



**CITY OF ASHLAND  
815 EAST BROADWAY  
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, APRIL 19, 2016  
7:00 P.M.**

Call regular meeting to order

Invocation

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 4-19-2016 agenda: **Action:** \_\_\_\_\_
2. Consideration of the 4-05-2016 minutes: **Action:** \_\_\_\_\_

**APPEARANCES**

3. Anyone wishing to appear before the Board on an item not listed on the agenda

**COUNCIL BILLS**

4. Council Bill No 2016-017, an ordinance authorizing the Mayor enter into a development agreement with Hummingbird Properties, LLC. First Reading by title only. **Action:** \_\_\_\_\_
5. Council Bill No. 2016-018, an ordinance authorizing the Mayor to enter into a development agreement with The Baptist Home. First Reading by title only. **Action:** \_\_\_\_\_

**ORDINANCES**

6. Ordinance No. 1053, an ordinance authorizing the Mayor to execute an addendum extending the contract with Allied Waste Services to provide public services of collection and disposal of residential and commercial solid waste from the city limits of Ashland, Missouri. **Action:** \_\_\_\_\_
7. Ordinance No. 1059, an ordinance to amend Chapter 14 of the Code of the City of Ashland to amend Appendix C-3 Water Deposits. **Action:** \_\_\_\_\_

8. Ordinance No. 1060, an ordinance repealing Section 27.480; Keeping of Pit Bull Dogs Prohibited in Chapter 27; Animals of the City Code. **Action:** \_\_\_\_\_
9. Ordinance No. 1061, an ordinance adopting an annual budget for the fiscal year beginning May 1, 2016 and appropriating funds pursuant thereto. **Action:** \_\_\_\_\_
10. Ordinance No. 1062, an ordinance accepting sewer easements and temporary construction easements for the Northeast Ashland Sewer Extension Project; and authorizing the City Clerk to record the easements. **Action:** \_\_\_\_\_
11. Ordinance No. 1063, an ordinance vacating sewer easements for the Northeast Ashland Sewer Extension project; and authorizing the City Clerk to record this ordinance. **Action:** \_\_\_\_\_
12. Ordinance No. 1064, an ordinance authorizing the Mayor to enter into a master services agreement with Midwest Computech. **Action:** \_\_\_\_\_
13. Ordinance No. 1065, an ordinance authorizing the Mayor to enter into a man-it service level agreement with Midwest Computech. **Action:** \_\_\_\_\_
14. Ordinance No. 1066, an ordinance authorizing the Mayor to enter into a development agreement with Hummingbird Properties, LLC. **Action:** \_\_\_\_\_
15. Ordinance No. 1067, an ordinance authorizing the Mayor to enter into a development agreement with The Baptist Home. **Action:** \_\_\_\_\_

### RESOLUTIONS

16. A Resolution designating a North Main Street between Broadway and Crump Lane as an Honorary Street name of "Eagle Avenue" **Action:** \_\_\_\_\_
17. A Resolution declaring the results of the General Election held in the City of Ashland, Missouri on April 05, 2016. **Action:** \_\_\_\_\_

Adjourn the meeting

City Clerk to swear into office: Mayor, Gene Rhorer, Alderman Ward One: Danny Clay, Alderman Ward Two: Two year term: James Fasciotti, Alderman Ward Two: One year term: Jesse Bronson, Alderman Ward Three: Two year term: Rick Lewis, Alderman Ward Three: Write in vote: One year term: Fred Klippel

Call meeting to order with new Board members

Roll Call

**APPEARANCES**

18. Anyone wishing to appear before the Board

**APPOINTMENTS**

19. Nomination of Mayor Pro-tem  
20. Accept Fred Klippel resignation from the Planning and Zoning Commission  
21. Council Liaison for Planning and Zoning Commission

**COUNCIL BILLS**

22. None

**RESOLUTIONS**

23. A resolution accepting the engineering proposal from Mecor Engineering Company, Inc. for the design of the new city building for the water department. **Action:** \_\_\_\_\_

**OTHER**

24. Discussion of speed control for Justin Lane  
25. Discussion of Consolidated Public Water District boundary changes  
26. Petition for annexation-Hummingbird Properties, LLC-set public hearing for May 17th

**REPORTS**

27. Mayor's Report  
28. Police Chief's Report  
29. City Administrator's Report  
30. City Attorney's Report  
31. Vote to go into closed session pursuant to Chapter 610.021 (1) litigation, legal matters; (3) personnel matters  
32. Go into open session and report action taken/if any  
33. Vote to adjourn the meeting

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

TUESDAY, APRIL 5, 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 April 5, 2016 at 815 East Broadway, Ashland, Missouri.

