

**CITY OF ASHLAND
109 EAST BROADWAY
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, JUNE 03, 2014
7:00 P.M.**

Call to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 06-03-2014 agenda: **Action:** _____
2. Consideration of the meeting minutes from 5-20-2014: **Action:** _____
3. Bills to be paid: **Action:** _____

APPEARANCES

4. Karen Miller, Southern Commissioner-bids for Angel Lane: Board to vote to award the bid for Angel Lane Improvements
5. Lyn Woolford, Chief of Police-monthly report
6. Anyone wishing to appear before the Board

APPOINTMENTS

7. None

COUNCIL BILLS

8. Council Bill No. 2014-017, an ordinance to amend Section 19.430 of the Code of the City of Ashland pertaining to carrying concealed firearms. First Reading by title only. **Action:** _____

ORDINANCES

9. Ordinance No. 983, an ordinance to change the zoning of a parcel of land from C-N, Neighborhood Commercial to R-1, Single Family Residential District for McKinney Properties. **Action:** _____

RESOLUTIONS

10. A Resolution authorizing the Mayor to enter into a contract with APAC-Missouri, Inc. for the 2014 Street Asphalt Milling and Overlay project. **Action:** _____

OTHER

11. Sewer and Water Rates-review
12. Discussion of limiting aldermen reports to five minutes

REPORTS

13. Mayor's Report
14. Board of Aldermen's Report
15. City Administrator's Report
16. City Attorney's Report

17. Vote to adjourn 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.)

The City of Ashland Board of Aldermen may have a study session, or special meeting or hold a closed meeting pursuant to Chapter 610.021 (1) thru 610.21 (21).

Posted: 5-30-2014

City Hall and website: www.ashlandmo.us

NOTICE

DUE TO COMPUTER ISSUES THIS WEEK
THE MEETING MINUTES OF 5-20-2014
ARE NOT INCLUDED IN THIS PACKET. I
WILL E-MAIL THEM ON MONDAY
AFTERNOON. I APOLOGIZE FOR THIS,
BUT WE DID NOT HAVE ACCESS TO OUR
COMPUTER FILES.

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

ACCOUNTS PAYABLE CLAIMS					

10-02-2001	United States Treasure	FED/FICA TAX	1,424.96	9126603	5/16/14
10-02-2001	United States Treasure	FED/FICA TAX	1,460.61	9126607	5/30/14
10-02-2002	United States Treasure	FED/FICA TAX	2,191.38	9126603	5/16/14
10-02-2002	United States Treasure	FED/FICA TAX	2,232.42	7,309.37	9126607 5/30/14
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	1,687.00	24722	5/30/14
10-02-2010	Missouri Local Government	Lagers - Police	4,102.90	24723	5/30/14
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	6,475.10	3207	5/16/14
10-10-5115	MISSOURI MUNICIPAL LEAGUE	CONFERENCE CITY ADMIN	200.00	3215	5/16/14
10-10-5205	Winter Dent & Company	PROPERTY INSURANCE	44,329.00	3220	5/16/14
10-10-5303	Lowe's Business Account	CLEANING SUPPLIES	57.81	3211	5/16/14
10-10-5305	CHARTER COMMUNICATIONS	INTERNET	18.33	3205	5/16/14
10-10-5360	AT & T	TELEPHONE SERVICE	56.00	3198	5/16/14
10-10-5360	CENTURYLINK	TELEPHONE	27.43	3204	5/16/14
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	3199	5/16/14
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE	19.79	3200	5/16/14
10-10-5380	CULLIGAN WATER	BOTTLED WATER	11.83	3208	5/16/14
10-10-5380	FRANCOTYP-POSTALIA, INC	POSTAGE METER AGREEMENT	38.50	3209	5/16/14
10-10-5670	Witt Print Shop	ENVELOPES	30.46	3221	5/16/14
10-10-5680	CMRS-FP	POSTAGE FOR METER	1,200.00	3206	5/16/14
10-15-5110	SENTINEL LUMBER & HARDWARE	KEY FOR OLD JAIL	1.75	3218	5/16/14
10-15-5305	CHARTER COMMUNICATIONS	INTERNET	18.33	3205	5/16/14
10-15-5360	AT & T	TELEPHONE SERVICE	56.00	3198	5/16/14
10-15-5360	CENTURYLINK	TELEPHONE	116.71	3204	5/16/14
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	3199	5/16/14
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE	19.79	3200	5/16/14
10-15-5380	CULLIGAN WATER	BOTTLED WATER	11.83	3208	5/16/14
10-15-5380	FRANCOTYP-POSTALIA, INC	POSTAGE METER AGREEMENT	38.50	3209	5/16/14
10-15-5425	Warrenton Oil Company	FUEL APRIL 2014	1,907.19	3219	5/16/14
10-15-5640	Mid Missouri Drug Testing	DRUG TESTING JC NEW OFFICER	28.50	3214	5/16/14
10-15-5670	QUILL CORPORATION	LABEL TAPE POLICE CLERK	41.98	3216	5/16/14
10-15-5670	Witt Print Shop	ENVELOPES	30.46	3221	5/16/14
10-15-5680	CMRS-FP	POSTAGE FOR METER	500.00	3206	5/16/14
10-15-5815	SENTINEL LUMBER & HARDWARE	JUMPER CABLES	24.19	3218	5/16/14
10-18-5368	BOONE ELECTRIC COOPERATIVE	UTILITIES	35.43	3202	5/16/14
10-18-5425	MFA Oil Company	FUEL APRIL 2014	357.96	3213	5/16/14
10-18-5610	RIBACK SUPPLY COMPANY	FAUCET PARK	54.76	3217	5/16/14
10-18-5610	SENTINEL LUMBER & HARDWARE	CEMENT, GRASS SEED	42.50	3218	5/16/14
15-16-5240	BOONE COUNTY CIRCUIT CLERK	COURT FINE CITY OF STURGEON	25.00	3201	5/16/14
15-16-5448	JEFFREY R. KAYS	MONTHLY PROSECUTION FEES	833.33	3210	5/16/14
20-02-2001	United States Treasure	FED/FICA TAX	64.08	9126603	5/16/14
20-02-2001	United States Treasure	FED/FICA TAX	64.08	9126607	5/30/14
20-02-2002	United States Treasure	FED/FICA TAX	217.50	9126603	5/16/14
20-02-2002	United States Treasure	FED/FICA TAX	217.50	563.16	9126607 5/30/14
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	93.00	24722	5/30/14
20-02-2010	Missouri Local Government	Lagers - Reg.	418.08	24723	5/30/14
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	647.51	3207	5/16/14
20-20-5125	Lowe's Business Account	GLOVES	9.24	3211	5/16/14
20-20-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	846.49	3202	5/16/14
20-20-5360	CENTURYLINK	TELEPHONES	25.07	3204	5/16/14
20-20-5420	SENTINEL LUMBER & HARDWARE	MAINTENANCE	25.49	3218	5/16/14
20-20-5425	MFA Oil Company	FUEL APRIL 2014	661.82	3213	5/16/14

