

**CITY OF ASHLAND
109 EAST BROADWAY
ASHLAND, MO.
BOARD OF ALDERMEN AGENDA
TUESDAY, FEBRUARY 18, 2014
7:00 P.M.**

Call to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 02-18-2014 agenda: **Action:** _____
2. Consideration of the meeting minutes from 2-04-2014: **Action:** _____
3. Bills to be paid: **Action:** _____

APPEARANCES

4. Anyone wishing to appear before the Board

APPOINTMENTS

5. Tom Orozco-Planning and Zoning Commission
6. Richard Anderson-Planning and Zoning Commission
7. Scott Miller-Planning and Zoning Commission
8. Josh Hawkins- Regional Planning Commission Representative (RPC)
9. Josh Hawkins-Regional Economic Development, Inc. Representative (REDI)
10. Mayor Pro-tem

COUNCIL BILLS

11. None

ORDINANCES

12. Ordinance No. 970, an ordinance amending Chapter 19, Criminal Code, Article IV, by enacting Section 19.220; Use of hand-held electronic wireless communications devices while driving prohibited in the Ashland Municipal Code. **Action:** _____

RESOLUTIONS

13. A Resolution authorizing the Mayor to renew the Lawn Waste Disposal Contract with Clean Cut Services, LLC.

14. A Resolution authorizing the Mayor to execute a contract with Fred Boeckmann for City Attorney.

OTHER

15. Missouri Livable Streets Program

REPORTS

16. Mayor's Report

17. Board of Aldermen's Report

18. City Administrator's Report

19. City Attorney's Report

20. 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 advance of the meeting.)

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

Posted: 2-14-2014

City Hall and website: www.ashlandmo.us

TUESDAY, FEBRUARY 04, 2014
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the special meeting to order on February 04, 2014 at 7:00 p.m. at 109 East Broadway, Ashland, Mo. was to appoint Alderpersons to fill the vacant seats on the Board of Aldermen and Swear the new members into office.

Mayor Rhorer called the roll:

Ward One: Louise Martin-here, vacant seat

Ward Two: Jeff Anderson-here, vacant seat

Ward Three: Tony Taggart-here, vacant seat

Mayor Rhorer presented George Campbell as Alderman for Ward One. Mayor Rhorer called for questions to Mr. Campbell. The Board asked Mr. Campbell various questions about his desire to serve as Alderman and his background. Mr. Campbell gave a brief overview to the Board. Mayor Rhorer called for a voice vote. Alderman Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye. Mayor Rhorer stated Mr. Campbell is confirmed to the appointment.

Mayor Rhorer presented Jim Fasciotti as Alderman for Ward Two. Mayor Rhorer called for questions to Mr. Fasciotti. The Board asked Mr. Fasciotti various questions about his desire to serve as Alderman and background. Mr. Fasciotti gave a brief overview to the Board. Mayor Rhorer called for the vote. Mayor Rhorer called for a voice vote. Alderwoman Martin-aye, Alderman Anderson-aye, Alderman Taggart-nay. Mayor Rhorer reported 2/3 is enough to confirm James Fasciotti to the Board of Aldermen.

The City Clerk swore into office George Campbell as Ward One Alderman and James Fasciotti as Ward Two Alderman.

Mayor Rhorer called for a short recess and presented the Board with Roberts Rules of Order, Chapter 2, City Organization of the City Code and Missouri State Statute Chapter 79-Fourth Class Cities.

Mayor Rhorer called the regular meeting to order at 7:30 p.m. on February 4, 2014.

Alderman Anderson gave the invocation.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll.

Ward One: Louise Martin-here, George Campbell-here

Ward Two: Jeff Anderson-here, James Fasciotti-here

Ward Three: Anthony Taggart-here, vacant seat

Staff Present: Josh Hawkins, City Administrator, Darla Sapp, City Clerk, Lyn Woolford, Police Chief, Travis Davidson.

Mayor Rhorer presented the agenda for February 4, 2014 for consideration. Alderwoman Martin made motion and seconded by Alderman Fasciotti to approve the agenda as presented. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye, Alderman Campbell-aye, Alderman Fasciotti-aye. Motion carried.

Mayor Rhorer presented the minutes of January 13, 2014 for consideration. Alderman Taggart made motion and seconded by Alderman Anderson to consider the minutes as presented. Mayor Rhorer called for changes or amendments. Mayor Rhorer called for the vote. Alderman Fasciotti-abstained, Alderman Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye, Alderman Campbell-abstained. Motion carried.

Mayor Rhorer presented the bills to be paid for consideration. Alderman Taggart made motion and seconded by Alderman Anderson to approve the bills as presented. Mayor Rhorer called for questions or comments. The Board asked various questions relating to the bills. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye, Alderman Fasciotti-aye, Alderman Campbell-aye. Motion carried.

Lyn Woolford, Police Chief gave his monthly report to the Board. He explained the report to the new members of the Board. Alderman Taggart questioned the number of tickets and the breakdown of Officers that wrote the tickets. He presented a vehicle maintenance report that they will start using. Alderman Anderson questioned the change in job titles for Captain Toalson to Deputy Chief Police. Chief Woolford reported it was for change in command and it was an in house change and did not go before the Board. Alderman Anderson suggested adding the use of patrol cars in the personnel manual. There was discussion of uniform allowance for the police department.

Travis Davidson presented his monthly report. He updated the Board on new sign installation, fixing pot holes, getting bids on street repair and snow removal. There was discussion on the Salinda Drive street project and where the project was. Mr. Davidson discussed the Caspian Circle lift station and storm water detention.

Mayor Rhorer asked if anyone in the audience wished to appear before the Board.

Mayor Rhorer presented Fred Boeckmann as City Attorney. He asked if anyone had questions for Mr. Boeckmann. Alderman Anderson asked to read a statement and asked for it to be inserted in the minutes.

Mr. Mayor,

I recommend that you appoint an experienced and competent City Attorney.

The appointed City Attorney Search Committee went through a thorough process of examining and interviewing the best possible attorney applicants to represent our city. We were extremely

fortunate to have two (2) such attorneys, Dale Roberts and Fred Boekman, both of which have years of legal experience. Our Search Committee, after careful deliberation, voted unanimously to recommend Dale Roberts for appointment as City Attorney (fee for service \$90.00 per hour) and informed you on August 28, 2013 of our decision.

However this Board, for reasons unexplained, failed to appoint either one of these two excellent attorneys. The Board, by questioning his qualifications in print and disrespecting his presence at our meetings, caused Dale Roberts to withdraw from consideration. The Board then voted down, by 4 votes, Fred Boekman's appointment without comment, discussion or deliberation, even though he is eminently qualified, having served as the City Attorney for Columbia for the past 26 years (fee for service \$120.00 per hour).