Alderman Klippel gave the invocation.

Mayor Rhorer called the roll:

Ward One: George Campbell-here, George Elliott-here  
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, Fred Boeckmann City Attorney, Darla Sapp, City Clerk, Jessi Kendall City Treasurer/Deputy City Clerk, Shelley Martin, Utility Clerk.

Mayor Rhorer presented the agenda of April 5, 2016 for consideration. Alderman Fasciotti made motion and seconded by Alderman Lewis to approve the agenda as presented. Mayor Rhorer called for the vote. Alderman Bronson reported an error on number 20. "Go into closed session and report action taken/if any; should read "go into open session and report action taken/if any." Mayor Rhorer called for the vote with the correction. Motion carried.

Mayor Rhorer presented the minutes of March 15, 2016 for consideration. Alderman Bronson made motion and seconded by Alderman Klippel to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer called for Gerald McKinney to discuss the sidewalk on Broadway. Gerald McKinney was not in attendance.

Mayor Rhorer reported the next item on the agenda is a student council presentation. Kat Griesbeck gave a presentation on a request to designate the school's north campus as Eagle Avenue from Broadway to Crump Lane. She explained the process the student council went through and the obstacles they came across on this project. She stated the Eagle Avenue signs will be placed along with the actual street signs. The Board was in agreement to this community dedication. Mayor Rhorer reported we would have a formal resolution at the April 19, 2016 council meeting on this matter.

Cecil Payne of the Economic Development Committee stated the student council met with them and discussed this and they support promoting the school district and this project.

Charlotte Beuselinck gave an update on the Lemonade Daze scheduled for June 11, 2016. She handed out a schedule to the Board and gave highlights of the programs they have scheduled. She thanked George Campbell for the use of the tent. She informed the Board that there will be at least 100 volunteers from the University of Missouri-Caring for Columba on April 16 doing volunteer work in our community from 9:30 to noon. Mrs. Beuselinck gave a formal request that a proclamation as Caring for Columbia Day in the City of Ashland be April 16, 2016.

Representatives from Setters Knoll Subdivision presented their request for help in getting Charter internet access to the subdivision. He explained the service they needed and asked for any help the City could offer

them. Mayor Rhorer reported the City could make contacts but did not have any authority over Charter since they are no longer franchised by the City. The Board encouraged the citizens to continue to pursue this and Mayor Rhorer agreed to meet with legislative officials.

Bryan Bradford informed the Board of a new organization called "Sons of the American Legion". He explained this to Board.

Mayor Rhorer asked if anyone wished to appear before the Board on an item not on the agenda.