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR		CHECK
			TOTAL	CHECK#	DATE
20-20-5603	BOONE QUARRIES	BASE ROCK STREET PATCH	435.86	3203	5/16/14
20-20-5605	SENTINEL LUMBER & HARDWARE	STRAW, FERTILIZER	98.22	3218	5/16/14
20-20-5629	SENTINEL LUMBER & HARDWARE	MATERIALS	40.64	138.86	3218 5/16/14
45-02-2001	United States Treasure	FED/FICA TAX	889.24	9126603	5/16/14
45-02-2001	United States Treasure	FED/FICA TAX	869.05	9126607	5/30/14
45-02-2002	United States Treasure	FED/FICA TAX	1,464.06	9126603	5/16/14
45-02-2002	United States Treasure	FED/FICA TAX	1,434.92	4,657.27	9126607 5/30/14
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	881.00	24722	5/30/14
45-02-2010	Missouri Local Government	Lagers - Reg.	2,781.64	24723	5/30/14
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	4,070.79	24709	5/16/14
45-02-2014	COLBY BRANCH	HSA	95.08	9126605	5/16/14
45-02-2014	COLBY BRANCH	HSA	95.08	190.16	9126609 5/30/14
45-02-2014	WADE MIDDAUGH	HSA	95.08	9126604	5/16/14
45-02-2014	WADE MIDDAUGH	HSA	95.08	190.16	9126608 5/30/14
45-30-4245	ROBERTA SCHOLES	OVER PAYMENT	640.00	24721	5/20/14
45-30-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	956.32	24704	5/16/14
45-30-5425	BEE LINE SNACK SHOP	FUEL APRIL 2014	591.37	24703	5/16/14
45-30-5600	MISSOURI ONE CALL SYSTEM, INC.	MO ONE CALL APRIL 2014	55.90	24716	5/16/14
45-30-5618	HAWKINS, INC	CHLORINE WELL 5 & 6	539.50	24713	5/16/14
45-30-5628	SENTINEL LUMBER & HARDWARE	PRIMER PAINT, CEMENT	29.41	24718	5/16/14
45-35-5910	CLEAN CUT SERVICES	MONTHLY YARD WASTE FEE	1,345.83	24708	5/16/14
45-40-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	416.09	24704	5/16/14
45-40-5311	BOONE ELECTRIC COOPERATIVE	ANGEL LANE	30.92	447.01	24704 5/16/14
45-40-5355	FROST ELECTRIC SUPPLY COMPANY	WIRING, CONNECTORS SCADA	536.39	24712	5/16/14
45-40-5355	VANDEVANTER ENGINEERING-STL	SALINDA LIFT STATION	1,133.10	24719	5/16/14
45-40-5360	CENTURYLINK	TELEPHONES	34.18	24706	5/16/14
45-40-5425	CASEY'S GENERAL STORE, INC.	FUEL APRIL 2014	277.00	24705	5/16/14
45-40-5600	MISSOURI ONE CALL SYSTEM, INC.	MO ONE CALL APRIL 2014	55.90	24716	5/16/14
45-40-5605	MOSER'S DISCOUNT FOODS	SUPPLIES	20.95	24717	5/16/14
45-50-5305	CHARTER COMMUNICATIONS	INTERNET	18.33	24707	5/16/14
45-50-5360	AT & T	TELEPHONE SERVICE	56.01	24700	5/16/14
45-50-5360	CENTURYLINK	TELEPHONES	182.55	24706	5/16/14
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.34	24701	5/16/14
45-50-5380	AUSTIN COFFEE SERVICE	COFFEE	19.80	24702	5/16/14
45-50-5380	CULLIGAN WATER	BOTTLED WATER	11.84	24710	5/16/14
45-50-5380	FRANCOTYP-POSTALIA, INC	POSTAGE METER AGREEMENT	38.50	24711	5/16/14
45-50-5380	RICOH USA, INC	COPIES	26.99	24714	5/16/14
45-50-5670	Witt Print Shop	UTILITY BILLS	506.58	24720	5/16/14

