

**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, JULY 05, 2016
7:00 P.M.**

Call the meeting to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 7-05-2016 agenda: **Action:** _____
2. Consideration of the 6-21-2016 minutes: **Action:** _____

APPEARANCES

3. Anyone wishing to appear before the Board
4. Representative from Allstate Consultants and Coby Morris, Street Department-Discussion of types of concrete for sidewalks and specifications

APPOINTMENTS

5. Terry Cassil, Emergency Management Director of Ashland, Missouri.
Action: _____

COUNCIL BILLS

6. Council Bill No. 2016-032, an ordinance authorizing the Mayor to execute addendum No. 2 for Engineering Services with Allstate Consultants, LLC for the mechanical wastewater treatment plant. First Reading by title only. **Action:** _____
7. Council Bill No. 2016-034, an ordinance to amend Chapter 14; City of Ashland Code to modify lead ban policy. First Reading by title only. **Action:** _____
8. Council Bill No. 2016-035, an ordinance to amend the development agreement with The Baptist Home. First Reading by title only. **Action:** _____
9. Council Bill No. 2016-036, an ordinance authorizing the Mayor to execute the first amendment to the lease agreement between the City of Ashland, Missouri and Celco Partnership d/b/a Verizon Wireless. First Reading by title only. **Action:** _____

ORDINANCES

10. Ordinance No. 1080, an ordinance to change the zoning of a tract of land from (C-G) General Commercial to (R-2) Moderate Density residential for Richardson Family L.P.
Action: _____
11. Ordinance No. 1078, an ordinance authorizing the Mayor to execute addendum No. 2 for Engineering Services with Allstate Consultants, LLC. For the mechanical wastewater treatment plant. **Action:** _____
12. Ordinance No. 1081, an ordinance to amend the development agreement with The Baptist Home. **Action** _____
13. Ordinance No. 1082, an ordinance to amend the budget for fiscal year 2016-2017.
Action: _____

RESOLUTIONS

14. None

OTHER

15. None

REPORTS

16. Mayor's Report
17. City Attorney's Report
18. Board of Aldermen's Report
19. Vote to adjourn the meeting

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

Posted: 6-30-2016

City Hall and website: www.ashlandmo.

TUESDAY, JUNE 21, 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 June 21, 2016 at 815 East Broadway, Ashland, Missouri.

Alderman Klippel gave the invocation.

Mayor Rhorer called the roll:

Ward One: George Campbell-here, Danny Clay-here
Ward Two: Jesse Bronson-absent, James Fasciotti-here
Ward Three: Rick Lewis-here, Fred Klippel-here

Staff Present: Lyn Woolford, Police Chief/City Administrator, Fred Boeckmann, City Attorney, Darla Sapp, City Clerk and Shelley Martin, Treasurer/Deputy City Clerk.

Mayor Rhorer presented the agenda of June 21, 2016 for consideration with the removal of Council Bill No. 2016-032. Alderman Klippel made motion and seconded by Alderman Lewis to approve the agenda as amended. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of June 07, 2016 for consideration. Alderman Lewis made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the Board to come forward and state their name and address.

Phillip and Crystal Smith of 510 Justin Lane and Sarah Enoch of 513 Justin Lane asked for the City to repair the city sidewalk in between 510 and 512 Justin Drive. Mr. Phillips stated the sidewalk has deteriorated. They informed the Board that the City accepted the infrastructure for this subdivision. Mr. Smith stated they do not walk on the sidewalk, the residents do and he did not feel he was responsible to pay for any of the sidewalk maintenance/repair. He also felt it was not coincidence that we have listed on our agenda to change the ordinance on sidewalk maintenance. The Board discussed their concerns at great length with the Smith's. They discussed the transportation plan and inventory of sidewalk and streets as well as the small town growth and changes.

Sarah Enochs discussed the heavy speeding issue on Justin and Mustang and expressed concern for the children, dogs and safety for the bus stop. She stated she has reported this several times and asked that it be readdressed. She asked that the stop sign be replaced or a speed bump be placed there. Mr. Smith reported that there is federal regulations that stipulate a cross walk.

Mike Fulca of 513 Terra Linda Lane stated there was a number of residents present from Middleton Subdivision regarding the rezoning from Commercial to R-2 Zoning on the vacant lot on East Liberty Lane backing up to Middleton. He stated they attended the Planning and Zoning Commission meeting where this request was denied. He stated that they bought their property with the understanding that this property was commercial. He asked that they consider homeowners in the area, the impact on them and how that would affect the traffic in area.

Justin Wobbe of 603 Middleton stated his major concern is what can happen to the value and security of their homes with a lot of rentals. He stated this is not good and the property value goes down. He stated before the Board was talking about sales tax revenue from commercial property. He stated this is currently zoned commercial why would we want to change that. He asked that the Board do what is for the greater good of the citizens. He asked that the Board vote against this rezoning.

Gene Basinger stated he would like to discuss Council Bill No. 2016-030, concerning Richardson rezoning. He stated Mr. Richardson and his engineer was present to answer any questions, as well as the developers. He stated this piece of property sets between single family and commercial and is south of the city maintenance shed area. He stated the zoning in the surrounding area is R-2, commercial and industrial already.

Nathan Lacy of 1300 East Route M presented a copy of the assessors map showing multi-family already in this area. He asked if the Board had any questions.

Scott Schooler of East Clatterbuck Road stated his son is wanting to build six duplexes on this property. He plans to build something nice. He stated that within 500 feet of this tract of land there is mini storage units, a bar, restaurant and doctors office. He felt the duplexes would have less impact then commercial property.

Jeff Smith of 602 Middleton Drive stated he felt this rezoning was not good because it would devalue their property, cause traffic issues and potential problems with rental property. He asked the Board consider the persons in this room and deny the rezoning request for Mr. Richardson. He stated this would not keep him from developing this property. He stated there is a dozen of things that could built on this property such as, small patio apartments, or condos like the Bauer's. He stated the residents are concerned about the apartments and duplexes and rental property where multiple families live that could cause a lot of problems that go with that.