Mayor Rhorer presented Council Bill No. 2016-009 for consideration. Alderman Bronson made motion and seconded by Alderman Elliott to take up Council Bill No. 2016-009, an ordinance authorizing the Mayor to enter into a road relinquishment agreement with the Missouri Highways and Transportation Commission. First Reading by title only. Mayor Rhorer explained the road relinquishment agreement. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2016-012 for consideration. Alderman Bronson made motion and seconded by Alderman Elliott to take up Council Bill No. 2016-012, an ordinance to amend Chapter 14 of the Code of the City of Ashland to amend Appendix C-3 Water Deposits. First Reading by the title only. Mayor Rhorer called for questions or comments. Shelley Martin, Utility Clerk reported after they reviewed this they felt it would be a book keeping issue for landlords with multiple accounts. She stated they currently do not have any trouble with landlord accounts. The Board discussed this. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Klippel-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2016-013 for consideration. Alderman Elliott made motion and seconded by Alderman Klippel to take up Council Bill No. 2016-013, an ordinance to repealing Section 27.180; Keeping of Pit Bull Dogs Prohibited in Chapter 27; Animals of the City Code. First Reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford reported that this repeals the pit bull dogs being prohibited from Ashland. He reported we have a vicious animal ordinance. Alderman Lewis questioned if a neighbor's dog was digging under your fence and barking creating fear if it would fall under vicious dogs? Chief Woolford reported it will fall under property damage, disturbing the peace, dog running at large, etc. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Lewis-aye, Alderman Fasciotti-abstained, Alderman Elliott-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2016-014 for consideration. Alderman Elliott made motion and seconded by Alderman Bronson to take up Council Bill No. 2016-014, an ordinance adopting an annual budget for the fiscal year beginning May 1, 2016 and appropriating funds pursuant thereto. First Reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Klippel-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2016-015 for consideration. Alderman Bronson made motion and seconded by Alderman Klippel to take up Council Bill No. 2016-015, an ordinance accepting sewer easements and temporary construction easements for the Northeast Ashland Sewer Extension Project; and authorizing the City Clerk to record the easements. First Reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye,

Alderman Elliott-aye, Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-abstained. Motion carried.

Mayor Rhorer presented Council Bill No. 2016-016 for consideration. Alderman Elliott made motion and seconded by Alderman Bronson to take up Council Bill No. 2016-016, an ordinance vacating sewer easements for the Northeast Ashland Sewer Extension Project; and authorizing the City Clerk to record the vacated easements. First Reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this is some minor realignments and vacated easements due to the realignment. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-abstained, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1058 for consideration. Alderman Elliott made motion and seconded by Alderman Bronson to take up Ordinance No. 1058, an ordinance authorizing the Mayor to enter into a road relinquishment agreement with the Missouri Highways and Transportation Commission. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer reported the next item on the agenda is discussion of the Republic Service trash options. Mayor Rhorer reported what would work at his home would be leave as is but once a week pickup. If you want two trash cans the customer can pay the additional \$6.00 a month. He reported to keep the price down it be would be a decrease in service. Lyn Woolford reported on the Town Hall meeting they had on the trash pick/recycling containers and the survey response. He reported it is mixed reviews since everyone has different needs The Board discussed the pro's and con's at great length. Lillian Kinard from Republic Trash Service reported we could look at different options in two years from now with the curb side recycling, etc. She reported the contract would be for a five year period but we can look at the options yearly. The Board discussed the price and options of once a week pick up and curb side recycling. The Board discussed the sewer increases and trying to keep the citizens monthly bill down. Mayor Rhorer called for a general consensus to have a contract brought to the table. Lillian Kinard stated there has only been a .27 cent increase over the last four years for the citizens of Ashland. Alderman Fasciotti stated after polling citizens and the surveys we have no definitive answer from the public. Mayor Rhorer stated they were elected as representative of the public and we are not going to please everyone with the decision we make. Mayor Rhorer stated it looks like the majority wants to leave it at same price with once a week pickup and the centralized recycling. If the customer wants to pay for two cans they can pay the \$6.00 extra fee. Alderman Klippel questioned if quarterly we could have an open top container? Lillian Kinard from Republic Services stated that would not be an option.

#### Mayor's Report:

Mayor Rhorer had nothing to report.

#### City Administrator's Report:

Lyn Woolford presented a report for the public works department. He discussed the sewer department ran the sewer camera in the sewer system on Johnson Street before the street gets resurfaced and found a few sewer issues that need to be repaired prior to the resurfacing being completed. He reported the street may be closed temporarily for this work within the next ten days weather permitting. Mr. Woolford updated the Board on the Renee stormwater project. He also explained another stormwater issue at the cul-de-sac on Oak Street but we do not currently have an easement to repair this.

Lyn Woolford reported he has received a request to replace some cellular antennas on water tower. The Board discussed this and had no issues with it as long as it did not block the emblems on the tower.

Lyn Woolford informed the Board of the police services survey on the website. Alderman Lewis reported that not everyone looks at the website and would know about this survey. Shelley Martin stated they do have on the utility bill to visit our website. Lyn Woolford reported there is also paper survey that can be filled out.