TOTAL ACCOUNTS PAYABLE CHECKS 93,891.79

PAYROLL CHECKS

10	GENERAL	10,705.74
20	STREET	1,159.92
45	UTILITIES	7,258.90

PAYROLL CHECKS ON 5/16/2014 19,124.56

10	GENERAL	10,895.13
20	STREET	1,159.92
45	UTILITIES	7,120.68

FUND FUND NAME	VENDOR TOTAL	CHECK#	CHECK DATE

PAYROLL CHECKS ON 5/30/2014	19,175.73		
TOTAL PAYROLL CHECKS	38,300.29		
**** PAID TOTAL ****	132,192.08		
***** REPORT TOTAL *****	132,192.08		



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, PE; CHIEF ENGINEER

MEMO

DATE: 5/30/14
SUBJECT: BID AWARD RECOMMENDATION – 25-22MAY14 – Angel Lane
TO: City of Ashland
FROM: Derin Campbell, P.E.

Please find attached the bid tabs as prepared by the Boone County Purchasing Department. The project was bid with several options. There was a base bid with a total of 4 alternates, which equals a total of 5 different options for the City of Ashland and Boone County.

The specifications state that the low bidder be determined by bids submitted for the base bid. APAC – Missouri was read low and tabbed out to remain low.

The base bid, which is a full depth reclamation with a 2" overlay, was read at \$374,153.75. Upon examination, the tab shows an increase of approximately \$21,000 for Alternate #1 for a small (200 square yards) concrete road section. The unit price of concrete for this alternate would be at a significant premium to what the County has seen on other projects. The project totals increase between alternates, get more significant as the alternates progress.

As per the agreement between the city and county, the county is to make a recommendation with the final decision being made by the city council. After reviewing the bid tabs for the above referenced project, it is the recommendation of the department to award the base bid.

