

GOVERNMENT FUNDS

Government Funds are made up of a variety of sources including taxes, fees, service billings, earned interest, grants and donations. The City departments assigned to the General Fund are:

City Administration (10-10-****), Community Development (10-11-****), Police (10-15-****), and Park (10-18-****).

REVENUES IN THE GENERAL FUND (10-10-4***)

The majority of revenue in the general fund consists of taxes and fees. Property Tax represents a levy on the assessed value of real and personal property. Sales tax is a .01 cent tax, Franchise Fees are charges to service providers for the right to operate within the municipal boundaries of the City. The City has three providers that charge 5% and one that charges 3%.

10-10-4000	PROPERTY TAX REAL & PERSONAL	\$160,000.00
10-10-4010	1% LOCAL SALES TAX	\$350,000.00
10-10-4011	FINANCIAL INSTITUTION TAXES	\$100.00
10-10-4012	SURTAXES	\$5,000.00
10-10-4135	WIRE LEASE AGREEMENTS	\$46,000.00
10-10-4155	3% GROSS RECEIPTS CHARTER COMMUNICATION	\$11,000.00
10-10-4160	3% GROSS RECEIPTS AMEREN MO	\$175,000.00
10-10-4165	3% GROSS RECEIPTS BOONE ELECTRIC	\$22,000.00
10-10-4170	5% GROSS RECEIPTS MOBILE TELEPHONE	\$80,000.00

Another source of revenue in the General Fund is interest earned on the general banking account. Additional miscellaneous revenue consists of fees for making copies of documents and compensation for bookkeeping services for the Learning Garden. Our Liquor and Merchant Licenses are renewed before July 1st of each year. In FY16, nine liquor licenses were purchased. These involved the Cattlemen

Days Rodeo and catering for special events. Seventy-one business licenses were purchased FY16.

10-10-4020	INTEREST INCOME	\$7,000.00
10-10-4140	MISCELLANEOUS INCOME	\$2,500.00
10-10-4600	LIQUOR & MERCHANTS LICENSES	\$2,500.00
	TOTAL GENERAL REVENUE	\$861,100.00

EXPENSES IN THE GENERAL FUND (10-10-5*)**

The general fund expenditures are divided into four departments; General Administration, Community Development, Police and Parks & Recreation. Payroll and benefits make up the majority of the expenses in the general administration budget. This portion of the budget consists of salaries (increase of 3% or .50), taxes, LAGERS 3.6% (the city retirement system), health insurance and workman's compensation. For FY17, the City's health insurance premium was reduced because the employee deductible was increased from \$500.00 to \$1,000.00. The FY17 workman's compensation projection is .44 per every \$100.00 of an employee's salary. 35% of the City Administrator's salary and benefits are included with the total salary package for the City Clerk and City Treasurer.

10-10-5000	SALARIES	\$120,331.00
10-10-5010	PAYROLL TAXES	\$9,206.00
10-10-5020	LAGERS 3.6	\$4,332.00
10-10-5030	HEALTH INSURANCE	\$20,495.00
10-10-5040	WORK COMP INSURANCE	\$590.00

The City Administrator, City Clerk and City Treasurer attend seminars and conferences throughout the year.

Office staff person is allotted \$100.00 annually for City of Ashland attire. Aldermen training in the spring is included in general professional training. The City is also a member of the Southern Boone Chamber of Commerce, Government Finance Officers Association, Missouri City Clerks Association, the Mid Missouri Regional Planning Commission and Missouri Municipal League. Each have designated account codes for their membership fees.

10-10-5110	UNIFORMS	\$300.00
10-10-5115	PROF. TRAINING/MILEAGE	\$7,000.00
10-10-5120	PROF. MEMBERSHIP	\$2,000.00
10-10-5121	MMRCOG	\$1,200.00
10-10-5122	MML	\$800.00

Legal Fees

Our City Attorney budget is based per hour (\$125.00) same has prior fiscal year.

10-10-5210	LEGAL FEES-CITY ATTORNEY	\$25,000.00
-------------------	---------------------------------	--------------------

Property Insurance

This account code consists of all the City's insurance. The City general insurance policy is underwritten by Savers' Property & Casualty Insurance Company and brokered by Winter-Dent. The policy is broken down into Property, General, Liability, Automobile, Crime, Inland Marine and Umbrella.

10-10-5205	PROPERTY/AUTO INSURANCE	\$57,600.00
-------------------	--------------------------------	--------------------

General operations of the City consists of Utilities, Service Agreements, Maintenance & Improvements, Operations/Supplies and the City Audit, etc. These accounts allow the City to conduct daily operations. The operation of City Hall includes electric, gas, phones, emergency preparedness (siren) and new this FY17 is public safety (street lights).

In order for the City to meet the expectations of its many constituents the City has several service agreements in place to meet operational goals. The City currently has an agreement for Information Technology services, software support and licensing agreements along with printing, mailing, copier lease, etc. The City also frugally purchases office supplies, postage, advertising and other miscellaneous expenditures related to general administration of the City.

10-10-5215	CITY AUDIT	\$11,200.00
10-10-5240	MISCELLANEOUS EXPENSE	\$750.00
10-10-5300	MAINT. & IMPROVEMENTS	\$3,000.00
10-10-5303	OPERATIONS/SUPPLIES	\$500.00
10-10-5305	UTILITIES	\$2,700.00
10-10-****	PUBLIC SAFETY	\$65,000.00
10-10-5360	TELEPHONE	\$2,400.00
10-10-5380	SERVICE AGREEMENTS	\$15,500.00
10-10-5638	ADVERTISING	\$2,500.00
10-10-5640	DRUG & ALCOHOL TESTING	\$150.00
10-10-5643	ELECTION FEES	\$10,000.00
10-10-5670	OFFICE & PRINTING SUPPLIES	\$3,000.00
10-10-5680	POSTAGE	\$1,500.00
10-10-5790	EMERGENCY PREPAREDNESS	\$300.00
10-10-5835	COMPUTERS MAINTENANCE	\$3,760.00
10-10-5815	SMALL EQUIPMENT	\$1,800.00
10-10-5840	CHRISTMAS LIGHTS	\$400.00
	TOTAL GENERAL EXPENSES	\$373,314.00

TOTAL GENERAL REVENUE/EXPENSES \$487,786.00

COMMUNITY DEVELOPMENT REVENUE (10-11-4*)**

The City of Ashland in FY 2017 anticipates 33 new residential building permits; collecting \$10,000.00 dollars for planning and zoning applications, rezoning applications, conditional use permits, new plats, re-plats, public hearings, etc. Infrastructure development fees include concrete testing and wastewater testing. Processing fees are revenue collected to cover administrative costs.

10-11-4110	BUILDING PERMITS	\$25,000.00
10-11-4112	PLANNING & ZONING APPLICATIONS	\$10,000.00
10-11-4113	PROCESSING FEES	\$1,650.00
10-11-4122	INFRASTRUCTURE DEVELOPMENT	\$3,000.00
	TOTAL COMMUNITY DEVELOPMENT REVENUE	\$39,650.00

COMMUNITY DEVELOPMENT EXPENSES (10-11-5***)

Expenses in community development pay building permit fees to the County of Boone, Boone County recording costs, engineering services, advertising and the current 5 year agreement with the YMCA which will be in its' second year in FY 17.

10-11-5130	BUILDING PERMITS	\$25,000.00
10-11-5135	PLANNING & ZONING APPLICATIONS	\$10,000.00
10-11-5380	SERVICE AGREEMENTS	\$10,000.00
10-11-5676	COUNTY RECORDING	\$200.00
10-11-5678	INFRASTRUCTURE DEVELOPMENT	\$3,000.00
10-11-5679	RPC TRANSPORTATION PLAN	\$4,500.00
	TOTAL COM DEV EXPENSES	\$52,700.00

COMMUNITY DEVELOPMENT REVENUE/EXPENSES -\$13,050.00

POLICE REVENUE (10-15-4***)

Our Police Department employs the most personnel of all the City segments. Police protection is provided to the community on a 24/7/365 basis. Additionally, Police Officers are assigned to special events such as the Lemonade Days, Cattlemen Days Rodeo, High School sports activities and gun shows. Events not sponsored by the City of Ashland are billed for a police presence.

Revenue includes the categories below while expenses consist of personnel (67%), Health Insurance (11%) training, equipment, vehicle maintenance, fuel and day to day operating expenses (electricity, telephone, heating and cooling).

The Police Officers Standards for Training (P.O.S.T.) commission mandates annual criteria for maintaining Missouri law enforcement certification in addition to compliance with Court Rulings. Recent changes resulting from the events in Ferguson, Missouri, have increased in- service training requirements from 48 hours every 3 years to 24 hours of annual, continuing education. The P.O.S.T. commission provides \$500 annually to the City of Ashland to assist with attaining these requirements.