City Attorney's Report:

Fred Boeckmann stated that trash pickup is always a controversy.

Board of Aldermen's Report:

Alderman Klippel reported he received a complaint from Don Farris regarding the potholes when you turn onto Industrial Drive. Lyn Woolford state they would look into this and if it is MoDot responsibility he would report it.

Alderman Bronson reported he is receiving calls and complaints about speeders on Justin Lane. He stated he received complaints on the burnt truck behind the house on Appaloosa.

Alderman Campbell questioned the sales tax and reported Central Concrete had six trucks running all day.

Alderman Bronson made motion and seconded by Alderman Klippel to go into closed session pursuant to Chapter 610.021 (12) to discuss/negotiate contracts with a 10 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 back in open session with no reportable action taken.

Alderman Bronson made motion and seconded by Alderman Elliott to adjourn the meeting. 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.

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	\$13,355.01	\$1,710.61	\$77.30
YEARLY TOTAL	\$19,537.24	\$163,753.00	\$155,973.95	\$136,436.71	\$7,779.05
COLLECTED YTD	\$7,892.84	\$163,753.00	\$155,973.95	\$136,436.71	\$7,779.05
FY2016	Budgeted	\$155,000.00		Received	\$155,973.95
FY2015	Budgeted	\$165,000.00		Received	\$163,753.00
FY2014	Budgeted	\$30,000.00		Received	\$19,537.24



COUNCIL BILL NO. 2016-017

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER  
INTO A DEVELOPMENT AGREEMENT WITH  
HUMMINGBIRD PROPERTIES, LLC.

Whereas, Hummingbird Properties, LLC. wishes to enter into a development agreement for the sewer extension project with the City of Ashland ; and

Whereas, the Board of Aldermen has reviewed the development agreement and wishes to enter into the agreement.

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

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into a development agreement with Hummingbird Properties, LLC. 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

COUNCIL BILL NO. 2016-018

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER  
INTO A DEVELOPMENT AGREEMENT WITH THE BAPTIST  
HOME

Whereas, The Baptist Home wishes to enter into a development agreement for the sewer extension project with the City of Ashland; and

Whereas, the Board of Aldermen has reviewed the development agreement and wishes to enter into the agreement.

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

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into a development agreement with The Baptist Home. 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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM EXTENDING THE CONTRACT WITH ALLIED WASTE SERVICES TO PROVIDE PUBLIC SERVICES OF COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL SOLID WASTE FROM THE CITY LIMITS OF ASHLAND, MO.

Whereas, Allied Waste Services provides residential and commercial solid waste from the City Limits of Ashland, Mo. and has offered an addendum extending the contract for services.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute the addendum extending the agreement with Allied Waste Services.

Section 2. The terms of said agreement is set forth in the attached agreement and marked as Exhibit "A" which by this reference is incorporated herein as if more fully and completely set out.

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

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

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

Attest:

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

Certified to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

AN ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF THE CITY OF ASHLAND  
TO AMEND APPENDIX C-3 WATER DEPOSITS

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-3: WATER DEPOSITS**

Residential Homeowner Deposit per meter \$90.00

Commercial Deposit per meter \$150.00

Residential Rental Deposit per meter \$150.00

~~There shall be no exemptions from the deposit requirement.~~ Persons requesting water service for a building under construction shall pay a deposit based on the intended use of the building.  
Landlords shall not be required to pay a deposit.

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

AN ORDINANCE REPEALING SECTION 27.180, KEEPING OF PIT BULL DOGS  
PROHIBITED IN CHAPTER 27; ANIMALS OF THE CITY CODE

Whereas, the Board of Aldermen has reviewed Section 27.180, Keeping of Pit Bull Dogs Prohibited in Chapter 27; Animals; and

Whereas, The Board as agreed to repeal Section 27.180 in its entirety.

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

Section 1. The Board of Aldermen hereby repeals in its entirety Section 27.180, Keeping of Pit Bull Dogs Prohibited in Chapter 27; Animals.