25-22MAY14 - Angel Lane Pavement Reconstruction

BID TABULATION

Base Bid	Description	Qty.	Unit	ENGINEER'S ESTIMATE		APAC - Missouri, Inc.		Christensen Construction Co.		AVERAGE BID	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	General Mobilization	1	LUMP SUM	\$5,000.00	\$5,000.00	\$30,860.00	\$30,860.00	\$64,500.00	\$64,500.00	\$47,880.00	\$47,880.00
	Full Depth Reclamation STA. 0+00 to 66+50 (12 in. mill with cement)	16,995	S.Y.	\$7.00	\$118,965.00	\$8.25	\$140,208.75	\$10.57	\$179,687.15	\$9.41	\$159,922.95
	Base Rock (5 in. additional rock from STA. 31+00 to STA. 35+00)	250	Ton	\$15.00	\$3,750.00	\$23.42	\$5,855.00	\$19.00	\$4,750.00	\$21.21	\$5,302.50
	Asphalt Surface (2 in. thick)	16,995	S.Y.	\$12.30	\$209,038.50	\$10.00	\$169,950.00	\$9.24	\$140,038.80	\$9.12	\$154,994.40
	Striping Centerline (2 coats)	6,650	L.F.	\$1.00	\$6,650.00	\$0.90	\$5,985.00	\$1.00	\$6,650.00	\$0.95	\$6,317.50
	Regrading Shoulders (both sides)	1	LUMP SUM	\$2,000.00	\$2,000.00	\$7,100.00	\$7,100.00	\$4,000.00	\$4,000.00	\$5,550.00	\$5,550.00
	Traffic Control (design and installation as needed for construction)	1	LUMP SUM	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$1,000.00	\$1,000.00	\$2,550.00	\$2,550.00
	Seed and Straw Disturbed Area (permanent)	3	ACRE	\$1,500.00	\$4,500.00	\$2,205.00	\$6,615.00	\$1,000.00	\$3,000.00	\$1,602.50	\$4,807.50
	Regrading Gravel Driveways (2' minus aggregate)	120	Ton	\$30.00	\$3,600.00	\$19.00	\$2,280.00	\$30.00	\$3,600.00	\$24.50	\$2,940.00
	Erosion Control	1	LUMP SUM	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$850.00	\$850.00
	Alternate #1										
	Heavy Duty Concrete from STA. 0+00 to STA. 0+80 (incl. base)	196	S.Y.	\$52.00	\$10,192.00	\$109.91	\$21,542.36	\$108.00	\$21,168.00	\$108.96	\$21,355.18
	Full Depth Reclamation Deduct	-196	S.Y.	\$8.00	-\$1,568.00	\$8.24	-\$1,615.04	\$4.00	-\$784.00	\$6.12	-\$1,199.52
	Asphalt Surface Deduct	-196	S.Y.	\$12.30	-\$2,410.80	\$8.90	-\$1,744.40	\$8.00	-\$1,568.00	\$8.45	-\$1,656.20
	Traffic Control (design and installation as needed for construction)	1.0	LUMP SUM	\$1,000.00	\$1,000.00	\$2,675.08	\$2,675.08	\$500.00	\$500.00	\$1,587.54	\$1,587.54
	Alternate #2										
	Heavy Duty Concrete from STA. 10+60 to STA. 15+00 (incl. base)	1,076	S.Y.	\$52.00	\$55,952.00	\$77.98	\$83,906.48	\$76.00	\$81,776.00	\$76.99	\$82,841.24
	Full Depth Reclamation Deduct	-1,076	S.Y.	\$8.00	-\$8,608.00	\$8.24	-\$8,866.24	\$4.00	-\$4,304.00	\$6.12	-\$6,585.12
	Asphalt Surface Deduct	-1,076	S.Y.	\$12.30	-\$13,234.80	\$8.90	-\$9,576.40	\$8.00	-\$8,608.00	\$8.45	-\$9,092.20
	Traffic Control (design and installation as needed for construction)	1	LUMP SUM	\$1,000.00	\$1,000.00	\$11,847.16	\$11,847.16	\$500.00	\$500.00	\$6,173.58	\$6,173.58
	Alternate #3										
	Mobilization	1	LUMP SUM	\$2,000.00	\$2,000.00	\$791.24	\$791.24	\$7,300.00	\$7,300.00	\$4,045.62	\$4,045.62
	Heavy Duty Concrete from STA. 0+00 to STA. 15+00 (incl. base)	3,667	S.Y.	\$62.00	\$227,354.00	\$70.21	\$257,460.07	\$61.00	\$223,687.00	\$65.61	\$240,573.54
	Full Depth Reclamation Deduct	-3,667	S.Y.	\$8.00	-\$29,336.00	\$8.24	-\$30,216.08	\$4.00	-\$14,668.00	\$6.12	-\$22,442.04
	Asphalt Surface Deduct	-3,667	S.Y.	\$12.30	-\$45,104.10	\$8.90	-\$32,636.30	\$8.00	-\$29,336.00	\$8.45	-\$30,986.15
	Traffic Control (design and installation as needed for construction)	1	LUMP SUM	\$1,000.00	\$1,000.00	\$30,978.00	\$30,978.00	\$1,000.00	\$1,000.00	\$15,989.00	\$15,989.00
	BASE Bid Total				\$363,503.50		\$374,153.75		\$407,675.95		\$390,914.85
	Base Bid + Alternate #1						\$395,011.75		\$426,991.95		\$411,001.85
	Base Bid + Alternate #2						\$451,464.75		\$477,039.95		\$464,252.35
	Base Bid + Alternate #1 + Alternate #2						\$472,322.75		\$496,555.95		\$484,339.35
	Base Bid + Alternate #3						\$600,530.68		\$595,659.95		\$598,094.82
	Bid Response						Y		Y		
	Debarment						Y		Y		
	Work Authorization Certification						Y		Y		
	Statement of Bidders Qualifications						Y		Y		
	Anti-Collusion Statement						Y		Y		
	Bid Bond						Y		Y		
	Signature and Identity of Bidder						Y		Y		
	Bidders Acknowledgment						Y		Y		

AN ORDINANCE TO AMEND SECTION 19.430 OF THE CODE OF THE CITY OF
ASHLAND PERTAINING TO CARRYING CONCEALED FIREARMS

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

Section 1. Chapter 19 of the Ashland City Code is hereby amended as follows:

Material to be added underlined.

