



**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, MAY 03, 2016
7:00 P.M.**

Call regular meeting to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 5-03-2016 agenda: **Action:** _____
2. Consideration of the 4-19-2016 minutes: **Action:** _____
3. Consideration of the 4-26-2016 minutes: **Action:** _____

APPEARANCES

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

APPOINTMENTS

5. Ernie Wren-Planning and Zoning Commission
6. City Administrator
7. Chief of Police
8. City Attorney
9. City Prosecutor
10. City Clerk
11. Deputy City Clerk/Treasurer

COUNCIL BILLS

12. Council Bill No 2016-017, an ordinance authorizing the Mayor enter into a development agreement with Hummingbird Properties, LLC. First Reading by title only.
Action: _____

ORDINANCES

13. Ordinance No. 1053, an ordinance authorizing the Mayor to execute an addendum extending the contract with Allied Waste Services to provide public services of collection and disposal of residential and commercial solid waste from the city limits of Ashland, Missouri.

Action: _____

14. Ordinance No. 1066, an ordinance authorizing the Mayor to enter into a development agreement with Hummingbird Properties, LLC. **Action:** _____

RESOLUTIONS

15. None

OTHER

16. Request to allow a Beer Garden on City property for Lemonade Daze on June 11, 2016

REPORTS

17. Mayor's Report

18. Public Works Report

19. City Administrator's Report

20. City Attorney's Report

21. Board of Aldermen's Report

22. Vote to go into closed session pursuant to Chapter 610.021(12) to discuss/negotiate contract

23. Go into open session and report action taken/if any

24. 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: 4-29-2016

City Hall and website: www.ashlandmo.us

TUESDAY, APRIL 19, 2016
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on April 19, 2016 at 815 East Broadway, Ashland, Missouri.

Alderman Klippel gave the invocation.

Mayor Rhorer called the roll:

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

Staff Present: Lyn Woolford, Police Chief/Interim City Administrator, Fred Boeckmann City Attorney, Darla Sapp, City Clerk

Mayor Rhorer presented the agenda of April 19, 2016 for consideration. Mayor Rhorer asked that Council Bill No. 2016-017 and Ordinance No. 1066 on the development agreement with Hummingbird Properties and Council Bill No. 2016-018 and Ordinance No. 1067 on the development agreement with The Baptist Home and Ordinance No. 1053 the contract with Allied Waste be removed from the agenda. Alderman Bronson 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 April 5, 2016 for consideration. Alderman Bronson made motion and seconded by Alderman Klippel to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the Board on an item not on the agenda. Gerald McKinney of McKinney Properties asked the Board to consider a cost share on a sidewalk at West Broadway and Main Street. He reported this is on MoDot right-of-way and they would have to approve any design plans. He explained he owns up to the retaining wall. He stated the roadway is a couple of feet above the sidewalk making it dangerous and is not aesthetically pleasing. The Board discussed possible options with Mr. McKinney and agreed to pursue working with MoDot to see what improvements they would consider.

Mayor Rhorer presented Ordinance No. 1059 for consideration. Alderman Bronson made motion and seconded by Alderman Klippel to take up Ordinance No. 1059, an ordinance to amend Chapter 14 of the Code of the City of Ashland to amend Appendix C-3 Water Deposits. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1060 for consideration. Alderman Bronson made motion and seconded by Alderman Elliott to take up Ordinance No. 1060, an ordinance to repealing Section 27.180; Keeping of Pit Bull Dogs Prohibited in Chapter 27; Animals; of the City Code. Mayor Rhorer called for questions or comments. Alderman Bronson stated he felt awesome that we are a head of the State on this action. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-abstained, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1061 for consideration. Alderman Bronson made motion and seconded by Alderman Campbell to take up Ordinance No. 1061, an ordinance adopting an annual budget for the fiscal year beginning May 1, 2016 and appropriating funds pursuant thereto. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1062 for consideration. Alderman Klippel made motion and seconded by Alderman Bronson to take up Ordinance No. 1062, an ordinance accepting sewer easements and temporary construction easements for the Northeast Ashland Sewer Extension Project and authorizing the City Clerk to record the easements. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Elliott-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-abstained. Motion carried.

Mayor Rhorer presented Ordinance No. 1063 for consideration. Alderman Bronson made motion and seconded by Alderman Klippel to take up Ordinance No. 1063, an ordinance vacating sewer easements for the Northeast Ashland Sewer Extension Project and authorizing the City Clerk to record the vacated easements. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Campbell-abstained, Alderman Bronson-aye, Alderman Klippel-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1064 for consideration. Alderman Bronson made motion and seconded by Alderman Klippel to take up Ordinance No. 1064, an ordinance authorizing the Mayor to enter into a master services agreement with Midwest Computech. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Klippel-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1065 for consideration. Alderman Fasciotti made motion and seconded by Alderman Lewis to take up Ordinance No. 1065, an ordinance authorizing the Mayor to enter into a man-it service level with Midwest Computech. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-aye. Motion carried.

Mayor Rhorer presented a resolution for consideration. Alderman Elliott made motion and seconded by Alderman Bronson to take up a Resolution designating North Main Street between Broadway and Crump Lane as an Honorary Street name of "Eagle Avenue". Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Klippel-aye. Motion carried.

Mayor Rhorer presented a resolution declaring the election results for April 5, 2016 election. Alderman Elliott made motion and seconded by Alderman Bronson to take up a Resolution declaring the election results of the General Election held in the City of Ashland, Missouri on April 05, 2016. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Klippel-aye. Motion carried.

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

The City Clerk swore into Office: Mayor Gene Rhorer, Alderman Ward One: Danny Clay, Alderman Ward Two: Two year term: James Fasciotti, Alderman Ward Two: One year term: Jesse Bronson, Alderman Ward Three: Two year term: Rick Lewis, Alderman Ward Three: One Year term: Fred Klippel.

Mayor Rhorer called the meeting to order with the new Board members at 7:37 p.m.

Mayor Rhorer called the roll:

Ward One: Danny Clay-here, George Campbell-here

Ward Two: Jesse Bronson-here, James Fasciotti-here

Ward Three: Rick Lewis-here, Fred Klippel-here

Mayor Rhorer called for nominations for Mayor Pro-tem. Alderman Bronson nominated himself, Alderman Clay nominated Alderman Fasciotti and Alderman Fasciotti nominated himself. Mayor Rhorer presented Alderman Fasciotti to serve as Mayor Pro-tem. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-abstained, Alderman Clay-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Klippel-aye.

