

**CITY OF ASHLAND  
815 E. BROADWAY  
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, FEBRUARY 02, 2016  
7:00 P.M.**

Call regular meeting to order

Invocation

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 2-02-2016 agenda: **Action:** \_\_\_\_\_
2. Consideration of the meeting minutes of 1-19-2016: **Action:** \_\_\_\_\_

**APPEARANCES**

3. Anyone wishing to appear before the Board

**APPOINTMENTS**

4. None

**COUNCIL BILLS**

5. Council Bill No. 2016-004, an ordinance approving the minor subdivision plat for Parkside Subdivision. First Reading by title only. **Action:** \_\_\_\_\_
6. Council Bill No. 2016-005, an ordinance to amend Appendix C-1 of Chapter 14 of the Code of the City of Ashland to increase sewer rates. First Reading by title only. **Action:** \_\_\_\_\_

**ORDINANCES**

7. Ordinance No. 1054, an ordinance providing for submission of a proposal to continue application and collection of the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer to the qualified voters of the City of their approval at the municipal election to held on Tuesday, August 02, 2016. **Action:** \_\_\_\_\_

**RESOLUTIONS**

8. A resolution to enter into an Development Agreement with Alta Vista Properties. **Action:** \_\_\_\_\_

**OTHER**

9. None

## REPORTS

10. Mayor's Report
11. Interim City Administrator's Report
12. Interim City Attorney's Report
13. Board of Aldermen's Report
14. Vote to go into closed session pursuant to Chapter 610.021 (12) to discuss negotiated contracts
15. Go into open session and report any reportable action; if any taken
16. 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.)

Posted: 1-29-2016

City Hall and website: [www.ashlandmo.us](http://www.ashlandmo.us)

**Amended 1-29-2016 5:00 p.m.**

TUESDAY, JANUARY 19, 2016  
BOARD OF ALDERMEN MINUTES  
7:00 P.M.  
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on January 19, 2016 at 815 East Broadway, Ashland, Missouri.

Alderman Fasciotti gave the invocation.

Mayor Rhorer called the roll:

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

Ward Two: Jesse Bronson-here, James Fasciotti-here

Ward Three: Rick Lewis-here, Fred Klippel-here

Staff Present: Lyn Woolford, Police Chief/Interim City Administrator, Jeffrey Kays, City Prosecutor and Darla Sapp, City Clerk.

Mayor Rhorer presented the agenda for January 19, 2016 for consideration. Alderman Bronson made motion and seconded by Alderman Klippel to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of January 5, 2016 for consideration. Alderman Fasciotti made motion and seconded by Alderman Bronson to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the Board. No one present wished to appear before the Board.

Mayor Rhorer reported Chad Sayre will not be at the meeting tonight but will be here at the next meeting for a closed session.

Mayor Rhorer presented Council Bill No. 2016-003 for consideration. Mayor Rhorer opened this up for discussion. He reported Commissioner Miller and Commissioner Atwill discussed this at a regional meeting and have decided to postpone their approval until the August ballot in order to not interfere with another ballot measure. He reported he would prefer to place this on the August ballot instead of the April ballot. The Board was in agreement to this amendment. Alderman Fasciotti questioned this ordinance. Mayor Rhorer and Jeffrey Kays explained the local use tax and the fact that it would be just continuing the tax not adding new tax to out of state sales of motor vehicles, trailers, boats and outboard motors. Jeffrey Kays gave an overview of the state statutes reference this matter. Alderman Campbell made motion and seconded by Alderman Bronson to take up, Ordinance No. 2016-003, providing for submission of a proposal to continue application and collection of the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer to the qualified voters of the City for their approval at the municipal election to be held on Tuesday, August 2, 2016. First Reading by title only. Mayor Rhorer called for questions or comments. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Aldermen Elliott-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1052 for consideration. Alderman Campbell made motion and seconded by Alderman Klippel to take up Ordinance No. 1052, an ordinance authorizing the Mayor to

enter into an agreement with Consolidated Public Water District No. 1. Mayor Rhorer reported this is for the Jewel Tea Subdivision. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1053 for consideration. Lyn Woolford, Interim City Administrator reported the solid waste company has decided there needs to be some adjustments in the contract and recommended we postpone this until the contract can be amended. He stated they said they were upside down in their contract with the city. Alderman Bronson made motion and seconded by Alderman Klippel to table Ordinance No. 1053. Mayor Rhorer called for the vote to table this ordinance. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Elliott-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1054 for consideration. Alderman Bronson made motion and seconded by Alderman Fasciotti to table this ordinance. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-absent. Motion carried.

Mayor Rhorer presented a resolution to expend the funds for the 2016 Local Law Enforcement Block grant in the amount of \$8,746.80. Mr. Woolford explained the Board has to authorize the expenditure of the monies. Alderman Bronson made motion and seconded by Alderman Klippel to approve the resolution as presented. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Elliott-absent. Motion carried.