Mayor Rhorer presented Council Bill No. 2016-030 for consideration. Alderman Klippel made motion and seconded by Alderman Campbell to take up Council Bill No. 2016-030, an ordinance to change the zoning of a tract of land from (C-G) General Commercial to (R-2) Moderate Density residential for Richardson Family L.P. First reading by title only. Mayor Rhorer called for questions or comments. Alderman Fasciotti expressed his feelings of commercial zoning versus residential zoning. Justin Wobbe disagreed with Alderman Fasciotti on the effect of R-2 zoning. They had a heated debate. Mr. Smith and Mr. Fulca gave a rebuttal to comments made by Alderman Fasciotti. Alderman Campbell stated he believed in Mr. Richardson. He stated Mr. Richardson has done a lot for this community. Alderman Klippel stated there is currently R-2 development on East Liberty Lane. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer presented Council Bill No. 2016-031 for consideration. Alderman Klippel made motion and seconded by Alderman Fasciotti to take up Council Bill No. 2016-031, an ordinance to amend the budget for fiscal year 2016-2017. First reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford reported we had to add line items to the budget. Shelley Martin, Treasurer/Deputy City Clerk explained the line items in detail. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer presented Council Bill No. 2016-033 for consideration. Mayor Rhorer reported the changes are to allow the project to have tax exemption. It was reported that an amended development agreement

should be resolved from the Baptist Home for consideration at the next Board meeting. Mayor Rhorer reported this has been worked on back and forth for a year now and we have to move forward on this. The Board discussed if the work is finished then the Baptist Home would have to pay to have this work redone in order to connect. Mayor Rhorer reported we promised minimal impact to people who granted the easements. Fred Boeckmann reported he would contact The Baptist Home attorney tomorrow with a deadline. Alderman Klippel made motion and seconded by Alderman Lewis to take up Council Bill No. 2016-033, an ordinance authorizing the Mayor to enter into an amendment to the development agreement with Hummingbird Properties, LLC. First reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Bronson-absent. Motion carried.

Alderman Fasciotti made motion and seconded by Alderman Campbell to have a 10 minute recess at 8:11 p.m. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer called the meeting back to order at 8:19 p.m.

Mayor Rhorer presented Ordinance No. 1079 for consideration. Alderman Klippel made motion and seconded by Alderman Clay to take up Ordinance No. 1079, an ordinance authorizing the Mayor to enter into an amendment to the development agreement with Hummingbird Properties, LLC. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Bronson-absent. Motion carried

Mayor Rhorer presented special firework display permits for Ashland Healthcare, Ashland Villa and Bluegrass Terrace for consideration. Alderman Fasciotti made motion and seconded by Alderman Lewis to approve the special firework display permits. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer presented a petition for annexation for Knipp Farms LLCs, Anna Marie Knipp, Anna Marie Knipp Charitable Remainder Trust, Ollie Mae Knipp and Ollie Mae Knipp Charitable Remainder Trust and setting a public hearing for July 19, 2016 at 7:00 pm. Alderman Fasciotti made motion and seconded by Alderman Klippel to accept the petition as presented and set a public hearing for July 19, 2016 at 7:00 p.m. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this property backs up to Larry Potterfields. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer presented for discussion an amendment to 11.215.5 to remove the requirement of 4 inch rock base beneath sidewalks. Lyn Woolford, City Administrator reported that Boone County Code requires compaction instead of the 4 inch rock base under sidewalks. He stated our codes are conflicting so he asked what direction the Board wanted to take. He reported Ash Street project was bid out with compaction only no base rock. The Board discussed if the rock was needed for drainage and the difference between rock base and compaction. Lyn Woolford reported Steve Shultz from Bartlett and West said it is not a necessity anymore to require a rock base. Lyn Woolford reported he would have Coby Morris come to the next meeting to discuss this.

Mayor Rhorer presented for discussion an amendment to 11.260 City to maintain pertaining to sidewalk ordinance. Lyn Woolford, City Administrator and Fred Boeckmann discussed this and agreed the city was to maintain and upkeep the improvements. Fred Boeckmann reported that is correct but it is not

determined how this is paid for. Mr. Boeckmann reported several options are the property owners are taxed bill for all or part of the maintenance. Crystal Smith reported the sidewalk is crumbling and there is a section that is dangerous for strollers or wagons. The Board discussed options of a fifty-fifty partnership as we do on driveway approaches for sidewalks. The Board discussed the fact that we have no budgeted funds for these kind of repairs, they discussed sidewalk specifications and limited budget funds. Mr. Smith stated he was not going to pay for the sidewalk he would just remove the sidewalk. The Board discussed this and felt they needed to have Coby Morris come and answer questions on sidewalk requirements and implementing testing of sidewalk concrete.

Mayor's Report:

Mayor Rhorer reported the Lemonade Daze went great and he thanked the Park Board and Lemonade Daze committee for their work on the event. He thanked Aldermen Campbell for loaning them the tents. He reported he attended the MML conference.

City Administrator's Report:

Lyn Woolford reported that Shelley Martin and he would present an expense sheet for the Lemonade Daze next month. He reported that Alderman Campbell saved them \$750.00 since he supplied the tents. He reported the personnel cost was \$1300.00. He informed the Board of counterfeit money in Ashland and a potential training session for businesses on this matter. Chief Woolford presented a summary of speed data for Justin Lane. He presented the financial statement for June and reported sales tax revenue is up. He reported they added a property tax line item to the report. He informed the Board the line item for The Callaway Bank was actually held at UMB. Shelley Martin, Treasurer/ Deputy City Clerk reported for this first installment of bond money we would have to submit requisition for funds. She explained this to the Board. Lyn Woolford updated the Board on getting bids for the sludge removal at the lagoon. He informed the Board that the new blower has gone out at the lagoon and is not covered under warranty. He reported there is only one place that sells this kind of blower. The Board discussed this. Lyn Woolford presented an emergency expenditure of \$8405.00 for a new blower. Alderman Fasciotti made motion and seconded by Alderman Lewis to approve the emergency expenditure of \$8405.00 from Kaeser Compressor. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Lewis-aye, Alderman Bronson-absent. Motion carried.

Lyn Woolford reported he is going to have the company install the next blower.

Lyn Woolford reported the line-up for the 4th of July parade will be at the primary school at 8:30 a.m. He asked if the Board wished to participate to let him know so we can have something for them to ride on.