10-15-4331	P.O.S.T.	\$500.00
10-15-4332	DEPT. OF JUSTICE BALLISTIC VEST PROGRAM GRANT	\$800.00
10-15-4410	FINGERPRINT SERVICES	\$50.00
10-15-4413	RECOUPMENT FEES	\$800.00
10-15-4418	POLICE REPORTS	\$175.00
10-15-4419	OFF DUTY EMPLOYMENT	\$3,500.00
	TOTAL POLICE REVENUE	\$5,825.00

POLICE EXPENSES (10-15-5*)**

Payroll and benefits always make up the majority of the expense in the Police Budget. In addition to the hourly wages paid (increase of 3% or .50), payroll taxes, LAGERS 3.10% (the city retirement system), health insurance and workman's compensation are additional personnel expenses. Workman's compensation for the police department is projected to be \$8.00 per every \$100.00 of an employee's salary.

This fiscal year, the Police Chief's salary is composed of 65% funding from the Police budget and 35% from the Administration budget. The remaining Police Department staff consists of 5 full time officers, 1 part time officer, 6 reserve officers and a police clerk. Full time personnel turnover has not occurred since November of 2014.

10-15-5000	OFFICER WAGES	\$258,000.00
10-15-5001	OVERTIME WAGES	\$2,000.00
10-15-5003	OFF DUTY EMPLOYMENT	\$3,500.00
10-15-5005	RESERVE OFFICERS	\$3,000.00
10-15-5010	PAYROLL TAXES	\$20,426.00
10-15-5020	LAGER 3.10	\$8,169.00
10-15-5030	HEALTH INSURANCE	\$49,273.00
10-15-5040	WORK COMP INSURANCE	\$21,360.00
10-14-5000	POLICE CLERK WAGE	\$27,768.00
10-14-5010	POLICE CLERK PAYROLL TAXES	\$2,125.00
10-14-5020	POLICE CLERK LAGERS	\$1,278.00
10-14-5030	HEALTH INSURANCE	\$8,721.00
10-14-5040	WORK COMP INSURANCE	\$123.00

10-15-5105	POLICE HIRING	\$100.00
10-15-5110	UNIFORMS/EQUIPMENT	\$3,000.00
10-15-5112	AMMUNITION	\$1,500.00
10-15-5113	SPECIAL EQUIPMENT/ MISC.	\$1,500.00
10-15-5115	PROF. TRAINING/MILEAGE	\$3,000.00
10-15-5120	PROF. MEMBERSHIP	\$100.00
10-15-5125	SAFETY EQUIPMENT	\$1,000.00
10-15-5240	MISCELLANEOUS	\$600.00

General operation of the Police Department also includes service agreements for monthly online training, body camera audio-video storage, police records management licensing, police records archiving, postage, copier leasing, and mobile data terminal software and licensing. Money is also set aside for building maintenance and improvements (police space in our city hall in addition to the police car garage). The Police Utility account includes expenses to fund one third of the City Hall utilities and all of the electric costs at the police garage.

10-15-5300	BUILDING MAINTENANCE & IMPROVEMENTS	\$500.00
10-15-5305	UTILITIES	\$2,500.00
10-15-5360	TELEPHONES	\$8,800.00
10-15-5380	SERVICE AGREEMENTS	\$9,000.00

The Police vehicle and equipment maintenance account remains steady with past major expenses being tires, repairs to the interior climate controls on the older vehicles and rebuilds of two of the aging portable radios.

Currently, the fleet is comprised of a 2010 Crown Victoria, a 2011 Crown Victoria, a 2013 Taurus, a 2014 Taurus and a 2016 Explorer. The 2010 Crown Victoria, assigned to the Police Chief, has the most miles at 97,000. There are no plans to purchase a police vehicle in the FY17 budget. A new vehicle purchase is slated for the FY18 fiscal year to replace the 2011 Crown Victoria.

Production of the electronic control weapon (X26 Taser) assigned to the Ashland Officers has been discontinued. Service is still available for the ECW during this phase out period. The manufacturer has a trade in program for the new version which reduces the purchase price by \$300. Rather than an immediate, overall upgrade of all units, our discontinued models will be gradually replaced through the trade in program.

A similar situation exists with the portable radios assigned to each officer. Motorola has discontinued our model in use. Service remains available for a limited time. As an initial remedy, grant money was pursued and awarded for the purchase of two new radios. Additional upgrades will include budgetary funds and hopefully, more grant money.

10-15-5420	VEHICLE & EQUIPMENT MAINTENANCE	\$12,000.00
10-15-5425	VEHICLE & EQUIPMENT FUEL	\$18,000.00
10-15-5640	DRUG & ALCOHOL TESTING	\$250.00
10-15-5670	OFFICE & PRINTING SUPPLIES	\$3,000.00
10-15-5680	POSTAGE	\$500.00
10-15-5810	CAPITAL EQUIPMENT	\$1,000.00
10-15-5815	SMALL EQUIPMENT	\$1,500.00
10-15-5835	COMPUTERS MAINTENANCE	\$6,266.00

10-15-5851	P.O.S.T.	\$500.00
10-15-5852	BVP GRANT	\$800.00
	TOTAL POLICE EXPENSES	\$481,159.00

POLICE REVENUE/EXPENSES ~~-\$475,334.00~~

PARKS & RECREATION REVENUE (10-18-4*)**

The Parks & Recreation Fund has only one source of revenue; that being donations from the three shelters at the city park.

10-18-4335	PARK DONATIONS	\$500.00
	TOTAL PARK REVENUE	\$500.00

PARKS & RECREATION EXPENSES (10-18-5*)**

Payroll in the park fund consists of two seasonal help employee's for mowing and the upkeep of facilities. Workmen's Comp Insurance is .7 for every \$100.

10-18-5000	SALARIES	\$00.00
10-18-5001	SUMMER SALARIES	\$10,080.00
10-18-5010	PAYROLL TAXES 7.65	\$772.00
10-18-5020	LAGERS 3.6	\$00.00
10-18-5030	HEALTH INSURANCE	\$00.00
10-18-5040	WORK COMP INSURANCE .7	\$71.00
10-18-5110	UNIFORMS	\$00.00
10-18-5125	PERSONAL SAFETY EQUIPMENT	\$00.00

The City's Park operations consists of Utilities, Service Agreements, Equipment Operations, and Park Operations.

The Utility accounts includes park lighting located at North College Street, Palomino Ridge, the restrooms, shelters, the ballfield lights and the community pool.

10-18-5300	BUILDING MAINTENANCE & IMPROVEMENTS	\$400.00
10-18-5305	UTILITIES	\$836.00

10-18-5366	501 MUSTANG	\$187.00
10-18-5367	BASS	\$187.00
10-18-5368	PARK RESTROOM/SHELTER	\$374.00
10-18-5369	CITY PARK POND AERATOR	\$352.00
10-18-5371	BALLFIELD	\$385.00
10-18-5372	COMMUNITY PARK POOL	\$165.00
10-18-5373	COMMUNITY PARK N. COLLEGE	\$198.00
10-18-5420	VEHICLE & EQUIP MAINTENANCE	\$1,400.00
10-18-5425	VEHICLE & EQUIPMENT FUEL	\$2,500.00

The Park Board has requested items for Fiscal Year 2017 consideration. In order of importance the Park Board would like to see:

1. two new grills to replace the older grills located at the end of the shelters,
2. A watering hydrant installed at Ashland Ridge Park in Palomino,
3. Additional mulch and the removal of tree stumps in the city park.

As part of the City's recreation program, Ashland has an agreement with the local Optimist Club to help support the operations of the community pool.

10-18-5610	PARK MAINTENANCE & MATERIALS	\$5,000.00
10-18-5612	PARK VANDALISM	\$750.00
10-18-5810	CAPITAL EQUIPMENT	\$1,300.00
10-18-5380	SERVICE AGREEMENTS	\$3,900.00

The city provides flags for the Avenue of Flags displayed on North Henry Clay Avenue. This consists of one P.O.W. Flag and 24 American Flags. Flags are replaced as they become weathered. Additionally, Ashland maintains the three flags that are flown at the City Park, Ashland Ridge Park and City Hall.

10-18-5241	FLAG FUND	\$900.00
10-18-5240	MISCELLANEOUS FUND	\$100.00

Special Events in our town include events sponsored by the Park Board throughout the year. Currently, there are four main events:

1. The Annual Easter Egg Hunt;
2. The Fourth of July Parade;
3. The Christmas Tree Lighting event held the first Friday of December during Home for Holidays;
4. The first Annual Lemonade Daze which replaced the Ashland Fall Festival which is the second Saturday in June.

10-18-5950	LEMONADE DAZE	\$3,000.00
10-18-5951	EASTER EGG HUNT	\$200.00
10-18-5952	TREE LIGHTING	\$200.00
	TOTAL PARK EXPENSES	\$33,257.00

PARK REVENUE/EXPENSES -32,757.00

TOTAL GENERAL REVENUE MINUS EXPENSE SUMMARY

GENERAL	\$487,786.00
COMMUNITY DEVELOPMENT	-\$13,050.00
POLICE	-\$475,334.00
PARKS	-\$32,757.00
TOTAL	-\$33,355.00
CARRY OVER FROM PREVIOUS YEARS	\$33,355.00
TOTAL	\$00.00

COURT FUND

The City enforces its Municipal Laws through the 13th Judicial Circuit. Fines and fees that are assessed by the Judge are deposited and expensed through the "Court" fund. Fine money becomes general revenue while fees collected have dedicated funding ie: the law enforcement training fee can only be spent on law enforcement training.