Since then, for the last 6 months, this Board retained three (3) attorneys, at the cost of \$330.00 an hour, all of whom failed to provide our city with adequate legal counsel.

Interim City Attorneys Ahern and Bach (A&B), (fee for service \$130.00 per hour):

1. At least on one (1) occasion, September 16, 2013, A&B allowed the Board of Aldermen to violate Section 610.022.3 and 610.021(3) of Missouri Sunshine Law.
2. A&B advised the Board it had statutory and case law authority to suspend an elected Alderman. A Boone County Circuit Court judge held the Board's action was illegal.
3. A&B had over 30 days to prepare the Articles of impeachment, during which A&B neglected to meet with the full Board to discuss the substance and veracity of the allegations contained in the Articles. Though repeatedly asked to do so, they refused to explain to the Board how the Articles were produced.
4. A&B failed to counsel the Board as to the history of Missouri jurisprudence regarding what constitutes "cause shown" and what actions warrant impeachment, actions wholly absent in the Articles of impeachment.
5. The Articles were poorly written, making general accusations and providing little to no specifics regarding the nature of the allegations contained therein, rendering most of the Articles either un-prosecutable or impermissibly vague. The Articles were an insufficient legal document, which should have been composed in a manner so as to stand up to legal challenge, which A&B should have foreseen and prepared for.
6. A&B discussed impeachment issues with Alderman Hills no less than 12 times for over 7 hours, though he was not authorized by the Board to do so, which resulted in A&B billing the city \$923.00. A&B should have restricted their communications regarding impeachment issues to the full Board unless directed by same to do otherwise, which they were not.

Total estimated costs of A&B services regarding suspension and impeachment: \$8,465.00

Special Prosecuting Attorney David Bandre (DB), (fee for service \$200.00 per hour):

1. DB was quoted (BCJ) as saying the cost of impeachment typically runs \$2,500-3,000.00. The City has spent \$10,000.00 for his impeachment services to date. There were opportunities to end the reckless action of pursuing impeachment, but they were rejected by DB without discussion with the Board.
2. DB represented the City before the Boone County Circuit Court attempting to defend its actions in suspending a duly elected official. In doing so, DB cited inapplicable case law, and then Roberts Rules of Order, all of which the court flatly rejected. This is the same type of legal work which caused the Board not to reappoint DB in May 2013. The cost to

the City for his ineffective defense was over \$3,000.00.

3. DB has failed to provide adequate legal counsel regarding suspension and impeachment in same ways as described regarding A&B.

4. DB provided false and misleading information to the Board on 10/29 2013 regarding the compilation of the Articles of impeachment. DB told the Board that A&B compiled all the Articles. When A&B was questioned, they said they worked in conjunction with DB. On 10/8, 10 & 16/2013 DB charged the City \$500.00 to prepare, amend, and edit Articles of impeachment, clearly showing that he contributed to compiling the Articles.

5. On 12/3/2013 DB sent an email to some members of the Board warning that a negotiated financial settlement of impeachment issues by the Board would "almost certainly expose the City to a taxpayer derivative suit for misuse of tax dollars." As is often the case, he didn't bother to substantiate his assertion, which is ridiculous considering the Board certainly exposed the city to the same, misusing taxpayer dollars on an illegal suspension, a wrongful attempt of impeaching a duly elected official, and Sunshine Law violations.

6. On December 8, 2013 DB counseled the Board to meet in closed session, in absence of full membership to discuss the Articles of Impeachment. The Articles were public business, and as such, should have been considered and voted upon by all the elected members of the Board so that each Ward is fully represented. This was a further attempt, in collusion with other members of this Board, to exclude an Alderman from performing his sworn duties.

7. DB profited by the impeachment process going as far forward as possible, and worked against the members of this Board coming to a negotiated settlement (see email dated 12/3/2013). Cost to the city for failing to negotiate an agreement: over \$20,000.00

Total estimated costs of DB services regarding suspension and impeachment: \$17,264.00

As of this date, the total combined cost to the city for A&B and DB: \$25,729.00

Mr. Mayor, as a member of the City Attorney Search Committee, in order to honor the diligent work by the members of the Search Committee, especially Attorneys Jeff Kays and Christine Kieffer who devoted considerable personal time and attention, I recommend that this Board appoint Fred Boekman as our City Attorney. Based on his considerable knowledge of constitutional law, state statues, and municipal ordinances, Mr. Boekman, will provide vastly greater legal counsel, experience, and wisdom than the city has been getting for 1/3 the cost.

Mayor Rhorer thanked the hiring committee and stated he was glad to make this appointment. Mayor Rhorer called for the vote. Alderman Fasciotti questioned the proposed fees being lower than the previous attorney's. Fred Boeckmann reported he works from his home and does not have any staff so he is able to work at a lower cost.

Mayor Rhorer called for the vote. Alderman Taggart made motion and seconded by Alderman Anderson to approve Mr. Boeckmann as City Attorney. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye, Alderman Fasciotti-aye, Alderman Campbell-aye. Motion Carried.

Mayor Rhorer asked that Ordinance No. 970 be tabled to allow the new City Attorney and the new Aldermen time to review it. Alderman Anderson made motion and seconded by Alderman Taggart to table Ordinance No. 970. Mayor Rhorer called for questions or comments. Alderman

Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye, Alderman Fasciotti-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer presented the Missouri Livable Streets Program. Josh Hawkins, City Administrator asked for this to be tabled. Alderman Anderson made motion and seconded by Alderwoman Martin to table this. Mayor Rhorer called for the vote. Alderman Fasciotti-aye, Alderman Campbell-aye, Alderwoman Martin-aye, Alderman Anderson-aye, Alderman Taggart-aye. Motion carried.

Mayor's Report:

Mayor Rhorer asked that the Aldermen review the State Statute Chapter 79, Chapter 2 and the sunshine law rules and use these as a guideline for professionalism. He reported we needed to implement a code that provides for inclement weather.

Alderman Anderson questioned the snow removal policy for the downtown area.

Board of Aldermen Report:

Alderman Taggart thanked the city staff and police department for the snow removal and working in the cold weather. He welcomed the two members to the board and the city attorney.

Alderman Anderson asked that we revisit the payment of a bond with the financial adviser.

Alderwoman Martin thanked Chief Woolford for bringing her to the meeting tonight in the snow. She thanked Josh Hawkins for helping with the Optimist Pancake Breakfast.