SECTION 19.430: Carrying Concealed Firearms Prohibited – Penalty for Violation

A. It shall be a violation of this Section, punishable as hereinafter provided, for any person to carry any concealed firearm into:

1. Any Police, Sheriff or Highway Patrol office or station without the consent of the Chief Law Enforcement Officer in charge of that office or station. Possession of a firearm in a vehicle on the premises of the office or station shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

2. Within twenty five (25) feet of any polling place on any election day. Possession of a firearm in a vehicle on the premises of the polling place shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

3. The facility of any adult or juvenile detention or correctional institution, prison or jail. Possession of a firearm in a vehicle on the premises of any adult, juvenile detention or correctional institution, prison or jail shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

4. Any courthouse solely occupied by the Circuit, Appellate or Supreme Court, or any courtrooms, administrative offices, libraries or other rooms of any such court whether or not such court solely occupies the building in question. This Subdivision shall also include, but not be limited to, any juvenile, family, drug or other court offices, any room or office wherein any of the courts or offices listed in this Subdivision are temporarily conducting any business within the jurisdiction of such courts or offices, and such other locations in such manner as may be specified by Supreme Court Rule pursuant to Subdivision (6) of this Subsection. Nothing in this Subdivision shall preclude those persons listed in Subsection (B)(1) of Section 210.250 while within their jurisdiction and on duty, those persons listed in Subsections (B)(2) and (3) of Section 210.250, or such other persons who serve in a law enforcement capacity for a court as may be specified by Supreme Court Rule pursuant to Subdivision (6) of this Subsection from carrying a concealed firearm within any of the areas described in this Subdivision. Possession of a firearm in a vehicle on the premises of any of the areas listed in this Subdivision shall not be a criminal

offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

5. Any meeting of the Board of Aldermen except that nothing in this section shall preclude a member of the Board of Aldermen holding a valid concealed carry permit or endorsement from carrying a concealed firearm at a meeting of the Board of Aldermen. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

6. Any building owned, leased or controlled by the City of Ashland identified by signs posted at the entrance to the building. This Subsection shall not apply to any building used for public housing by private persons, highways or rest areas, firing ranges, and private dwellings owned, leased, or controlled by the City of Ashland. Persons violating this Subsection may be denied entrance to the building, ordered to leave the building and, if employees of the City, be subjected to disciplinary measures for violation.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage.

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE TO CHANGE THE ZONING OF A PARCEL OF LAND FROM (C-N) NEIGHBORHOOD COMMERCIAL TO (R-1) SINGLE FAMILY RESIDENTIAL FOR MCKINNEY PROPERTIES

WHEREAS, Public Notice of such was given as prescribed by Missouri State Statute 89.040, and a public hearing was held on Tuesday, May 13, 2014; and

WHEREAS, the Planning and Zoning Commission has reviewed the pertinent information and received comment from adjacent residents and has unanimously agreed to recommend to the Board of Aldermen to approve the rezoning from (C-N) Neighborhood Commercial to (R-1) Single Family Residential; and

WHEREAS, the Board of Aldermen of the City of Ashland, Missouri has reviewed the request as submitted and has elected to rezone the property described in Section 1 from (C-N) Neighborhood Commercial to (R-1) Single Family Residential; and

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

Section 1. The zoning is hereby amended from the present (C-N) Neighborhood Commercial to (R-1) Single Family Residential for the following described property:

- Palomino Ridge-Lot 4, Parcel No. 24-219-00-07-004.0001
- Palomino Ridge-Lot 5, Parcel No. 24-219-00-07-005.0001

Section 2. The City hereby finds and declares that the property described in Section 1 hereof is at the present particularly suitable for the purposes and uses of (R-1) Single Family Residential and in conformity with the existing uses and value of the immediately surrounding properties.

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

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified to correct form:

Fred Boeckmann, City Attorney



POSSIBLE CHANGES TO THE SEWER BILLING POLICY

MAY 30, 2014

Annual Calculation of Average Sewer Charge

Description: In April of each year, we will have our Summit software calculate the average water usage for a period to be determined (such as Sept-Mar). The software would then bill customers that average sewer usage for the remainder of the year. This calculation would be done annually every April.

NOTE: Any new account or transfer account will be billed one of three ways for the remainder of the year, as they have no average in the system.:

1. Billed only the base charge per month of \$8.90.
2. Billed a set average amount that would be determined by staff, such as the city wide customer average.
3. Billed a choice of averages determined by the number of people residing in the home. (i.e. 1 person = 1,000 gallons, 2 people = 2,000 gallons, etc.). This option would not be done by the software, each account average must be entered by hand.

Pros:

Under this plan the software will calculate each customers average usage automatically.

This plan will ease the strain for high consumption users during summer months when water for landscaping and lawns increases.

Cons:

This plan only has three options for customers that start or transfer service during year. If we choose to bill only base charges to these customers this will result in a substantial loss of sewer revenue. If we choose to bill them a set average considered fair, we can assume customers who fall below that average will feel as if they have been unfairly charged.

Under this plan the City and customers will not be able to accurately determine how much water is being used for irrigation or watering, and how much is normal household usage.

This plan will discourage users from conserving water, especially during years where droughts occur.

This course of action will result in a loss of sewer revenue. Without specifics, we cannot give you an estimated change in revenue.