COURT REVENUES (15-16-4***)

The Municipal Court collects eight fees/fines, associated with any civil or criminal proceedings. These costs are the Court Automated Fee, Law Enforcement Training Fee (L.E.T.), the Crime Victims Compensation Fee, a State Clerk's Fee, a County Clerk's Fee, the Sheriff's Retirement Fee and the fines for Municipal Violations and Traffic Violations (MTV). These costs are collected both at Boone County Courthouse and the City of Ashland, depending upon if a Court appearance is required. The monetary amount received by the City is dependent upon the number of traffic summons issued and arrests made.

The Court Automated Fee, State Clerk's Fee, County Clerk's Fee and Sheriff's Retirement Fee are amounts if collected at City Hall are forwarded to the appropriate fund. The City's Prosecuting Attorney is paid by the Municipal Court Fines and MTV Court Fines.

PROJECTED FY17 FEES AND FINES TO BE COLLECTED

15-16-4450	COURT AUTOMATED	\$588.00
15-16-4452	STATE CLERK FEE	\$1,008.00
15-16-4454	COUNTY CLERK FEE	\$252.00
15-16-4456	CRIME VICTIM COMPENSATION	\$630.00
15-16-4458	L.E.T. REVENUE	\$1,304.00
15-16-4459	INMATE DETAINEE SECURITY	\$720.00
15-16-4460	MUNICIPAL COURT FINES	\$5,000.00
15-16-4461	MTV COURT FINES	\$10,000.00
15-16-4462	SHERIFF'S RETIREMENT FUND	\$252.00
	TOTAL COURT REVENUE	\$19,754.00

COURT EXPENSES (15-16-5*)**

15-16-5240	COURT MISCELLANEOUS	\$00.00
15-16-5448	LEGAL FEES PROSECUTING ATTORNEY	\$12,000.00
15-16-5450	COURT AUTOMATED FUND	\$588.00
15-16-5452	STATE CLERKS FEE	\$1,008.00
15-16-5454	COUNTY CLERKS FEE	\$252.00
15-16-5456	CRIME VICTIM COMPENSATION	\$598.92
15-16-5458	LAW ENFORCEMENT TRAINING	\$5,055.08
15-16-5460	SUBPOENAED EMPLOYEES	\$00.00
15-16-5462	SHERIFF'S RETIREMENT FUND	\$252.00
	TOTAL COURT EXPENSES	\$19,754.00

	TOTAL COURT REVENUE	\$19,754.00
	TOTAL COURT EXPENSES	\$19,754.00
	TOTAL	\$00.00

**CITY OF ASHLAND
815 E. BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, MARCH 15, 2016
7:00 P.M.**

There will be a Budget Workshop to review the Proposed 2016-17 General, Parks, Community Development, Court and Police Budget at 6:30 p.m.

Call regular meeting to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 3-15-2016 agenda: **Action:** _____
2. Consideration of the meeting minutes of 3-01-2016: **Action:** _____

APPEARANCES

3. Proclamation for Southern Boone Lady's Eagle Basketball Team
4. Proclamation for Southern Boone Boys' Soccer Team
5. Chris Felmlee, Superintendent Southern Boone Schools-presentation on Proposed Bond Issue
6. Anyone wishing to appear before the Board on an item not on the agenda

APPOINTMENTS

7. None

COUNCIL BILLS

8. Council Bill No. 2016-010, an ordinance entering into a master services agreement with Midwest Computech, Inc. First Reading by title only. **Action:** _____
9. Council Bill No. 2016-011, an ordinance entering into a Man-It Service Level Agreement with Midwest Computech, Inc. First Reading by title only. **Action"** _____

ORDINANCES

10. None

RESOLUTIONS

11. None

OTHER

12. Discussion of repealing Chapter 27; Animal Control; Section 27.180 Keeping of Pit Bull Dogs Prohibited. **Action:** _____

REPORTS

- 13. Mayor's Report
- 14. Police Chief monthly Report
- 15. Interim City Administrator's Report
- 16. City Attorney's Report
- 17. Board of Aldermen's Report
- 18. 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: 3-11-2016

City Hall and website: www.ashlandmo.us

TUESDAY, MARCH 1, 2016
BOARD OF ALDERMEN MINUTES
7:10 P.M.
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:10 p.m. on March 1, 2016 at 815 East Broadway, Ashland, Missouri.

Alderman Klippel gave the invocation.

Mayor Rhorer called the roll:

Ward One: George Campbell-aye, George Elliott-aye
Ward Two: Jesse Bronson-aye, James Fasciotti-aye
Ward Three: Rick Lewis-aye, Fred Klippel-aye

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

Mayor Rhorer presented the agenda of March 1, 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 February 16, 2016 for consideration. Alderman Fasciotti made motion and seconded by Alderman Lewis to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer called for the Representative from Republic Services on the proposal for solid waste pickup. Lillian Kinard, Municipal Manager, gave a presentation on the proposed fee increase, service changes and recycling. She stated she has been working with the City on different options that work for the City, residents and Republic Trash Service. She presented the first option of mandatory trash service which includes free curbside recycling for trash serviced 1 times a week and all in one recycling services once a week at a cost of \$13.50 per home with a 3 percent increase and contract terms of 5 years with an annual rollover options available. She reported this does not include the administrative fees charged by the City. The second option is mandatory trash services for residential two times a week with the centrally located roll off container for all in one recycling to be serviced five times a week at a cost of \$14.00 per home with a 3 percent increase and contract terms of five years with annual roll over options available. Ms. Kinard presented the commercial rates and a bid comparison from Jefferson City, Holts Summit and Chamois. She reported this does not include the administrative fees charged by the City. She gave an overview of the consumer price index. Alderman Campbell questioned why they had not been doing annual increases and why they felt they needed a thirty percent increase now. Ms. Kinard explained the increase in costs on recycling, new truck purchase and labor costs. The Board discussed the thirty percent increase now and the three percent per year making it a total of a 46% increase over five year period as being excessive. Alderman Fasciotti stated there should have been an increase in revenue since they have more subscribers. Ms. Kinard reported it requires more labor hours, fuel and benefits. Alderman Bronson questioned if they were currently losing money per home? Ms. Kinard reported that the centralized recycling is a \$40,000.00 a year expense that they have not passed onto the City. Alderman Campbell stated he would feel better if the 30 percent increase was waived and just have the 3 percent cpi for the next five years. Alderman Elliott stated this could have been increased along the way so it was not such a hard hit on our citizens. Lillian Kinard stated they have been working with the City for about a month or so on these options. Alderman Bronson stated in order to be fair to the residents we need to schedule a

public hearing to give the public options since it is their money paying for the service. Alderman Lewis reported he has received compliments on Dillion. Ms. Kinard reported her contact information is in the packet and if they had any thoughts to please contact her by e-mail.

Mayor Rhorer reported the next appearance was Chad Sayre from Allstate Consultants. Chad Sayre reported the sewer force main project has been put out to bid by Hummingbird Properties, LLC. Mayor Rhorer stated he wanted to make sure the property owners where we got the easements from will be taken care of as agreed upon by the contractor. Chad Sayre reported that all of that was included in the bid documents. He reported that C.L. Richardson Construction, Emery Sapp and Sons, Lehman Construction and Scott Hayes have received the bid packets. He stated this is a public and private partnership. Mr. Sayre gave a time line of the bidding process and plans to have it move forward for Board approval the first meeting in April.

Mayor Rhorer asked if anyone wished to appear before the Board on an item not on the agenda. Terry Cassil Emergency Management Director introduced himself to the Board of Alderman. He gave an overview of his work experience, gave an update on the 911 Emergency Center. He introduced the Deputy Director, Tom Early.

Ron King resident of 802 Kristi Lane discussed traffic concerns on Martha Crump Drive as well as parking in front of a fire hydrant. He suggested painting the curb yellow at the entrance and at the fire hydrant.

Mayor Rhorer presented a resolution accepting the letter of The Callaway Bank approving a loan commitment to the City of Ashland and authorizing the Mayor to negotiate an agreement for public financing for engineering services for the wastewater system improvements. Alderman Bronson made motion and seconded by Alderman Klippel to approve the resolution approving the loan commitment with The Callaway Bank. Mayor Rhorer explained when the State Revolving Fund Financing becomes available this will be paid off. He stated this is a line of credit and does not mean we will utilize all of this. He reported they solicited financing from UMB Bank, Central Bank of Boone County and The Callaway Bank. He stated they reviewed these and choose The Callaway Bank. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented Mike Fulca's resignation from the Parks and Recreation Board. He stated that Mr. Fulca is busy teaching and coaching and can't commit the time. Alderman Bronson made motion and seconded by Alderman Fasciotti to accept the resignation from Mike Fulca. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented for consideration "No parking" signs to be placed on both sides of North College Street (from Ash Street to the Ashland Community Park. Alderman Bronson made motion and seconded by Alderman Klippel to have "No Parking" signs be placed on both sides of North College Street from Ash Street to the Ashland Community Park. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayor's Report:

Mayor Rhorer thanked Alderman Fasciotti for filling in for him during his illness.