Mayor Rhorer presented a resolution authorizing the Mayor to enter into a contract with Jeffrey Kays for Interim City Attorney for legal services. Mayor Rhorer updated the Board on Mr. Boeckmann's medical leave and said that Jeffrey Kays has agreed to sit in during his absence under the same contract as Mr. Boeckmann. Mr. Kays stated he would be happy to assist during this time. Alderman Campbell made motion and seconded by Alderman Fasciotti to approve the resolution. Mr. Woolford reported Mr. Kays is already on board and has been helping out. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Klippel-aye, Alderman Elliott-absent. Motion carried.

Mayor Rhorer reported the next item on the agenda is discussion of The Baptist Home Development. Alderman Bronson reported he was happy to see so many people at the Fire District meeting and felt there was a lot of good discussion and hope it brings everyone together to discuss this issue. Mayor Rhorer reported he talked with Steve Long of The Baptist Home today on the need to become a part of the community and discussing issues with the taxing entities and how those resources are going to be covered. The Board discussed the tax exempt status of this development and property. Alderman Fasciotti suggested having contract services for this area that is tax exempt. Jeffrey Kays was going to research how the tax exempt status worked on this development. They also discussed having Steve Long present to answer questions the Board may have.

Mayor's Report:  
Mayor Rhorer had no report.

Alderman Fasciotti made motion and seconded by Alderman Klippel to take a break at 7:47 p.m. Motion carried.

Mayor Rhorer called the meeting back to order at 7:53 p.m.

Interim City Administrator Report:

Lyn Woolford gave an update on the utility report from last meeting, clarifying the late fees offset the uncollected utility bills. He reported the hole in the driveway at Sappington Drive has been filled and they are not sure what is going on there but they are monitoring it. Mr. Woolford reported that he included a letter of appreciation on our voluntary efforts in complying with the laws of Missouri and our continued work to improve protection of Missouri citizens and natural resources from DNR. He reported the sewer department is purchasing a digital reactor block to monitor the wastewater levels. He reported this is a proactive approach to keep our levels within the limits. Mr. Woolford presented the 2015 construction activity from Boone County Resource Management. He also reported the fire district is looking into raising their site inspections due to the expense of personnel. He also reported that Verizon is subleasing to American Towers and is asking for approval per contract. Jeffrey Kays explained this to the Board and they were in agreement that the City Administrator could okay this.

Police Chief's monthly report:

Chief Woolford reported the new SUV is working wonderful and the decals are not on due to the cold weather. He reported he is getting a lot of positive feedback on the new SUV from the community. He updated the Board on the construction equipment vandalism on Angel Lane. He reported additional training hour requirements for the police department.

Board of Aldermen's Report:

Alderman Klippel reported that Mr. Woolford and his crew are doing a wonderful job.

Alderman Bronson thanked the public works department for keeping the streets clear and the tap water is clear. He thanked Jeffrey Kays for stepping up while Mr. Boeckmann is out.

Alderman Bronson reported that the planning for Lemonade Daze is moving along and there is a lot of work today on it. Updated the Board on a proposed community garden in Palomino Ridge Park.