Alderman Fasciotti thanked the Board for appointing him to serve as Alderman.

Alderman Campbell reported he would not be in attendance at the next meeting due to a previous engagement.

Alderman Fasciotti reported he would not be here the first week of March.

City Administrator Report:

Josh Hawkins, City Administrator welcomed the new Aldermen and encouraged them to meet with him and get them up to speed on projects the city is working on. He highlighted the winter storm situation and emergency management. Mr. Hawkins reported the preparation of the fiscal budget is in the process.

Alderman Anderson suggested the Aldermen attend the elected officials conference. The City Clerk reported it is June 12th and 13th in Columbia.

Alderman Anderson questioned the budget process and scheduling budget work sessions.

Mayor Rhorer asked the board to get their city e-mail set up.

Alderwoman Martin made motion and seconded by Alderman Anderson to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye, Alderman Fasciotti-aye, Alderman Campbell-aye. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

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

ACCOUNTS PAYABLE CLAIMS						

10-02-2001	United States Treasure	FED/FICA TAX	1,379.34		9126573	2/07/14
10-02-2002	United States Treasure	FED/FICA TAX	2,084.16	3,463.50	9126573	2/07/14
10-02-2012	AFLAC	HEALTH INSURANCE		140.40	2982	2/11/14
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		95.40	2984	2/11/14
10-10-5115	MISSOURI MUNICIPAL LEAGUE	WINTER WORKSHOP-CITY ADMIN		100.00	3001	2/11/14
10-10-5115	MO. PUBLIC EMPLOYERS	2013 MOPELRA CONFERENCE CITY		175.00	3006	2/11/14
10-10-5210	AHERN & BACH, LLC	CITY ATTORNEY JANUARY 2014		2,524.01	2983	2/11/14
10-10-5211	BANDRE', HUNT & SNIDER, L.L.C.	IMPEACHMENT ATTY. JANUARY 2014		2,962.60	2989	2/11/14
10-10-5303	POSTMASTER	POSTAGE PERMIT		20.00	3009	2/11/14
10-10-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET		18.33	2993	2/11/14
10-10-5360	AT & T	PHONES		38.14	2985	2/11/14
10-10-5360	CENTURYLINK	TELEPHONES		30.45	2992	2/11/14
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL		8.33	2987	2/11/14
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE		36.59	2988	2/11/14
10-10-5380	CULLIGAN WATER	BOTTLED WATER JANUARY 2014		15.50	2994	2/11/14
10-10-5380	PITHWIDGET	OFFICE/CHAMBER CLEANING JAN 14		100.00	3008	2/11/14
10-10-5670	QUILL CORPORATION	LABEL MAKER TAPE		32.28	3010	2/11/14
10-10-5670	Witt Print Shop	ENVELOPES & WINDOW ENVELOPES		45.82	3012	2/11/14
10-10-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE		70.66	3000	2/11/14
10-10-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE		184.50	3007	2/11/14
10-11-5130	BO. CO. PLANNING & BUILDING	JANUARY 2014		105.00	2990	2/11/14
10-11-5130	SOBOCO FIRE PROTECTION DISTRICT	1 SITE INSPECTION		60.00	3011	2/11/14
10-15-5110	GENEROSITEES	POLICE CAPS WEATHER PROTECTION		180.00	2996	2/11/14
10-15-5110	LAW ENFORCEMENT SYSTEMS	BUILDING CHECK CARDS		38.00	2999	2/11/14
10-15-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET		18.33	2993	2/11/14
10-15-5360	AT & T	PHONES		62.91	2985	2/11/14
10-15-5360	AT&T MOBILITY	MDTS POLICE CARS		180.00	2986	2/11/14
10-15-5360	CENTURYLINK	TELEPHONES		139.04	2992	2/11/14
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL		8.33	2987	2/11/14
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE		36.59	2988	2/11/14
10-15-5380	CULLIGAN WATER	BOTTLED WATER JANUARY 2014		15.50	2994	2/11/14
10-15-5380	DATA RETENTION SERVICES	MONTHLY STAORAGE, RECORD RETRI		25.70	2995	2/11/14
10-15-5380	PITHWIDGET	OFFICE/CHAMBER CLEANING JAN 14		100.00	3008	2/11/14
10-15-5670	QUILL CORPORATION	LABEL MAKER TAPE		48.42	3010	2/11/14
10-15-5670	Witt Print Shop	ENVELOPES & WINDOW ENVELOPES		45.83	3012	2/11/14
10-15-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE		92.66	3000	2/11/14
10-15-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE		184.50	3007	2/11/14
15-16-5448	JEFFREY R. KAYS	CITY PROSECUTOR FEB 2014		833.33	2997	2/11/14
15-16-5450	MO. DEPARTMENT OF REVENUE	TELEPHONES		35.00	3003	2/11/14
15-16-5452	MO. DEPT. OF REVENUE	STATES CLERK FEE JANUARY 2014		60.00	3005	2/11/14
15-16-5454	NICOLE GALLOWAY	COUNTY CLERK FEE JANUARY 2014		15.00	2998	2/11/14
15-16-5456	MO. DEPARTMENT OF REVENUE	C.V.C. JANUARY 2014		35.65	3004	2/11/14
15-16-5458	BUDGET DIRECTOR	L.E.T. JANUARY 2014		5.00	2991	2/11/14
15-16-5462	MO. SHERIFF'S RETIREMENT SYSTEM	SHERIFFS RETIREMENT JANUARY 14		15.00	3002	2/11/14
20-02-2001	United States Treasure	FED/FICA TAX	128.73		9126573	2/07/14
20-02-2002	United States Treasure	FED/FICA TAX	286.36	415.09	9126573	2/07/14
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		10.60	2984	2/11/14
20-20-5360	CENTURYLINK	TELEPHONES		19.33	2992	2/11/14
20-20-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE		20.00	3000	2/11/14
45-02-2001	United States Treasure	FED/FICA TAX	922.75		9126573	2/07/14
45-02-2002	United States Treasure	FED/FICA TAX	1,498.22	2,420.97	9126573	2/07/14