Mayor Rhorer presented a resignation from Fred Klippel from the Planning and Zoning Commission. Mayor Rhorer presented Fred Klippel with a certificate of appreciation for his years of service on the Planning and Zoning Commission.

Mayor Rhorer appointed Danny Clay to serve as Council Liaison for the Planning and Zoning Commission. Alderman Klippel made motion and seconded by Alderman Bronson to appoint Alderman Clay to serve as Council Liaison for the Planning and Zoning Commission. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Clay-abstained, Alderman Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented a Resolution for consideration for engineering proposal. Alderman Campbell questioned the cost for survey since we already own the site. Alderman Fasciotti reported any commercial building over 1200 square feet has to have engineered plans. The Board discussed this. Alderman Fasciotti made motion and seconded by Alderman Clay to take up the Resolution accepting the engineering proposal from Mecco Engineering Company, Inc. for the design of the new city building for the water department. 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 Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer reported the next item on the agenda is discussion of speed control for Justin Lane. Lyn Woolford reported complaints of speeding on Justin Lane and presented for consideration speed bumps on this street as a pilot test area program. The Board discussed with no action taken.

Mayor Rhorer presented for discussion boundary changes with the Consolidated Public Water District. Lyn Woolford reported the map was in the packet. He introduced Bob Leonard and Chad Henry from the Consolidated Water District to discuss the proposed territorial agreement changes. Mr. Leonard and Mr. Henry explained the capital improvement projects for the Ashland eastern loop and the Route A 8 inch water line upgrade and relocation project. They reported that the construction provides for a secondary feed "loop" to the southern portion of the district. They stated the "loop" affords service redundancy to the customers in the area and provides an increased ability to provide adequate fire flows in some of the areas near and/or south of the City of Ashland. They stated they are able to provide service in areas that currently the city does not have service to. The Board discussed the pros and cons to this boundary change. Mayor Rhorer reported that the Board would consider the boundary change.

Mayor Rhorer presented a petition for annexation from Hummingbird Properties, LLC and called for a public hearing to be held May 17th at 7:00 p.m. Alderman Bronson made motion and seconded by Alderman Campbell to accept the petition and call for a public hearing to be held on May 17th at 7:00 p.m. Mayor Rhorer called for the vote. Motion carried.

Mayor's Report:

Mayor Rhorer reported about 100 students from the University of Missouri "Caring for Columbia" volunteered in the City of Ashland for about 3 hours Saturday. He outlined the projects they worked on and reported he presented them with a proclamation. Mayor Rhorer encouraged the Board to attend a City of Columbia Board meeting together showing support for Mayor Brian Treece. Mayor Rhorer was to coordinate this with the City of Columbia.

Police Chief monthly Report:

Chief Woolford presented his calls for service and incidents. He reported the criminal activity is changing a bit, such as more social issues, family issues, sexual assaults and drugs.

City Administrator's Report:

Lyn Woolford informed the Board we received bids for Ash Street project and Steve Schultz, Bartlett & West are confirming the numbers. He reported they are getting proposals for sludge removal at the lagoon. Mr. Woolford reported the Republic trash contract will be effective June 1, 2016 to allow for a transition time.

City Attorney's Report:

Fred Boeckmann gave an overview of territorial agreements between City of Columbia, electric company, fire districts and water district back in 1986. He stated at that time this was a terrible fight. He stated Ashland needs to look at the economics of this and try to look into the next 20 years.

Alderman Campbell stated he appreciates the way, as a group, the Board is very strong. He stated they all work towards the better of Ashland. He welcomed Danny Clay to the Board.

Board of Aldermen's Report:

Alderman Bronson informed the Board of Chamber Days this week and he asked that the Board show their support and attend the ribbon cutting for Jeff Kays Law Office.

Alderman Clay reported that the drainage ditch at 506 Redbud Lane was covered up. Lyn Woolford reported that has been taken care of. Alderman Clay also presented the request for Charter in Setter's Knoll Subdivision.

Alderman Bronson made motion and seconded by Alderman Klippel to go into closed session pursuant to Chapter 610.021 (1) litigation, legal matters; and (3) personnel matters with a ten minute recess. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Bronson-aye, Alderman Campbell-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Fasciotti-aye. Motion carried.

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

Alderman Klippel made motion and seconded by Alderman Clay to adjourn the meeting. Mayor Rhorer called for the vote. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

TUESDAY, APRIL 26, 2016
SPECIAL MEETING
BOARD OF ALDERMEN MINUTES
6:00 P.M.

DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 6:00 p.m. on April 26, 2016 at 109 East Broadway, Ashland, Missouri.

Mayor Rhorer called the roll:

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

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

Steve Goehl, D.A. Davidson and Steve Long from The Baptist Home were also present.

Mayor Rhorer asked for an amendment to add review and consideration to sale bonds in the amount of 1.355 million dollars to the agenda and removing Council Bill No. 2016-017, entering into a development agreement with Hummingbird Properties, LLC.

Alderman Bronson made motion and seconded by Alderman Clay to approve the agenda with the amendments. Motion carried.

Steve Goehl, D.A. Davidson explained the force main project, development agreements with The Baptist Home, Hummingbird Properties, LLC and City of Columbia and financing options. He stated the development agreements are contingent on the City's financing and he is proposing to sell 1.355 million dollar revenue bonds. Alderman Campbell asked if there was a penalty for early pay off, etc. Steve Goehl stated there is no prepayment penalty. Mr. Goehl reported these would be a fixed interest rate. He stated if this passes tonight it would be sold at market tomorrow. Alderman Campbell asked if the construction would begin before this date. Fred Boeckmann stated that there is a contingency in the agreement.

Alderman Fasciotti made motion and seconded by Alderman Bronson to approve the sale of 1.355 million revenue bonds for the sewerage system improvements. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Campbell-aye, Alderman Bronson-aye. Motion carried.

Mayor Rhorer stated the Hummingbird Properties, LLC final terms have not been finalized due to the development agreement being tied to the decision on the financing.