POSSIBLE CHANGES TO THE SEWER BILLING POLICY

MAY 30, 2014

Current Policy

SEWER RATE: Currently, SW charges are based on water consumption each month. The cost is \$3.78 per 1,000 gallons of water consumed. The sewer rate is 80% of the current water rate.

IRRIGATION METERS: The City currently offers customers the choice to install a second residential meter at a cost of \$600.00. The Public Works Department installs the meter and the customer can then run an irrigation system from that secondary meter. The irrigation meter would only be charged for water, as the meter only serves the irrigation system on the property. Some builders are currently installing irrigations meters on new homes so future customers will be set up to add an irrigation system when the home is purchased. *We currently have roughly 10 irrigation meters that have been installed.*

SWIMMING POOL ADJUSTMENTS: The City currently offers customers an annual swimming pool adjustment. The customer completes a form at City Hall with the dimensions and gallons of the pool and the dates the pool was filled. Staff checks the information from the form to the actual reading for the month in question to confirm the increase in usage. The adjustment offsets the sewer charge for the gallons used to fill the swimming pool.

Summary of Comparable Cities Sewer Policies

Hallsville:

Base rate of \$19.35 (Includes 1,000 gallons) & \$5.00 per 1,000 gallons thereafter. They bill average sewer (Jan-Mar) for the remainder of the year.

Fulton:

0.0335 / Cubic Foot. They do actual usage all year.

Centralia:

Base rate of \$6.02 & .56 per 1,000 gallons. They do actual usage all year.

Holts Summit:

Base rate of \$21.56 & \$4.53 per 1,000 gallons.

Residential customers are charged based on the average monthly water usage during the months of January, February and March. If a person moves to the City during any other time of the year, the user shall be charged based on the actual water used for the first three months of service.

Boonville:

Base rate of \$11.36 & \$6.64 per 1,000 gallons. Rates are based on average of October-March and are renewed every May.



POSSIBLE CHANGES TO THE SEWER BILLING POLICY
Sewer Revenue If Averaged Jan-Mar 2013

2013 Actual	SW Revenue	SW Debt Service	
January	\$26,513.91	\$11,363.09	
February	\$27,293.78	\$11,697.34	
March	\$24,517.85	\$10,507.65	
April	\$27,088.84	\$11,609.51	
May	\$26,505.59	\$11,359.53	
June	\$27,917.16	\$11,964.50	
July	\$31,190.91	\$13,367.52	
August	\$29,966.84	\$12,842.92	
September	\$32,960.34	\$14,125.85	
October	\$26,720.79	\$11,451.77	
November	\$26,794.03	\$11,483.15	
December	\$26,990.61	\$11,567.40	
			TOTAL
Actual Collection YTD 2012	\$334,460.65	\$143,340.23	\$477,800.88

2013 Proposed Jan-Mar AVG	SW Revenue	SW Debt Service	
January	\$26,513.91	\$11,363.09	
February	\$27,293.78	\$11,697.34	
March	\$24,517.85	\$10,507.65	
April	\$26,108.51	\$11,189.36	AVERAGED
May	\$26,108.51	\$11,189.36	AVERAGED
June	\$26,108.51	\$11,189.36	AVERAGED
July	\$26,108.51	\$11,189.36	AVERAGED
August	\$26,108.51	\$11,189.36	AVERAGED
September	\$26,108.51	\$11,189.36	AVERAGED
October	\$26,108.51	\$11,189.36	AVERAGED
November	\$26,108.51	\$11,189.36	AVERAGED
December	\$26,108.51	\$11,189.36	AVERAGED
			TOTAL
Proposed Collection YTD	\$313,302.13	\$100,704.24	\$414,006.37

Revenue Lost Under Proposal **\$63,794.51**



POSSIBLE CHANGES TO THE SEWER BILLING POLICY

Sewer Revenue If Averaged Oct 2012-March 2013

2013-14 Actual	SW Revenue	SW Debt Service	
April 2013	\$27,088.84	\$11,609.51	
May 2013	\$26,505.59	\$11,359.53	
June 2013	\$27,917.16	\$11,964.50	
July 2013	\$31,190.91	\$13,367.52	
August 2013	\$29,966.84	\$12,842.92	
September 2013	\$32,960.34	\$14,125.85	
October 2013	\$26,720.79	\$11,451.77	
November 2013	\$26,794.03	\$11,483.15	
December 2013	\$26,990.61	\$11,567.40	
January 2014	\$26,668.53	\$11,429.37	
February 2014	\$28,320.58	\$12,137.40	
March 2014	\$25,802.46	\$11,058.20	
			TOTAL
Actual Collection Apr 2013-Mar 2014	\$336,926.68	\$144,397.12	\$481,323.80