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
45-02-2012	AFLAC	HEALTH INSURANCE	505.32	24545	2/11/14
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	74.20	24547	2/11/14
45-02-2014	COLBY BRANCH	HSA	95.08	9126575	2/07/14
45-02-2014	WADE MIDDAUGH	HSA	95.08	9126574	2/07/14
45-30-5360	CENTURYLINK	TELEPHONES	73.57	24551	2/11/14
45-30-5623	Consolidated Public Water	HUNTERS BEND	43.18	24553	2/11/14
45-30-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE	20.00	24556	2/11/14
45-35-5910	CLEAN CUT SERVICES	MONTHLY YARD WASTE MARCH 2014	1,345.83	24544	2/10/14
45-35-5920	ALLIED WASTE SERVICES #035	JANUARY 2014	22,808.41	24546	2/11/14
45-40-5240	KILGORE'S PHARMACY	FIRST AID SUPPLIES MAINT.	38.08	24555	2/11/14
45-40-5360	CENTURYLINK	TELEPHONES	123.21	24551	2/11/14
45-40-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE	20.00	24556	2/11/14
45-45-5360	CENTURYLINK	TELEPHONES	19.33	24551	2/11/14
45-45-5600	MISSOURI ONE CALL SYSTEM, INC.	49 LOCATES JANUARY 2014	63.70	24557	2/11/14
45-50-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	18.33	24552	2/11/14
45-50-5360	AT & T	PHONES	38.14	24548	2/11/14
45-50-5360	CENTURYLINK	TELEPHONES	49.78	24551	2/11/14
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.34	24549	2/11/14
45-50-5380	AUSTIN COFFEE SERVICE	COFFEE	36.60	24550	2/11/14
45-50-5380	CULLIGAN WATER	BOTTLED WATER JANUARY 2014	15.52	24554	2/11/14
45-50-5380	PITHWIDGET	OFFICE/CHAMBER CLEANING JAN 14	100.00	24559	2/11/14
45-50-5670	QUILL CORPORATION	LABEL MAKER TAPE & MAKER	66.13	24560	2/11/14
45-50-5670	Witt Print Shop	ENVELOPES & WINDOW ENVELOPES	45.83	24561	2/11/14
45-50-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE	26.68	24556	2/11/14
45-50-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	184.50	24558	2/11/14
			=====		
TOTAL ACCOUNTS PAYABLE CHECKS			41,202.13		

PAYROLL CHECKS

10	GENERAL	10,278.79
20	STREET	1,469.85
45	UTILITIES	7,420.29
		=====
PAYROLL CHECKS ON 2/07/2014		19,168.93
		=====
TOTAL PAYROLL CHECKS		19,168.93

**** PAID TOTAL **** 60,371.06

***** REPORT TOTAL ***** 60,371.06

FUND	FUND NAME	TOTAL	CHECK#	DATE
10	GENERAL	21,681.11		
15	COURT FUND	998.98		
20	STREET	1,934.87		
45	UTILITIES	35,756.10		



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Tom Orzic

Telephone Number: Daytime: 573-289-4780 Evening: _____

Home Address: 931 Ashland Dr unit B

E-Mail: Tom@thechmo.com

Year Current Residence in Ashland Began: 2008

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Parks and Recreation Board
- Ashland Fall Festival Committee
- Planning and Zoning Commission
- Law Enforcement Advisory Committee
- Economic Development Committee

Special Qualifications for Specific Board(s): (Include past board services)

Urmica Board

Education Background:

Some College

Community Involvement:

Are You Related to Any Employee or Official of the City of Ashland? YES _____ NO X

If Yes, Name of Person: _____ Relationship: _____

Signed: [Signature] Date: 2/10/14

Board member applications are valid for one year from the date they are signed. Return to Ashland City Hall.



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Richard D. Anderson

Telephone Number: Daytime: 573-999-4967 Evening: 573-657-1835

Home Address: 504 Redwing Dr
Ashland, MO 64010

E-Mail: anderfash777@gmail.com

Year Current Residence in Ashland Began: 2002

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Parks and Recreation Board
- Ashland Fall Festival Committee
- Planning and Zoning Commission
- Law Enforcement Advisory Committee
- Economic Development Committee

Special Qualifications for Specific Board(s): (Include past board services)

Investment Officer & Building Administrator: County Employees'
Retirement Fund

Education Background:

B.S. Business Administration - Missouri Valley College
Graduate - Hallsville High School

Community Involvement:

Booster Club

Are You Related to Any Employee or Official of the City of Ashland? YES _____ NO X

If Yes, Name of Person: _____ Relationship: _____

Signed: Richard D. Anderson Date: 2/12/14

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CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Scott Miller

Telephone Number: Daytime: 314-960-1501 Evening: 314-960-1501

Home Address: 800 S. Henry Clay Blvd
Ashland MO 65010

E-Mail: Scott22miller@gmail.com

Year Current Residence in Ashland Began: 2008

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Parks and Recreation Board
- Ashland Fall Festival Committee
- Planning and Zoning Commission
- Law Enforcement Advisory Committee
- Economic Development Committee

Special Qualifications for Specific Board(s): (Include past board services)

Commercial project management / Commercial remodel and design

Education Background:

St. Charles Community College for Business Management

Community Involvement:

A Deacon in Faith Family church and help out with local food bank.

Are You Related to Any Employee or Official of the City of Ashland? YES _____ NO

If Yes, Name of Person: _____ Relationship: _____

Signed: [Signature] Date: 2/12/2014

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AN ORDINANCE AMENDING CHAPTER 19, CRIMINAL CODE, ARTICLE IV; BY ENACTING SECTION 19.220: USE OF HAND-HELD ELECTRONIC WIRELESS COMMUNICATIONS DEVICES WHILE DRIVING PROHIBITED IN THE ASHLAND MUNICIPAL CODE

Whereas, the Police Chief has reviewed Chapter 19, Criminal Codes and has recommended the Board of Aldermen amend Article IV, Offenses Concerning Public Safety by enacting Section 19.220;

Whereas, the Board of Aldermen has reviewed Section 19.220.

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

Section 1. The Board of Aldermen hereby amends Chapter 19; Criminal Code as follows:

CHAPTER 19, CRIMINAL CODE, ARTICLE IV; OFFENSES CONCERNING PUBLIC SAFETY, SECTION 19.220: USE OF HAND-HELD ELECTRONIC WIRELESS COMMUNICATIONS DEVICES WHILE DRIVING PROHIBITED

A. Except as otherwise provided in this Section, no person operating a moving motor vehicle on roads exclusively within the jurisdiction of the City of Ashland, Missouri, by means of a hand-held electronic wireless communications device shall send, read or write a text message or electronic message.

B. The provisions of Subsection (A) of this Section shall not apply to a person operating:

1. An authorized emergency vehicle; or
2. A moving motor vehicle while using a hand-held electronic wireless communications device to:
 - a. Report illegal activity;
 - b. Summon medical or other emergency help;
 - c. Prevent injury to a person or property; or
 - d. Relay information between a transit or for-hire operator and that operator's dispatcher, in which the device is permanently affixed to the vehicle.