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

Approved as to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2016 AND APPROPRIATING FUNDS PURSUANT THERETO

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WHEREAS, the City Administrator and City Staff has presented the Board of Aldermen with an annual budget for the fiscal year beginning May 1, 2016; and

WHEREAS, the Board of Aldermen has reviewed and agree with the recommendations for the annual budget for the fiscal year beginning May 1, 2016.

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

Section 1. The annual budget for the City of Ashland, Missouri, for the fiscal year beginning May 1, 2016 and ending April 30, 2017; A copy of which is attached and marked as "Exhibit A" hereto and made a part hereof as if fully set forth herein, is hereby adopted.

Section 2. Funds are hereby appropriated for the objects and purposes of expenditures set forth in said budget.

Section 3. Instructs the City Treasurer to distribute said budget to all entities that have interest in the financial matter of the City.

Section 4. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

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

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

Attest:

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

Certified as to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

AN ORDINANCE ACCEPTING EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE NORTHEAST ASHLAND SEWER EXTENSION PROJECT; AND AUTHORIZING THE CITY CLERK TO RECORD THE EASEMENTS

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

Section 1. The Board of Aldermen hereby accepts the acquisition of easement for the Northeast Ashland Sewer Extension Project. The form and content of the easements shall be substantially as set forth in the following exhibits, which are attached to and made a part of this ordinance.

- Exhibit A. Sewer Line Easement- James Robert Hagans and Viola Hagans, Nancy Lyn Rupard, Carol and Dennis Skinner and Gail Janeen Hagans-Reynolds and Rex Reynolds
- Exhibit B. Temporary Construction Easement- James Robert Hagans and Viola Hagans, Nancy Lyn Rupard, Carol and Dennis Skinner and Gail Janeen Hagans-Reynolds and Rex Reynolds
- Exhibit C. Sewer Line Easement-Diana L. Hallett and Larry N. Hall Revocable Trust
- Exhibit D. Temporary Construction Easement-Diana L. Hallett and Larry N. Hall Revocable Trust
- Exhibit E. Access Easement-George Campbell
- Exhibit F. Pump Station Easement-Hummingbird Properties, LLC.
- Exhibit G. Utility Easement-Hummingbird Properties, LLC.
- Exhibit H. Sewer line Easement-City of Columbia, Mo.
- Exhibit I. Temporary Construction Easement-City of Columbia, Mo.
- Exhibit J. Access Easement-City of Columbia, Mo.

Section 2. The Board of Aldermen, on behalf of the City of Ashland, hereby accepts the easements attached listed in Section 1 and authorizes the City Clerk to have the easements recorded in the office of the Boone County Recorder of Deeds.

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:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

AN ORDINANCE VACATING SEWER EASEMENTS FOR THE NORTHEAST ASHLAND SEWER EXTENSION PROJECT; AND AUTHORIZING THE CITY CLERK TO RECORD THIS ORDINANCE

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

Section 1. The Board of Aldermen hereby vacates easement for the Northeast Ashland Sewer Extension Project that were in excess of the needs for this project. The legal description of easements to be vacated shall be substantially as set forth in the following exhibits, which are attached to and made a part of this ordinance.

Exhibit A. Sewer Line Easement- James Robert Hagans and Viola Hagans, Nancy Lyn Rupard, Carol and Dennis Skinner and Gail Janeen Hagans-Reynolds and Rex Reynolds

Exhibit B. Public Road Easement-George R. Campbell

Section 2. The City Clerk is authorized to cause a copy of this ordinance to be recorded in the office of the Recorder of Deeds of Boone County, Missouri.

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:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2016-010

ORDINANCE NO. 1064

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 interest at the rate of Nine Percent (9%) per annum 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 Customer. 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 Customer 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. 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

"Customer"  
City of Ashland Missouri  
109 E. Broadway

Columbia, Missouri 65203

Ashland, MO 65010

(If nothing, then as shown in the CONTRACT)

### **13. GENERAL PROVISIONS**

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

13.2 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.

13.3 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.

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

13.5 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 13.

13.6 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.

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

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

13.9 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.

13.10 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.