Lyn Woolford reported that MoDot has a cost share program that is due by July 29 and presented three locations to consider: 1. Sidewalk on Broadway in front of McKinney's property 2. Second entrance at McDonalds/Fastlane area just east of Oak Street. Allowing for right in right out. 3. Sidewalk on one side of round- a-bouts and overpass.

City Attorney's Report:

Fred Boeckmann had nothing to report.

Board of Aldermen's Report:

Alderman Klippel questioned if the sign that Dave Westhoff is putting in at the Hwy 63 and Broadway overpass met City requirements. Lyn Woolford reported it did and they also have a state permit since it is on state right-of-way.

Alderman Clay reported at the next Planning and Zoning Commission meeting they are going to have a workshop. Lyn Woolford reported they have a full agenda and will schedule this at a later date.

Alderman Lewis reported he had some calls from Justin Lane on the dump trucks running through the subdivision to go to Sunset Meadows. He reported the Mayor took care of this issue. Mayor Rhorer reported there was complaints of the dump trucks hauling fill dirt to Sunset Meadows through Justin. He stated he talked with the developer and they diverted the trucks to a different location.

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

Darla Sapp, City Clerk

Gene Rhorer, Mayor



BOONE COUNTY
Office Of Emergency Management
17 N. Seventh St.
Columbia, MO 65201
573-886-7210

Terry Cassil

Director

February 8, 2016

Mayor Gene Rhorer
PO Box 135
Ashland, MO 65010

Dear Mayor Rhorer,

For the past four years, Scott Olsen has served as the Emergency Management Director for Boone County, Ashland, Centralia, Columbia, Hallsville, Harrisburg, Huntsdale, Pierpont, Rocheport and Sturgeon. On December 1, 2015, I was hired by the County of Boone to ultimately assume the responsibilities of Emergency Management Director. As of January 1, 2016, I have assumed full responsibility for this position and will need to be appointed as Emergency Management Director for Ashland. I plan to visit with each political subdivision in the very near future. If you plan to designate me as the Emergency Management Director for Ashland simply fill out the enclosed form and mail it to:

Terry Cassil
Boone County Office of Emergency Management
17 N. 7th St.
Columbia, MO 65201

This appointment fulfills the requirement in the Missouri Revised Statutes, Chapter 44.080 which states:

“Each political subdivision of this state shall establish a local organization for disaster planning in accordance with the state emergency operations plan and program. The executive officer of the political subdivision shall appoint a coordinator who shall have direct responsibility for the organization, administration and operation of the local emergency management operations, subject to the direction and control of the executive officer or governing body.”

It is understood that you still retain all authority and financial control for Ashland. This appointment pertains to the day-to-day functions of emergency management and disaster planning.

If you have any questions after reviewing this document, please feel free to contact me at (573) 489-2155.

Sincerely,

Terry Cassil
Emergency Management Director
Boone County Office of Emergency Management

COUNCIL BILL NO. 2016-032

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NO. 2 FOR
ENGINEERING SERVICES WITH ALLSTATE CONSULTANTS LLC. FOR THE MECHANICAL
WASTEWATER TREATMENT PLANT

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

The Mayor of the City of Ashland is hereby authorized to execute and enter on behalf of the City of Ashland, Addendum No. 2 to the agreement dated December 4, 2012 for Engineering Services, a copy of which is attached hereto, with Allstate Consultants of Columbia, Missouri, to furnish advice, consultation and assistance in the design, construction and initial operation of a wastewater treatment facility system for the City for Ashland, Missouri, and such other engineering work as may be needed in connection with the design, construction and initial operation of the wastewater system. The compensation to be paid such Engineer is set out in the Agreement.

Passed by the Board of Aldermen of the City of Ashland, Missouri on this _____ day of
_____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

**ADDENDUM NO. 2
TO AGREEMENT FOR ENGINEERING SERVICES
THE CITY OF ASHLAND, MISSOURI
AND
ALLSTATE CONSULTANTS LLC**

AN ADDENDUM, dated the _____ day of _____, 20____ to the *Agreement for Engineering Services dated the 4th day of December, 2012, and Addendum No. 1 dated the 4th day of December, 2012*, by and between the City of Ashland, Missouri, hereinafter called "Owner" and Allstate Consultants LLC hereinafter called the "Engineer" for:

Mechanical Wastewater Treatment Plant

The Compensation for Engineering Services – Section B and Compensation for Additional Engineering Services – Section C for the Mechanical Wastewater Treatment Plant (Addendum No. 1) shall be reallocated as shown on the attached master budget. The total compensation has not changed for this portion of the project.

Northeast Ashland Regional Wastewater Improvements

ADDED TO SCOPE OF WORK SECTION AND AMENDMENTS

1. The Engineer is responsible for preparation and the Owner is responsible for approval of the Preliminary Engineering Report/Facility Plan, Design Plans, Specifications, and all other necessary correspondence to be submitted to the Missouri Department of Natural Resources (MDNR) for the collection system improvements to serve the Northeast Ashland area. All the approved and directed revisions will be billed hourly.
2. It is understood by both parties that the Owner will coordinate all landowner meetings, negotiations and all public meetings. Easement preparation and acquisition services have been and will be billed hourly.
3. The Owner and the Engineer obtained all deeds, plats, and surveys as required for the Engineer and City Attorney to complete legal descriptions and easements for pump station site(s) and sanitary sewer lines.
4. The Engineer shall provide construction phase services from the beginning of construction and extending for a period of one month after final acceptance of construction on an hourly basis not to exceed the attached master budget without approval from the Owner.
5. Contingencies shown on the master budget are for additional professional services, construction items, and/or funds as need to fulfill project needs.
6. The Engineer shall provide an Operations and Maintenance Manual to meet MDNR requirements once installation is complete and all information is proved by the Contractor, equipment suppliers, and manufacturers.
7. The Engineer shall provide normal assistance with facility operations for the one-year certification period and based upon Contractor's performance.

8. The Allstate Consultants LLC – Rate Schedule shall be as shown as Attachment A to this addendum. The Rate Schedule is subject to annual revisions.

COMPENSATION FOR ENGINEERING SERVICES (SECTION B)

1. The following totals for engineering services for the Northeast Ashland Regional Wastewater Improvements shall be considered "not-to-exceed" allowances. These amounts may be amended if authorized by the Owner and agreed to by both parties in writing and executed by amendment to the Contract per the master budget approved by the Owner.