Interim City Administrator's Report:

Lyn Woolford shared a copy of the YMCA agreement and a detailed sheet of activities they established for the community and what they are working on. He reported they are working on training the police force with martial arts instructors at the YMCA. He stated that if anyone had any suggestions to contact him or Kip Batye. He reported the solid waste contract is still being worked on. The five dollar sewer rate increase will be on the May bill. Mr. Woolford that a tentative date of March 21 has been set for the destruction of the Fastlane Car Wash and the McDonalds schedule is to have the new McDonalds built in 90 days.

Interim City Attorney's Report:
Jeff Kays had no report.

Board of Aldermen's Report:
Alderman Klippel reported the light was out on the south water tower and he reported it to Shelley Martin and she reported it to Curtis Bennett.

Alderman Bronson reported there was a special park board meeting last Monday night and they discussed lack of communication between the City boards. He discussed trying to close this gap.

Alderman Fasciotti reported a dusk to dawn light in the park on the south side of the park is not working. He reported his wife has said the YMCA is having full classes and a lot of community involvement.

Alderman Klippel made motion and seconded by Alderman Bronson to vote to go into closed session pursuant to Chapter 610.021 (12) to discuss negotiated contracts with a five minute recess. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer reported we are in open session with no reportable action taken.

Alderman Campbell made motion and seconded by Alderman Bronson to adjourn the meeting. Mayor Rhorer called for the vote.

Darla Sapp, City Clerk

Gene Rhorer Mayor

TRANSPORTATION TAX	FY2014	FY2015	FY2016	CHANGE OVER FY 2014	CHANGE OVER FY2015
20-20-4174					
MAY		\$11,439.90	\$7,289.17	\$7,289.17	\$4,150.73
JUNE		\$15,596.50	\$15,359.12	\$15,359.12	\$237.38
JULY		\$20,457.09	\$16,947.16	\$16,947.16	\$3,509.93
AUGUST		\$9,643.40	\$7,347.39	\$7,347.39	\$2,296.01
SEPTEMBER		\$17,711.66	\$18,643.76	\$18,643.76	\$932.10
OCTOBER		\$12,325.02	\$13,339.93	\$13,339.93	\$1,014.91
NOVEMBER		\$9,058.42	\$5,030.92	\$5,030.92	\$4,027.50
DECEMBER		\$16,310.43	\$22,398.86	\$22,398.86	\$6,088.43
JANUARY		\$12,495.39	\$11,091.95	\$11,091.95	\$1,403.44
FEBRUARY	\$1,306.33	\$9,457.54	\$8,916.37	\$7,610.04	\$541.17
MARCH	\$6,586.51	\$15,979.94	\$16,254.31	\$9,667.80	\$274.37
APRIL	\$11,644.40	\$13,277.71			
YEARLY TOTAL	\$19,537.24	\$163,753.00	\$142,618.94	\$134,726.10	\$7,856.35
COLLECTED YTD	\$7,892.84	\$150,475.29	\$142,618.94	\$134,726.10	\$7,856.35
FY2016	Budgeted	\$155,000.00			
FY2015	Budgeted	\$165,000.00		Received	\$163,753.00
FY2014	Budgeted	\$30,000.00		Received	\$19,537.24

COUNCIL BILL NO. 2016-010

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER SERVICES AGREEMENT WITH MIDWEST COMPUTECH

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 a contract with Midwest Computech for computer services and maintenance. 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 _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) between Midwest Computech, Inc., a Missouri corporation, and its affiliates (collectively, “Midwest”), and the customer which is a signatory hereto (“Customer”) is made effective as of the date indicated below the Customer signature on the initial Man-IT Service Contract or TruCloud Service Contract or Statement of Work Service Contract or ETAP Service Agreement, whichever applies (the “CONTRACT”), submitted by Customer and accepted by Midwest.

1. OVERVIEW

This Agreement states the terms and conditions by which Midwest will deliver and Customer will receive any or all of the services provided by Midwest, as further set forth in the CONTRACT. Each CONTRACT (with exhibits attached) submitted, accepted, and executed by both parties is hereby incorporated by reference as if fully set forth herein. This Agreement is intended to cover any and all services ordered by Customer and provided by Midwest.

2. SERVICES

During the Term of this Agreement, Midwest will provide those Services for Customer as set forth in the CONTRACT. The Services requested by Customer will be provided and performed under the terms and conditions of this Agreement and the CONTRACT executed by the Customer. By submitting a CONTRACT(s), Customer agrees to take and pay for (i) the Services during the Term of this Agreement (and any renewal Term), and (ii) certain additional services and equipment needed by Customer as set forth in the CONTRACT and also where such services are not included within the scope of the Services as described in the CONTRACT(s) (such services being hereafter described as “Supplemental Services”). Customer agrees to pay Midwest the fees charged by Midwest for Supplemental Services, and hereby authorizes Midwest to perform such services on its behalf after receiving written approval from Customer.

3. PAYMENT: FEES: DEPOSIT

Customer will pay Midwest all fees due according to the prices and terms listed in the CONTRACT and all other fees incurred by Customer related to Supplemental Services. The amount set forth in this section is subject to change, if Customer should add or subtract Services. If the amount per month should change, then Midwest shall provide Customer notice thereof, and Customer agrees to promptly pay the new charges.

3.1 For Statement of Work Service Contract

3.1.1 Customer will pay Midwest for Services at the agreed upon rate set forth in the CONTRACT for the services provided by Midwest pursuant to a Statement of Work.

3.1.2 Unless otherwise specified in a CONTRACT, Midwest will invoice Customer for Services performed under the CONTRACT when the Services are completed,

plus an amount equal to any applicable sales, use, excise, value added or similar tax. Customer's payment shall be made within fifteen (15) days of receipt of the invoice. If payment is not received on or before the fifteenth day after receipt of invoice, the outstanding amount shall accrue daily interest at the rate of Three Percent (3%) until paid in full.

3.2 In the event this Agreement is terminated by either party prior to completion of the term, Midwest shall be entitled to receive all compensation earned prior to termination.

4. TERM; TERMINATION; NON-SOLICITATION

4.1 The term of this Agreement will begin on the date indicated below the Customer signature on the applicable CONTRACT and will continue for the entire duration of any relationship between Customer and Midwest, unless terminated early in accordance with this Section 4.

4.2 Midwest may terminate this Agreement, or any applicable CONTRACT, for any reason by giving Customer thirty (30) days' prior written notice (or such other notice period as may be set forth in the applicable CONTRACT). The termination of any specific Service will not affect Customer's obligations to pay Midwest for other Services being performed by Midwest for the benefit of Customer.

4.3 Customer may only terminate the applicable CONTRACT for any reason by giving Midwest written notice in accordance with the notice period set forth in the applicable CONTRACT. If no such notice is period is set forth in the applicable CONTRACT, then the Customer shall not have the right to early termination of the applicable CONTRACT. The termination of any specific Service will not affect Customer's obligations to pay Midwest for other Services being performed by Midwest for the benefit of Customer.

4.4 Midwest may immediately terminate this Agreement or any applicable CONTRACT for cause or suspend services for a material breach without prior written notice to Customer in the event of (i) a payment default, or (ii) the Customer's breach or failure to comply with any other obligation under this Agreement including, but not limited to, its failure to comply with any of the terms of third party vendors or other policies of Midwest. Customer shall pay Midwest for all Services provided and authorized expenses incurred through the date of termination.

4.5 Customer may terminate this Agreement for cause in the event that Midwest breaches any obligation under this Agreement (or the CONTRACT), but only after the notice and cure periods have expired as set forth in this Section 4.5. Customer must send written notification to Midwest of any alleged breach under this Agreement (or the CONTRACT), specifically describing the alleged breach. Midwest shall then have a period of thirty (30) days after Customer sends the written notification to Midwest to cure said breach. If the breach is not capable of being cured within the thirty (30) day period, but Midwest is using reasonable efforts to cure said breach promptly, then said breach will not constitute a default by Midwest. However, if Midwest cannot cure said breach within a sixty (60) day period after Customer notifies Midwest of said breach, then

Customer may terminate this Agreement for cause. Customer shall pay Midwest for all Services provided and authorized expenses incurred through the date of termination, including any other applicable termination fees.

4.6 Upon termination of this Agreement for any reason, Midwest shall remove all of its employees and shall provide to Customer all materials provided to Midwest by Customer in connection with this Agreement. Midwest shall be entitled to remove all equipment installed for the benefit of Customer that is owned by Midwest.

4.7 Upon termination of this Agreement for any reason, Customer agrees not to employ or solicit to employ, whether as an employee or independent contractor, any Midwest agent or employee for a period of one (1) year after the termination date of this Agreement.

5. CONFIDENTIAL INFORMATION

5.1 Each Party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement and appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature (“Confidential Information”).

5.2 Midwest shall only use Confidential Information in connection with the provision of Services or as directed in writing by Customer. Midwest shall not use Confidential Information at any time, in any fashion, form or manner, for any other purpose.

5.3 Midwest will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. When applicable, Midwest will take any steps required to avoid inadvertent disclosure of materials in its possession.

5.4 Confidential Information disclosed by Customer to Midwest will at all times remain the property of Customer. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

5.5 Confidential Information will not be copied or reproduced by Midwest without Customer’s approval.

5.6 All Confidential Information made available under this Agreement, including copies of Confidential Information, must be promptly returned to Customer upon the first to occur of (a) the date on which Midwest is no longer furnishing Services to Customer, or (b) a request by Customer.