C. Nothing in this Section shall be construed or interpreted as prohibiting a person from making or taking part in a telephone call, by means of a hand-held electronic wireless communications device, while operating a motor vehicle on roads exclusively within the jurisdiction of the City.

D. As used in this Section, "*electronic message*" means a self-contained piece of digital communication that is designed or intended to be transmitted between hand-held electronic wireless communication devices. "*Electronic message*" includes, but is not limited to, electronic mail, a text message, an instant message or a command or request to access an Internet site.

E. As used in this Section, "*hand-held electronic wireless communications device*" includes any hand-held cellular phone, Palm Pilot, Blackberry or other mobile electronic device used to communicate verbally or by text or electronic messaging, but shall not apply to any device that is permanently embedded into the architecture and design of the motor vehicle.

F. As used in this Section, "*making or taking part in a telephone call*" means listening to or engaging in verbal communication through a hand-held electronic wireless communication device.

G. As used in this Section, "*send, read or write a text message or electronic message*" means using a hand-held electronic wireless telecommunications device to manually communicate with any person by using an electronic message. Sending, reading or writing a text message or electronic message does not include reading, selecting or entering a phone number or name into a hand-held electronic wireless communications device for the purpose of making a telephone call.

H. A violation of this Section shall be deemed an infraction and punishable of a fine of not more than \$200.00 and deemed a moving violation.

I. The provisions of this Section shall not apply to:

1. The operator of a vehicle that is lawfully parked or stopped;
2. The use of factory-installed or aftermarket global positioning systems (GPS) or wireless communications devices used to transmit or receive data as part of a digital dispatch system;
3. The use of voice-operated technology;
4. The use of two-way radio transmitters or receivers by a licensee of the Federal Communications Commission in the Amateur Radio Service. (Ord. No. 7642 §1, 10-14-09)

Cross Reference--As to similar restrictions on drivers 21 years of age and younger, §304.820 RSMo.

Section 2. The Board of Aldermen hereby adopts Section 19.220 as amended.

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

Dated this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

RESOLUTION 2-18-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LAWN WASTE DISPOSAL CONTRACT WITH CLEAN CUT SERVICES, LLC.

Whereas, Richard Jones of Clean Cut Services, LLC has presented the Board of Aldermen a proposal to extend the contract for lawn waste disposal to the community at his facility located at 407 Douglas Drive; and

Whereas, the Board of Aldermen has reviewed the proposal for lawn waste disposal and furthermore wishes to enter into a contract with Clean Cut Services, LLC; and

Whereas, the Board of Aldermen wishes to waive the bidding requirements under Chapter 7, Selection of Professional Services, Procurement, Conflict of Interest, Section 7.130.

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

The Board of Aldermen hereby authorizes the Mayor to enter into a contract with Clean Cut Services, LLC. for the lawn waste disposal services as set out in the contract and marked as Exhibit "A".

Passed and adopted this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

LAWN WASTE DISPOSAL
CONTRACT
CITY OF ASHLAND

This contract is hereby entered made by and between the City of Ashland, Missouri, hereinafter referred to as "Ashland" and Clean Cut Services, L.L.C. In exchange for the mutual promises contained herein, the parties do hereby agree to the following:

DATE: This agreement shall be considered executed as of the date on which the last party signs the agreement.

DUTIES: Clean Cut Services, L.L.C. will provide a Disposal Site located at 407 Douglas Drive, Ashland, Missouri for the disposal of yard waste for residents of the City of Ashland. Said yard waste shall include grass clippings, leaves and tree limbs cut to no more than four feet (4') in length. Said Disposal Site shall be open and operable from 7:00 a.m. until 6:00 p.m. on Monday through Saturday and from noon until 6:00 p.m. on Sunday. This schedule will not apply to City Holidays: New Years Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Dumping of yard waste will not be permitted after sunset or before sunrise.

COMPENSATION: Compensation will be paid as follows:

Ashland shall compensate Clean Cut Services, L.L.C. in the amount of \$1,345.83 per month, which shall be due and owing the first day of each month.

In the event of a major event resulting a significantly larger volume of lawn waste, as determined jointly between Clean Cut Services, L.L.C. and Ashland, the parties hereto agree to negotiate in good faith to assure just compensation to Clean Cut Services, L.L.C.

DURATION OF CONTRACT: This contract shall, upon execution by both parties be applicable and enforceable from the date of execution for the period of thirty-six (36) months thereafter and shall be renewable by agreement of both parties. This contract may be terminated by either party upon thirty (30) days written notice. In the event that Clean Cut Services, L.L.C. may be terminated by either party upon thirty (30) days written notice. In the event that Clean Cut Services, L.L.C. is unable to perform the duties required herein as a result of loss of license, or for any other reason, the contract shall become terminable at will by Ashland.

AUTHORITY: Clean Cut Services, L.L.C. shall have no authority to speak on behalf of or to bind Ashland in any matter.

SEVERABILITY; GOVERNING LAW: If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause provision, which shall remain in full force and effect. The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by Ashland to enforce this contract, Ashland shall be entitled to recover its attorney's fee and expense incurred in such action.

COMPLETE UNDERSTANDING, AUTHORSHIP: Parties agree that this document represents the full and complete understanding of parties. Parties agree that the production of this document was the joint effort of both parties and that the contract shall not be construed as having been drafted by either party.

AMENDMENTS: This contract supersedes all prior contracts and understandings between Clean Cut Services, L.L.C. and Ashland and may not be modified, changed, or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon. Ashland until such written modification shall have been approved in writing by any officer of Ashland.

DAMAGES: In the event that Clean Cut Services, L.L.C., through its intentional, willful, and/or wanton acts causes damage to Ashland property, or private property for which the Ashland is found to be liable, Ashland shall have the ability to seek compensation and indemnification from Clean Cut Services, L.L.C.

WAIVER OF BREACH: The failure of either Clean Cut Services, L.L.C. or Ashland at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of Clean Cut Services, L.L.C. or Ashland to enforce the same nor shall the waiver by Clean Cut Services, L.L.C. or Ashland of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provision itself.

INSURANCE and INDEMNIFICATION: Clean Cut Services, L.L.C. shall maintain insurance on their premises and upon the operations contemplated herein in amounts not less than \$500,000.00 per individual and \$1,000,000.00 per occurrence and shall indemnify and hold harmless Ashland from any claims or judgments against Ashland which may occur by virtue of operation of the yard and services contemplated herein.

SIGNATURES: In Witness Whereof, the undersigned has executed this contract the date and year first written above.