2013-14 Proposed OCT-MAR AVG	SW Revenue	SW Debt Service	
Oct 2012	\$29,712.48	\$12,733.93	
Nov 2012	\$27,521.73	\$11,795.03	
Dec 2012	\$27,613.84	\$11,834.50	
January 2013	\$26,513.91	\$11,363.09	
February 2013	\$27,293.78	\$11,697.34	
March 2013	\$24,517.85	\$10,507.65	
AVERAGE	\$27,195.60	\$11,655.26	
April 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
May 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
June 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
July 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
August 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
September 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
October 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
November 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
December 2013	\$27,195.60	\$11,655.26	AVERAGED BILLING
January 2014	\$27,195.60	\$11,655.26	AVERAGED BILLING
February 2014	\$27,195.60	\$11,655.26	AVERAGED BILLING
March 2014	\$27,195.60	\$11,655.26	AVERAGED BILLING
			TOTAL
Proposed Collection Apr 2013-Mar 2014	\$326,347.20	\$139,863.12	\$466,210.32

Estimated Revenue Lost Under Proposal **\$15,113.48**

RESOLUTION
6-03-2014

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH APAC-MISSOURI, INC. FOR THE 2014 STREET ASPHALT MILLING AND OVERLAY PROJECT.

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

ARTICLE 1. The Mayor, for and on behalf of the City of Ashland, Mo. is hereby authorized to execute the contract with APAC-Missouri, Inc. for the 2014 Street Asphalt Milling and Overlay Project. A copy of the proposal and contract is attached to this resolution and made a part hereof.

ARTICLE 2. This purchase agreement is under the County of Boone, Bid Number 02-24JAN14 for 2014 Mill and Overlay Term and Supply.

Passed and adopted this 3rd day of June, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



An Oldcastle Company

APAC-Missouri, Inc.

1591-A East Prathersville Road
Columbia, MO 65202
P.O. Box 1117
Columbia, MO 65205
Tel: 573 449-0886
Fax: 573 449-2980
www.apacmo.com

May 30, 2014
Mr. Josh Hawkins
City of Ashland
POB 135
Ashland, MO 65010

RE: East Redbud Street Repair

Dear Mr. Hawkins

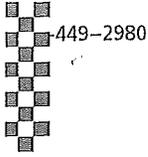
After preparing your estimate for The 2014 Street Asphalt Milling and overlay Project I had found a mistake that I made concerning the amount of asphalt that was called out for thickness on East Redbud Street. I had called out for 5" depth asphalt but only allowed for 2" depth which is approximately 161.33 Tons of asphalt well short of 350 tons needed for 5" depth in the area of the excavation. This amount is approximately an additional \$13,489.67. The original cost sheet that was used had some rounding differences on each line item which amounted to \$14.30. This was an additional \$13,503.97 cost to our bid proposal. Total revised contract should be \$103,706.

I am sorry for any inconvenience that I might have caused.

If you have any questions please don't hastate to call me @ 573-228-7007.

Respectfully, Don Nelson

APAC-Missouri, Inc.
Cc: Jobfile



PROPOSAL & CONTRACT



APAC-MISSOURI, INC.

P.O. BOX 1117
 COLUMBIA, MO 65205
 Contact: Don Nelson
 Phone: 573-449-0886
 Fax: 573-449-2980

Quote To: City of Ashland
 109 E. Broadway
 Ashland, MO 65010
 Josh Hawkins
 Phone: 573-657-2091
 Fax: 573-657-7018
 Cell:

Job Name: CITY OF ASHLAND -2014
Proposal No.: 14024
Addendum:
Email:
Date of Proposal: 05/28/14

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	REMOVALS 6" BASE ROCK	1.00	LS	15,000.00	15,000.00
20	5" DEPTH ASPHALT PAVEMENT	350.00	TONS	71.50	25,025.00
	TOTAL FOR EAST REDBUD				\$40,025.00
45	ASPHALT MILLING	2,762.00	SY	3.15	8,700.30
50	2" ASPHALT OVERLAY	304.00	TONS	71.50	21,736.00
	TOTAL FOR JOHNSON ST FROM COLLEGE TO OAK ST				\$30,436.30
70	ASPHALT MILLING	3,018.00	SY	3.15	9,506.70
80	2" ASPHALT OVERLAY	332.00	SY	71.50	23,738.00
	TOTAL FOR REDWOOD ST FROM KRISTI EAST 970'				\$33,244.70
120	MILLING MOBILIZATION			700.00	
GRAND TOTAL					\$103,706.00

NOTES:

This is a three(3) page quotation.

Unless the word "Lump Sum" appears next to a price for an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by APAC. We reserve the right to negotiate and to agree to the terms and conditions of your sub-contract.

PRICE ESCALATION CLAUSE FOR WORK PERFORMED AFTER 2013: The prices in this quote are based on certain unit costs for fuel, liquid asphalt, aggregates and cement charged to APAC. The amount due to APAC shall be equitably adjusted to reflect any increase in the unit costs that APAC is charged for these materials. Increases in the cost of fuel, liquid asphalt, aggregates, and cement will be calculated on a monthly basis based on the average of the amounts charged to APAC during that month. For liquid asphalt, aggregates and cement, the number of units shall be based on the actual quantity of material used for the Work that month, but the quantity of fuel in gallons is estimated to be 2.6 times the tons of asphalt APAC laid on the Project that month.