5.7 Nothing in this Agreement will prohibit or limit Midwest’s use of information (a) previously known to Midwest, (b) acquired by Midwest from a third party which was not, to Midwest’s knowledge, under an obligation to Customer not to disclose such information, or (c) which is or becomes publicly available through no breach by Midwest of this Agreement.

5.8 If Midwest receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Midwest must promptly notify Customer and tender to it the defense of such demand. Unless the demand has been timely limited, quashed or extended, Midwest will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by Customer, Midwest will cooperate (at the expense of the disclosing party) in the defense of a demand.

6. LIMITED WARRANTY

6.1 Midwest warrants to Customer that the Services will be performed in a competent manner by qualified personnel in compliance with all applicable laws and regulations. In performing the Services, Midwest shall use its best efforts in a diligent manner and shall dedicate such time as necessary to perform them on a timely basis and as its primary obligation. Midwest shall report to and keep informed such persons as Customer shall designate and shall maintain for Customer archival copies of its work on a weekly basis.

6.2 If the limited warranty services provided by Midwest as set forth herein or as set forth in the applicable CONTRACT shall cause any defect or damage to the equipment of Customer within the sixty (60) day warranty period, and should the Customer notify Midwest thereof within ten (10) days, Midwest will repair or replace, at the option and expense of Midwest, any such equipment. After said ten (10) day time period has expired, in no event will Midwest be liable for any damages or liabilities, directly or indirectly caused by the equipment of Customer not being repaired properly, by length of down time, temporary shortages or unavailability of the replacement parts, or temporary unavailability of qualified service personnel at the Company's service center, or any other alleged damage whatsoever.

6.3 All services provided by Midwest pursuant to this Agreement are provided on an "as-is" and "as-available" basis. Other than as expressly set out herein, Midwest has not, and does not, make any warranties, whether express or implied. This Disclaimer of Warranties includes, but is not limited to, the warranties of fitness for a particular purpose; warranties of merchantability; or warranties of title. Midwest fully and specifically disclaims any and all warranties regarding services provided by any third parties. Midwest shall not be responsible for, and does not warrant in any respect, the services, performance, conduct, and/or actions of any third party information technology provider or vendors with which Midwest on behalf of itself or its client(s). This warranty disclaimer extends to any oral or written information that Customer may receive from Midwest's employees, third-party vendors, agents or affiliates. Customer may not rely on any such information, unless set forth in writing and signed by the President of Midwest. Solely in the event that the exclusion of certain warranties is determined to be unenforceable under applicable law, said warranty or warranties shall be limited to a period of sixty (60) days from the Effective Date of this Agreement. This paragraph 6.3 shall survive the termination of this Agreement for any reason.

6.4 If the Customer uses any equipment that has an operating system that is no longer supported by the manufacturer, then Midwest shall not be obligated to continue to provide the Services and Supplemental Services set forth herein. All Services or Supplemental Services provided by Midwest on any such non-supported equipment shall be billed at the then current hourly rates of Midwest, and Customer agrees to pay same without the necessity of a Statement of Work executed between Customer and Midwest. Midwest reserves the right to refuse service on any equipment of Customer that has an operating system that is no longer supported by the manufacturer or any equipment that has been damaged or infected due to an unsupported operating system. Midwest agrees to take reasonable steps to keep Customer informed as to whether or not the operating system of Customer is supported by the operating system manufacturer.

7. LIMITATIONS OF LIABILITY

7.1 Delays and Interruptions. MIDWEST SHALL NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, CORRUPTION OF DATA, NON-DELIVERIES, MIS-DELIVERIES OR SERVICE INTERRUPTIONS UNLESS CAUSED BY MIDWEST'S NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES, AND MIDWEST SHALL HAVE NO LIABILITY THEREFORE. EXCEPT TO THE EXTENT OF MIDWEST'S NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER MIDWEST NOR ITS NETWORK SERVICES SUPPLIER WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO MIDWEST'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF MIDWEST'S OR ITS NETWORK SERVICE SUPPLIER'S NEGLIGENCE.

7.2 Consequential Damages. EXCEPT FOR THE PARTIES' INDEMNITY OBLIGATIONS IN SECTION 12, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE.

7.3 Midwest may provide Customer access to other third party software and/or services ("Third Party Products") through reseller relationships Midwest has established with certain commercial vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Unless otherwise notified, Customer understands that product support for Third Party Products is provided by Midwest and not by the Third Party Vendor. Neither Midwest nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF

THIRD PARTY PRODUCTS IS AT CUSTOMER'S SOLE RISK AND SUCH THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM MIDWEST OR ANY THIRD PARTY VENDOR, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MIDWEST NOR ANY THIRD PARTY VENDOR WILL BE LEGALLY RESPONSIBLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OR INABILITY TO USE ANY THIRD PARTY PRODUCT. CUSTOMER AGREES TO OBSERVE THE TERMS OF ANY LICENSE AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENT FOR THIRD PARTY PRODUCTS AND THAT CUSTOMER SHALL BE FULLY LIABLE TO THIRD PARTY VENDORS AND MIDWEST WITH RESPECT TO ANY IMPROPER USE OF SUCH THIRD PARTY PRODUCTS OR VIOLATION OF LICENSE AGREEMENTS WITH THEM AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENTS.

8. CUSTOMER OBLIGATIONS

8.1 Customer represents and warrants that (i) Customer possesses the legal right and ability to enter into this Agreement, and (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or this Agreement or cause a breach of any agreements with any third parties or unreasonably interfere with other Midwest customers' use of services of Midwest. In the event of any breach of any of the foregoing warranties, and in addition to any other remedies available at law or in equity, Midwest will have the right, in its sole discretion, to suspend or terminate immediately any services.

8.2 Customer agrees that it will use the Services only for lawful purposes and in accordance with this Agreement. Customer will comply at all times with all applicable laws and regulations in the use of the Services.

8.3 Customer shall not (i) remove, modify or obscure any copyright, trademark or other proprietary rights or notices that appear on any third-party product or that appear during use of any third-party product; or (ii) reverse engineer, decompile, or disassemble any third-party product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. For purposes herein, a third-party product is any third-party software and/or services that Midwest may provide Customer to through reseller relationships Midwest has established with certain commercial vendors, including without limitation, Microsoft Corporation.

8.4 The agents and employees of Midwest shall be given all login information from Customer, which shall be treated as Confidential Information. The agents and employees of Midwest shall have physical access to the equipment of Customer for the purpose of providing

support service during mutually agreed upon hours, subject to Customer's safety and security requirements applicable to visitors.

9. INDEPENDENT CONTRACTOR

The status of Midwest will be that of independent contractor, and Midwest and its employees will not be deemed employees or agents of Company. None of the terms set forth in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between Company and Midwest or any of their employees.

10. FORCE MAJEURE

Either party may adjust or suspend its performance (other than the obligation to make payment) to the extent performances beyond its reasonable control for reasons including, without limitation, acts of God, fire, explosion, atmospheric conditions, governmental action, national emergencies, war, riot, insurrection, terrorism, vandalism, or labor difficulty such as work stoppages, strikes, or lockouts. If such force majeure event continues such that the party remains unable to perform, said party shall provide notice to the other party and shall be permitted to delay its performance so long as the force majeure event continues; however, in no event shall such time period be greater than sixty (60) days. If such failure of performance lasts sixty (60) days or more, then, upon giving five (5) days written notice, either party may cancel the effected service only without liability beyond the liability for payment for the service provided prior to said termination. Midwest will not be liable for any delay in performance directly or indirectly resulting from acts of the Customer, its agents, employees, or causes beyond the control of Midwest.

11. CUSTOMER DATA

All property relating in any way to the Customer's business in computer data, written, graphic or other tangible form (including any tape or other storage medium), and all translations, copies or reproduction thereof, shall remain the sole and exclusive property of the Customer. Upon the termination of this Agreement, Midwest shall immediately return to the Customer all of the Customer Data. Customer warrants that it has the right to use any trademarks, patents, or other such data in connection with its operations.

12. INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless against any losses, costs, expenses (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against the other or its affiliates related to or arising out of (i) any infringement or misappropriation or alleged infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right related to any hardware or software utilized in connection with any of the Services (but excluding any infringement contributory caused by the other party); (ii) any violation of or failure to comply with

the rules and regulations of third party vendors; and (iii) the storing of Customer's Data, or the Data of any agent of Customer, whether pursuant to this Agreement, as a result of tort, or as a result of any other relationship between Customer and Midwest. Customer further agrees to indemnify Midwest and its affiliates against any Losses which arise out of, or relate to any content provided by Customer or the customers/clients of Customer, and Customer will reimburse Midwest and its affiliates for all legal expenses, including reasonable attorneys' fees, incurred by Midwest and its affiliates in connection with any such Losses. To the fullest extent permitted by law, Midwest agrees to indemnify, defend and hold harmless the Customer, its officers, agents, members, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, except for incidents arising from subsections i, ii and iii, above; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom; but only to the extent caused in whole or in part by the actual negligent acts, errors, or omissions of Midwest, Midwest's subcontractor(s), or anyone directly employed or hired by Midwest or anyone for whose acts Midwest may be liable. Each party further agrees to indemnify and hold the other harmless against any losses, costs, expenses (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against the other or its affiliates related to or arising out of any bodily injury, death or property damage caused by the other's negligence or willful misconduct.