CITY OF ASHLAND

GENE RHORER, MAYOR

DATE: _____

ATTEST:

DARLA SAPP, CITY CLERK

CLEAN CUT SERVICES, L.L.C.

RICHARD JONES, OWNER

DATE: _____

RESOLUTION 2-18-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
FRED BOECKMANN, CITY ATTORNEY FOR LEGAL SERVICES

Whereas, the Board of Aldermen appointed Fred Boeckmann as City Attorney on February 4, 2014; and

Whereas, the Board of Aldermen has reviewed the contract for legal services and furthermore wishes to enter into a contract with Clean Cut Services, LLC; and

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

The Board of Aldermen hereby authorizes the Mayor to enter into a contract with Fred Boeckmann for the legal services as set out in the contract and marked as Exhibit "A".

Passed and adopted this _____ day of _____, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

CONTRACT WITH FRED BOECKMANN, CITY ATTORNEY FOR CITY OF
ASHLAND

THIS CONTRACT is entered into this _____ day of _____, 2014 by and between the CITY OF ASHLAND, State of Missouri (hereinafter referred to as "City"), and FRED BOECKMANN, a independent contractor.

WITNESSETH:

WHEREAS, City of Ashland Code Section 2.305 provides that the Ashland Board of Aldermen (hereinafter "ALDERMEN") are responsible for the appointment and removal of the CITY ATTORNEY, and

WHEREAS, the ALDERMEN, on behalf of the CITY acknowledges and accepts the responsibility for supervision of the CITY ATTORNEY; and

WHEREAS, the ALDERMEN are desirous of appointing a CITY ATTORNEY and wish to set the terms and conditions of said employment; and

WHEREAS, FRED BOECKMANN desires to accept the position of CITY ATTORNEY consistent with certain terms and conditions of said employment, as set forth in this CONTRACT.

NOW THEREFORE, the parties do mutually agree as follows:

Section 1. Effective Date.

A. The appointment of FRED BOECKMANN is effective February 4, 2014 and shall expire on April 15, 2014 unless sooner removed from office, and until his successor is appointed and qualified.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of FRED BOECKMANN to resign at any time from his position with the CITY, subject to six weeks written notice to the CITY.

C. Notwithstanding the existence of this contract and the term of the appointment contemplated herein, the parties agree that FRED BOECKMANN is an appointed official of the CITY OF ASHLAND, and his appointment is subject to termination as contemplated in the Ashland City Code, under the terms and conditions set forth therein. It is expressly agreed and understood that the terms of the Ashland City CODE supersede any contractual term or notion contained herein pertaining to the appointment and continued service of FRED BOECKMANN by and to the CITY OF ASHLAND. It is

further understood that FRED BOECKMANN, is an independent Contractor and therefore shall not be eligible for benefits as may be offered to other appointed, elected or hired employees or officials of the CITY OF ASHLAND.

D. This contract shall remain in effect for as long as FRED BOECKMANN holds the position of City Attorney.

Section 2. Duties and Compensation.

A. CITY agrees to obtain FRED BOECKMANN as CITY ATTORNEY of the City of Ashland, State of Missouri to perform the functions and duties specified in the City of Ashland Code at Section 2.305.

B. ALDERMEN agrees to pay FRED BOECKMANN for his services rendered pursuant hereto One Hundred Twenty Five Dollars (\$125.00) per hour. There will not be a bill for mileage within Boone county, telephone, postage, or routine copies. If travel outside of Boone County is required, related expenses would be reimbursed in accordance with travel policies for the City of Ashland employees and officials. Any litigation expenses advanced would be reimbursed at cost.

Section 3. Indemnification.

In addition to that required under state and local law, CITY shall defend, save harmless, and indemnify FRED BOECKMANN against any claims, demands, causes of actions, losses, damages, expenses (including but not limited to attorney fees as may be authorized against public entities or officers consistent with state law) or liability of any kind whether stated in or arising from tort, professional liability or any other legal action or equitable theory, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of FRED BOECKMANN' duties as CITY ATTORNEY to the fullest extent permitted by law. CITY may compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon. The duty and obligation of the CITY OF ASHLAND to indemnify, represent or hold harmless FRED BOECKMANN shall not extend to any intentional torts or criminal acts which may be performed by or alleged of FRED BOECKMANN in the performance of his duties hereunder, same being specifically excluded herefrom.

Section 4. Other Terms and Conditions of Employment.

The ALDERMEN, in consultation with FRED BOECKMANN. shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of FRED BOECKMANN, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this CONTRACT, the CITY CODE or any other law.

Section 5. General Provisions.

- A. The text herein shall constitute the entire CONTRACT between the parties.
- B. This CONTRACT shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.
- C. It is the intent of the ALDERMEN that this CONTRACT and the appointment of FRED BOECKMANN as CITY ATTORNEY are in accordance with the requirements and provisions of the CITY Code. Wherever possible the provisions of this CONTRACT shall be construed in a manner consistent with CODE. If any provisions of this CONTRACT conflicts with Code, the Code shall control.
- D. If any provisions, or any portion thereof, contained in this CONTRACT is held unconstitutional, invalid or unenforceable, the remainder of this CONTRACT, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, CITY and FRED BOECKMANN have executed this CONTRACT on the day and year set forth above.

Fred Boeckmann

Date

Gene Rhorer, Mayor

Date

ATTEST:

Darla Sapp, City Clerk

Date



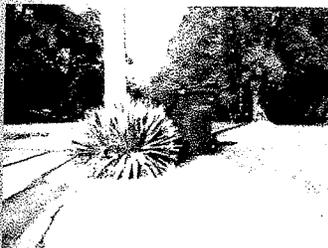
Missouri Livable Streets

Services Available to Missouri Communities

What Is the Missouri Livable Streets Program?

The Missouri Livable Streets program works to ensure that communities have flexible policies in place so that all Missourians have access to safe transportation options, regardless of ability, age or income level. Missouri Livable Streets is a project of the Missouri Council for Activity and Nutrition (MOCAN) and maintains a state-wide advisory committee supported by the University of Missouri Extension, Missouri Department of Transportation and other public-private organizations. The project is supported by the Missouri Department of Health and Senior Services. Learn more at livablestreets.missouri.edu

*http://extension.
missouri.edu/
mocan/*



What are Livable Streets?

Livable Streets is a term used to describe a type of street or road that has been designed to move *people*, instead of just automobiles. For example, a Livable Street in an urban area would likely include sidewalks for pedestrians. You may have heard Livable Streets described as "Complete Streets" as the two terms are mostly interchangeable.