Facilities Planning/Preliminary Engineering Report	\$25,000.00
Engineering Design	\$180,000.00
Contract Administration	<u>\$25,000.00</u>

Total Basic Engineering Services (Section B)..... \$230,000.00

Section B-2. The Engineering design and Contract Administration fee is based on an estimate of probable construction cost of \$1,850,000.00 with all services. If this scope increases more than 10%, the Engineer may be entitled to an increase in the design and contract administration fee or if additional items are directed by the Owner. The attached master budget shall not be exceeded without Owner approval.

2. Compensation for the Facilities Planning/Preliminary Engineering Report Services, Engineering Design & Contract Administration services for the Northeast Ashland Regional Wastewater Improvements will be invoiced to the Owner monthly, on an hourly basis, up to the above noted not-to-exceed allowances in the attached master budget. The Owner shall remit within 30 days of receipt of invoice. The following billing parameters will be followed for invoicing purposes. The Engineer shall monitor overall budget and give updates to the Owner.
3. Any additional design services authorized or directed by the Owner will be billed hourly.
4. The scope of work for Section B will be completed within 180 days or less as controlled by the final form of finance and construction provisions selected by the City.

COMPENSATION FOR ADDITIONAL ENGINEERING SERVICES (SECTION D)

1. The following totals for Additional Engineering services shall be considered "not-to-exceed" allowances. These amounts may be amended if authorized by the Owner and agreed to by both parties.
2. These services will be invoiced monthly, on an hourly basis, as they are completed. The Owner shall remit payment with 30 days of receipt of the invoice.

Additional Engineering Services

Mapping, Surveying, & Easements \$125,000.00
Construction Engineering & Staking \$35,000.00
Construction Observation \$75,000.00

Total for Additional Engineering Services (Section D): \$235,000.00

TOTAL PROFESSIONAL ENGINEERING SERVICES \$465,000.00

OWNER:

CITY OF ASHLAND, MISSOURI

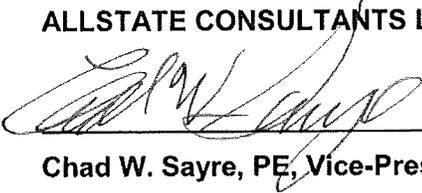
Gene Rhorer, Mayor

ATTEST:

Darla Sapp, City Clerk

ENGINEER:

ALLSTATE CONSULTANTS LLC

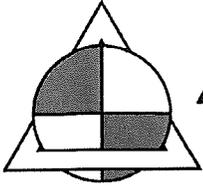


Chad W. Sayre, PE, Vice-President

ATTEST:



Karan Sayre, Office Manager



**ALLSTATE
CONSULTANTS**

Rate Schedule

Revised: May 1, 2016

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$145.00
ENGINEER III.....	\$135.00
ENGINEER II.....	\$125.00
ENGINEER I.....	\$115.00
WATER QUALITY SCIENTIST III.....	\$140.00
WATER QUALITY SCIENTIST II.....	\$105.00
WATER QUALITY SCIENTIST I.....	\$65.00
INVESTIGATIVE ENGINEER III.....	\$215.00
INVESTIGATIVE ENGINEER II.....	\$190.00
INVESTIGATIVE ENGINEER I.....	\$165.00
TECHNICIAN VI/SURVEYOR III.....	\$120.00
TECHNICIAN V/SURVEYOR II.....	\$110.00
TECHNICIAN IV/SURVEYOR I.....	\$95.00
TECHNICIAN III.....	\$85.00
TECHNICIAN II.....	\$65.00
TECHNICIAN I.....	\$50.00
CREW (1 MAN).....	\$125.00
CREW (2 MEN).....	\$145.00
CREW (3 MEN).....	\$155.00
INVESTIGATOR IV.....	\$125.00
INVESTIGATOR III.....	\$115.00
INVESTIGATOR II.....	\$90.00
INVESTIGATOR I.....	\$75.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$225.00
GPS RECEIVERS (PER UNIT).....	\$125.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$50.00/day
ATV (PER UNIT).....	\$125.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone 573/875-8799
Fax 573/875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
573-864-9323

30601 Highway 5
Marceline, Missouri 64658
Phone 660/376-2941
Fax 660/376-3492
Allstate/files/allstate/wage rates

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	Actual Cost
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content.....	\$6.00/test
Dry Unit Weight.....	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve.....	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer)	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure)	\$200.00/test
Swell Potential and Swell Pressure	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots.....	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders	\$10.00/each
Concrete Flexural Strength Tests.....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone 573/875-8799
Fax 573/875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
573-864-9323

30601 Highway 5
Marceline, Missouri 64658
Phone 660/376-2941
Fax 660/376-3492

Wastewater Treatment and Collection System Improvements
 Modified for Reductions and Contingencies - No Land / Easement Acquisition Costs Included (\$150,000)
 Ashland, Missouri