Alderman Bronson made motion and seconded by Alderman Klippel to table Council Bill No. 2016-017, an ordinance authorizing the development agreement with Hummingbird Properties, LLC. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Campbell-aye. Motion carried.

Mayor Rhorer presented for consideration Council Bill No. 2016-018 for consideration. Mayor Rhorer reported there is an e-mail from Mary Ann Ohms representative for The Baptist Home requesting this be

tabled due to the CEO of The Baptist Home being out of the Country and the attorney for The Baptist Home being out of the state. Alderman Campbell and Alderman Fasciotti stated they felt this was an important document for The Baptist Home and the City of Ashland and they were ready to act on this. Fred Boeckmann, City Attorney reported he has not heard any objections from Mr. Shoemaker but suggested that we have this in final form before we adopt this ordinance.

Alderman Lewis made motion and seconded by Alderman Bronson to table Council Bill No. 2016-018, an ordinance authorizing the Mayor to enter into a development agreement with The Baptist Home. Mayor Rhorer called for the vote. Alderman Campbell-nay, Alderman Fasciotti-nay, Alderman Clay-nay, Alderman Klippel-nay, Alderman Lewis-aye, Alderman Bronson-aye. Motion failed.

Alderman Clay made motion and seconded by Alderman Klippel to take up Council Bill No. 2016-018, an ordinance authorizing the Mayor to enter into a development agreement with The Baptist Home. First reading by title only. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1067 for consideration. Alderman Campbell made motion and seconded by Alderman Clay to take up Ordinance No. 1067, an ordinance authorizing the Mayor to enter into a development agreement with The Baptist Home. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Campbell-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Klippel-aye. Motion Carried.

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

Darla Sapp, City Clerk

Gene Rhorer, Mayor



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Ernie Wren

Telephone Number: Daytime: 573-239-1105 Evening: 573-239-1105

Home Address: 601 Mustang Dr.
Ashland, MO 65010

E-Mail: erniewren@gmail.com

Year Current Residence in Ashland Began: 4-15-16

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)

T.I.F. committee
Lemon Daze Comm

Education Background:

Masters Degree in Public Administration
B.A. Psychology

Community Involvement:

Optimists / Youth Sports / Fundraisers

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

If Yes, Name of Person: _____ Relationship: _____

Signed: [Signature] Date: 4-19-16

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

COUNCIL BILL NO. 2016-017

ORDINANCE NO.

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

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

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

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

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into a development agreement with Hummingbird Properties, LLC. The form and content of the agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

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

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

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

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

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

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

Passed this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified to correct form:

Fred Boeckmann, City Attorney

COPY

MUNICIPAL WASTE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2016 by and between the CITY OF ASHLAND, Missouri (hereinafter called "City"), and ALLIED SERVICES, LLC d/b/a ALLIED WASTE SERVICES OF JEFFERSON CITY // REPUBLIC SERVICES OF JEFFERSON CITY, (hereinafter called "Contractor").

WHEREAS, the City, after consideration, believes that the public need, convenience and necessity can best be served by the designation of one contractor to serve as the exclusive authorized agent for the City in the collection and disposal of all residential, commercial and permanent and temporary industrial non-hazardous solid waste and recyclables within the City.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter contained and stated, it is hereby understood and agreed by the parties hereto as follows:

1. Grant.

City hereby grants to Contractor a contract and exclusive franchise to engage in the business of collecting and disposing of all residential, commercial and permanent and temporary industrial garbage, trash, rubbish, debris, recyclables and other refuse within the corporate limits of the City and, further, hereby grants to Contractor a license and permit to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and disposal of garbage, trash, debris, recyclables and other refuse during the term of the Agreement.

2. Term.

The term of this Agreement shall be for a period of (5) five years beginning June 1, 2016 and terminating May 31, 2021 subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. Either party may request this Agreement to be renegotiated for renewal on or before the termination date of May 31, 2021 subject to the limitations, terms and condition of this Agreement.

Unless either party notifies the other in writing on or before one hundred twenty (120) days before the anniversary date of this Agreement of such party's election not to renew and extend the Agreement, then this Agreement shall be automatically renewed for successive one (1) year period, each such renewal to be upon the same terms and conditions and for the same considerations as contained herein and no new Agreement shall need be entered into.

3. Price.

(a) **Residential:** the initial curbside residential trash rate: **MONTHLY CUSTOMER SERVICE CHARGES** for years 1 shall be: **\$10.77.**

2016	2017	2018	2019	2020
\$10.77	\$11.09	\$11.42	\$11.76	\$12.11

- (b) **Customers Billing:** The **City** agrees to bill all residential and commercial customers serviced by the **Contractor**. Payment to the **Contractor**: All sums required to be paid hereunder by the **City** to the **Contractor** shall be paid as follows: each monthly period shall be paid by the **City** to the **Contractor** within (30) thirty days after the close of such monthly period. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full. The **Contractor** agrees to bill all and permanent and temporary industrial customers serviced by the **Contractor**.
- (c) **Commercial:** the **COMMERCIAL MONTHLY CUSTOMER SERVICE CHARGES** shall be as provided in **Exhibit "A"** attached hereto and incorporated herein for all purposes.
- (d) **Rate Adjustment:** At the start of the second year of this contract, and every year thereafter, including any year in which this contract is extended, the rates charged by the **Contractor** shall be increased by **3%**.
- (e) **Centralized All In One Recycle Roll off Container:** The **City** shall pay the **Contractor** **\$544.27 per month** for this service. This container shall be serviced (5) five days per week.
- (f) Contractor may also increase the rates effective on each anniversary of the effective date of the contract in an amount equal to the percentage increases in the Consumer Price Index for Urban Consumers (CPI-U) U.S. City Average, published by the United States Department of Labor, Bureau of Statistics. Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. Contractor shall provide notice of an increase in costs due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes) (collectively, "Non-Controllable Costs"). In addition to the written notice, Contractor shall provide City with any other information regarding such increase reasonably requested by the City before any such increase becomes effective; provided, however, the parties recognize that notice of some increases in Non-Controllable Costs may be provided after the increase in such Non-Controllable Cost becomes effective.

