof Treated Internal components
- H.264 Codec & Configurable Quality Settings
- Easily & Securely Mounts Almost Anywhere (see below for additional mount options)
- Extendable, Breakaway Cable for safety & comfort
- Up to 60-Sec. Pre-Event Recording: captures the events before pressing record
- Instant Record ON (from Stand-By Mode)
- Easy One-Button Operation
- Saves Date/Time Stamp & Marks (Marks track the location of important events during a recording)
- Covert Mode: deactivates LEDs on the camera (vibrating confirmations and DVR LEDs remain on)
- 32GB of Secure Internal Memory: may be set so only designated computers can access recordings (requires VuVault).
- Records Non-Proprietary AVI Videos
- Convenient USB Downloading & Software Upgrading
- Learn More

Additional Mounting Options Coming Soon! (Head-Mounted, Helmet, Motorcycle/ATV, K9, Tactical Gun...)

Free Software Offer! For a limited time only, you can receive VuVault Video Management & Reporting Software with your FirstVu HD purchase, a \$595 value!

Available Options:

Extend Your Factory Warranty:

None ▼

FirstVu HD Audio Options:

Audio On/Off Switch ▼

Length of Cable:

11" ▼

Select Software:

Free VuVault Offer! ▼

Add Accessories & Upgrades

- FirstVu HD Belt Loop Mount Kit - \$45.00 - More Info...
- FirstVu HD 5.11 Tactical Pouch Kit - \$45.00 - More Info...
- FirstVu HD Vehicle Suction Cup Mount - \$65.00 - More Info...

AN ORDINANCE TO AMEND CHAPTER 19 OF THE CODE OF THE CITY OF ASHLAND
BY ADDING A NEW SECTION 19.326 ON PANHANDLING

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

Section 1. Chapter 19 of the Ashland City Code is hereby amended to add the following:

SECTION 19.326: Unlawful Panhandling

A. "Panhandling" means any solicitation made in person requesting an immediate donation of money or other thing of value from another person. "Panhandling" also means any solicitation for the purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation. Panhandling does not include passively standing or sitting with a sign or other indication that one is seeking donations, without addressing any solicitation to any specific person other than in response to an inquiry by that person.

B. (1) It shall be unlawful to panhandle on any day after sunset or before sunrise.

(2) It shall be unlawful to panhandle on residential or private property after having been asked to leave or refrain from panhandling by the owner or other person lawfully in charge of the property or lawfully in possession of the property.

(3) It shall be unlawful to panhandle when either the panhandler or the person being solicited is located in any of the following places:

(a) Within twenty (20) feet of a public toilet;

(b) Within twenty (20) feet of an automated teller machine;

(c) Within ten (10) feet of an entrance to a building; or

(d) Within twenty (20) feet of an entrance to a bank, savings and loan or other financial institution.

(4) It shall be unlawful to panhandle when the person solicited is waiting in any line, is seated at an outdoor dining facility or is in a motor vehicle.

(5) It shall be unlawful to panhandle in an aggressive manner, including taking any of the following actions:

- (1) Continuing to solicit from a person after the person has given a negative response to the solicitation;
- (2) Touching the solicited person without the solicited person's consent;
- (3) Blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
- (4) Using violent or threatening gestures toward a person solicited;
- (5) Closely following behind, ahead or alongside a person who walks away from the panhandler after being solicited;
- (6) Using profane or abusive language which is likely to provoke an immediate violent reaction from the person being solicited;
- 7) Panhandling in a group of two (2) or more persons; or
- (8) Panhandling with the intent to intimidate another person into giving money or other thing of value.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE TO AMEND CHAPTER 19 OF THE CODE OF THE CITY OF ASHLAND
BY ADDING A NEW SECTION 19.220 ON IMPEDING THE USE OF STREETS,
SIDEWALKS OR ALLEYS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF
ASHLAND, MISSOURI, AS FOLLOWS:

Section 1. Chapter 19 of the Ashland City Code is hereby amended to add the following:

SECTION 19.220: Impeding the Use of Streets, Sidewalks or Alleys

It shall be unlawful for any person to impede, obstruct or interfere with the free use of any street,
sidewalk, alley or public way by:

(1) Sitting, standing, lying, or any other conduct with the intent to impede, obstruct or interfere
with such free use of any street, sidewalk, alley or public way.