October 2, 2015
 Revised: June 28, 2016

Detailed Project Budget

Description	Treatment System New Mechanical Treatment Plant Alternative	Collection System Option No. 3 Regional Service to NE Ashland	Project Totals
A.) Wastewater Improvements Project			
1.) Construction			
a. Wastewater Treatment Plant Estimate	\$ 4,200,000.00	\$ -	\$ 4,200,000.00
b. Collection System Bid - C.L. Richardson			
1.00 - Startup, Mobilization, Demobilization	\$ -	\$ 34,122.50	
2.00 - Force Main Line "A" - Interim Lagoon Connection	\$ -	\$ 54,013.25	\$ 1,570,788.55
3.00 - Force Main Line "B" - Northeast Regional P.S.	\$ -	\$ 1,177,619.95	
4.00 - Northeast Regional Pump Station	\$ -	\$ 305,032.85	
5.00 - Force Main Line "C" - The Baptist Home P.S.	\$ -	\$ 76,567.80	\$ 238,839.80
6.00 - The Baptist Home P.S.	\$ -	\$ 162,272.00	
c. Collection System Electrical Extension - Boone Electric	\$ -	\$ 35,000.00	\$ 35,000.00
	\$ 4,200,000.00	\$ 1,844,628.35	\$ 6,044,628.35
2.) Engineering Services			
a. Preliminary Engineering Report and Facility Plan	\$ 15,000.00	\$ 25,000.00	\$ 40,000.00
b. Engineering, Planning, and Design	\$ 380,000.00	\$ 180,000.00	\$ 560,000.00
c. Mapping, Surveying, and Easements	\$ 25,000.00	\$ 125,000.00	\$ 150,000.00
d. Construction Engineering and Staking	\$ 65,000.00	\$ 35,000.00	\$ 100,000.00
e. Construction Observation	\$ 205,000.00	\$ 75,000.00	\$ 280,000.00
f. Geotechnical Report	\$ 20,000.00	\$ -	\$ 20,000.00
g. Construction Testing	\$ 40,000.00	\$ -	\$ 40,000.00
h. Administration	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
i. Antidegradation & Stream Assessment	\$ 30,000.00	\$ -	\$ 30,000.00
Subtotal	\$ 805,000.00	\$ 465,000.00	\$ 1,270,000.00
3.) Other Professional Services			
a. Legal & Bonding, Closing Costs	\$ 20,000.00	\$ 15,000.00	\$ 35,000.00
b. Financial Advisor	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00
c. Attorney	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00
d. Environmental Report	\$ 10,000.00	\$ -	\$ 10,000.00
e. Interest During Construction	\$ 50,000.00	\$ -	\$ 50,000.00
f. Land / Easement Acquisition	\$ -	\$ -	\$ -
g. Contingency, Unknown, and Miscellaneous Costs	\$ 80,000.00	\$ 15,000.00	\$ 95,000.00
Subtotal	\$ 260,000.00	\$ 80,000.00	\$ 340,000.00
4.) Contingencies	\$ 315,000.00	\$ 100,000.00	\$ 415,000.00
Total Wastewater Improvements Project Cost	\$ 5,580,000.00	\$ 2,489,628.35	\$ 8,069,628.35

AN ORDINANCE TO AMEND CHAPTER 14; CITY OF ASHLAND CODE TO MODIFY
LEAD BAN POLICY

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.

14.140. Lead Ban-General Policy

A. Purpose. The purpose of ~~the~~this ordinance is:

1. To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and
2. To protect city residents from lead contamination in the city's public drinking water system and their own private plumbing systems.

B. Application. This ordinance shall apply to all premises served by the public drinking water system ~~and their own private plumbing systems.~~ of the City of Ashland.

C. Policy. ~~The water purveyor will~~ This ordinance will be reasonably ~~interpret this Ordinance.~~interpreted by the water purveyor. It is the purveyors' intent to ban the use of lead based material in the construction or modification of the city's drinking water system or private plumbing connected to the city's system. The cooperation of all consumers is required to implement ~~to~~ the lead ban.

If, in the judgment of the water purveyor or his authorized representative, lead base materials have been used in new construction or modifications after ~~January 1, 1989,~~ January 4, 2014, due notice shall be given to the consumer. ~~In the event the account is in the name of a tenant, the tenant shall be given notice also.~~ The consumer shall immediately comply by having the lead base materials removed from the plumbing system and replaced with lead free material. If the lead base materials are not removed from the plumbing system, ~~within seven (7) days of the date of the notice,~~ the water purveyor ~~will~~ shall have the right to discontinue water service to the premises, ~~and assess a \$100 fine on the owner of the property, or his representative. The owner will pay any fees assessed.~~

14.145. Definitions.

- A. The following definitions shall apply in the interpretation and enforcement of this ordinance.
1. "Consumer" means the owner (or person in control of any premises ~~in the event the property is the estate of a deceased person~~) supplied by or in any manner connected to a public water system;
 2. "Lead base materials" means any material containing lead in excess of the quantities specified in Section ~~14.225 (A) (B)~~ 14.145 (A)(3);
 3. "Lead free" means:
 - (A) When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead; and
 - (B) When used with respect to pipes, and pipe fittings, plumbing fittings and fixtures refers to pipes ~~and pipe fittings, plumbing fittings and fixtures~~ containing not more than ~~eight percent (8.0%) lead. a weighted average of 0.25 percent (0.25%) lead.~~
 4. "Public drinking water system" means any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and
 5. "Water purveyor" means the owner, operator, or individual in responsible charge of a Public Water System.

Exemptions

- A. "pipes, pipe fittings, plumbing fittings or fixtures, including backflow preventers, that are used exclusively for non-potable services such as manufacturing, industrial processing, irrigation, outdoor watering, or any other uses where the water is not anticipated to be used for human consumption;" (SDWA 1417 (a) (4)(A)
- B. "toilets, bidets, urinals, fill valves, flushometer valves, tub fillers, fire hydrants, shower valves, service saddles, or whatever distribution main gate valves that are 2 inches in diameter or larger." (SDWA 1417 (a) (4)(B))

14.150. Lead Banned from Drinking Water Plumbing

- A. No water service connection shall be installed or maintained to any premises where lead base materials were used in new construction or modifications of the drinking water plumbing after ~~January 1989~~. January 4, 2014.
- B. If a premises is found to be in violation of Section ~~14.230A~~. 14.150 .A, water service shall be discontinued until such time that the drinking water plumbing is lead free.

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. 2016-035

ORDINANCE NO.

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

Whereas, The Baptist Home reviewed the development agreement for the sewer extension project approved by the Board of Aldermen by Ordinance No. 1067 and has asked for amendments to the development agreement; and

Whereas, the Board of Aldermen has reviewed the amended development agreement and wishes to amend 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 an amended 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

DEVELOPMENT AGREEMENT

This Development Agreement is entered into on this ___ day of _____, 2016 between the City of Ashland, a Missouri fourth class city (“Ashland”) and The Baptist Home, a Missouri not-for-profit corporation.

Ashland and The Baptist Home agree as follows:

1. Definitions:

The following definitions apply to this Development Agreement:

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

Baptist Home Work means the work described in the bid package portion of the sewer plans as sections “6.00 Force Main Line “C” – The Baptist Home P.S” and “7.00 The Baptist Home Pump Station. These sewer plans were prepared by Ashland’s Engineer for Hummingbird to bid and pertain to The Baptist Home Sewer Extension Project.