Where can I learn more about Livable Streets?

The Missouri Livable Streets website is a great starting point. You can find it at livablestreets.missouri.edu. The Missouri Bicycle and Pedestrian Federation also has an excellent resource on Livable Streets in Missouri. That website can be accessed at <http://tinyurl.com/molivablestreets>

What communities have participated in this program in the past?

The Missouri Livable Streets Program has been in operation since 2010, with 12 communities participating.

- Nevada
- Warsaw
- Sedalia
- Clinton
- Nixa
- Warrensburg
- Kirksville
- Chillicothe
- Raytown
- St. Charles
- North St. Louis
- Jefferson County



What do we need to do to participate?

These training and meeting options are free to the participating community and there isn't any sort of contract binding the community to participation. However, because there is a great deal of labor spent on behalf of the community in preparation for these trainings, there will be a written agreement that should be signed by either the Mayor or City Manager of the participating community. This agreement simply states that the community is moving forward in good faith and understands their responsibilities for participating. Those responsibilities are very basic and are listed in each training/meeting description below.

There is no expectation or required guarantee that participating communities pass a Livable Streets policy. Moreover, a participating community is not mandated to change its internal transportation design or maintenance procedures in exchange for participation.

Training and Meeting Options

A list of opportunities are listed and described below.

Livable Streets Public Meeting

The Missouri Livable Streets Public Meeting is designed to educate local citizens about Livable Streets. This two-hour-long meeting is open to the public and a light dinner will be provided for up to 50 participants:

What is the commitment from community members/city staff?

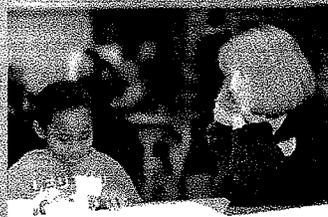
The commitment required from the participating community includes securing a meeting location, helping to recruit participants and supplying a staff person or elected official to give a brief description of local projects or issues.

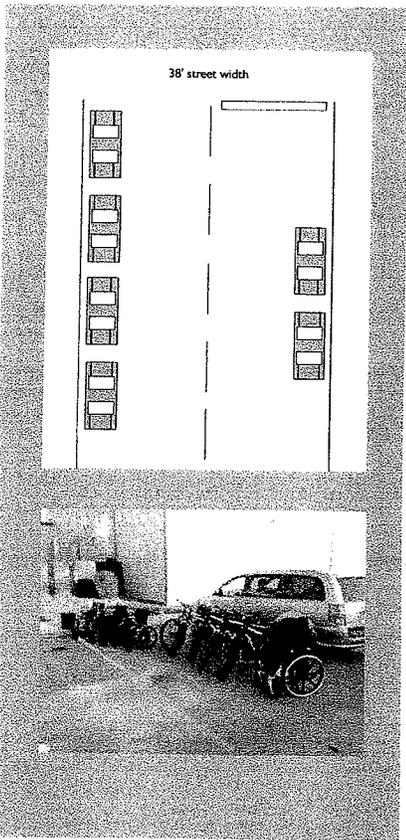
Training for Traffic Professionals

This training program is designed to increase the knowledge of bicycle/pedestrian and wheelchair transportation design among the people who need it the most; the people responsible for maintaining, designing or building public roadways in your community. Typical participants include public works staff, parks and recreation staff, as well as city grant writers.

This 1.5-day-long course is composed of two main components, an indoor session and an outdoor session. The indoor portion will

*"I learned about what communities need to offer and incorporate to be workable for all means of transportation, as well as how much of a struggle daily living could be to people who have limited access to transportation. [I] plan to be more proactive and involved in implementing complete streets in our community."
- 2013 Participant*



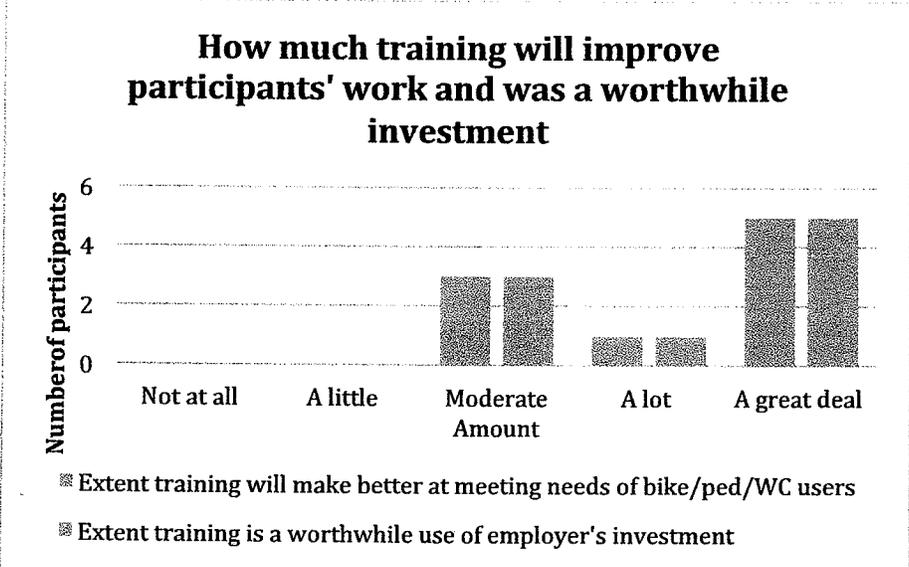


prepare the participants to better design and maintain non-motorized facilities in their community. The outdoor portion involves participants completing a journey using a wheelchair, a bicycle and their own two feet. This allows participating staff members to gain the perspective of a non-motorized transportation user, which will forever change the way they view the roads, streets and sidewalks in their community.

Staff members who complete this training will also receive access to two design manuals by the American Association of State Highway Transportation Officials (AASHTO). The two manuals are the *Guide for the Development of Bicycle Facilities* and the *AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities*. Those two guidebooks are valued at approximately \$350.

What is the commitment from community members/city staff?

The commitment required from the community is to secure the participation of relevant staff members. Not every eligible staff member needs to participate, but there should be a minimum of five staff people available for training. Additionally, a meeting room will need to be secured.



Survey results from previous training



Presentation/Meeting with Elected Leaders

This meeting is a conversation between your elected leaders (City Council or County Commission) and former Columbia Mayor Darwin Hindman.

Darwin is a lifelong campaigner for walkable/bikeable communities. Darwin has received the Lifetime Achievement Award from the League of American Bicyclists, Leadership for Healthy Communities award, and was recently honored by First Lady Michelle Obama for his efforts to build a bicycle friendly community.