Alderman Campbell made motion and seconded by Alderman Klippel to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Elliott-absent, Alderman Lewis-aye. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
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ACCOUNTS PAYABLE CLAIMS					
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10-02-2001	United States Treasure	FED/FICA TAX	1,354.20	9126767	1/22/16
10-02-2002	United States Treasure	FED/FICA TAX	2,188.46	9126767	1/22/16
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	1,106.00	25918	1/22/16
10-02-2010	Missouri Local Government	Lagers - Police	2,239.78	25919	1/22/16
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	81.09	4545	1/22/16
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	5,747.56	4547	1/22/16
10-02-2012	MADISON NATIONAL LIFE	DENTAL INSURANCE	198.46	4549	1/22/16
10-02-2014	NATHAN PATTERSON	HSA	95.08	9126769	1/22/16
10-10-5303	MOSER'S DISCOUNT FOODS	CLEANING SUPPLIES	6.79	4550	1/22/16
10-10-5305	AMERENMO	UTILITIES	175.36	4556	1/28/16
10-10-5360	CENTURY LINK	AVAYA	26.99	4558	1/28/16
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE	12.99	4546	1/22/16
10-10-5670	Data Technologies, Inc.	W-2'S, 1099'S	205.28	4560	1/28/16
10-10-5670	PERSONNEL CONCEPTS	2016 COMPLIANCE POSTERS	179.58	4540	1/21/16
10-10-5670	QUILL CORPORATION	BATTERIES,CHAIRMAT,PRINT ROLL	184.08	4552	1/22/16
10-10-5790	AMERENMO	UTILITIES	21.22	4556	1/28/16
10-10-5840	AMERENMO	UTILITIES	240.98	4556	1/28/16
10-11-5676	Boone County Recorder	RECORDING WREN ESTATES	44.00	4534	1/26/16
10-11-5676	DARLA SAPP	REIMBURSEMENT	19.33	4559	1/28/16
10-15-5070	PROVIDENCE URGENT CARE	A.W. SHOTS	61.00	4551	1/22/16
10-15-5110	LCD UNIFORMS	BALLISTIC VEST CARRIER	108.95	4537	1/21/16
10-15-5110	SOUTHERN UNIFORM & EQUIPMENT	LONG SLEEVE UNDERVEST	69.43	4564	1/28/16
10-15-5110	TRICIA STRAUB	UNIFORM ALTERATIONS	36.00	4554	1/22/16
10-15-5113	MATTHEW BULLARD	LABOR MOVE CAR VIDEO FLASHERS	615.37	4538	1/21/16
10-15-5113	RANDY'S AUTO REPAIR	BRAKE LIGHT SWITCH #601 BATTER	99.99	4542	1/21/16
10-15-5305	AMERENMO	UTILITIES	196.85	4556	1/28/16
10-15-5360	VERIZON	CELL PHONES	339.04	4555	1/22/16
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE	12.99	4546	1/22/16
10-15-5380	DATA RETENTION SERVICES	PICK UP & CATALOG NEW FILES	120.40	4536	1/21/16
10-15-5420	BANKCARD CENTER	SEAT COVERS,TRAINING, POLICE	487.75	4557	1/28/16
10-15-5420	MATTHEW BULLARD	LABOR MOVE CAR VIDEO FLASHERS	165.00	4538	1/21/16
10-15-5420	RANDY'S AUTO REPAIR	BRAKE LIGHT SWITCH #601 BATTER	295.48	4542	1/21/16
10-15-5420	RANDY'S AUTO REPAIR	#602 OIL CHANGE, TIRE REPAIR	57.93	4563	1/28/16
10-15-5670	POCKET PRESS, INC	2016 CRIMINAL & TRAFFIC HAND	125.86	4541	1/21/16
10-15-5670	QUILL CORPORATION	BATTERIES,CHAIRMAT,PRINT ROLL	103.08	4552	1/22/16
10-15-5670	Witt Print Shop	BUSINESS CARDS CREEL	58.00	4565	1/28/16
10-15-5815	BANKCARD CENTER	SEAT COVERS,TRAINING, POLICE	29.98	4557	1/28/16
10-18-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	35.43	4535	1/21/16
10-18-5366	AMERENMO	UTILITIES	11.30	4556	1/28/16
10-18-5367	AMERENMO	UTILITIES	10.24	4556	1/28/16
10-18-5368	AMERENMO	UTILITIES	21.32	4556	1/28/16
10-18-5369	AMERENMO	UTILITIES	26.33	4556	1/28/16
10-18-5371	AMERENMO	UTILITIES	10.24	4556	1/28/16
10-18-5372	AMERENMO	UTILITIES	10.24	4556	1/28/16
10-18-5373	AMERENMO	UTILITIES	10.24	99.91	4556
10-18-5380	JOBSITE SANITARY TOILETS	TOILET RENTAL PARK	78.75	4561	1/28/16
15-16-5458	BANKCARD CENTER	SEAT COVERS,TRAINING, POLICE	149.00	4557	1/28/16
15-16-5458	MARK ALBERTSON	FIREARMS INSTRUCTOR 1/20/2016	60.00	4562	1/28/16
15-16-5458	TACTICAL TRAINING SPECIALTIES	AR:101, RIFLE TRAINING	125.00	4543	1/21/16
20-02-2001	United States Treasure	FED/FICA TAX	66.78	9126767	1/22/16
20-02-2002	United States Treasure	FED/FICA TAX	224.00	9126767	1/22/16