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

Connection Fee Waiver means a document issued by Ashland assigning the right to connect to Ashland’s sewer system without paying the full amount of a Connection Fee. Each Connection Fee Waiver issued by Ashland shall be worth the amount of the Residential Connection Fee in effect at the time the waiver is used to pay or reduce the Connection Fee.

Hummingbird means Hummingbird Properties, LLC, a Missouri limited liability company.

Residential Connection Fee means the residential treatment impact fee (currently \$800) plus the residential collection system fee (currently \$750).

Sewer Extension Project means the extension of Ashland’s sewer lines to serve northeast Ashland, including the property of Hummingbird but does not include the Columbia Regional Airport Work or the Baptist Home Work. The Sewer Extension Project includes the construction of a force main collection system, pump station and necessary appurtenances.

The Baptist Home Property means the land described on Exhibit A, which is attached to and made a part of this Development Agreement.

The Baptist Home Sewer Extension Project means the extension of Ashland’s sewer lines to serve The Baptist Home Property as shown on Exhibit B, which is attached to and made a part of this Development Agreement.

2. Recital of Relevant Facts:

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

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

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

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

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

e. Ashland is willing to extend the Sewer Extension Project to serve The Baptist Home property, as shown on Exhibit B.

f. The Baptist Home currently provides senior resident care on three Missouri campuses (in Ozark, Arcadia and Chillicothe), furnishing active independent living, assisted living and nursing care for its residents. The Baptist Home has plans to develop a continuum of care retirement community on the Baptist Home Property.

g. As part of the development of the Baptist Home Property, independent living units, in duplexes and apartments, and assisted living units are planned to be constructed over four phases. The current development plans of The Baptist Home, including any phase of the development, are subject to change.

h. The Baptist Home wants Ashland to provide sewer service to the Baptist Home Property and is willing to fund \$405,284.12 of the Baptist Home Sewer Extension Project shown on Exhibit B to provide the capacity needed by The Baptist Home, subject to the conditions set forth in this Development Agreement.

i. Ashland will fund the remaining costs of extending sewer lines to serve the Baptist Home Property, currently in the projected amount of \$937,530.03, as set forth in Exhibit C, a detailed project budget, which is attached to and made a part of this Development Agreement.

j. Ashland has entered into a contract with Hummingbird to construct the Sewer Extension Project and, if given timely notice, the Airport Work and the Baptist Home Work. The Baptist Home Work can be constructed under the Hummingbird contract only if Ashland provides notice to Hummingbird by July 6, 2016 instructing Hummingbird to complete the Baptist Home Work.

k. The Missouri Department of Natural Resources issued a two-year construction permit, Construction Permit ID: MOGC00100, to Hummingbird on April 20, 2016, and therein authorized Hummingbird to construct the Sewer Extension Project and the Baptist Home Work.

l. Construction Permit ID MOGC00100 covers the construction of two duplex wastewater pump stations. One of the pump stations to be constructed will serve the Baptist Home Property and potentially other properties.

m. Ashland has acquired all easements necessary for construction of the Sewer Extension Project.

n. Ashland has secured financing for its share of the cost of the Sewer Extension Project by selling Ashland waterworks and sewerage system revenue bonds.

o. All necessary permits for construction of the Sewer Extension Project are received from the applicable governmental authorities except the Army Corps of Engineers.

3. Payment and Construction of the Baptist Home Sewer Extension Project:

a. Baptist Home will pay its \$405,284.12 share of the Baptist Home Sewer Extension Project within 60 calendar days of execution of this Development Agreement. This payment shall be made payable to Ashland in immediately available good funds. The amount of this payment was determined as shown on Exhibit C, which is attached to and made a part of this Development Agreement.

b. The construction of the Baptist Home Extension Project will be done by a contractor selected by Hummingbird and approved by Ashland to construct the Sewer Extension Project.

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

4. Connection Fee Waivers:

a. Ashland will assign 42 Connection Fee Waivers to the Baptist Home.

b. The Connection Fee Waivers may be transferred to others and may be used for any property that is served by Ashland's sewer collection system and wastewater treatment plant.

c. The transfer of Connection Fee Waivers shall be subject to rules and regulations established by Ashland's Board of Aldermen. These rules and regulations shall include a system of tracking ownership of Connection Fee Waivers.

d. Connection Fee Waivers will not have an expiration date and will be honored regardless of the amount of the Connection Fee at the time the Connection Fee Waiver is surrendered to Ashland in payment of a Connection Fee.

e. Connection Fee Waivers may be used to pay all or part of the current or future Connection Fee for land uses other than single family residences. Each Connection Fee Waiver will be worth the amount of the Residential Connection Fee in effect at the time the Connection Fee Waiver is used to pay or reduce the Connection Fee for land uses other than single family residences. It is understood that The Baptist Home will likely use all 42 Connection Fee Waivers as payment for Connection Fees other than Residential Connection Fees.

5. Electricity to Pump Station Ashland and The Baptist Home acknowledge that electrical lines and equipment are required for the operation of the pump station that will serve the Baptist Home Property. The Baptist Home agrees that to bring electrical power to the pump station, it shall cause to be built, at its expense, all electrical lines, disconnects, transformers, drops, meter bases, etc. as required and recommended by the manufacturer for the pump station. Ashland agrees that the provision of electrical service to the pump station shall be its responsibility under its continuing authority for the operation and maintenance of its wastewater collection system.

6. Future Gravity Sewer: The Baptist Home shall, at its expense, cause gravity sewer lines and manholes to be constructed in the general location shown on Exhibit B sufficient to meet The Baptist Home's future capacity needs in the area situated west of Bass Creek on the Baptist Home Property. The parties agree to meet and confer as to the timing of this construction and, if Ashland desires lines to be constructed with capacity in excess of The Baptist Home's requirements, then Ashland shall pay the additional costs incurred to construct the higher capacity sewer lines. The Baptist Home shall dedicate to Ashland a sewer easement required by City Engineer where this sewer is located and shall also convey ownership of the sewers to Ashland

7. Representations: To induce one another to enter into this Development Agreement:

a. Ashland hereby represents and warrants to The Baptist Home that Ashland has full lawful authority to execute and deliver this Development Agreement and to perform the terms and obligations of this Development Agreement, and that this Development Agreement constitutes the legal, valid and binding obligation of Ashland, enforceable in accordance with its terms.

b. The Baptist Home represents and warrants to Ashland that The Baptist Home has full and lawful authority to execute and deliver this Development Agreement and to perform the terms and obligations of this Development Agreement, and that this Development Agreement constitutes the legal, valid and binding obligation of The Baptist Home, enforceable in accordance with its terms.