Section 2. This Ordinance shall be in full force and effect from and after its passage and
approval.

Dated this _____ day of _____, 2014.

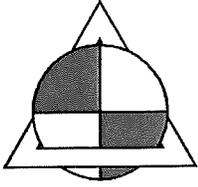
Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney



ALLSTATE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • GEOTECHNICAL • INVESTIGATIVE

November 6, 2014

Josh Hawkins
City Administrator
City of Ashland, MO
109 East Broadway
Ashland, MO 65010

RE: Clarification for additions to 12.535: Hydraulic Design Considerations
City of Ashland Ordinance Revisions

Mr. Hawkins,

The purpose of this letter is to provide clarification for the proposed additions to 12.535: Hydraulic Design Considerations related to overflow and freeboard for the 100 year storm.

Currently, storm infrastructure is designed for the 25 year storm. Additional water (or all the water if the inlet is clogged) will overflow the system. Currently, the code does not require any information on where this water will go. The proposed language requires this overflow path to be shown and for the water surface to be 1' lower than the finished floor of nearby buildings. We believe this is a good and reasonable engineering practice that requires minimal design and minimal additional site grading (little to no additional cost). This language allows City Staff to require the information needed to ensure that structures are protected from flooding.

Please let us know if you have any questions or need any additional information. Thank you.

Sincerely,
Allstate Consultants LLC

Wes Bolton, P.E.

AN ORDINANCE TO AMEND CHAPTER 12, ARTICLE VI, STORMWATER
MANAGEMENT REGULATIONS

BE IT ORDAINED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Chapter 12, Article VI of the Ashland City Code is hereby amended by adding the following to Section 12.535, subsection A:

All storm water culverts, pipes, inlets, and boxes shall have overflow swales or other flow paths sufficient to pass the 100 year storm assuming partial (minimum of 20%) clogging on the primary path.

Finish floor elevations for structures (buildings) that have the potential to be impacted by the 100 year flow (accounting for clogging in enclosed systems and including all open systems) shall be a minimum of one (1) foot higher than the 100 year flow path.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

Darla Sapp

From: Stephen Lin [SLin@allstateconsultants.net]
Sent: Wednesday, November 12, 2014 3:24 PM
To: Darla Sapp
Cc: Joshua Hawkins; Wes Bolton; Chad Sayre
Subject: Ashland - Broadway Waterline
Attachments: Broadway BID TAB.pdf; Drill Tech - Bid.pdf; Drill Tech - Notice of Award.pdf

Darla,

We have the utility situation resolved for the Broadway Waterline Improvements Project. Can you please add to the agenda for next week's meeting to have the Board of Alderman review the bid tabulation and formally select a Contractor for the project. Attached is copy of the Bid Tabulation from August 27th. The low bidder was Drill Tech, Inc. at \$95,775.00 and I have also attached a copy of their original bid submittal. We have worked with Drill Tech on numerous projects in the past and highly recommend the City select them as the Contractor. Should the City choose Drill Tech, attached is the Notice of Award for the Mayor to execute and to be forwarded to the contractor.

Once a contractor has been selected, please let us know who was selected and we will prepare the contract documents to be executed by the Contractor and the City and to be reviewed by the City Attorney. Furthermore, you may want to prepare an Ordinance for the December 2nd meeting to allow the Mayor to enter into agreement with the selected contractor contingent upon the City Attorney's final review.

Please contact us if you have any questions. Thank you.