INCLUSIONS: 1 Mobilizations included in above pricing, each additional shall be charged at \$1,500.00 each. Subgrade for

site work will be at grade, in a dry compacted state, and approved by Owner prior to APAC mobilizing to site. No borrow, topsoils, or removals of material shall be required of APAC unless included in scope of work bid.

EXCLUSIONS: Engineering, surveying, testing, utility relocations, herbicide and/or soil sterilant, patching, traffic control, work within eight feet(8') of the building including footers, building slabs, and utility trenches within the building; landscaping, permits and fees, and anything not specifically stated above.

- Bond is not included in above prices. Call for pricing.
- Owner Protective Insurance is not included.
- Railroad Protective Insurance is not included. Call for pricing.

If a VE is proposed on a portion or all of the above bid items, APAC must be notified prior to the General Contractor's or Owner's acceptance of this VE. If for any reason the quantities of the above bid items are substantially changed, APAC shall be entitled to a renegotiated unit price.

Heavy equipment and fully loaded trucks will be used to complete the paving project. APAC does not assume responsibility for any structural damage to any existing pavement as a result of the weight of the trucks and equipment used to complete the project.

APAC does not assume responsibility for pavement design and performance or the suitability of the existing subgrade.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. APAC does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations.

APAC-Missouri, Inc. is an "Open Shop" Contractor and will not sign Union Work Agreements.

(Estimator)

(Employee ID) (Cat #)

If this meets with your acceptance, including the terms and conditions kindly sign and return the attached copy BY: _____

ACCEPTED

of this proposal. The person signing for you represents that he or she is fully authorized to enter into this Agreement.

(Name & Title)

(Firm Name)

Date Accepted: _____

Note: If not signed this proposal expires 30 days from above date

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved or waived by APAC. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from

the specifications or modification of the terms of this contract shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent(10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend, the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Boone County, Missouri, and you waive any right to jurisdiction and venue in any other place.



THE CITY OF ASHLAND, MISSOURI

DATE: May 30, 2014

To: Mayor Rhorer and the Ashland Board of Aldermen

From: Josh M. Hawkins, City Administrator

RE: City Administrator's Report

Budget

The estimate on the East Redbud Lane overlay project has come back at approximately \$13,489.67 higher than the original estimate provided to the City. I have attached the estimator's statement and proposed contract for overlays of Johnson Ave., East Redbud Lane and Redwood Drive. I would advise going forward with the overlay project as planned as East Redbud is in terrible condition. Our Capital Projects budget will be able to easily absorb this amount but I wanted your opinion before proceeding.

I hope to have an update on the local sales tax legislation email I sent you by the time of our meeting Tuesday evening.

Building Permits

As of the writing of this memo, the City has issued seven residential building permits since our last regular meeting on May 20, 2014. The estimated value of these seven homes is approximately \$1.2 million.

Utility Rates

The staff has prepared a memo concerning our options to alter our utility billing structure given the abilities of our financial software. Please be advised that actual water meter readings would be visible and low-use users could be overcharged. I would advise against altering our revenue structure before asking for a \$7 million revenue bond; we also have \$3,035,087.50 million in outstanding revenue bonds. The communities who average their usage charge significantly higher rates than us and they are not building a state of the art facility.

Angel Lane

The County will be presenting the bids and we have included the tab sheets in your packets. I would advise accepting the low-base bid with Alternate #1 to shore up the intersection at Angel Lane and U.S. 63.

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




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The Missouri Open Meetings and Records Law: The Sunshine Law

Created by Dana Tanahill. Reviewed by Attorney Joseph Lauber

Keywords: [MML](#), [Missouri Municipal League](#), [sunshine](#), [open meetings and records](#), [conduct of meetings](#)

\$30.00

Qty:

[Add to Order](#) [Back to Store](#)

Understanding the Missouri Open Meetings and Records law is paramount to being an efficient and successful local government official in Missouri. This course reviews the information elected officials, clerks, administrators, attorneys and citizens need to know about how to conduct meetings and provide access to public records. The Missouri Municipal League developed The Missouri Sunshine Law to help local officials navigate the many intricacies involved in complying with the Missouri Sunshine law.

Course Objectives:

- Understand the requirements for posting of public meetings
- Learn what must be included in meeting minutes
- Know what triggers the Sunshine law requirements
- Recognize what can and cannot be discussed in a closed session
- Proper response to citizen records requests
- Learn how the law affects emails between elected officials
- Know the penalties for non-compliance

Course Information:

Takes approximately one hour to complete and is divided into 8 sections plus an introduction. Each section should take about 5-8 minutes. All 8 sections and the introduction are included in the course price.

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