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	68.00	25918	1/22/16
20-02-2010	Missouri Local Government	Lagers - Reg.	251.80	25919	1/22/16
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	10.60	4545	1/22/16
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	665.54	4547	1/22/16
20-20-5305	AMERENMO	UTILITIES	4,008.85	4544	1/22/16
20-20-5305	AMERENMO	UTILITIES	333.32	4556	1/28/16
20-20-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	846.49	4535	1/21/16
20-20-5420	CRAFCO, INC	TIPS, VALUE	97.87	4548	1/22/16
20-20-5420	SAFETY-KLEEN SYSTEMS, INC	USED OIL PICK UP	10.00	4553	1/22/16
20-20-5425	MFA Oil Company	FUEL DEC 2015-STREET	155.80	4539	1/21/16
45-02-2001	United States Treasure	FED/FICA TAX	994.45	9126767	1/22/16
45-02-2002	United States Treasure	FED/FICA TAX	1,625.82	9126767	1/22/16
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	694.00	25918	1/22/16
45-02-2010	Missouri Local Government	Lagers - Reg.	1,836.43	25919	1/22/16
45-02-2012	AFLAC	HEALTH INSURANCE	284.92	25924	1/22/16
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	95.40	25925	1/22/16
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	5,747.56	25928	1/22/16
45-02-2014	COLBY BRANCH	HSA	95.08	9126768	1/22/16
45-30-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	819.52	25921	1/21/16
45-30-5315	AMERENMO	UTILITIES	1,930.84	25937	1/28/16
45-30-5360	VERIZON	CELL PHONES	74.52	25935	1/22/16
45-30-5420	Crown Power & Equipment Co.	GAS STRUT	33.50	25940	1/28/16
45-30-5420	SAFETY-KLEEN SYSTEMS, INC	USED OIL PICK UP	10.00	25934	1/22/16
45-30-5425	BEE LINE SNACK SHOP	FUEL-WATER	293.61	25920	1/21/16
45-30-5628	BOONE QUARRIES	WELL #6	221.18	25939	1/28/16
45-30-5628	Lowe's Business Account	HEATERS WELL #5, LADDER	115.84	25930	1/22/16
45-35-5900	REPUBLIC SERVICES	MONTHLY RECYCLE FEE	544.27	25942	1/28/16
45-40-5226	Mo. Dept. of Natural Resources	SEWER CONNECTION FEE	1,582.89	25931	1/22/16
45-40-5240	PROVIDENCE URGENT CARE	E.E. SHOTS	56.00	25932	1/22/16
45-40-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	688.72	25921	1/21/16
45-40-5315	AMERENMO	UTILITIES	282.61	25937	1/28/16
45-40-5325	AMERENMO	UTILITIES	4,921.77	25937	1/28/16
45-40-5330	AMERENMO	UTILITIES	61.81	25937	1/28/16
45-40-5335	AMERENMO	UTILITIES	301.22	25937	1/28/16
45-40-5340	AMERENMO	UTILITIES	80.87	25937	1/28/16
45-40-5345	AMERENMO	UTILITIES	44.32	25937	1/28/16
45-40-5350	AMERENMO	UTILITIES	113.93	5,806.53	25937
45-40-5420	BANKCARD CENTER	SEAT COVERS, TRAINING, POLICE	52.46	25938	1/28/16
45-40-5420	SAFETY-KLEEN SYSTEMS, INC	USED OIL PICK UP	10.00	25934	1/22/16
45-40-5425	CASEY'S GENERAL STORE, INC.	FUEL DEC 2015 SEWER	277.88	25927	1/22/16
45-40-5676	Boone County Recorder	RECORDING SEWERLINE	666.00	25915	1/22/16
45-40-5676	DARLA SAPP	REIMBURSEMENT	19.33	25941	1/28/16
45-40-5800	Allstate Consultants	WASTEWATER TREATMENT	37,451.20	25936	1/28/16
45-50-5305	AMERENMO	UTILITIES	175.37	25937	1/28/16
45-50-5380	AUSTIN COFFEE SERVICE	COFFEE	12.99	25926	1/22/16
45-50-5380	RICOH USA, INC	RICOH 1/5/16-4/4/16	91.25	25929	1/22/16
45-50-5670	PERSONNEL CONCEPTS	2016 COMPLIANCE POSTERS	179.58	25923	1/21/16
45-50-5670	QUILL CORPORATION	BATTERIES, CHAIRMAT, PRINT ROLL	78.10	25933	1/22/16
TOTAL ACCOUNTS PAYABLE CHECKS			86,962.71		

PAYROLL CHECKS

\*\*\*\* City of Ashland  
 ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS REPORT

\*\*\*\* OPER: JK

FUND	FUND NAME	VENDOR TOTAL	CHECK#	CHECK DATE
10	GENERAL	10,768.52		
20	STREET	1,192.66		
45	UTILITIES	7,991.18		
PAYROLL CHECKS ON 1/22/2016		19,952.36		
TOTAL PAYROLL CHECKS		19,952.36		
**** PAID TOTAL ****		106,915.07		
***** REPORT TOTAL *****		106,915.07		

\*\*\*\* City of Ashland  
 ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS FUND SUMMARY

\*\*\*\* OPER: JK

FUND	FUND NAME	TOTAL	CHECK#	DATE
10	GENERAL	28,092.94		
15	COURT	334.00		
20	STREET	7,931.71		
45	UTILITIES	70,556.42		

## MEMORANDUM

DATE: September 9, 2015

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

The Planning and Zoning Commission recommends the approval of the following Minor Plat, provided the footprint of the planned structures meet all set back requirements to the satisfaction of the City Engineer, Steve Vogler of MECO Engineering, to the City of Ashland Board of Aldermen.

**1. Minor Plat, Parkside Subdivision.**

Minor Plat approval requested by C. Stephen Heying & James G. Nichols, to separate the existing property into three (3) lots on the corner of Ash St. & N. College Ave. for future planned structures.

Megan Young  
Administrative Assistant

AN ORDINANCE APPROVING THE MINOR SUBDIVISION PLAT FOR PARKSIDE  
SUBDIVISION

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WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the Parkside Subdivision at their meeting on September 8, 2015; and

WHEREAS, the Board of Adjustment approved the variance on the lot sizes on their January 4, 2016 meeting as set out on the subdivision plat.

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

Section 1. The subdivision record minor subdivision plat for Parkside Subdivision, sealed August 18, 2015 meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and is approved for filing.

Section 2. The legal description of said subdivision is as follows:

A tract of land located in the Southeast Quarter of Section 10, Township 46 North, Range 12 West of the Fifth Principal Meridian, located in Ashland, Boone County, Missouri being Lot 1 and the East 45 feet of Lot 2 in Block 7 in the Town of Ashland, as shown by the Survey recorded in Book 66, Page 108 and as described in the Warranty Deed recorded in Book 3036, Page 3 of the records of Boone County and further described as follows:

Beginning at the Southeast corner of said Lot 1, Thence along the East line of said Lot 1, N 00°-00'-00"E~ 311.50 feet; Thence, along the North line of said Lots 1 and 2, N88°-42'-00"W~ 120.00 feet; Thence S 00°-00'-00"-E~ 311.50 feet; Thence, along the South line of said lots 1 and 2, S 88°-42'-00" E~ 120.00 feet to the point of beginning, containing 37,370 square feet (or 0.858 acres) in Boone County, Missouri. The tract has been divided into three lots.