Stephen Lin, P.E.
Allstate Consultants LLC
3312 LeMone Industrial Blvd.
Columbia, MO 65201
Phone: (573) 875-8799
Fax: (573) 875-8850
Email: slin@allstateconsultants.net

RESOLUTION 11-18-2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NOTICE OF AWARD TO DRILL
TECH INCORPORATED

WHEREAS, the City of Ashland requested bids for a water system improvements on Broadway from Walnut St. Past Oak Street;

WHEREAS, The City of Ashland received seven bids from companies;

WHEREAS, Allstate Consultants, LLC. has reviewed the bids and made the recommendation to accept the low bid of \$95,775.00 from Drill Tech Incorporated.

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

SECTION 1. The Board of Aldermen authorizes the Mayor to execute a notice of award to Drill Tech Incorporated for Broadway from Walnut St. past Oak Street.

SECTION 2. Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached notice of award which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

**WATERLINE EXTENSION
BROADWAY FROM WALNUT STREET PAST OAK STREET
ASHLAND, MISSOURI**

BID TABULATION
AUGUST 27, 2014

Item	Description	Quantity	Unit	Drill Tech Inc.		MB Construction LLC		Stockman Construction		Mick Mehler and Sons, Inc.		M & M Utilities LLC	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1.00	Waterline Extension												
1.01	Mobilization, Insurance, and Bonding	1	L.S.	7,500.00	7,500.00	8,200.00	8,200.00	9,000.00	9,000.00	5,700.00	5,700.00	20,000.00	20,000.00
1.02	8" CL 200 PVC Pipe Water Main w/ Tracer Wire, Granular Backfill Per Plan Bury Depth Min. 48"	680	L.F.	35.00	23,800.00	34.00	23,120.00	21.50	14,620.00	58.30	39,644.00	47.50	32,300.00
1.03	8" Bored Steel Encasement w/ End Seals	45	L.F.	150.00	6,750.00	85.00	3,825.00	206.00	9,270.00	111.00	4,995.00	220.00	9,900.00
1.04	4" C.L. 200 Restrained Joint PVC Carrier Pipe w/ Skids and Tracer Wire	70	L.F.	20.00	1,400.00	17.60	1,232.00	39.00	2,730.00	32.00	2,240.00	32.60	2,282.00
1.05	2" Bored Restrained Joint PVC Encasement w/ End Seals	355	L.F.	30.00	10,650.00	14.80	5,188.00	36.00	12,780.00	28.65	10,170.75	25.00	8,875.00
1.06	1" C.T.S. Polyethylene Service Line w/ Tracer Wire	575	L.F.	12.00	6,900.00	5.60	3,220.00	6.00	3,450.00	10.70	6,152.50	8.00	4,600.00
1.07	8" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	2	Ea.	1,000.00	2,000.00	1,350.00	2,700.00	1,170.00	2,340.00	1,015.00	2,030.00	1,050.00	2,100.00
1.08	4" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	2	Ea.	750.00	1,500.00	970.00	1,940.00	700.00	1,400.00	590.00	1,180.00	570.00	1,140.00