13.11 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.**

**Client**

By (sign): \_\_\_\_\_

By (sign): \_\_\_\_\_

By (print): \_\_\_\_\_

By (print): \_\_\_\_\_

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

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

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

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

COUNCIL BILL NO. 2016-011

ORDINANCE NO. 1065

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, and if the parties have not entered into a new agreement, then this Agreement shall automatically renew for successive three (3) month periods. If this Agreement automatically renews for any three (3) month period, 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) four (4) 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: \_\_\_\_\_

EXHIBIT B

MAN-IT SERVICE CALCULATOR

*See attached quotes*

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER  
INTO A DEVELOPMENT AGREEMENT WITH  
HUMMINGBIRD PROPERTIES, LLC.

Whereas, Hummingbird Properties, LLC. wishes to enter into a development agreement for the sewer extension project with the City of Ashland ; and

Whereas, the Board of Aldermen has reviewed the development agreement and wishes to enter into the agreement.

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

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into a development agreement with Hummingbird Properties, LLC. 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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER  
INTO A DEVELOPMENT AGREEMENT WITH THE BAPTIST  
HOME

Whereas, The Baptist Home wishes to enter into a development agreement for the sewer extension project with the City of Ashland; and

Whereas, the Board of Aldermen has reviewed the development agreement and wishes to enter into the agreement.

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

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into a development agreement with The Baptist Home. 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

RESOLUTION # 04-19-2016

A RESOLUTION DECLARING THE RESULTS OF THE GENERAL ELECTION HELD IN THE CITY OF ASHLAND, MISSOURI ON APRIL 5, 2016.

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

Section 1 Whereas, the Board of Aldermen of the City of Ashland, Missouri did call for an election to be held on the 5<sup>th</sup> day of April, 2016, for the purpose of submitting to the qualified voters the election of, Mayor, Alderman in the First Ward, Alderman in the Second Ward, One Year Term, Alderman in the Second Ward, Two Year Term, Alderman in the Third Ward-One Year Term and Alderman in the Third Ward-Two Year Term.

Whereas, as provided by the election laws of this City, the General Election was held on the 5<sup>th</sup> day of April, 2016; and

Whereas, the results of said election have been certified by the County Clerk shown to the Board of Aldermen; and

Whereas, the County Clerk has examined the election returns of said General Election and the Certification of Election Results made by the County Clerk shows the following results, to wit:

Mayor

GENE RHORER-447

Alderman, Ward One

DANNY CLAY-94

GEORGE ELLIOTT-45

Alderman, Ward Two, Two Year Term

JAMES FASCIOTTI-113

Alderman, Ward Two, One Year Term

JESSE BRONSON-117

Alderman, Ward Three, Two Year Term

RICK LEWIS-189

Alderman, Ward Three, One Year Term- write in vote

MICHELLE LESLIE-1

RANDY WYATT-1

GRANT M KITCH-1

STEVEN HOARD-2

BARBARA BISHOP-1

JOHN WILLIAM PARK-3

ERIC JENNINGS-1

FRED KLIPPEL-8

JASON AHTEN-1

LANCE WATSON-1

ALLYSSA HUSKEY-1  
STEPHEN CHEAVENS-1  
BRUCE LESSLEY-1  
FRANK WHITE-1  
WAYNE JOHNSON-3  
DAVID STRAATMANN-1  
TIM GADDY-1  
MATT UHRIG-1  
MARSHA LESSLEY-2  
MIKE EGWFF-1  
RICHARD DOCKINS-1  
MIKE ANDERSON-1

Section 2. We, the Board of Aldermen, do hereby certify that according to the ballots cast at said General Election, the following were elected to their representative offices, to-wit:

Mayor-Gene Rhorer  
Alderman Ward One-Danny Clay  
Alderman Ward Two-Two Year Term-James Fasciotti  
Alderman Ward Two-One Year Term-Jesse Bronson  
Alderman Ward Three-Two Year Term-Rick Lewis  
Alderman Ward Three-One Year Term-write in vote-Fred Klippel

Passed and adopted this 19th day of April, 2016.