13. NOTICES

Any notice or report required under this Agreement will be given in writing by personal delivery, by certified or registered mail, return receipt requested, or by overnight courier, directed to the address of the party given below or to such other address as may be substituted by notice to the other party. All notices will be effective upon receipt.

"Midwest"
Midwest Computech, Inc.
311 Bernadette Rd. Suite A
Columbia, Missouri 65203

"Customer"
City of Ashland
109 E. Broadway
Ashland, MO 605010
(If nothing, then as shown in the CONTRACT)

14. GENERAL PROVISIONS

14.1 Neither party may assign this Agreement without the prior written consent of the other.

14.2 If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable.

14.3 This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law principles.

14.4 The headings in this Agreement are for reference purposes only; they will not affect the meaning or construction of the terms of this Agreement.

14.5 The sections of this Agreement that by their nature are intended to survive its expiration or termination include, without limitation, Sections 3, 5, 6, 7, 8, 9, 11, 12, and 14.

14.6 The provisions of this Agreement are for the sole benefit of the parties, and not for the benefit of any other persons or legal entities.

14.7 The parties agree that the exclusive venue for all disputes shall be in Pettis County, Missouri, and each party expressly consents to such personal jurisdictions and waives all objections thereto.

14.8 This Agreement (including all applicable CONTRACTS) contains the complete and exclusive understanding of the parties with respect to the matters contained herein.

14.9 If any legal action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision will be construed as applicable to the entire Agreement and any CONTRACT.

14.10 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

14.11 This Agreement may be amended by Midwest at any time during the relationship of the parties. If this Agreement is amended by Midwest, Midwest will notify Customer prior to making any changes to this Agreement. Midwest may provide such notice to Customer via electronic mail or through the United States Mail. The continued use of the services of Midwest, following notice of the changes to this Agreement, constitutes the acceptance of Customer of the amended terms to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year written below.

Midwest Computech, Inc.

By (sign): _____

By (print): _____

Title: _____

Date: _____

Client

By (sign): _____

By (print): _____

Title: _____

Date: _____

COUNCIL BILL NO. 2016-011

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MAN-IT SERVICE
LEVEL AGREEMENT WITH MIDWEST COMPUTECH

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 a contract with Midwest Computech for MAN-IT Service Level agreement. The form and content of the Agreement shall be substantially as set forth in Exhibit A, and Exhibit B which are 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 _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

MAN-IT™ Service Level Agreement

Terms and Conditions

THIS MAN-IT SERVICE LEVEL AGREEMENT (the "AGREEMENT") is made and entered into as of April 1, 2016 ("Effective Date"), by Midwest Computech, Inc., a Missouri corporation, and its affiliates (collectively, "Midwest"), and City of Ashland, Missouri ("Customer"), with an office located at 109 E. Broadway Ashland, MO 65010.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. SERVICES:

- 1.1 During the Term of this AGREEMENT, Midwest will provide information technology (IT) services for Customer. Midwest will provide all labor, consulting, installation, maintenance, upgrade, and configuration services on all existing and newly purchased IT equipment at Customer's agreed upon locations of business. Services will be provided and performed under the terms and conditions of this AGREEMENT and the Master Services Agreement.
- 1.2 Midwest will perform preventative maintenance as needed to include Anti-Virus, Anti-Spyware, Microsoft Update, and Application Management Tasks. Midwest will perform all hardware repair and software support during the term of this agreement to include only those hardware / equipment items that are found on the accompanying Man-it Service Calculator and Software items that are fully supported by manufacturer support agreement held by Customer. Customer agrees to be bound by the terms of all software services installed and used by Customer.
- 1.3 Midwest will provide labor for projects relating to items not found on the Man-it Service Calculator at a flat rate provided to Customer within a Statement of Work for the corresponding project. Any labor beyond the scope of this AGREEMENT not deemed as a project will be billed out at \$125.00 per hour for the length of this AGREEMENT. The description of the services and the assignment of specific personnel (when applicable) of Midwest will be confirmed by execution of a Statement of Work in the form attached as **Exhibit A**, or such other format as may be mutually agreed upon by the parties. Upon execution by both parties, each Statement of Work will become a part of and be subject to this AGREEMENT. Changes in the scope of the Services being performed under any Statement of Work will be made only in writing executed by authorized representatives of both parties. If there is any ambiguity between the Master Services Agreement, this AGREEMENT, and an attached Statement of Work, the Master Services Agreement shall govern.
- 1.4 All equipment, replacement parts, components, modules, or units supplied to Customer under this AGREEMENT shall be supplied to the Customer at the Customer's cost.
- 1.5 Midwest and Customer agree to the following regarding services:
 - 1.5.1 If selected by Customer, Midwest will service the equipment at the agreed upon location of the Customer's facility during the normal business hours of Midwest, which are Monday – Friday, 8:00 a.m. to 5:00 p.m..
 - 1.5.2 If selected by Customer, Midwest will service the equipment via remote access over internet on Monday – Friday, 8:00 a.m. to 5:00 p.m..
 - 1.5.3 Any service request must be made during the normal business hours of Midwest. Midwest will attempt to make service employees available to Customer from Monday – Friday, at 7:00 a.m. to 6:00 p.m.

2. COMPENSATION AS DETERMINED BY THE MAN-IT SERVICE CALCULATOR: See **Exhibit B**.

- 2.1 Customer will pay Midwest for Services at the agreed upon rate of \$950.00 per month for the services provided in this Agreement, plus the additional amount set forth in each Statement of Work. The amount set forth in this Section is subject to change, if Customer should add or subtract equipment, and the parties agree to such changes in writing. If the amount per month should change, then Customer agrees to execute an Addendum with Midwest stating the new monthly charges.
- 2.2 The monthly service charge does not include services or charges that are necessary under the following circumstances:
- 2.2.1 If the items covered under the Man-IT Service Calculator have been modified or repaired by anyone other than an authorized manufacturer's service center.
 - 2.2.2 If the items covered under the Man-IT Service Calculator requires repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, or the operation of the items covered under the Man-IT Service Calculator in improper environments, such as, but not limited to, locations having defective or inadequate power source, static electricity, or excessive interference caused by external sources.
 - 2.2.3 If service is necessitated to comply with changes in the regulations of any governmental body or agency.
 - 2.2.4 Consumable items used in the course of Service, such as Printer Paper, Printer Ink, Floppy Disks, will be charged to Customer.
- 2.3 In the event this Agreement is terminated by either party prior to completion of the services, Midwest shall be entitled to receive all compensation earned prior to termination.

3. **TERM AND TERMINATION:** The term of this Agreement shall be for a period of one (1) year after the Effective Date. If the Parties continue to operate under this Agreement after the expiration date, then this Agreement shall be deemed to have automatically renewed for successive one (1) year periods. If this Agreement automatically renews then the monthly service fee will be increased by 15% unless the parties agree in writing to a different amount. Customer may terminate this Agreement at any time without cause prior to the expiration of the term only upon the condition that Customer pays a lump sum termination fee that is equal to the lesser of: (1) six (6) times the monthly service charge set forth in Section 2.1 of this Agreement; or (2) the number of remaining months under the term of this Agreement multiplied by the monthly service charge set forth in Section 2.1 of this Agreement. The termination rights of Midwest are set forth in the Master Services Agreement.
4. **INVOICES:** Invoices shall be payable in accordance with the Master Services Agreement.
5. **MASTER SERVICES AGREEMENT:** Customer and Midwest acknowledge and agree that: (a) the terms and conditions of the Master Services Agreement executed by Customer and Midwest are acknowledged by Customer and that Customer consents to said terms and conditions; and (b) in the event of any conflict or discrepancy between the terms or provisions of the Master Services Agreement and this Agreement, the terms and provisions of the Master Services Agreement shall control and govern. Any term used herein that is defined in the Master Services Agreement shall have the same meaning as in the Master Services Agreement.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the day and year first written above.

Midwest Computech, Inc.

Customer:

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("SOW") is dated as of _____ ("Effective Date"), and is attached to and made a part of the MAN-IT SERVICE AGREEMENT dated as of _____ by and between _____ ("Customer") and Midwest Computech, Inc. ("Midwest").

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

SERVICES: Midwest will *[Insert detailed description of additional services. Payment should be tied to acceptance of additional services.]*

COMPENSATION: *[insert as appropriate.]*

EXPENSES: *[if applicable – i.e. Mileage, travel time, etc.]*

INVOICES: Invoices shall be payable in accordance with the Master Services Agreement.

MASTER SERVICES AGREEMENT: Customer and Midwest acknowledge and agree that: (a) the terms and conditions of the Master Services Agreement are acknowledged and Customer has had an opportunity to review same; (b) this SOW will be deemed an addendum to and part of the MAN-IT SERVICE AGREEMENT; and (c) in the event of any conflict or discrepancy between the terms or provisions of the Master Services Agreement, the MAN-IT AGREEMENT, and this SOW, the terms and provisions of the Master Services Agreement shall control and govern. Any term used herein that is defined in the Master Services Agreement shall have the same meaning as in the Master Services Agreement.

IN WITNESS WHEREOF, the undersigned have executed this SOW as of the day and year first written above.