1.09	2" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	1	Ea.	500.00	500.00	890.00	890.00	570.00	570.00	430.00	430.00	498.00	498.00
1.10	8" x 8" x 8" Tee (Restrained MJ Retaining Gland)	1	Ea.	1,000.00	1,000.00	840.00	840.00	600.00	600.00	402.00	402.00	600.00	600.00
1.11	8" x 8" x 4" Tee (Restrained MJ Retaining Gland)	2	Ea.	750.00	1,500.00	770.00	1,540.00	525.00	1,050.00	325.00	650.00	550.00	1,100.00
1.12	8" Water Main Fittings (Restrained MJ Retaining Glands) - 90"	4	Ea.	750.00	3,000.00	470.00	1,880.00	415.00	1,660.00	280.00	1,120.00	360.00	1,440.00
1.13	45" 22 1/2", 1 1/4", 8" x Reducers	1	Ea.	500.00	500.00	360.00	360.00	550.00	550.00	180.00	180.00	150.00	150.00
1.14	8" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	1	Ea.	2,500.00	2,500.00	1,800.00	1,800.00	1,025.00	1,025.00	820.00	820.00	3,000.00	3,000.00
1.15	4" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	2	Ea.	2,500.00	5,000.00	1,600.00	3,200.00	986.00	1,972.00	625.00	1,250.00	2,600.00	5,200.00
1.16	2" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	1	Ea.	2,000.00	2,000.00	1,400.00	1,400.00	730.00	730.00	620.00	620.00	2,200.00	2,200.00
1.17	New Fire Hydrant Set: 12"x12"x6" Tee, 6" Extension Line, 6" Gate Valve, Valve Box, Hydrant, and Necessary Restraints (Restrained MJ Retaining Glands)	1	Ea.	4,000.00	4,000.00	3,650.00	3,650.00	4,100.00	4,100.00	3,400.00	3,400.00	3,500.00	3,500.00
1.18	Relocate or Replace Existing Water Service Meter Appurtenances: Includes 18" Dia. A-2000 PVC Truss Pipe Meter well, Cast Iron Yoke Service Saddle, Corporation Stop, Capping Abandoned Lines, Compression Fittings and all Necessary Couplings. Existing meter will be reused.	6	Ea.	800.00	4,800.00	1,200.00	7,200.00	1,400.00	8,400.00	990.00	5,940.00	1,200.00	7,200.00
1.19	Existing Water Service Line Tie-Ins: Tie-In from New Water Main to Existing Water Meter, Includes Service Saddle, Service Line, Corporation Stop, capping Abandoned Lines, Compression Fittings and Necessary Couplings	12	Ea.	500.00	7,200.00	1,100.00	13,200.00	550.00	6,600.00	640.00	7,680.00	800.00	9,600.00
1.20	Gravel Driveway Repair	3	S.Y.	100.00	300.00	20.00	60.00	88.00	264.00	10.00	30.00	10.00	30.00
1.21	Concrete Street/Driveway/Parking Lot Repair	195	S.Y.	5.00	975.00	40.00	7,800.00	105.00	20,475.00	110.00	21,450.00	65.00	12,675.00
1.22	Finish Grading, Seeding, Mulching, Fertilizer, Etc.	1	L.S.	2,000.00	2,000.00	3,000.00	3,000.00	2,500.00	2,500.00	850.00	850.00	2,500.00	2,500.00
				Total	\$95,775.00	Total	\$86,180.00	Total	\$105,986.00	Total	\$116,934.25	Total	\$130,890.00