Section 3. The City Clerk is hereby instructed to have said plat recorded.

Section 4. This ordinance shall be in full force and effect after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_

COUNCIL BILL NO. 2016-005

ORDINANCE NO.

AN ORDINANCE TO AMEND APPENDIX C-1 OF CHAPTER 14 OF THE CODE OF THE CITY OF ASHLAND TO INCREASE SEWER RATES

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

Section 1. Chapter 14 of the Ashland City Code is hereby amended as follows:

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

**APPENDIX C-1: SEWER RATES**

(A) The base charge for sewer service shall be ~~Thirteen Dollars and Ninety Cents (\$13.90)~~ Eighteen Dollars and Ninety Cents (\$18.90).

Section 2. The increase in sewer rates set forth in Section 1 shall be applied to utility bills sent after April 15, 2016 and is to be used for the debt service.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:  
  
\_\_\_\_\_

AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL TO CONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE MUNICIPAL ELECTION TO BE HELD ON TUESDAY, AUGUST 02, 2016.

WHEREAS, the City has not previously approved and imposed a local use tax under Section 144.757 RSMo; and

WHEREAS, the City is required under the provisions of Section 32.087 RSMo to submit to the qualified voters of the City the question of continuing or repealing the application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; and

WHEREAS, maintaining a local sales tax will continue the policy of eliminating an advantage out-of-state dealerships currently enjoy over local dealerships;

WHEREAS, the City is required to submit the question to its voters no later than the general election in November 2016;

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

Section 1. Pursuant to the provisions of Sections 32.087 RSMo, the Board of Aldermen has determined that it would be appropriate to submit the determination of the issue of whether to continue or repeal application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that are subject to state sales tax under section 144.020 and purchased from a source other than a licensed Missouri dealer to the voters.

Section 2. This proposition shall be submitted to the qualified voters of the City of Ashland, Missouri, for their approval, as required by the provisions of Section 32.087 RSMo, at the election hereby called and to be held in the City of Ashland on Tuesday, the 2<sup>ND</sup> day of August, 2016. The ballot of submission shall contain substantially the following language:

NOTICE OF MUNICIPAL ELECTION

CITY OF ASHLAND, MISSOURI

Shall the City of Ashland continue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer? Continuation of this measure will not result in a reduction of local revenue to provide for vital services for the City of Ashland and it will not place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats and trailers.

YES

NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

Section 3. If the ballot question set forth in Section (2) of this ordinance receives a majority of the votes cast in favor of the proposal, the local sales tax shall continue to apply to the titling of motor vehicles, trailers, boats and outboard motors that were purchased from a source other than a licensed Missouri dealer. If this measure fails, the effective date of the cessation shall be the first day of the second calendar quarter after the election. If a majority of the votes cast are favorable to the ballot question then the local sales tax shall continue to apply to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer.

Section 4. Within ten (10) days after the approval or disapproval of the proposition by the qualified voters of the City of Ashland, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This Ordinance shall be in full force and effect from and after the date of the passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_

## DEVELOPMENT AGREEMENT

This Development Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”) between the City of Ashland, a Missouri fourth class city (“Ashland”) and Alta Vista Properties, LLC, a Missouri limited liability company (“Alta Vista”)

Ashland and Alta Vista agree as follows:

### **1. Definitions:**

The following definitions apply to this Development Agreement:

*Alta Vista Property* means the land described on Exhibit A, which is attached to and made a part of this Development Agreement.

*Ashland’s Engineer* means Allstate Consultants LLC or any other engineer or engineering firm designated by Ashland.

*Columbia* means the City of Columbia, Missouri, a constitutional charter city and the owner of Columbia Regional Airport.

*Connection Fee* means the treatment impact fee plus the collection system fee established by the Ashland Board of Aldermen.

*Connection Fee Credit or CFC* means the amount which is the difference where the minuend is the product of \$351,850 and the Connection Fee Waiver Index and the subtrahend is any Connection Fee that has been waived in favor of Alta Vista pursuant to this Development Agreement [ $(\$351,850 * CFW \text{ Index}) - \text{Connection Fee previously waived} = \text{CFC}$ ].

*Connection Fee Waiver* means a document issued by Ashland assigning the right to connect to Ashland’s sewer system without paying a Connection Fee to the extent that there remains Connection Fee Credit.

*Connection Fee Waiver Index or CFW Index* means the quotient derived where the divisor is the Connection Fee for a one-inch meter that would have been charged by Ashland to a new commercial user of the Ashland waste water system as of the Effective Date and the dividend is the Connection Fee that would be charged for the same user as of the date that a Connection Fee Credit is utilized by Alta Vista. For example, if the Connection Fee would have been \$1,500 on the Effective Date and would be \$1,800 on the date when the Connection Fee Credit is utilized, the CFW Index would be 1.2 ( $1,800 / 1,500 = 1.2$ ).