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

Attest:

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

State of Missouri)  
                                  )ss.  
County of Boone)

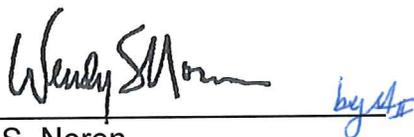
I, Wendy S. Noren, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the City of Ashland, County of Boone, State of Missouri, on Tuesday, April 5, 2016, there were cast by the qualified voters of said City the following votes:

Mayor		
GENE RHORER		447
Alderman Ward One		
DANNY CLAY		94
GEORGE ELLIOTT		45
Alderman Ward Two (2 year term)		
JAMES FASCIOTTI		113
Alderman Ward Two (1 year term)		
JESSE BRONSON		117
Alderman Ward Three (2 year term)		
RICK LEWIS		189
Alderman Ward Three (1 year term)		
Michelle Leslie		1
Randy Wyatt		1
Grant M Kitch		1
Steven Hoard		2
Barbara Bishop		1
John William Park		3
Eric Jennings		1
Fred Klippel		8
Jason Ahten		1
Lance Watson		1
Allyssa Huskey		1

Stephen Cheavens	1
Bruce Lessley	1
Frank White	1
Wayne Johnson	3
David Straatmann	1
Tim Gaddy	1
Matt Uhrig	1
Marsha Lessley	2
Mike Egwff	1
Richard Dockins	1
Mike Anderson	1

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 12th day of April, 2016.

(seal)



Wendy S. Noren  
Clerk of the County Commission  
and Election Authority in and for  
the County of Boone, State of Missouri

RESOLUTION 4-19-2016

A RESOLUTION DESIGNATING NORTH MAIN STREET BETWEEN BROADWAY AND CRUMP LANE AS AN HONORARY STREET NAME OF "EAGLE AVENUE".

WHEREAS, the Southern Boone Student Council gave a presentation requesting that North Main Street be given an honorary name of "Eagle Avenue"; and

WHEREAS, the Board of Aldermen was in agreement.

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI;

Section 1. North Main Street between Broadway and Crump Lane be designated as an honorary street name of "Eagle Avenue."

Dated this 19<sup>th</sup> day of April, 2016.

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

Attest:

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

To: City of Ashland

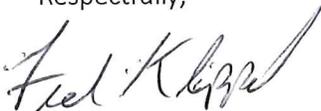
From: Fred Klippel

Re: Planning & Zoning Commission

Date: April 12, 2016

Please accept my resignation from the City of Ashland Planning & Zoning Commission. I have been a member of P&Z for a long period of time most recently serving as an Alderman on P&Z. After the recent election, another Alderman will be serving on P&Z and as policies state, only one Alderman may be on Planning & Zoning at a time.

Respectfully,

A handwritten signature in cursive script that reads "Fred Klippel". The signature is written in dark ink and is positioned to the left of the typed name.

Fred Klippel  
Alderman Ward 3  
City of Ashland



CITY OF ASHLAND, MISSOURI
APPLICATION FOR VOLUNTARY ANNEXATION

Legal description of the property to be annexed (attach if necessary). Note: A copy of a deed will usually suffice as a legal description. Copies of deeds can be obtained from the Boone County Recorder's Office located at 807 E. Walnut or by phone at (573) 886-4345 or www.showmeboone.com.

Applicant: Hummingbird Properties LLC

Legal Description: see attached

Name(s) of all owners of record of the property to be annexed: Hummingbird Properties LLC

Contact Person: Jason Kemna Phone #: 573-447-5902

Mailing Address: 5875 W. Van Horn Tavern Rd. Columbia MO 65203

Addresses of all existing structures on the property to be annexed: 7210 E. Route E

Permanent city zoning requested: API

Existing Boone County Zoning of property to be annexed: A-1

Types of existing structures on property to be annexed: House & Garage

Square Footage of Existing structures: 1,816 (House) 910 (Garage)

Acreage of property to be annexed: 4

14 Digit Tax Parcel Number(s): 21-900-25-00-002.0001

Reason Annexation Request is being made: to be part of the Ponderosa Commerce Plat

Existing Services Are Provided By:

Water: City of Ashland Consolidated Water District #1

Sewer: City of Ashland Other:

Electrical: Ameren UE Boone Electric

Other:

Applicant Signature:

Date: 11 April 2016

DESCRIPTION FOR PONDEROSA COMMERCE ANNEXATION – API ZONING  
FOR HUMMINGBIRD PROPERTIES, LLC.  
JOB #150518

APRIL 11, 2016

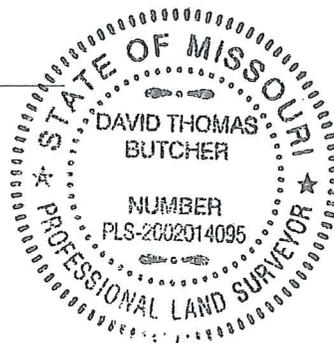
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 12 WEST, ASHLAND, BOONE COUNTY, MISSOURI AND BEING DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 4537, PAGE 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 AND WITH THE WEST LINE THEREOF, S 1°11'20"W, 140.63 FEET TO SOUTH LINE OF TRACT 1 OF THE SURVEY RECORDED IN BOOK 366, PAGE 29 AND THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING THE WEST LINE OF SAID SECTION 25, AND WITH THE SOUTH LINE OF SAID TRACT 1, S 44°43'05"E. 290.78 FEET; THENCE LEAVING SAID SOUTH LINE, S 1°11'20"W, 697.67 FEET; THENCE N 88°48'40"W, 208.84 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE WITH SAID WEST LINE, N 1°11'20"E, 900.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.83 ACRES.

  
\_\_\_\_\_  
DAVID T. BUTCHER, PLS-2002014095

4/11/2016  
DATE



4-19-2016

A RESOLUTION ACCEPTING THE ENGINEERING PROPOSAL FROM MECO ENGINEERING  
COMPANY, INC. FOR THE DESIGN OF THE NEW CITY BUILDING FOR THE WATER  
DEPARTMENT

---

WHEREAS, the City of Ashland requested a proposal from Meco Engineering Company, Inc. for the design of the new city building for the water department; and

WHEREAS, the City Staff has reviewed the proposal and has recommended approval.

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

The Board of Aldermen authorizes the expenditure of a cost not to exceed \$8,000 as set forth in the attached proposal, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

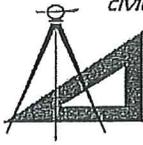
\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

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

# **MECO ENGINEERING COMPANY, INC.**

*CIVIL - STRUCTURAL - ELECTRICAL - MECHANICAL ENGINEERS and LAND SURVEYORS*



2701 Industrial Drive, Jefferson City, Missouri 65109  
Voice (573) 893-5558 – Fax (573) 893-5404  
[www.mecoengineering.com](http://www.mecoengineering.com)

April 13, 2016

MECO Project # 002-492.16

City of Ashland  
109 E Broadway  
Ashland MO 65010

ATTN: Lyn Woolford, City Administrator

RE: Engineering New City Building

Dear Mr. Woolford:

Our Engineering Proposal for the design of the new city building is as follows:

## SURVEY:

We will perform a small topographic survey of the site area to set the building on the property. We will also set control points for further staking and a benchmark.

Estimated Fee \$1,500

## SITE DESIGN:

We will supply a grading plan and building location with staking coordinates.

Estimated Fee \$700

## STRUCTURAL DESIGN:

We will design and supply a foundation and floor slab plan with cross sections for construction of the foundation. Develop specification for construction.

Estimated Fee \$2,500

## MEP DESIGN:

We will perform the following:

- a. Locate electrical devices, circuit devices, develop electrical service and riser
- b. Lay out and size water and waste piping. Develop riser diagrams
- c. Select plumbing fixtures

- d. Size HVAC load, select equipment, layout ductwork and exhaust venting
- e. Develop technical specifications

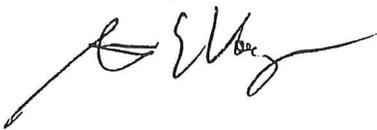
Estimated Fee \$3,300

The total fee for the project will not exceed \$8,000.

If you have any questions, please do not hesitate to contact us.

Sincerely,

MECO ENGINEERING CO., INC.

A handwritten signature in black ink, appearing to read 'S. Vogler', with a long horizontal flourish extending to the right.

Scott E. Vogler, P.E.  
President