WATERLINE EXTENSION
BROADWAY FROM WALNUT STREET PAST OAK STREET
ASHLAND, MISSOURI

BID TABULATION
AUGUST 27, 2014

Item	Description	Quantity	Unit	CL Richardson Construction		Lamke Trenching & Ex.	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1.00	Waterline Extension						
1.01	Mobilization, Insurance, and Bonding	1	L.S.	\$ 2,275.00	\$ 2,275.00	\$ 18,065.00	\$ 18,065.00
1.02	8" CL 200 PVC Pipe Water Main w/ Tracer Wire, Granular Backfill (Per Plan Bury Depth Min. 48")	680	L.F.	\$ 66.75	\$ 45,380.00	\$ 92.83	\$ 63,124.40
1.03	8" Bored Steel Encasement w/ End Seals	45	L.F.	\$ 190.00	\$ 8,550.00	\$ 232.00	\$ 10,440.00
1.04	4" C.L. 200 Restrained Joint PVC Camer Pipe w/ Skids and Tracer Wire	70	L.F.	\$ 27.00	\$ 1,890.00	\$ 42.75	\$ 2,992.50
1.05	2" Bored Restrained Joint PVC Encasement w/ End Seals	365	L.F.	\$ 71.25	\$ 25,293.75	\$ 32.00	\$ 11,360.00
1.06	1" C.T.S. Polyethylene Service Line w/ Tracer Wire	575	L.F.	\$ 4.65	\$ 2,673.75	\$ 9.65	\$ 5,548.75
1.07	8" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	2	Ea.	\$ 1,800.00	\$ 3,600.00	\$ 1,066.50	\$ 2,133.00
1.08	4" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	2	Ea.	\$ 815.00	\$ 1,630.00	\$ 638.50	\$ 1,277.00
1.09	2" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	1	Ea.	\$ 640.00	\$ 640.00	\$ 427.00	\$ 427.00
1.10	8" x 8" Tee (Restrained MJ Retaining Gland)	1	Ea.	\$ 600.00	\$ 600.00	\$ 488.50	\$ 488.50
1.11	8" x 8" x 4" Tee (Restrained MJ Retaining Gland)	2	Ea.	\$ 595.00	\$ 1,190.00	\$ 433.50	\$ 867.00
1.12	8" Water Main Fittings (Restrained MJ Retaining Glands) - 90°, 45°, 22 1/2°, 1 1/4", 6" x Reducers	4	Ea.	\$ 375.00	\$ 1,500.00	\$ 376.30	\$ 1,513.20
1.13	8" Cap or Plug with 2" Threaded Tap	1	Ea.	\$ 320.00	\$ 320.00	\$ 352.60	\$ 352.60
1.14	8" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	1	Ea.	\$ 1,850.00	\$ 1,850.00	\$ 2,809.06	\$ 2,809.06
1.15	4" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	2	Ea.	\$ 1,820.00	\$ 3,640.00	\$ 2,652.62	\$ 5,305.24
1.16	2" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	1	Ea.	\$ 1,810.00	\$ 1,810.00	\$ 2,419.45	\$ 2,419.45
1.17	New Fire Hydrant Set: 12"x12"x6" Tee, 6" Extension Line, 6" Gate Valve, Valve Box, Hydrant, and Necessary Restraints (Restrained MJ Retaining Glands)	1	Ea.	\$ 3,375.00	\$ 3,375.00	\$ 3,271.15	\$ 3,271.15
1.18	Relocate or Replace Existing Water Service Meter Appurtenances: Includes 18" Dia. A-2000 PVC Truss Pipe Meter well, Cast Iron Yoke Service Saddle, Corporation Stop, Capping Abandoned Lines, Compression Fittings and all Necessary Couplings. Existing meter will be reused.	6	Ea.	\$ 780.00	\$ 4,680.00	\$ 1,074.00	\$ 6,444.00
1.19	Existing Water Service Line Tie-Ins: Tie-In from New Water Main to Existing Water Meter, Includes Service Saddle, Service Line, Corporation Stop, capping Abandoned Lines, Compression Fittings and Necessary Couplings	12	Ea.	\$ 710.00	\$ 8,520.00	\$ 866.87	\$ 10,782.44
1.20	Gravel Driveway Repair	3	S.Y.	\$ 26.75	\$ 77.25	\$ 100.00	\$ 300.00
1.21	Concrete Street/Driveway/Parking Lot Repair	195	S.Y.	\$ 171.50	\$ 33,442.50	\$ 140.00	\$ 27,300.00
1.22	Finish Grading, Seeding, Mulching, Fertilizer, Etc.	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 4,200.00	\$ 4,200.00
				\$ Total	\$ 153,947.25	\$ Total	\$ 181,400.29

BID

Proposal of Drill Tech Inc. (hereinafter called "Bidder")

Organized and existing under the laws of the State of Missouri doing business as
() Individual (X) Corporation () Partnership () Joint Venture (indicate as applicable).

Address and Business Telephone Number of principal place of business in Missouri:

775 E. Morgan St. Tipton MO. 65081 660-433-6444
(If using a fictitious name, show this name above in addition to legal names)

To the City of Ashland, Missouri (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposed to perform all work for the construction of:

Broadway From Walnut Street Past Oak Street Water System Improvements

in the strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the Bid with any other Bidder or with any competitor.

The bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 90 consecutive calendar days thereafter. Bidder further agrees to pay liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

No. 1 Dated August 22, 20 14

No. _____ Dated _____, 20 _____

No. _____ Dated _____, 20 _____

The Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

(SEE FOLLOWING BID FORM)

**WATERLINE EXTENSION
BROADWAY FROM WALNUT STREET PAST OAK STREET
ASHLAND, MISSOURI**

**BID FORM
JULY 17, 2014**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.00	Waterline Extension				
1.01	Mobilization, Insurance, and Bonding	1	L.S.	\$ <u>7500.00</u>	\$ <u>7500.00</u>
1.02	8" CL, 200 PVC Pipe Water Main w/ Tracer Wire, Granular Backfill Per Plan Bury Depth Min. 48"	680	L.F.	\$ <u>35.00</u>	\$ <u>23800.00</u>
1.03	8" Bored Steel Encasement w/ End Seals	45	L.F.	\$ <u>150.00</u>	\$ <u>6750.00</u>
1.04	4" C.L., 200 Restrained Joint PVC Carrier Pipe w/ Skids and Tracer Wire	70	L.F.	\$ <u>20.00</u>	\$ <u>1400.00</u>
1.05	2" Bored Restrained Joint PVC Encasement w/ End Seals	355	L.F.	\$ <u>30.00</u>	\$ <u>10650.00</u>
1.06	1" C.T.S. Polyethylene Service Line w/ Tracer Wire	575	L.F.	\$ <u>12.00</u>	\$ <u>6900.00</u>
1.07	8" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	2	Ea.	\$ <u>1000.00</u>	\$ <u>2000.00</u>
1.08	4" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	2	Ea.	\$ <u>750.00</u>	\$ <u>1500.00</u>
1.09	2" MJ Gate Valves w/ Necessary Restraints (Restrained MJ Retaining Glands)	1	Ea.	\$ <u>500.00</u>	\$ <u>500.00</u>
1.10	8" x 8" x 8" Tee (Restrained MJ Retaining Gland)	1	Ea.	\$ <u>1000.00</u>	\$ <u>1000.00</u>
1.11	8" x 8" x 4" Tee (Restrained MJ Retaining Gland)	2	Ea.	\$ <u>750.00</u>	\$ <u>1500.00</u>
1.12	8" Water Main Fittings (Restrained MJ Retaining Glands) - 90°, 45°, 22 1/2°, 11 1/4°, 8" x Reducers	4	Ea.	\$ <u>750.00</u>	\$ <u>3000.00</u>
1.13	8" Cap or Plug with 2" Threaded Tap	1	Ea.	\$ <u>500.00</u>	\$ <u>500.00</u>
1.14	8" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	1	Ea.	\$ <u>2500.00</u>	\$ <u>2500.00</u>
1.15	4" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	2	Ea.	\$ <u>2500.00</u>	\$ <u>5000.00</u>
1.16	2" System Connections: Water Line Tie-In Complete as Shown on Detail to Existing System, Includes Necessary Couplings, Pipe, Capping Abandoned Lines, and Necessary Restraints (Restrained MJ Retaining Glands) or Blocking	1	Ea.	\$ <u>2000.00</u>	\$ <u>2000.00</u>
1.17	New Fire Hydrant Set: 12"x12"x6" Tee, 6" Extension Line, 6" Gate Valve, Valve Box, Hydrant, and Necessary Restraints (Restrained MJ Retaining Glands)	1	Ea.	\$ <u>4000.00</u>	\$ <u>4000.00</u>
1.18	Relocate or Replace Existing Water Service Meter Appurtenances: Includes 18" Dia. A-2000 PVC Truss Pipe Meter well, Cast Iron Yoke Service Saddle, Corporation Stop, Capping Abandoned Lines, Compression Fittings and all Necessary Couplings. Existing meter will be reused.	6	Ea.	\$ <u>800.00</u>	\$ <u>4800.00</u>
1.19	Existing Water Service Line Tie-Ins: Tie-In from New Water Main to Existing Water Meter, Includes Service Saddle, Service Line, Corporation Stop, capping Abandoned Lines, Compression Fittings and Necessary Couplings	12	Ea.	\$ <u>600.00</u>	\$ <u>7200.00</u>
1.20	Gravel Driveway Repair	3	S.Y.	\$ <u>100.00</u>	\$ <u>300.00</u>
1.21	Concrete Street/Driveway/Parking Lot Repair	195	S.Y.	\$ <u>5.00</u>	\$ <u>975.00</u>
1.22	Finish Grading, Seeding, Mulching, Fertilizer, Etc.	1	L.S.	\$ <u>2000.00</u>	\$ <u>2000.00</u>
				Total	\$ <u>95,775.00</u>