*Gpd* means gallons per day.

*OSHA* means the United States Occupational Safety and Health Administration.

*Sewer Extension Project* means the extension of Ashland's sewer lines to serve The Baptist Home property, the Columbia Regional Airport property and the Alta Vista Property as shown on Exhibit B, which is attached to and made a part of this Development Agreement. The Sewer Extension Project includes the construction of a force main collection system, pump station and necessary appurtenances.

## **2. Recital of Relevant Facts:**

This Development Agreement is entered into in view of the following facts:

a. On August 5, 2014, the voters of Ashland approved, by a vote of 487 to 151, a waterworks and sewerage system revenue bond issue in the amount of \$7,000,000 to fund sewer system extensions and improvements, including a substantial upgrade to its wastewater treatment facility.

b. Ashland wishes to fund sewer system extensions and improvements by borrowing money under either the Missouri Department of Natural Resources Clean Water State Revolving Fund program or the United States Department of Agriculture Rural Development Water and Waste Disposal Loan and Grant program or in combination with other programs yet to be identified.

c. Ashland's 2015 Facilities Plan for its wastewater collection system and treatment facilities has been approved by Ashland's Board of Aldermen and submitted to and approved by the Missouri Department of Natural Resources.

d. Pursuant to the 2015 Facilities Plan, Ashland intends to replace the current lagoon system with a mechanical wastewater treatment plant (the "Treatment Plant"). The capacity of phase 1 of the Treatment Plant is 600,000 gallons per day. The estimated cost of phase 1 is \$5,685,000. Phase 1 is planned to be completed in May, 2018.

e. Ashland plans to extend a Northeast Area force main to serve The Baptist Home property, as shown on Exhibit B. The estimated cost of this extension is \$1,645,600.

f. Alta Vista wants Ashland to provide sewer service to the Alta Vista Property and is willing to construct the Sewer Extension Project shown on Exhibit B to provide the capacity needed by Alta Vista, subject to the conditions set forth in this Development Agreement. The estimated cost of the extension of the sewer line serving the Airport property to the Alta Vista property is \$939,300, which also includes the force main upgrade along Angel Lane to a capacity suitable for Alta Vista's needs.

**3. Contingencies:** The parties' obligations under this Development Agreement are contingent upon the following:

a. The acquisition by Ashland of all easements necessary for construction of the Sewer Extension Project.

b. Ashland securing financing for its share of the cost of the Sewer Extension Project by obtaining a loan from the Missouri Department of Natural Resources or obtaining a loan from the United States Department of Agriculture or selling Ashland waterworks and sewerage system revenue bonds.

c. All necessary permits for construction of the Sewer Extension Project are received from the applicable governmental authorities, including the Missouri Department of Natural Resources and the United States Environmental Protection Agency.

Ashland will notify Alta Vista when all contingencies have been satisfied. Alta Vista will not begin construction of the Sewer Extension Project until these contingencies have been satisfied.

**4. Construction of Sewer Extension Project:**

a. Alta Vista will construct the Sewer Extension Project in accordance with plans and specifications ("Sewer Plans") provided by Ashland and in accordance with the terms of this Development Agreement.

b. The parties will cooperate to secure all necessary governmental permits and approvals.

c. Ashland's Engineer shall have access to the construction area at all times to insure that the Sewer Extension Project is constructed in accordance with the Sewer Plans.

d. Alta Vista will complete the Sewer Extension Project within 12 months of receiving notice from Ashland that all contingencies set forth in paragraph 3 have been satisfied.

e. When construction of the Sewer Extension Project is complete pursuant to the Sewer Plans as determined in the reasonable discretion of Ashland's Engineer, Alta Vista will convey ownership of the sewer line, pump station and appurtenances to Ashland by quit claim deed.

## **5. Bidding and Selection of Contractor:**

a. Alta Vista will solicit bids for construction of the Sewer Extension Project from at least three contractors of Alta Vista's choice. The call for bids will:

- include the applicable Annual Wage Order obtained from the Missouri Division of Labor Standards and a statement that the Sewer Extension Project is subject to the provisions of the Missouri Prevailing Wage Act;
- specify that the OSHA training requirements of Section 292.675 RSMo apply;
- require that contractor submit an e-verify affidavit with the bid.
- include a statement that the contract will require insurance that indemnifies Ashland and its agents, employees and successors against any and all claims related to the construction of the Sewer Extension Project.

b. Alta Vista and a representative of Ashland will review the bids and Alta Vista shall select the bidder with the lowest and best bid. If Alta Vista selects a bidder that is not the lowest responsible bidder, the award of the bid by Alta Vista is subject to the approval of the Ashland Board of Aldermen, which approval shall not be unreasonably withheld.

c. If the lowest and best bid includes a cost for the Sewer Extension Project that is 5% or more than the estimated cost of \$3,270,800, either party may terminate this Development Agreement by giving the other party written notice of termination. Such notice must be given no later than fifteen days after bids have been reviewed by both parties.