4. Duties and Obligations of Residential Customers.

The **City** agrees and will ensure that every owner, agent, lessee, tenant or occupant of any residential premises in the **City** ("residential customer") shall have the following duties and obligations:

- (a) Each residential customer shall be provided a 95 gallon cart by the **Contractor** to hold the resident garbage and trash accumulated by the household. (Additional 95 gallon cart available if needed for an additional monthly fee of \$6.00 per month.)
- (b) Each residential customer shall place all garbage and trash in 95 gallon cart provided by the **Contractor**.

- (c) Each residential customer shall keep all such garbage and trash in 95 gallon cart to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals.
- (d) No residential customer shall place for collection, or permit to be placed for collection, any Hazardous Wastes.
- (e) Each residential customer shall drain all garbage and trash mixed with water or other liquids before placing same into a permanent container.
- (f) All residential customers shall place the 95 gallon cart containing garbage at the curbside on the street in such a manner as to be easily accessible for collection and as to prevent such garbage from being scattered.
- (g) All carts of garbage and trash required to be located at the curbside shall be placed at the prescribed curbside locations not more than twelve hours prior to the scheduled collection day and not later than 6:00 a.m. on the scheduled collection day if such garbage and trash are to be picked up by **Contractor**.

5. Duties and Obligations of Commercial, Permanent and Temporary Industrial and Institutional Customers.

The **City** agrees and will ensure that each owner, agent, employee or person otherwise in charge of any commercial, institutional or industrial premises within the **City** ("commercial customer") shall have the following duties and obligations:

- (a) Each commercial customer shall provide for and use containers (permanent, disposable or commercial) sufficient in number to hold the garbage and trash accumulating on the premises.
- (b) Each commercial customer shall cause all garbage and trash accumulating on such premises to be placed in a permanent container or, with the approval of the **City of Ashland** or its designee, in a disposable container which will not create a nuisance. Commercial customers shall place permanent containers and disposable containers (if allowed) at the curbside on the street for collection at the same time and in the same manner as is provided for residential refuse collection (Article 4).

Provided, however, no more than four (4) containers of garbage and trash shall be permitted per commercial customer per pickup. Should any commercial customer generate more than four (4) containers of garbage and trash per pickup such commercial customer will be required to utilize a commercial container.

- (c) As an alternative to the collection method provided in 5(b) above, and whenever any commercial customer generates more than four (4) containers of garbage and trash per pickup, commercial customers may dispose of garbage and trash by means of commercial container(s) furnished by **Contractor**. Additionally, multifamily residential complexes may employ said commercial containers for garbage and trash collection in the same manner as commercial customers. Commercial containers may be used and placed at a location on

the premises as arranged between the customer and **Contractor**, subject to the review of same by the **City** at any time.

- (d) Each commercial customer shall keep all permanent containers, disposable containers or commercial containers in use securely closed in such manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents, and other animals.
- (e) Each commercial customer shall drain all garbage or trash mixed with water or other liquids before placing same into a permanent container, disposable container or commercial containers, and further, no commercial customer shall place for collection or permit to be placed for collection, any Hazardous Waste.

6. Contractor's Duties and Obligations.

It shall be the duty and obligation of **Contractor** to perform the following services:

- (a) **Contractor** shall furnish trucks, equipment, machinery, tools and labor, at its own expense, efficiently and properly collect and dispose of garbage and trash from premises within the corporate limits of the **City** in a systematic and sanitary manner.
- (b) **Contractor** agrees that the garbage and trash collected will be disposed of at a landfill in compliance with the Laws of the State of Missouri. All vehicles by the **Contractor** for the collection and transportation of garbage and trash shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of **City** or properties adjacent thereto and shall at all times be maintained in good repair.
- (c) **Contractor** shall establish routes and special schedules for the collection of garbage and trash necessary to fulfill the requirements of this Agreement. **City** shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and **Contractor** shall be compensated for any such required additional service.
- (d) **Contractor** shall provide all commercial containers for garbage and trash storage which are available upon request of the owner or occupant of any premises within the corporate limits of **City**, excluding single family and two family residences, at the cost of such owners or occupants. The commercial containers provided by **Contractor** shall be (i) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and in a sanitary condition, and (iii) emptied not less than one time each week.
- (e) **Contractor** agrees to make one (1) collection each week for each residential customer and each commercial customer not utilizing or requiring commercial containers. **Contractor** shall not commence service to residential customers prior to 6:00 a.m. or no later than 6:00 p.m. No collections will be made on Sundays or Holidays, unless agreed upon by the **City and Contractor** in advance.

(f) **Contractor** assumes all risk of loss or injury to property or persons arising from Contractor's negligent acts in performing services under this Agreement, and shall hold harmless and indemnify the **City** from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury that arise out of **Contractors** sole negligence or willful misconduct. Contractor agrees to carry the following types of insurance:

- (i) Worker's compensation insurance covering all employees engaged in any operations covered by this Agreement as required by the State of Missouri.
- (ii) Automobile Liability - \$1,000,000 Single Limit, bodily injury and property damage combined; and
- (iii) General Liability - \$1,000,000 Single Limit, bodily injury and property damage combined.

Contractor agrees to furnish the **City** with Certificates of Insurance to the effect that such insurance has been procured and is in force.

The City shall indemnify, defend and hold harmless the Contractor and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by City or City's employees, agents, subcontractors or representatives thereof. City shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Contractor as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.

(g) **Contractor** agrees to furnish and maintain in force throughout the term of this Agreement a Performance Bond with good and sufficient corporate surety acceptable to the City in penal sum of \$40,000.00 (to be renewed on annual basis) guaranteeing the performance of the Contractor obligation under this Agreement.

(h) **Contractor** agrees to provide an on-call service for the collection of large objects and quantities of debris, including temporary roll-off service. Upon request by a customer, **Contractor** agrees to provide an estimate of the cost to remove and dispose of such items and upon mutual agreement between **Contractor** and customer, the **Contractor** shall perform the service. The agreed upon fee for the service shall be paid by the customer immediately upon completion of the work performed.

(i) **Contractor** agrees to provide, at "NO" additional charge to the **City**, services at all **City** owned facilities, as well (1) one open top for the City Lemonade Days. The **Contractor** will also provide an Annual Curbside Spring Clean-up. No Banned Waste per Missouri Department of Natural Resources will be Accepted. **Contractor** will also provide a scholarship to School Boone School District as outlined in **Appendix B**.