Midwest Computech, Inc.

Customer

Signature: _____
By: _____
Title: _____
Date: _____

Signature: _____
By: _____
Title: _____
Date: _____



Making **IT** work for over 30 years.
 311 Bernadette Dr., Suite A
 Columbia, MO 65203
 P: 573.499.6928 F:573.499.6929

EXHIBIT B

MAN-IT SERVICE CALCULATOR

QUOTE

Number AAAQ9322

Date Mar 2, 2016

Sold To

City of Ashland
 Josh Hawkins
 109 E. Broadway
 Ashland, MO 65010

Ship To

City of Ashland
 109 E. Broadway
 Ashland, MO 65010

Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Brant

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

1	1	Man-IT Gold Package (monthly fee)	\$950.00	\$950.00
---	---	-----------------------------------	----------	----------

2		Managed Server Base - Gold		
		<ul style="list-style-type: none"> _ 24/7 Monitoring _ Anti-Virus License _ Patch Management (Windows Updates Only) _ Monthly Executive Report Summary _ 4HR. Response/Priority Service (8 business hours (M-F 8am-5pm)) _ Performance Guarantee _ Billable Hourly Rate - \$125 PER HOUR _ Unlimited Remote & On-Site Support Incidents _ The only thing not included is the Installation of new equipment and software to be billed at \$125 per hour 		

3		(20) Managed Workstation - Gold		
		<ul style="list-style-type: none"> _ 24/7 Monitoring _ Anti-Virus License _ Patch Management (Windows Updates Only) _ Monthly Executive Report Summary _ 4HR. Response/Priority Service (8 business hours (M-F 8am-5pm)) _ Performance Guarantee _ Billable Hourly Rate - \$125 PER HOUR _ Unlimited Remote & On-Site Support Incidents _ The only thing not included is the Installation of new equipment and software to be billed at \$125 per hour 		

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY FROM THE MANUFACTURER, AND THEIR WARRANTY IS PROVIDED INDEPENDENT OF ANY SERVICES PROVIDED BY MIDWEST COMPUTECH - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS REVENUE, DATA, OR INTERRUPTION OF BUSINESS DUE TO PRODUCT SOLD. ALL SHIPPING AND HANDLING CHARGES ARE ESTIMATES AND MAY BE SUBJECT TO CHANGE DURING ORDERING PROCESS.

Client Initials _____

Line	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$950.00
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$950.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY FROM THE MANUFACTURER, AND THEIR WARRANTY IS PROVIDED INDEPENDENT OF ANY SERVICES PROVIDED BY MIDWEST COMPUTECH - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS REVENUE, DATA, OR INTERRUPTION OF BUSINESS DUE TO PRODUCT SOLD. ALL SHIPPING AND HANDLING CHARGES ARE ESTIMATES AND MAY BE SUBJECT TO CHANGE DURING ORDERING PROCESS.

Client Initials _____

lawfully operated commercial kennel, or a kennel maintained in connection with a small animal hospital.
(Amended 11-18-03- Ordinance No. 2003-053)

27.161 Limitations upon number of chickens to be kept.

The maximum number of chickens allowed is five (5) per tract of land regardless of how many dwellings are on the tract. No male chickens are permitted. Chicks are included in the limitation on the number of chickens kept. There is no restrictions on chicken species. It shall be unlawful to engage in chicken breeding or fertilizer for commercial purposes. (added by Ordinance No. 861 on 9-07-10)

27.175 Enforcement; search and seizure

Authorized city enforcement personnel shall be empowered to enforce the provisions of this chapter or any rule or regulation.

Persons authorized to enforce the provisions of this chapter or any rule or regulation shall have the authority to seek and execute search and seizure warrants.

Within 10 days of a conviction under this chapter, the Animal Control Officer shall have the right to seize and impound the animal(s) and offer said animals for adoption.

27.180 Keeping of Pit Bull Dogs Prohibited

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Ashland, Missouri any pit bull dog, provided that pit bull dogs residing in the City on the effective date of this Section may be kept within the City subject to the standards and requirements herein set forth. "Pit Bull Dog" is defined to mean:

Staffordshire bull terrier breed of dog;

The American pit bull terrier breed of dog;

The American Staffordshire terrier breed of dog.

Any mixed breed of dog which contains as an element of its breeding the breed of Staffordshire bull terrier, American Staffordshire terrier or American pit bull terrier as to be identifiable as partially of the breed of Staffordshire bull terrier, American Staffordshire terrier or American pit bull terrier.

Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier; and other breeds commonly known as pit bulls, pit bull dogs or pit bull terriers, or a combination of any of these breeds. (Amended Council Bill no. 2002-020 May 28, 2002)

Pit bull dogs residing in the City of Ashland prior to October 7, 1987 may be kept by their owners within the City subject to the following standards;

Pit bull dogs residing in the City prior to October 7, 1987 must be registered with the City Animal Control Officer by the owners within ten (10) days of October 6, 1987.

No person shall permit a pit bull dog to go outside its enclosure or pen unless such dog is securely leashed with a leash no longer than four (4) feet in length. No person shall permit a pit bull dog to be kept on a chain, rope or other type of leash outside its enclosure or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition all pit bull dogs on a leash outside the animal's enclosure or pen must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.(amended Council Bill No. 2002-020 May 28, 2002)

All pit bull dogs shall be securely confined indoors or in a securely enclosed and locked pen or enclosure, except when leashed and muzzled as provided above. Such pen, enclosure or structure must have secure sides and a secure top attached to the sides. All structures used to confine pit bull dogs must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pens or the sides of the pen must be embedded in the ground no less than two (2) feet. All structures erected to house pit bull dogs must comply with all zoning and building regulations of City.

All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

No pit bull dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

All owners, keepers or harborers of pit bull dogs within the City shall within ten (10) days of the effective date of this Section display in a prominent place on their premises a sign easily readable by the public using the words "Be Aware of Dog-Pit Bull." In addition, a similar sign is required to be posted on the enclosure or pen of such animal.(amended Council Bill No. 2002-020 May 28, 2002)

All owners, keepers or harborers of pit bull dogs must within ten (10) days of the effective date of this Section provide proof to the Animal Control Officer of public liability insurance in a single incident amount of \$100,000.00 for bodily injury to or death of any person or persons or for damage to property owned by any person or persons which may result from the ownership, keeping or maintenance of such animal. Such insurance policy shall provide that no cancellation of the policy will be made unless ten (10) days written notice is first given to the Animal Control Officer. An effective

insurance policy with the coverage and in the amounts specified herein must be maintained by the owner, keeper or harbinger at all times.

All owners, keepers or harborers of registered pit bull dogs registered with the City Animal Control Officer must within ten (10) days of the effective date of this Section provide to the City Animal Control Officer two color photographs (two different poses) of the animal clearly showing the color and approximate size of the animal.

All owners, keepers or harborers of pit bull dogs must within ten (10) days of any such incident, report the following information in writing to the City Animal Control Officer as required hereinafter:

The removal from the City or death of a pit bull dog;

The birth of offspring of a pit bull dog;

The new address of a pit bull dog owner should the owner move from one address within the corporate city limits to another address within the corporate city limits.

No person shall sell, barter or in any other way dispose of a pit bull dog registered within the City to any person within the City unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such dog; provided that the registered owner of a pit bull dog may sell or otherwise dispose of a pit bull dog or the offspring of such dog to persons who do not reside within the City.

All offspring born of pit bull dogs registered within the City must be removed from the City within six (6) weeks of the birth of such animal.

There shall be an irrebuttable presumption that any dog registered with the City as a pit bull dog or any of those breeds prohibited by this Section is in fact a dog subject to the requirements of this Section.

It shall be unlawful for the owner, keeper or harbinger of a pit bull dog registered with the City of Ashland, Missouri to fail to comply with the requirements and conditions set forth in this Section. Any dog found to be the subject of a violation of this Section shall be subject to immediate seizure and impoundment.

Any person violating or permitting the violation of any provision of this Section shall upon conviction be fined a sum not less than \$200.00 no more than \$500.00. In addition to the fine imposed, the Court may sentence the defendant to imprisonment for a period not to exceed thirty (30) days. In addition, the Court shall order the registration of the subject pit bull dog revoked and the dog removed from the City. Should the defendant refuse to remove the dog from the City the Judge may find the defendant owner in contempt and order the immediate confiscation and impoundment of the animal. Each day that a violation of this Section continues shall be deemed a separate offense.

In addition to the foregoing penalties, any person who violates this Section shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this Section. (amended Council Bill No. 2002-020 May 28, 2002)



THE CITY OF ASHLAND, MISSOURI

March 15, 2016, City Administrator/Police Chief
Report to the Board of Aldermen

TOPICS

1. Water deposit for landlords
2. Trash service in newly annexed areas
3. Planning and Zoning recommendation to upgrade the building code requirements to meet the 2012 criteria
4. Republic trash collection suggestion
5. Review of current year sales tax performance
6. Police Calls for Service
7. Police Incident Report Summary
8. Pre-pay Convenience Store Ordinance
- 9.