## **6. Construction Contract Requirements:**

The contract between Alta Vista and the contractor awarded the bid shall include the following:

a. A stipulation that not less than the Missouri prevailing hourly rate of wages shall be paid to all workers performing work under the contract; a statement setting forth the penalties for violations of the Missouri Prevailing Wage Act; and a statement that contractor and all subcontractors will comply with the notice, record keeping and all other requirements of the Missouri Prevailing Wage Act.

b. A provision requiring the contractor to comply with the requirements of Section 292.675 RSMo and provide a ten hour OSHA-approved construction safety program for its employees working onsite on the Sewer Extension Project. The contractor must require all subcontractors to observe the same safety program requirements.

c. A provision requiring the contractor to comply with Section 285.530 RSMo and not knowingly employ an unauthorized alien to perform work within the State of Missouri. The

contractor must provide an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The contractor must require all subcontractors to observe the same prohibition of employing unauthorized aliens and provide a sworn affidavit affirming that the subcontractor's employees are lawfully present in the United States.

d. The insurance requirements of the contract shall include a provision that contractor carry commercial general liability insurance that covers all operations by or on behalf of the contractor, providing insurance for bodily injury liability and property damage liability in the minimum amount of \$2,750,000 for all claims arising out of a single occurrence and \$410,000 for any one person in a single occurrence. Contractor must provide Alta Vista with a certificate of insurance showing liability coverage that meets or exceeds the minimum requirements and that names Ashland as an additional insured against any and all claims and shall indemnify Ashland and all its employees and agents. Alta Vista will provide a copy of this certificate to Ashland.

e. A statement that Ashland is a third party beneficiary of the contract.

f. A statement that contractor warrants to Alta Vista and Ashland that material and equipment furnished under the contract will be of good quality and new and that all work will be free from defects and that the work will conform to the requirements of the contract and the Sewer Plans.

g. A provision requiring a one year correction period beginning when the sewer extension is dedeed to Ashland. Contractor will be responsible for any repairs or replacements caused by defective material, workmanship or equipment that, in the commercially reasonable judgment of Ashland's Engineer, shall become necessary during the one year correction period. If the contractor fails to begin making the repair or replacement within ten days of receiving notice from Ashland of the need of repair or replacement, or fails to expeditiously complete such repair or replacement, or in the case of an emergency, Ashland may make the repair or replacement at contractor's expense.

h. A requirement that contractor provide a payment and performance bond protecting Alta Vista and Ashland.

i. The parties agree that the Missouri Department of Natural Resources and the funding agencies may have requirements and contract provisions that will be included in the agreement with the contractor.

## **7. Cost Sharing and Payment for Sewer Extension Project:**

a. The estimated cost of the Sewer Extension Project is \$3,270,800. Ashland and Alta Vista will share this cost as follows:

Ashland	\$2,331,500	71%
Alta Vista	\$939,300	29%

The amounts to be paid by Ashland and Alta Vista will be adjusted based on actual project costs; however, in no event shall Alta Vista be required to pay an amount that is more than 5% higher than 29% of the actual amount of the accepted bid for the Sewer Extension Project. Ashland will pay 71% of actual costs and Alta Vista will pay 29% of actual costs.

b. Ashland will make monthly progress payments to Alta Vista based upon progress estimates of completed work submitted by Alta Vista and approved by Ashland's Engineer in its commercially reasonable discretion. Such payments shall be made no later than 30 days following Ashland receiving a request for payment from Alta Vista. Alta Vista must provide lien waivers for the costs of materials and services being paid with such progress payments from all persons supplying such materials or services for the Sewer Extension Project when submitting estimates of completed work.

d. Ashland will retain ten percent (10%) of the amount of each progress payment. Ashland will make the final payment, including the amounts retained, when Ashland's Engineer, in its commercially reasonable discretion, certifies that the Sewer Extension Project has been completed pursuant to the Sewer Plans and Alta Vista has provided to Ashland lien waivers from all persons supplying materials or services for the Sewer Extension Project and Alta Vista has given Ashland copies of affidavits from the contractor and all subcontractors certifying compliance with the Prevailing Wage Act.

### **8. Connection Fee Waiver:**

a. Ashland, in consideration of Alta Vista paying the cost of extending Ashland's sewer system to serve the Alta Vista Property, will assign to Alta Vista the Connection Fee Waiver.

b. The Connection Fee Waiver in whole or in any number or parts and on any number of occasions may be transferred to others and may be used for any property that is served by Ashland's sewer collection system and wastewater treatment plant.

c. The methods and procedures associated with the transfer or assignment of all or any part of the Connection Fee Waiver shall be subject to rules and regulations established by Ashland's Board of Aldermen. These rules and regulations shall include a system of tracking ownership of the Connection Fee Waiver, but shall not prohibit Alta Vista's ability to freely transfer or assign its rights under the Connection Fee Waiver.

d. The Connection Fee Waiver will not have an expiration date and will be honored so long as there remains Connection Fee Credit. For example, if Alta Vista first exercised its right to pay a Connection Fee with Connection Fee Credit on 1/1/2020 and the amount was \$100,000 and the CFW Index was 1.1, the Connection Fee Credit remaining on 1/2/2020 would be

\$287,035 ( $\$351,850 * 1.1 - \$100,000$ ). If on 1/1/2021 Alta Vista again exercised its right to pay a Connection Fee with Connection Fee Credit and the amount was \$100,000 and the CFW Index was 1.2, the Connection Fee Credit remaining on 1/2/2021 would be \$222,220 ( $\$351,850 * 1.2 - \$100,000 - \$100,000$ ).

e. Connection Fee Credit may be used to pay all or part of the current or future Connection Fee for land uses other than single family residences.