(j) **Contractor** agrees to provide, upon proper verification, a special service for the normal residential service fee to any **disabled customers**. The **Contractor** may require verification by a physician of the condition of which prevents the person from placing their trash at the

curbside. No other person shall live in the household who is capable of carrying their trash to the curbside. All customers receiving disability service must put their trash in plastic trash bags and place them at a location convenient for collection by the contractor.

7. Spillage.

Contractor will not be required to clean up or collect loose residential refuse not created by its operation. Spillage or excess refuse at the location of commercial containers may be picked up by **Contractor** after the customer reloads the commercial container. **Contractor** shall then be entitled to, and shall receive an extra collection charge for each reloaded container requiring an extra collection. Should such commercial spillage continue to occur, **City** shall require the commercial customer and **Contractor** to increase the frequency of collection of such customer's refuse, or require the customer to utilize a commercial container with a larger capacity, and **Contractor** shall be compensated for such additional services.

8. Non-Collection.

It is understood and agreed by and between **City and Contractor** that if any customer fails to timely place permanent container or disposable containers out, maintains improper or inadequate containers for the nature, volume or weight of garbage and trash to be removed from the premises, or places improper bundles of volumes of trash for collection, **Contractor** may refrain from collecting all or a portion of such garbage and trash. When **City** is notified by a customer that garbage or trash have not been removed from his premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from **Contractor**, **City** may investigate.

9. Revocation.

In the event of a breach by either party of any of the terms, covenants, or conditions herein contained, the non-breaching party shall notify the breaching party of such alleged breach in writing and if same is not cured or if breaching party is not taking material steps to cure same within thirty (30) days from such written notice, non-breaching party may cancel and revoke this Agreement. This franchise may, at the option of the **City** be terminated in the event of bankruptcy, receivership, or assignment for the benefit of creditors by the **Contractor**, forthwith by written notice delivered to **Contractor**.

10. Miscellaneous.

- (a) This Agreement and any and all rights and obligations of **Contractor** hereunder may be assigned by **Contractor** to any parent company, affiliate, or subsidiary of **Contractor** without the consent of **City** but may be assigned to any other third party only with the prior written consent of the **City**, which shall not be unreasonably withheld.
- (b) Any provisions contained herein to the contrary notwithstanding, **Contractor** shall not be required under this Agreement to collect and remove debris or other trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of trash and debris being cleared in preparation of construction.

Provided, however, upon the request of any residential or commercial customers, **Contractor** shall collect and remove such trash and debris and shall review for such services a fee or charge mutually acceptable to **Contractor** and the requesting customer.

- (c) Contractor may, in its sole discretion, reject any Unacceptable Waste provided by City. The City upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from Contractor's collection vehicle or premises.
- (d) Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.
- (e) **City and Contractor** (and Customers) shall comply with all rules and regulations of any federal, state or local authority. In this regard, **Contractor** shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous or improper waste. Should **Contractor** elect to dispose of such materials, **Contractor** shall receive a fee or charge mutually acceptable to **Contractor** and the party-requesting disposal of such materials. **Contractor** further agrees to comply with all State and applicable Federal Laws regulating collection and disposal of garbage. **City and Contractor** agree that in the event any subsequent laws, regulations or ordinances are passed by any local, state or federal authority or government that changes the obligations of the parties herein, then in such event the parties agree to amend this Agreement to reflect such changes.
- (f) **City** covenants that no commercial customer shall empty garbage containers or trash receptacles or convey or transport garbage or trash generated within the **City** limits on the streets, alleys and public thoroughfares of the **City** except those persons acting pursuant to the Agreement.
- (g) **City** agrees to pass such ordinances as are necessary to effectuate all terms of this Agreement including all duties and obligations required of residential and commercial customers.
- (h) This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- (i) **City and Contractor** agree that the following days shall be recognized as holidays, and services will not be required on those days: New Years' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Day (**Contractor** to notify **City** of any changes to holiday observation schedule.) When a collection day is missed due to the holiday schedule, **Contractor** will collect all garbage or trash on the following day or on a day mutually agreed upon by both the **City and Contractor**. No adjustment or reduction in monthly customer service charges will be made as a result of the non-collection on holidays.
- (j) If any provision or portion of the Agreement is by any reason unenforceable, inapplicable, or invalidated, then such provision or portion shall be reformed in accordance with applicable laws. The invalidity, inapplicability, or unenforceability of any provision or portion of the Agreement shall not affect the validity, applicability or enforceability of the other provision or portions of the Agreement.

- (k) Except with regard to a party's obligation to make payments due under this Agreement, in the event either party hereto is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations, the upon a written notice setting forth the specifics within a reasonable time, the obligations of the party giving such notice, insofar as they are affected by such Force Majeure, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

11. Definitions.

Wherever used herein, the hereinafter listed terms shall have the following meanings:

Debris: Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames and other bulky heavy material, excluding any Hazardous Waste and Unacceptable Waste.

Garbage: Refuse animal or vegetable matter (as from a kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste normally produced by residences, excluding any Hazardous Waste and Unacceptable Waste.

Hazardous Waste "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

Trash: All household refuse other than garbage, debris, household furniture and; trash shall include heavy accumulations of newspapers and magazines, recyclable waste, old clothes and other household trash of like kind, but shall not include any Hazardous Waste and Unacceptable Waste.

Recyclables: Is all household, commercial and industrial recyclable material that may be accepted by a recycling facility. It is the intent of Contractor to offer Single Stream and Cardboard recycling to the all residential, commercial and industrial customers of the City of Ashland during the term of this contract. Contractor will not be held liable for any claims arising out of the recyclable materials that are contaminated with other waste material.

Waste: "Waste" means any non-hazardous solid waste including Garbage, Trash and Recyclables that may be collected and disposed of by Contractor under this Agreement, but not including any Unacceptable Waste.

Unacceptable Waste: "Unacceptable Waste" means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

Permanent Container: Any closed, waterproof, plastic or metal container or can with a capacity or volume of thirty three (33) gallons or less and which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.

Commercial Containers: Metal containers supplied by Contractor affording adequate capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.

Curbside Service: Garbage to be picked up by the Contractor which will be located at the curbside of the street.