109 E. BROADWAY ~ P.O. Box 135 ASHLAND, MO 65010 (573) 657-2091

POLICE DEPT: (573) 657-9062 FAX: (573) 657-7018 WWW.ASHLANDMO.US

About.com About Home Dog Training Dog Behavior Problems Dog Training



most dangerous dogs

SHARE

By Amy Shojai
Puppies Expert

Ads Dog Dog Behavior Problems Pitbull Training Puppy Dogs & Puppies Pets Puppies for Sale Puppies Training Dog Puppy Training

Sign Up for Our Free Newsletters

- ✓ About Today
- ✓ About Pets
- ✓ Puppies

Enter your email

SIGN UP

PUPPIES CATEGORIES

- Puppies For Beginners ▶
- Best Puppy Sources ▶
- Breeds At A Glance ▶
- Bringing Puppy Home ▶
- Puppy Training ▶
- Puppy Home Care ▶
- Puppy First Aid - Home Remedies ▶
- Health - Vet Care ▶
- Play - Games - Sports ▶
- Puppy Toys - Pet Products ▶
- Taking Cute Puppy Pictures ▶
- Housebreaking Made Easy ▶
- Education for Your Pup ▶
- Advice on Traveling with Your Pup ▶
- Holidays ▶
- Puppy Talk, Behavior Basics & Training Tips ▶
- Healthy Happy Puppies ▶
- Photos, Breed Foibles & Fun! ▶
- Updated Articles and Resources ▶
- Expert Videos ▶



Image Copr. John Land/Getty Images

Ads

Potty Train Dog in 6 Days

www.thedogtrainingsecret.com
This 4 Minute Exercise Teaches Your Dog To Potty Outside Every Time!

4 Foods to never eat :

biotrust.com
Cut down a bit of your belly every day by never eating these 4 foods.

1 Tip of a flat belly :

superfatburningfats.com
Cut down a bit of your belly every day by using this 1 weird old tip.

- Dog
- Dog Behavior Problems
- Pitbull Training
- Puppy Dogs & Puppies Pets
- Puppies for Sale

exactly would you consider a "threat" worthy of a danger label?

A savvy dog owner realizes that the silent dog with lowered head, showing the whites of his eyes and stiffly wagging his tail literally shouts his warning to keep away or risk a bite.

Ads

Man Cheats Credit Score

Exactly what is a dangerous dog? First you must define "dangerous." While the vast majority of pet dogs never cause injury to a human, they all have that potential.

There is a difference between using the term "dangerous dog" in conversation, and using it in a legal context. The law has very specific definitions for "dangerous dog" but it varies depending on the city, state and county where you live.

Banned Dog Breeds

Some places say that every dog of a certain breed is a dangerous dog under their law, and seek to [ban certain dog breeds](#). In the United States, there are only a few places that consider every "pit bull" for example to be dangerous. If a dog of any breed is trained to attack people or animals, or is kept as a guard dog on non-residential premises, it will also be deemed dangerous.

But **most cities and states in America classify a dog as dangerous only as a result of that individual animal's actions**. For example, an unprovoked attack that causes injury, or behavior that poses unacceptable risk might earn the designation. A dog that "threatens" a person with loud [barking](#) may be classified as dangerous in some places, but not in others.

What Is An "Unprovoked" Attack?

Describing a "dangerous dog" becomes even more slippery when one looks at what constitutes an "unprovoked" attack. What

exactly would you consider a "threat" worthy of a danger label?

Approaching this dog provokes an attack. But a child or uninformed adult might instead



- 3 steps for Free Rad
1. Click Start Down
 2. Free download fr
 3. Get Free access!



TODAY'S TOP 5 P



2-
Ev
It
By
A
E



3C
Cr
G
By
H
E



H
A
H
By
H

all 2x with 5 city roll off recycle pick ups

	Republic 2x	% increase	Elliott 10%	% increase	Elliott 12%	% increase
2015	10.77		10.77		10.77	
2016	14	0.299907149	11.847	0.1	12.0624	0.12
2017	14.42	0.03	13.0317	0.1	13.509888	0.12
2018	14.8526	0.03	14.33487	0.1	14.8608768	0.1
2019	15.298178	0.03	15.30247373	0.0675	15.3067031	0.03
2020	15.75712334	0.03	15.76154794	0.03	15.7659042	0.03

second option

also change to 1x pick up with 5 city roll off recycle pick ups

2015	10.77
2016	
2017	
2018	
2019	
2020	

goal is to get the % increase to 10% per year till we get caught up to where you need it to be or, keep from large increases with the second option

current

$\$10.77 \times 60 \text{ mo} = \646^{20}
1.00 recycling

proposal 1x/wk, 1x recycling

yr1 $13.50 \times 12 = 162^{00}$

yr2 $13.91 \times 12 = 166^{92}$

yr3 $14.32 \times 12 = 171^{84}$

yr4 $14.75 \times 12 = 177^{00}$

yr5 $15.19 \times 12 = 182^{28}$

$\$860^{04}$ after 5 yrs

proposal 2x/wk, no change

yr1 $14^{00} \times 12 = 168^{00}$

yr2 $14^{42} \times 12 = 173^{04}$

yr3 $14^{85} \times 12 = 178^{20}$

yr4 $15^{30} \times 12 = 183^{60}$

yr5 $15^{76} \times 12 = 189^{12}$

$\$891^{96}$ after 5 yrs

Ricks 1st proposal

2nd proposal

3rd option

No increase 1st yr

No increase 1st yr

Minimal inc

up to 3%/yr for next 4 yrs

up to 4%/yr for next 4 yrs

1st yr, then same as previous

1x/wk, 1x home recycling

1x/wk, 1x home recycling

yr1 $10.77 \times 12 = 129^{24}$

yr2 $11.09 \times 12 = 133^{08}$

yr3 $11.42 \times 12 = 137^{04}$

yr4 $11.76 \times 12 = 141^{12}$

yr5 $12.11 \times 12 = 145^{32}$

$\$685^{80}$ after 5 yrs

yr1 $10.77 \times 12 = 129^{24}$

yr2 $11.20 \times 12 = 134^{40}$

yr3 $11.65 \times 12 = 139^{80}$

yr4 $12.12 \times 12 = 145^{44}$

yr5 $12.60 \times 12 = 151^{20}$

$\$700^{08}$ after 5 yrs

- might be accepted by residents with no initial increase, but service cut in half

- advantages to Republic, can redistrict so no mid-day trip, will eliminate central recycle

Incident Report Listing

DATE RANGE: 02/01/2016 to 02/29/2016
 AGENCY: All Agencies
 DETAIL / SUMMARY: Detail
 SORT ORDER: Report Date, Case Number

Case Number	Report Date	Incident Location	Offense
2016-0061	02/02/2016	111 Eastside Dr #84 { Ashland MO 65010}	1 - Information Report
2016-0062	02/02/2016	206 West Oaks Drive { Ashland MO 65010}	1 - Runaway Juvenile - Missing Juvenile
2016-0065	02/08/2016	US Highway 63 & Liberty Lane { Ashland MO 65010}	1 - Warrant Arrest
2016-0066	02/08/2016	512 Redbud Ln {512 Redbud Ln Ashland MO 65010}	1 - Information Report
2016-0068	02/10/2016	200 Church St. Apt. 23 {200 Church St St Ashland MO 65010}	1 - Information Report
2016-0069	02/10/2016	101 S Henry Clay Blvd { Ashland MO 65010}	1 - Stealing/Theft under \$500
2016-0072	02/12/2016	602 Broadway E { Ashland MO 65010}	1 - Stealing/Theft under \$500
2016-0075	02/15/2016	301 N. Henry Clay Blvd { Ashland MO 65010}	1 - Warrant Arrest
2016-0078	02/15/2016	500A West Broadway { Ashland MO 65010}	1 - Stealing/Theft under \$500
2016-0084	02/20/2016	602 Broadway E { Ashland MO 65010}	1 - Stealing/Theft under \$500
2016-0085	02/20/2016	100 Block Eastside Drive { Ashland MO 65010}	1 - Operating a vehicle with Susp/Revoked Drivers Lic
2016-0086	02/21/2016	US Highway 63 & Broadway { Ashland MO 65010}	1 - Operating a vehicle with Susp/Revoked Drivers Lic
2016-0089	02/23/2016	500 E Broadway { Ashland MO 65010}	1 - Counterfeiting
2016-0090	02/23/2016	602 Springtime Dr { Ashland MO 65010}	1 - Stealing/Theft under \$500
2016-0093	02/24/2016	111 Eastside Dr #66 { Ashland MO 65010}	1 - Verbal Domestic
2016-0095	02/25/2016	Broadway & Eastside Drive { Ashland MO 65010}	1 - Possession of a Controlled Substance 2 - Unlawful use of Drug Paraphernalia
2016-0096	02/25/2016	Broadway & Eastside Drive { Ashland MO 65010}	1 - Unlawful use of Drug Paraphernalia
2016-0097	02/26/2016	Broadway & Eastside Drive { Ashland MO 65010}	1 - Warrant Arrest
2016-0099	02/28/2016	111 Burnam Ave., Lot 12 {111 Burnam Av Ashland MO 65010}	1 - Information Report
2016-0100	02/28/2016	111 Burnam Ave. Lot #12 {111 Burnam Av Ashland MO 65010}	1 - Domestic Assault 2nd Degree 2 - Endangering the welfare of a child 1st Degree

Total Incident Reports = 20