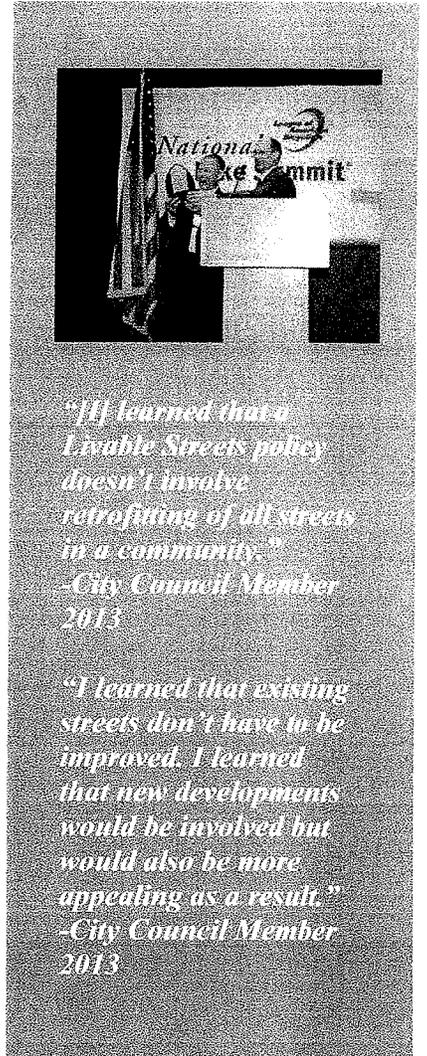
He spearheaded the effort to create the local MKT Trail and the statewide Katy Trail, the largest rails-to-trails conversion in the country. In five terms as mayor, he established Columbia's annual Bike, Walk, and Wheel Week and oversaw the passage of a Livable Streets ordinance.

During his 15-year term as Mayor, he held an unwavering belief that money spent building a non-motorized network of trails, sidewalks and bicycle lanes does not detract from public safety or economic development, but is a crucial investment in the future of a community. In his final year in office, in the middle of a down economy, IBM Corporation selected Columbia as the site for its new technical services facility, creating 800 high paying jobs in the city. During the announcement, IBM executives recognized Darwin Hindman's and Columbia's focus on active living and "quality-of-place" as an important factor in their decision. That is just one part of the story that Darwin can relay directly to other elected leaders during these meetings.

Most importantly, however, is that Darwin will listen to the elected leaders and answer any questions that they have. This is why this meeting is designed to be rather informal.

What is the commitment from community members/city staff?

The commitment required to bring this opportunity to your community is to ensure that the elected body will meet with Darwin, find a meeting location and assist with the scheduling.



*"I learned that a Livable Streets policy doesn't involve retrofitting of all streets in a community."
-City Council Member 2013*

*"I learned that existing streets don't have to be improved. I learned that new developments would be involved but would also be more appealing as a result."
-City Council Member 2013*



Training for Law Enforcement

This training program has been “POST certified” as continuing education for law enforcement by the Missouri Department of Public Safety. The course is two-hours in length and can be taught via web conferencing (Skype) or in-person.

More information about the course can be found at
www.pednet.org/police/training

What is the commitment from community members/city staff?

The commitment necessary is to simply ensure that the local law enforcement agency wishes to participate and receive the training.

Technical Assistance

This offering doesn't include an organized workshop like the previous descriptions; rather these are simply hours available to help further non-motorized transportation work in the community that can be used in any number of ways.

These hours could be used by the local government or by the local citizens. For example, the city manager may request assistance in examining the city's street design standards or the hours may be used by local non-motorized transportation enthusiasts to help them further their work in the community.

For More Information

For more information please contact:

Robert Johnson
573-289-6479
robert@pednet.org

MEMORANDUM

To: Mayor and Board of Aldermen

From: Fred Boeckmann, City Attorney

February 13, 2014

RE: Ordinance No. 970; Texting while driving

SUMMARY:

Under state statute (Section 304.820.11 RSMo.), cities are prohibited from enacting ordinances that regulate the use of hand-held electronic wireless communications devices in motor vehicles.

DISCUSSION:

The Missouri statute on texting while driving (Section 304.820 RSMo.)prohibits anyone 21 years of age or younger from texting or e-mailing while driving. The statute also provides that:

“11. The state preempts the field of regulating the use of hand-held electronic wireless communications devices in motor vehicles, and the provisions of this section shall supercede any local laws, ordinances, orders, rules, or regulations enacted by a county, municipality, or other political subdivision to regulate the use of hand-held electronic wireless communication devices by the operator of a motor vehicle.”

This subsection prevents the City from legislating on the issue of texting or e-mailing while driving. Ordinance No. 970 would be an invalid attempt to extend the prohibition on texting while driving to those over 21 who are driving in Ashland.

SUGGESTED BOARD ACTION:

Defeat Ordinance No. 970



THE CITY OF ASHLAND, MISSOURI

DATE: January 31, 2014

To: Mayor Rhorer and the Ashland Board of Alderpersons

From: Josh M. Hawkins, City Administrator

RE: City Administrator's Report

Budget

The staff is preparing the proposed FY 2015 budget for Board review. I would like for the Board to establish a workshop procedure for review and discussion sometime in March. We will prepare a budget message and a presentation for each fund. Scheduled projects will be highlighted as well as proposed capital projects, which will present an opportunity to develop a Capital Improvement Plan, a storm water management plan as well as procedural changes in conjunction with the Planning and Zoning Commission.

Continuity of Operations Planning

The staff has continued to meet with Ms. Susan Galeota of the Mid-Missouri Regional Planning Commission (RPC) to develop a Continuity of Operations Plan (COOP) for municipal operations. The staff identified potential threats to normal operations and potential solutions to said threats. This may lead to the development of mutual aid agreements and similar agreements with other jurisdictions and private contractors, which are subject to Board approval. This project is a valuable tool in the planning process and remains an ongoing assignment for the staff.

Emergency Operations

The staff met with Boone County Emergency Management, the Boone County Sheriff's Department, and Southern Boone Fire Protection District to discuss emergency procedures, capacity and resources. It would be valuable to identify resources in the community in regards to response and recovery organizations and potential volunteers. We have began the process of reaching out to non-profit organizations in the community and we are optimistic that we can develop a communication network of organizations and volunteers to better assist our residents when needed.

Planning and Zoning

From an administrative standpoint, the City has been without a full-time position to develop reports and technical expertise. I am seeking solutions to better serve the community while lessening the burden on our current staff. I will keep the Board updated on potential solutions.

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

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