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

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

If to The Baptist Home: Administrator
12425 U.S. Highway 63
Ashland, MO 65010

With copy to: Jim J. Shoemake
Guilfoil Petzall & Shoemake
100 S. Fourth St., Suite 500
St. Louis, MO 63102

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

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

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

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

12. Recording: Ashland will record this Development Agreement with the Boone County Recorder of Deeds.

Remainder of this page left blank intentionally – Signature page(s) to follow

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

City of Ashland

The Baptist Home

By: _____
Gene Rhorer, Mayor

By: _____

Attest:

By: _____
Darla Sapp, City Clerk

State of Missouri)
) ss.
County of Boone)

On this ____ day of _____, 2016, before me personally appeared Gene Rhorer, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is the mayor of the City of Ashland, Missouri and that he has executed this document on behalf of the City of Ashland as the free act and deed of that City, and that he is duly empowered by the City of Ashland to execute this document on behalf of the City.

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

Notary Public
My commission expires: _____

State of Missouri)
) ss.
County of Boone)

On this _____ day of _____, 2016, before me personally appeared _____, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of the Baptist Home, that he executed this document on behalf of the Baptist Home as the free act and deed of the corporation, that the foregoing is binding in all respects upon the corporation, and that he is duly empowered to enter into this document on behalf of the Baptist Home

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

Notary Public
My commission expires: _____

Exhibit A

Baptist Home Property

A TRACT OF LAND BEING THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, EXCEPT THAT PORTION IN THE SOUTHEAST CORNER AS SHOWN IN THE INSTRUMENT RECORDED IN BOOK 29, PAGE 609, EXCEPT THAT PORTION CONVEYED TO THE BOONE COUNTY NEW SALEM CEMETERY BY DEED RECORDED IN BOOK 479, PAGE 87 AND EXCEPT THAT PORTION THEREOF TAKEN FOR STATE HIGHWAY RIGHT-OF-WAY AND BEING THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 4260 PAGE 161, ALL OF THE BOONE COUNTY RECORDS

Exhibit B
Sewer Extension Project

Exhibit C
Project Budget

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF ASHLAND, MISSOURI AND CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

Whereas, The Board of Aldermen authorized the Mayor to enter into a lease agreement with Cellco Partnership (Council Bill No. 2006-041, 8-15-2006); and

Whereas, Cellco Partnership, d/b/a Verizon Wireless desire to amend the terms of the lease to extend the term thereon and to otherwise modify the lease;

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

Section 1. The Mayor is hereby authorized to execute the first amendment to lease agreement between Cellco Partnership, d/b/a Verizon Wireless.

Section 2. The terms of said contract shall be set forth in the attached agreement, 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.

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Ashland, MO ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated September 21, 2006 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty Thousand and No/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 22, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 4, 2006 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on October 3, 2031. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant

notifies Landlord that Tenant elects not to renew the Lease at least ninety (90) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing on October 4, 2016 and on the beginning of each Renewal Term thereafter, rent due under the Lease (the "**Rent**") shall increase by an amount equal to fifteen percent (15%) of the then current Rent. The escalations in this Section shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Ashland, MO**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer,

the "Offer"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 109 East Broadway, Ashland, MO 65010; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
12. **Taxes.** The Parties hereby agree that Section 30 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes

paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 414649
VZW Site No: 166585
Site Name: COLP Ashland, MO

LANDLORD:

City of Ashland, MO

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 414649
VZW Site No: 166585
Site Name: COLP Ashland, MO

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No: 414649
VZW Site No: 166585
Site Name: COLP Ashland, MO

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Boone, State of Missouri, and being known as
Boone County APN: 24-502-00-08-002-00-01.

Lot Two (2) of Cole Farm Subdivision as shown by the plat thereof recorded in Plat Book 40, Page 11, Records of Boone County, Missouri.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 50 foot by 50 foot Lease Area, and Access/Utility Easements, situated in Lot 2 and Lot 3 of Cole Farm Subdivision, Boone County, Missouri, more particularly described as follows:

COMMENCING at the Northwest corner of Lot 1 of said Cole Farm Subdivision (Ind. 1/2' Iron Pipe w/ Cap, Basinger), said point bears North 88°04'04" West, a distance of 568.17 feet, (568.30', plotted) from the Northeast corner of said Lot 1 (Ind. 1/2' Iron Pipe w/ Cap, Basinger); thence South 11°00'09" East, a distance of 481.04 feet to the POINT OF BEGINNING of said 50 foot by 50 foot Lease Area; thence North 90°00'00" East, a distance of 50.00 feet; thence South 00°00'00" East, a distance of 50.00 feet; thence South 90°00'00" West, a distance of 50.00 feet; thence North 00°00'00" West, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet, more or less.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCING at the Northwest corner of the previously described 50 foot by 50 foot Lease Area; thence North 90°00'00" East, a distance of 25.00 feet to the POINT OF BEGINNING; thence North 00°00'00" West, a distance of 5.00 feet to a point hereafter referred to as Point "A"; thence continuing North 00°00'00" West, a distance of 28.00 feet to a point hereafter referred to as Point "B"; thence continuing North 00°00'00" West, a distance of 106.07 feet to a POINT OF TERMINATION on the South right of way line of Red Tail Drive, as it presently exists; thence BEGINNING at aforesaid Point "B"; thence South 90°00'00" West, a distance of 31.00 feet to a POINT OF TERMINATION. Containing 3,201 square feet more or less.

Together with a 10 foot wide Utility Easement, lying 5.00 feet on each side of the described centerline:

BEGINNING at aforesaid Point "A"; thence North 90°00'00" East, a distance of 30.00 feet to the POINT OF TERMINATION. Containing 300 square feet, more or less.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

ATC Site No: 414649
VZW Site No: 166585
Site Name: COLP Ashland, MO

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Christopher Flammer, Esq.