Force Majeure: Any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, earthquakes, tornadoes, hurricanes, and severe weather events), impassable roadways, labor disputes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party claiming Force Majeure and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Allied Services, LLC d/b/a Allied Waste Services of Jefferson City / Republic Services of Jefferson City

BY: _____
General Manager

City of Ashland

BY: _____
Mayor

BY: _____
City Clerk

City of Ashland Inside Dumpster Rate Schedule

Container size					
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk
Cart	\$ 26.06	\$ 39.09	\$49.52		
1 yard	\$ 34.11	\$ 57.48	\$80.85		
2 yard	\$ 46.74	\$82.70	\$118.67		
3 yard	\$61.52	\$110.08	\$158.66		
4 yard	\$75.36	\$136.55	\$197.74		
6 yard	\$105.88	\$192.28	\$281.08	\$375.15	
8 yard	\$133.59	\$245.20	\$356.79	\$475.26	

Temp Rates			
Delivery	Haul	Tonnage	Monthly Rent
\$75.00	\$175.00	\$44.00	\$90.00
*Admin Fee only			

Appendix — B

\$2000 Scholarship Fund — City of Ashland / Boone County School District

Contractor will provide an annual scholarship fund of \$2000 to the Southern Boone School District for the length of this contract and any extensions.

**APPENDIX C
ADDITIONAL SERVICES AND ASSOCIATED CHARGES**

Residential

Additional Cart \$6 (per month)

Commercial

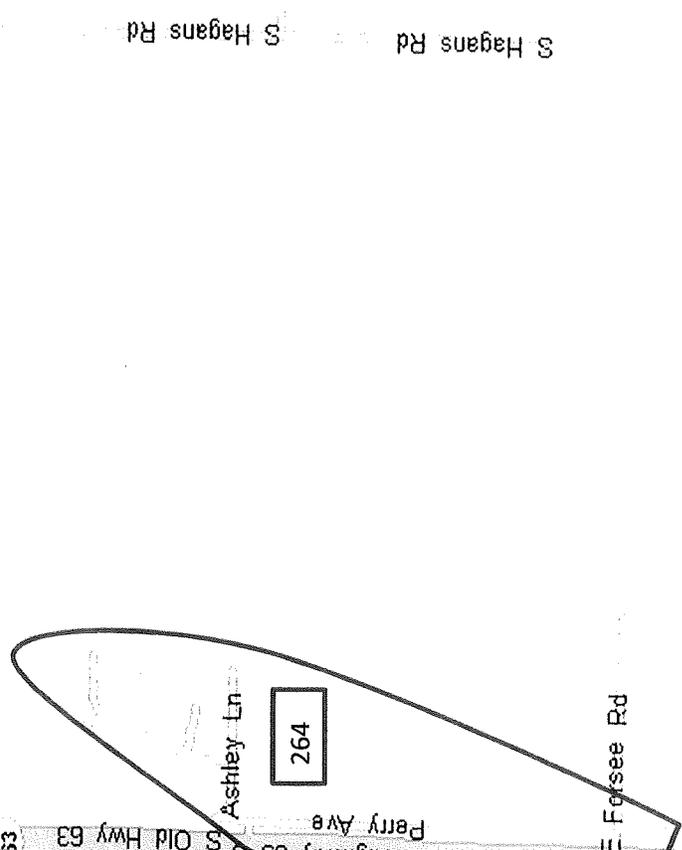
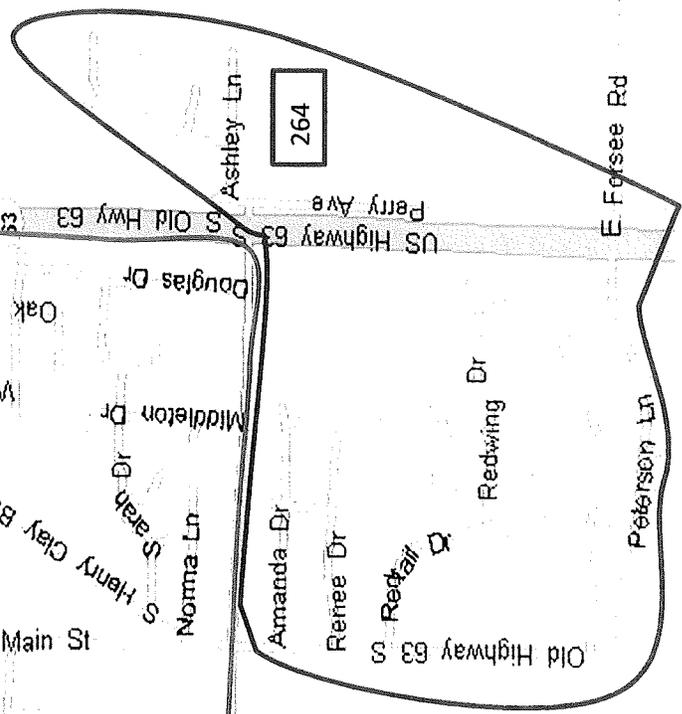
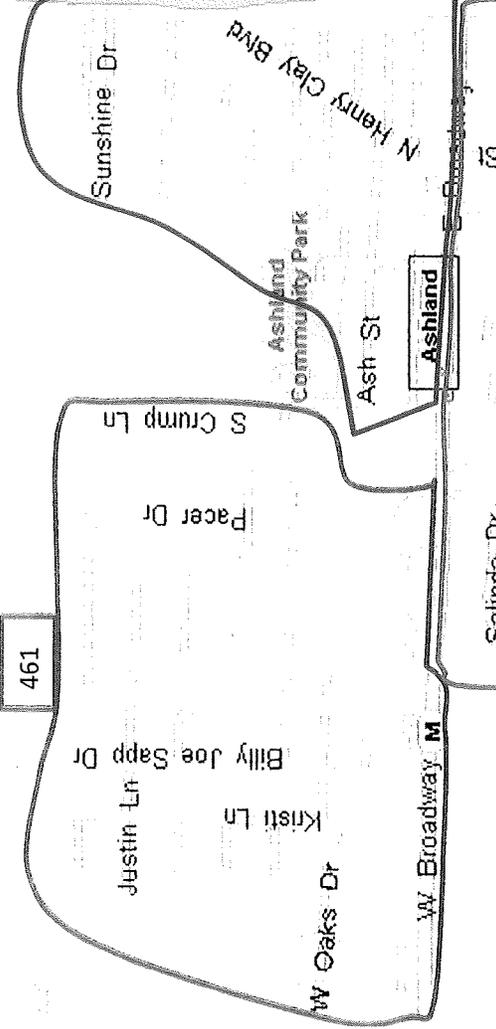
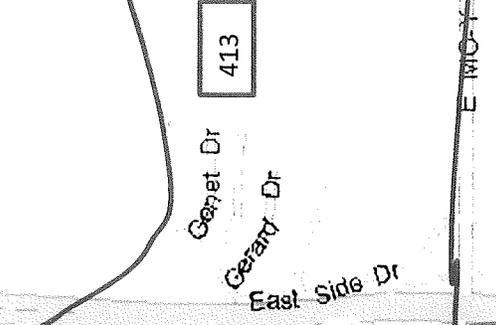
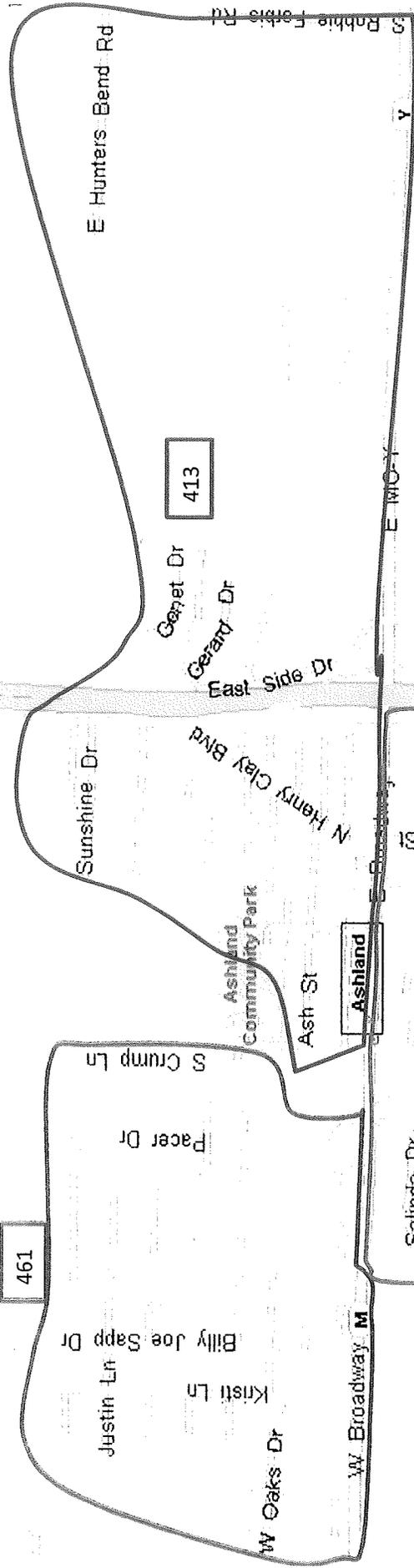
Container Delivery \$45
Container Removal \$45
Container Exchange \$45
Container Relocate \$45
Extra Lift \$65 (lift charge for unscheduled service)
Extra Yards \$35 (hand loading charge per yard for trash left outside container)