City of Ashland - Broadway Water System Improvements

Respectfully submitted:

Rex Combs

Print Name

Rex Combs

Signature

President / Owner

Title

8-26-14

Date

License Number (if applicable)

SEAL - (if Bid is by a corporation)

Name all partners or joint venture:

Address of each:

(NOTE: If the Bidder is doing business under a fictitious name, the Proposal shall be executed in the legal name of the individual, partners, joint venture, or corporation, with the legal address shown, and Registration of Fictitious Name filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. If the Bidder is a corporation not organized under the laws of Missouri, it shall procure a Certificate of Authority to do business in Missouri, as required by Section 351.570 and following, RS Mo. A certified copy of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

City of Ashland - Broadway Water System Improvements

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Drill Tech, Inc.

as Principal,

Philadelphia Indemnity Insurance Company

as Surety,

are hereby held and firmly bound unto City of Ashland, Missouri

as Owner,

in the penal sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this 20th day of August, 2014

The condition of the above obligation is such that whereas the principal has submitted to

City of Ashland, Missouri

a certain

Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for

Broadway From Walnut Street Past Oak Street Water System Improvements

NOW, THEREFORE,

- a. If said Bid be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

City of Ashland - Broadway Water System Improvements

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Drill Tech, Inc.



(L.S.)

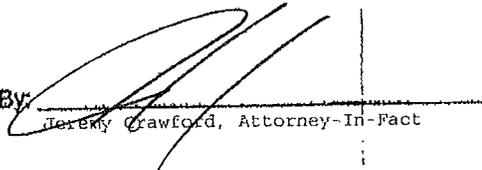
Principal

Rex W. Combs, President

Philadelphia Indemnity Insurance Company

Surety

By:



Jeremy Crawford, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Michael Williams, Jeremy Crawford, William J. Nemeec, Andrea Joy Michael Haight, Tanya Fukushima, Lisa Jabas, William Gerber & Brad Quiri of C*C*I Surety, Inc.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$4,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

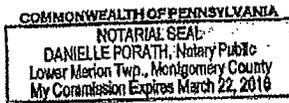
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

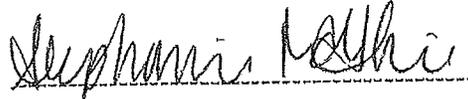
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of AUGUST, 2014


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 20th day of August, 2014 before me personally appeared Jeremy Crawford who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of Philadelphia Indemnity Insurance Company (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI
CITY/COUNTY OF Moniteau

and says that he is Rex Combs Being first duly sworn, deposes
President

of Drill Tech, Inc. Title of Person Signing

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the Bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that Bidder is not financially interest in, or financially affiliated with, any other Bidder for the above project.

BY Rex Combs
BY _____
BY _____

Sworn to before me this 26 day of August, 2014.

Janis L. Wise
Notary Public

My Commission Expires: 5/20/2015

JANIS L. WISE
Notary Public - Notary Seat
State of Missouri
Commissioned for Moniteau County
My Commission Expires: May 20, 2015
Commission Number: 11050579

**CERTIFICATION REGARDING DISBARMENT, SUSPENSIONS,
AND OTHER RESPONSIBILITY MATERS**

The President or authorized official of Bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions, the Bidder shall list below:

NA

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action:

NA

Providing false information may result in criminal prosecution or administrative sanctions.

CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: Broadway Water System Improvements
Job No.: 14079.01
County: Boone

Certification Regarding Affirmative Action and Equal Opportunity: The Bidder (prospective Prime Contractor) or proposed Subcontractor certifies:

1. Affirmative Action Programs: That it has developed and has on file at each of its establishment's affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR 60-1.4 and Executive Order No. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the Bidder or Subcontractor making the certification shall correct it below:

Note: This certification applies to and must be executed by each Bidder (prospective Prime Contractor) or proposed Subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that Contractor or Subcontractor has contracts or subcontracts on federally assisted project in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 (41 CFR Part 60-1.5(a)(1)). It is a duty and contract obligation of the Prime Contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Drill Tech Inc.
Company
By: Cheri L. Duff
Title: Secretary
Date: 8/26/14

NOTICE OF AWARD

TO: Drill Tech, Inc.
775 E. Morgan St.
Tipton, MO 65081

PROJECT: City of Ashland – Broadway From Walnut St. Past Oak St. Water System Improvements

The Owner has considered your Bid submitted by you for the above described work in response to its Notice for Bids dated August 27, 2014 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 95,775.00 .

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice, or unless otherwise notified. If you fail to execute said Agreement and to furnish said Bonds, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid abandoned and as a forfeiture of Bid. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

OWNER: City of Ashland
109 E. Broadway, P.O. Box 135
Ashland, MO 65010

Signature: _____

Print Name: Gene Rhorer

Title: Mayor

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

CONTRACTOR: Drill Tech, Inc.
775 E. Morgan St.
Tipton, MO 65081
(660) 433-6444
Address

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification Number



THE CITY OF ASHLAND, MISSOURI

Date: November 14, 2014

To: Mayor Rhorer and the Ashland Board of Aldermen

From: Josh M. Hawkins

Re: City Administrator's report

City-wide Planning Project

It would be prudent to begin scheduling the next joint session meeting. Details to consider:

- An appropriate date, time and place for the next meeting
- Inviting guests not on the Board or P&Z
- An appropriate agenda which focuses on more specific items from the last discussion's visioning focus, suggested topics:
 - Economic Incentives (T.I.F., CID's, TDD's etc.)
 - Capital Improvement Plan
 - Neighborhood design standards (streets, sidewalks, landscaping, etc.)
 - Streetscapes and aesthetics
 - Annexation, future growth
 - Transportation Planning

Ordinance No. 1004

This ordinance addresses aggressive panhandling. I will refer to the City Attorney for civil rights issues. The overall discussion should be addressing individuals blocking private entrances and private walkways. A safety issue exists as far as panhandlers approaching stopped vehicles, an issue for the City Attorney to weigh in on.

Ordinance No. 1005

This ordinance addresses non-transportation activities in public streets and rights-of-way. I will defer to the Chief of Police for safety concerns and the City Attorney for legal issues.

Ordinance No. 1006

Per the City Engineer: This is a standard engineering practice to account for storm water overflow; he anticipates no additional cost to property owners. Please see the attached ordinance.

Council Bill No. 2014-042

This is the Board's proposed structural abatement ordinance. I will defer to Board members and the City Attorney for comments on this ordinance.

Council Bill No. 2014-043

This raises the current Board approval amount to \$5,000 from \$2,500 and eliminates Board authorization for employee reimbursement. Employee reimbursement is only authorized if the

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purchase is approved and budgeted. This is a band-aid but a more comprehensive purchasing ordinance will be crafted this winter.

Council Bill No. 2014-044

I will defer to the Chief of Police and the City Attorney on public safety matters. In Gretna, if the owner of the business was found to be selling these synthetic substances, the City Council would pull the business license. The Board may or may not wish to consider this action if possible.

Council Bill No. 2014-045

This agrees to the Fire District's revisions to the previous agreement, notable changes include a 14 day written termination clause and that the City agrees to vacate the premises in an emergency. The City is also only authorized to host regular Board of Aldermen meetings in the training facility. City staff recommends approval of this ordinance.

North Water Tower Maintenance

Crews are currently working on the tower maintenance; the contractor will paint the tower next spring.

Water Line Improvements

The bid award for the Broadway water line improvement project is on the agenda and the staff recommends approval. This project uses the existing MODOT right-of-way to place the new lines; the work will be completed this winter. The Henry Clay project contractor is beginning work and has called in locates as of the publishing of this memo.

Winter Preparations

We expect to have the City Hall generator fully functional by the end of next week, Public Works has winterized their vehicles and we are discussing our snow removal strategy with the staff.