ATC Site No: 414649

ATC Site Name: COLP Ashland, MO

Assessor's Parcel No(s): 24-502-00-08-002-00-01

State of Missouri

County of Boone

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **City of Ashland, MO ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated September 21, 2006 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 3, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 414649
VZW Site No: 166585
Site Name: COLP Ashland, MO

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 109 East Broadway, Ashland, MO 65010; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Ashland, MO

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ___ day of _____, 201___, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Boone, State of Missouri, and being known as
Boone County APN: 24-502-00-08-002-00-01.

Lot Two (2) of Cole Farm Subdivision as shown by the plat thereof recorded in Plat Book 40, Page 11, Records of Boone County, Missouri.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 50 foot by 50 foot Lease Area, and Access/Utility-Easements, situated in Lot 2 and Lot 3 of Cole Farm Subdivision, Boone County, Missouri, more particularly described as follows:

COMMENCING at the Northwest corner of Lot 1 of said Cole Farm Subdivision (Ind. 1/2" Iron Pipe w/ Cop. Basinger), said point bears North 88°4'04" West, a distance of 568.17 feet, (668.30', plotted) from the Northeast corner of said Lot 1 (Ind. 1/2" Iron Pipe w/ Cop. Basinger); thence South 11°00'09" East, a distance of 481.04 feet to the POINT OF BEGINNING of said 50 foot by 50 foot Lease Area; thence North 90°00'00" East, a distance of 50.00 feet; thence South 00°00'00" East, a distance of 50.00 feet; thence South 90°00'00" West, a distance of 50.00 feet; thence North 00°00'00" West, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet, more or less.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCING at the Northwest corner of the previously described 50 foot by 50 foot Lease Area; thence North 90°00'00" East, a distance of 25.00 feet to the POINT OF BEGINNING; thence North 00°00'00" West, a distance of 5.00 feet to a point hereafter referred to as Point "A"; thence continuing North 00°00'00" West, a distance of 28.00 feet to a point hereafter referred to as Point "B"; thence continuing North 00°00'00" West, a distance of 106.07 feet to a POINT OF TERMINATION on the South right of way line of Red Tail Drive, as it presently exists; thence BEGINNING at aforesaid Point "B"; thence South 90°00'00" West, a distance of 31.00 feet to a POINT OF TERMINATION. Containing 3,201 square feet, more or less.

Together with a 10 foot wide Utility Easement, lying 5.00 feet on each side of the described centerline:

BEGINNING at aforesaid Point "A"; thence North 90°00'00" East, a distance of 30.00 feet to the POINT OF TERMINATION. Containing 300 square feet, more or less.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Christopher Flammer, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 24-502-00-08-002-00-01

RESOLUTION AND CONSENT AFFIDAVIT

City of Ashland, MO

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Option and Lease Agreement dated September 21, 2006 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located,

ATC Site No: 414649
VZW Site No: 166585
Site Name: COLP Ashland, MO

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

AN ORDINANCE TO CHANGE THE ZONING OF A TRACT OF LAND FROM (C-G) GENERAL COMMERCIAL TO (R-2) MODERATE DENSITY RESIDENTIAL FOR RICHARDSON FAMILY L.P.

WHEREAS, Public Notice of such was given as prescribed by Missouri State Statute 89.040, and a public hearing was held on Tuesday, June 7, 2016; and

WHEREAS, the Planning and Zoning Commission has reviewed the pertinent information and received comment from adjacent residents and did **not** recommend to the Board of Aldermen to approve the rezoning from (C-G) General Commercial to (R-2) Moderate Density 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-G) General Commercial to (R-2) Moderate Density Residential for the following described property:

Land located in the southeast quarter of the northeast quarter of Section 15, township 46 North, Range 12 West, recorded in Book 1043, Page 540 of the Boone County Records, containing 4.97 acres more or less. This land is located on E. Liberty Lane. (Parcel #24-502-00-09002.00 01)

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-2) 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 _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified to correct form:

Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2016-032

ORDINANCE NO. 1078

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NO. 2 FOR
ENGINEERING SERVICES WITH ALLSTATE CONSULTANTS LLC. FOR THE MECHANICAL
WASTEWATER TREATMENT PLANT

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

The Mayor of the City of Ashland is hereby authorized to execute and enter on behalf of the City of Ashland, Addendum No. 2 to the agreement dated December 4, 2012 for Engineering Services, a copy of which is attached hereto, with Allstate Consultants of Columbia, Missouri, to furnish advice, consultation and assistance in the design, construction and initial operation of a wastewater treatment facility system for the City for Ashland, Missouri, and such other engineering work as may be needed in connection with the design, construction and initial operation of the wastewater system. The compensation to be paid such Engineer is set out in the Agreement.

Passed by the Board of Aldermen of the City of Ashland, Missouri on 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 AN AMENDED DEVELOPMENT AGREEMENT WITH
THE BAPTIST HOME

Whereas, The Baptist Home reviewed the development agreement for the sewer extension project approved by the Board of Aldermen by Ordinance No. 1067 and has asked for amendments to the development agreement; and

Whereas, the Board of Aldermen has reviewed the amended development agreement and wishes to amend 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 an amended 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 TO AMEND THE BUDGET FOR FISCAL YEAR 2016-2017

Whereas, The Board of Aldermen approved the fiscal year budget for 2016-2017 on April 19, 2016, Ordinance No. 1061;

Whereas, after the contract renewal with Allied Waste there were changes that require miscellaneous charges to be billed and collected to commercial trash accounts. Therefore, the need to set up a revenue and expense code in the trash fund is required.

~~Whereas, as an oversight in the budget an expense account for health and fitness is needed in all funds.~~

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

Section 1. The City budget for fiscal year 2016-2017 is hereby amended to include a revenue and expense code for miscellaneous charges to the trash fund and an expense code for health and fitness in all funds.

Section 2. This ordinance shall be in full force and effect upon final 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



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

5 July 2016 City Administrator Report to the Board of Aldermen

1. Damaged Blower
 - a. New blower has been received and installed
 - b. Factory representative on site during installation
 - c. Negotiations in progress on warranty coverage and expedited delivery
2. Sidewalk repair request has been forwarded to the Street Department for scheduling.
3. Lemonade Daze preliminary expense total is \$2,826.54
 - a. An itemized invoice will be available at the July 19 meeting.