DEMOLITION (C&D)

Roll Off- 20,30 & 40 yard temporary containers

Container Relocate \$95
Container Washout \$125
Dry Run \$110 (trip charge for scheduled service that does not occur)

These services are eligible for the annual rate adjustment per the language in the proposal.



- Monday
- Tuesday
- Thursday
- Friday

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

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

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

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

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into a development agreement with Hummingbird Properties, LLC. The form and content of the agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

April-2016 Maintenance Report

Travis Davidson

Street Department

- All the overlay bids have come in.
- Street patches have been started on the asphalt streets in preparation for overlays.
- Concrete street repairs will start after the asphalt repairs are done.

Sewer Jobs Started/ongoing

- Lift station P/M which includes oil checks, grease bearings, rotating assembly rebuilds, impeller inspections, belt replacement and keeping the mixing valves in working order.
- Camera work/sewer jetting the issues found are then scheduled for repair.
- We have several sewer main/manhole repairs in progress and scheduled.
- Lagoon maintenance and monitoring on a daily bases.
- There are 2 driveway approaches that we are going to have mud jacked due to the sewer main ditch settling. **These repairs have been completed and turned out very well.**

For questions or comments please give me a call at 573-808-2373 or e-mail at wastewater@ashlandmo.us Thanks.

2016 MML Elected Officials Training Conference

 Register  Map this Event  Tell a Friend



6/9/2016 to 6/10/2016

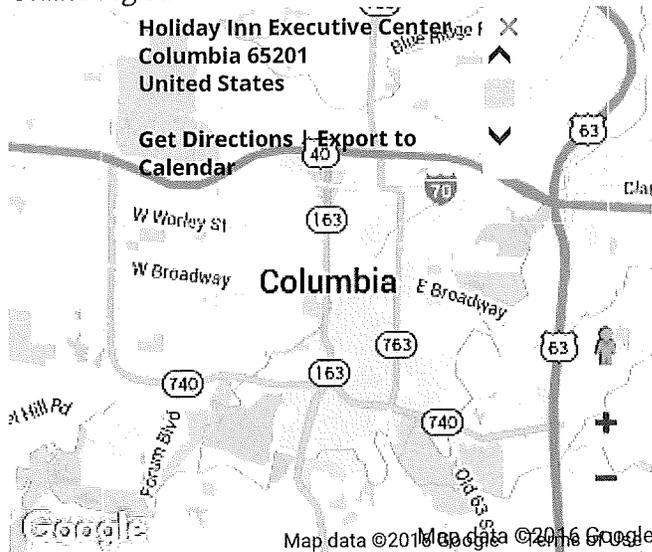
When: 6/9/2016

Where: *Map this event »*
Holiday Inn Executive Center
Columbia 65201
United States

Contact: Sarah Bowman
sgarmer@mocities.com

Register

Online registration is available until: 6/9/2016



« Go to Upcoming Event List

2016 MML Elected Officials Training Conference

Holiday Inn Executive Center
Columbia, MO
June 9-10, 2016

Tentative Agenda

This Conference provides a nuts and bolts review of the myriad of important issues municipal officials need to be familiar with from Sunshine Law to ethics, from economic development to social media those are just a few of the topics to be covered. While the Conference focuses on providing the knowledge base that newly elected municipal leaders need to govern effectively, the changes that continually occur in the municipal arena make this a Conference that all officials should attend. Attendance at this conference will provide credit towards the Municipal Governance Institute's Certified Municipal Official program. (Click here for more information on becoming a Certified Municipal Official) .