**9. Reserve Capacity:**

a. In further consideration of Alta Vista performing its obligations under this Development Agreement, Ashland agrees to reserve 50,000 gpd (“Reserved Capacity”) in flow capacity into the Treatment Plant for the use or assignment by Alta Vista. Upon the use or assignment of any of the Reserved Capacity, Alta Vista shall record in the Boone County Records information (“Memorandum of Reserved Capacity”) showing the remaining Reserved Capacity in a form substantially similar to Exhibit C to this Development Agreement. Initially, Ashland will reserve 15,000 gpd in the existing lagoon treatment system for the use or assignment by Alta Vista upon completion of the sewer force main extension.

b. If the estimated amount of sewerage generated by any proposed use of the Alta Vista Property would exceed the remaining Reserved Capacity, so long as Alta Vista will be responsible for the cost of upgrading Ashland’s Treatment Plant to handle the increased flow, Ashland agrees to diligently seek to obtain all necessary permits and approvals for upgrading the Treatment Plant and take all such other reasonable action as may be required to cause such upgrading.

**10. Notices:** Any notice given under this Development Agreement shall be in writing and either hand-delivered or sent by certified or registered U.S. mail to the following:

If to Ashland: Mayor  
109 East Broadway  
Ashland, MO 65010

If to Alta Vista: Alta Vista Properties  
5875 West Van Horn Tavern Rd.  
Columbia, MO 65203

With copy to: Robert N. Hollis  
Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C.  
1103 E. Broadway  
Columbia, MO 65201

Either party may change the address to which its notices shall be sent by giving notice to the other party. Mailed notice will be considered received two business days after the notice is mailed.

**11. Recording:** Ashland will record this Development Agreement with the Boone County Recorder of Deeds when and if the contingencies listed in Section 3 are satisfied.

**12. Third Party Beneficiaries:** This Development Agreement is solely for the benefit of the parties. There are no third party beneficiaries.

**13. Jurisdiction and Venue:** Any legal action arising out of this Development Agreement shall be brought in the Boone County Circuit Court.

**14. Assignment:** Alta Vista's obligation to construct the Sewer Extension Project shall not be assigned without the express written consent of Ashland.

**15. Binding Effect; Agreement to Run with the Land:** The benefits and obligations of this Development Agreement shall run with the Alta Vista Property and shall be binding on the parties and their successors and assigns.

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

City of Ashland

Alta Vista Properties, LLC

By: \_\_\_\_\_  
Gene Rhorer, Mayor

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

Attest:

By: \_\_\_\_\_  
Darla Sapp, City Clerk

State of Missouri     )  
                                  ) ss.  
County of Boone     )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared Gene Rhorer, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is the mayor of the City of Ashland, Missouri and that he has executed this document on behalf of the City of Ashland as the free act and deed of that City, and that he is duly empowered by the City of Ashland to execute this document on behalf of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year written above.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

State of Missouri     )  
                                  ) ss.  
County of Boone     )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of Alta Vista Properties, LLC, that he executed this document on behalf of Alta Vista Properties, LLC as the free act and deed of the company, that the foregoing is binding in all respects upon the company, and that he is duly empowered to enter into this document on behalf of Alta Vista Properties, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year written above.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit A

Alta Vista Property

Exhibit B

Sewer Extension Project

Exhibit C

Reserved Capacity



***THE CITY OF ASHLAND, MISSOURI***

**February 2, 2016, City Administrator**  
**Report to the Board of Aldermen**

**TOPICS**

1. Republic Trash Service Contract
2. McDonalds Progress
3. Tiny Houses
  - a. Inquiry to City Hall as to whether a Tiny House would be acceptable for short term living
4. Fire Inspection Expense Revision
5. Utility Billing Form Upgrade
  - a. Included
6. 2017 Budget Planning
  - a. Work continues to formulate income and expenditures
  - b. Draft completion set for March 1
  - c. Workshops before each Board meeting in March
  - d. Budget approval readings in April



**City of Ashland**  
 P.O. Box 135  
 Ashland, MO 65010  
 (573) 657-2091

ACCOUNT NUMBER

PLEASE PAY	ON OR BEFORE	▶
	AFTER	▶

*Address*

PLEASE RETURN THIS PORTION WITH PAYMENT



**City of Ashland**  
 P.O. Box 135  
 Ashland, MO 65010  
 (573) 657-2091

SERVICE FROM	TO
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SERVICE CODE	PRESENT READING	PREVIOUS READING	MULT.	USAGE	AMOUNT
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ACCOUNT #:

SERVICE ADDRESS:

DUE DATE	PAY THIS AMOUNT BY DUE DATE	PAY THIS AMOUNT AFTER DUE DATE