Thursday, June 9, 2016

9:00 a.m. REGISTRATION
10:00 a.m. Welcome
10:10 a.m. OVERVIEW MUNICIPAL GOVERNMENT - Allen Garner, *Attorney*, Allen Garner Law LLC
11:00 a.m. CONDUCTING CITY BUSINESS - John Young, *Attorney*, Hazelwood and Weber LLC
12:00 noon LUNCH
1:00 p.m. BUDGETS - DJ Gehrt, *City Administrator*, City of Platte City
2:15 p.m. Break
2:30 p.m. ETHICS - James Klahr, *Director*, and Betsy Byers, *Director of Business Services*, Missouri Ethics Commission
3:30 p.m. Break
3:40 p.m. BUILDING BETTER CITIES - Joe Lauber, *Attorney*, Lauber Municipal Law
4:45 p.m. ADJORN
5:30 p.m. RECEPTION
 - Dinner on your own.

Friday, June 10, 2016

7:30 a.m. BREAKFAST
8:00 a.m. SUNSHINE LAW - Thomas Durkin, *Public Education Director*, Missouri Attorney Generals Office
9:15 a.m. Break
9:30 a.m. STRATEGIC MASS INFLUENCE - Clarton Flowers, *Speaker/Trainer*
10:30 a.m. Break
10:35 a.m. LOCAL REVENUE SOURCES - Eric Creach, *Attorney*, Gilmore and Bell
11:35 a.m. MML SERVICES
12:00 noon Lunch on your own.
1:30 p.m. (*MGI) PLANNING AND ZONING - Paul Martin, *City Attorney*, Olivette
2:30 p.m. (*MGI) PUBLIC WORKS CONTRACTING - Kevin O'Keefe and Stephanie Karr, *Attorneys*, Curtis, Heinz,

Garret & O'Keefe, PC

3:30 p.m. **ADJOURN**

***Missouri Governance Institute (MGI) These sessions will count toward the Missouri Municipal Official certifications. (MGI Workshops are free to EOT attendees/\$45 to those attending MGI sessions only.)**

Registration Fee: \$130 per person; includes lunch, reception, breakfast, conference materials, and both MGI Workshops. *If you plan to attend only the MGI Workshop, the registration fee for the workshop is \$45.* There are guest tickets available for meals only (\$20 for breakfast; \$18 for lunch and \$38 for both).

- All registrations must be made online, regardless of payment option. If paying by check, please select the "Bill Me" option for your payment method.
- Please print out your registration confirmation at the end of your registration process to submit with your payment and for your records; we do not send out confirmations.

Registrations cannot be changed online once submitted. Instead, all changes must be submitted to Lori Noe at Inoe@mocities.com by June 3.

- **Cancellations: Cancellations must be received at League headquarters via email to Lori Noe at Inoe@mocities.com or faxed to 573-635-9134 by 5 p.m., June 3, or it will be necessary to bill you for the registration fee. You will need to cancel your own hotel reservations.**

Hotel Reservations: Reservation Deadline is May 24. Please make room reservations directly with the hotel: Columbia Holiday Inn Executive Center (**800-465-4329**). When making hotel reservations, let the hotel know that you are with the Missouri Municipal League - **Group Block ML6** to receive the special conference rate of \$96 plus any applicable taxes and surcharges. Check-In is available at 4 p.m.; with check-out at 11 a.m. **Hotel cancellations** must be made by 6 p.m., one day before guest arrival to receive a refund. MML does not make or cancel hotel arrangements.

Sewer Department

Date	Lift Station Maint.	Collection System	Lagoon	Class	Other
Monday, April 11, 2016	CB		TD, CB, DB		
Tuesday, April 12, 2016	TD, CB		TD, CB		TD, CB
Wednesday, April 13, 2016		TD, CB, CM, DB, JH			
Thursday, April 14, 2016			TD, CB		TD, CB
Friday, April 15, 2016	CB	TD	TD, CB		TD, CB
Saturday, April 16, 2016					
Sunday, April 17, 2016					
Monday, April 18, 2016	CB		TD, CB		TD, CB
Tuesday, April 19, 2016	TD, CB		TD, CB		
Wednesday, April 20, 2016	CB	CB	CB		TD OFF
Thursday, April 21, 2016			DB		TD, CB OFF
Friday, April 22, 2016			DB		TD, CB OFF
Saturday, April 23, 2016					
Sunday, April 24, 2016					

Streets

Monday, April 11th, 2016:

- Meet with APAC
- Dustin Helped at the Lagoon
- Coby Sick 1/2 Day
- Jeff Sick

Tuesday, April 12th, 2016:

- Meet with Missouri Petroleum about Chip & Seal
- Put up Street signs
- Pressure washed the Park Bathroom
- Put sign in park Pond

Wednesday, April 13th, 2016:

- Dug up and Replaced Tap with Sewer Crews
- Dug up 1 street patch and Replaced with rock

Thursday, April 14th, 2016:

- Poured Concrete on one side of Liberty Ln Culvert
- Hauled 2 Load of mulch to park
- Moved south water tower

Friday, April 15th, 2016:

- Poured concrete on other side of Liberty Ln Culvert
- Hauled 1 load of mulch to Park
- Mowed Park
- got everything ready for Park clean up on Sat

Monday, April 18th, 2016:

- Changed Tracks on skid loader
- Stripped fountains on Liberty Ln
- Mowed - Petersons, Recycle Lab, and Lake View

Tuesday, April 19th, 2016:

- Cold Patch in potholes
- Graded Hunters Bend and Loy Martin
- Cleaned up at the Park

Wednesday, April 20th, 2016: - Rain

- Drained Holding Basin on Liberty Ln
- Mowed Palomares Park
- Dust on at X Day

Thursday, April 21st, 2016:

- Mowed North Tower
- Mowed at shop & Liberty Ln
- Cleaned up shop
- Checked Lagoon

Friday, April 22nd, 2016:

- Coby & Jeff CDL Training
- sock Street Patches
- Checked Lift Stations
- Checked Lagoon