CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, MARCH 20, 2018
7:00 P.M.

There will be a Budget Work Session at 6:30 p.m.

Call meeting to order

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 3-20-2018 agenda: **Action:** _____
2. Consideration of the 3-06-2018 minutes: **Action:** _____

PUBLIC COMMENTS

3. Chris Felmee-discuss school Bond Issue
4. Anyone wishing to appear before the Board

APPOINTMENTS

5. None

COUNCIL BILLS

6. Council Bill No. 2018-010, an ordinance authorizing the Mayor to enter into a contract with McClanahan Construction Co., Inc. for the wastewater treatment facility project. First reading by title only. **Action:**_____

7. Council Bill No. 2018-011, an ordinance authorizing the Mayor to enter into a Man-It Service Level Agreement with Midwest Computech. First reading by title only. **Action:**_____

8. Council Bill No. 2018-012, an ordinance adopting an annual budget for the fiscal year beginning May 1, 2018 and appropriating funds pursuant thereto. First Reading by title only. **Action:**_____

9. Council Bill No. 2018-013, an ordinance authorizing the Mayor to execute a tax collection agreement between the City of Ashland, Missouri a municipal Corporation, and Boone County, Mo, through the Boone County Commission and Tom Schauwecker, Boone County Asssessor, Taylor W. Burks, Boone County Clerk and Brian McCollum, Boone County Collector of Revenue. First reading by title only. **Action:**_____

10. Council Bill No. 2018-014, an ordinance authorizing the issuance of not to exceed $6,408,000 Principal amount of Combined Waterworks and sewerage system revenue bonds (State of Missouri-Direct Loan Program) Series 2018 of the City of Ashland, Missouri, for the purpose of extending and improving the City's combined waterworks and sewerage system: prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters. First Reading by title only. **Action:**_____

11. Council Bill No. 2018-015, an ordinance approving Southwoods Commercial Park Plat 4, a replat of Lot 7 and Lot 8 of Southwoods Commercial Park, Plat No. 1. First Reading by title only. **Action:**_____

12. Council Bill No. 2018-016, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2018 Budget. First reading by title only. **Action:**_____

ORDINANCES

13. Ordinance No. 1168, an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. **Action:**_____

14. Ordinance No. 1169, an ordinance authorizing the Mayor to enter into a contract with McClanahan Construction Co., Inc. for the wastewater treatment facility project. **Action:**_____

15. Ordinance No. 1170, an ordinance authorizing the issuance of not to exceed $6,408,000 Principal amount of Combined Waterworks and sewerage system revenue bonds (State of Missouri-Direct Loan Program) Series 2018 of the City of Ashland, Missouri, for the purpose of extending and improving the City's combined waterworks and sewerage system: prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters. **Action:**_____

16. Ordinance No. 1171, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2018 Budget. **Action:**_____

RESOLUTIONS

17. A Resolution authorizing the Mayor to enter into a revised lawn waste disposal contract with Clean Cut Services, LLC. **Action:**_____

18. A Resolution removing Utility Adjustments in the Utility Procedures Manual in accordance with Chapter 14, Sewer, Water and Solid Waste. **Action:**_____

19. A Resolution authorizing the Mayor to enter into a contract with Jeffrey R. Kays, City Attorney for City of Ashland. **Action:**_____

20. A Resolution authorizing the Mayor to enter into an employment contract with Lyn Woolford. **Action:**_____

21. A Resolution authorizing the Mayor to enter into an agreement with TowerPoint Capital, Inc. **Action:**_____

22. A Resolution authorizing the Mayor to enter into an agreement with TowerPoint Capital, Inc. **Action:**_____

DISCUSSION

23. None

OTHER

24. None

REPORTS

25. Mayor's Report
26. City Administrator's Report/Police Chief
27. City Attorney's Report
28. Board of Aldermen's Report
29. 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: 3-16-2018@ posted: _____ City Hall and website: www.ashlandmo.us

TUESDAY, MARCH 06, 2018
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 March 06, 2018 at 815 East Broadway, Ashland, Missouri.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll:

Ward One:	Leslie Martin-here, Danny Clay-here
Ward Two:	Jesse Bronson-here, James Fasciotti-absent
Ward Three:	Rick Lewis-here, Jeff Sapp-here

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

Mayor Rhorer presented the agenda of March 06, 2018 for consideration with the amendment to table item #7). A Resolution authorizing the Mayor to enter into a Lawn Waste Disposal contract with Clean Cut Services. Alderman Bronson made motion and seconded by Alderman Sapp to approve the agenda as amended. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented the minutes of February 20, 2018 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the Board to come to the podium and state their name and address. No one wished to speak before the Board.

Mayor Rhorer presented Council Bill No. 2018-009 for consideration. Alderman Clay made motion and seconded by Alderman Sapp to take up Council Bill No. 2018-009, an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. First reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford explained this is a yearly stipend that needs Board approval. The Board discussed this. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1167 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1167, an ordinance to amend Chapter 14 of the Code of the City of Ashland to require installation of sewer backflow devices. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator reported this was introduced at the last meeting and they would like the sewer backflow prevention device be added to the code. He stated they have been enforcing this for new construction. Mayor Rhorer explained this keeps wastewater from getting into a home if a lift station stopped functioning properly. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented a resolution authorizing the Mayor to enter into an agreement with TowerPoint Capital, LLC. Alderman Bronson made motion and seconded by Alderman Clay to consider the resolution to enter into an agreement with TowerPoint Capital, LLC. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator, reported the purchase price has changed from the initial offer due to the assumption the Sprint one-time fee was included in the figure. The purchase price is $703,026.50 paid in 11 installments with TowerPoint paying $425,000.00 of the purchase price at closing and 10 additional installments of $27,802.65 annually. Lyn Woolford reported this is not the contract but authorization to allow exclusive negotiation with TowerPoint. The Board discussed other companies negotiations. Lyn Woolford, City Administrator stated he did not get that far with any other companies. Fred Boeckmann, City Attorney, reported the contract will have to come back before the Board. Alderman Clay questioned if the revenue would go back into general fund. Lyn Woolford, City Administrator, reported it would go back into the general fund. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented under "Discussion" eliminating leak adjustments and swimming pool adjustments. Lyn Woolford, City Administrator, and Shelley Martin, Treasurer, explained the determined leak adjustments have now been confirmed. Mayor Rhorer was concerned of this number after last meeting and asked for this dollar amount be verified. The actual number of sewer adjustments due to leaks, billing errors, and filling swimming pools was $14,580.53. Shelley Martin gave an overview of the previous year's sewer adjustments. Mayor Rhorer stated he is still in favor of discontinuing the adjustments on sewer due to water leaks. He asked that this be placed on the agenda for the Board for consideration.

Mayors Report:
Mayor Rhorer reminded the Board of the Municipal Dinner next Thursday at the middle school at 6:00 p.m. for elected officials only. He stated it was Ashland's turn to host the event. He stated the County Commissioners would be attending. Lyn Woolford, City Administrator, took a poll of the Aldermen planning to attend the event.

Mayor Rhorer reported that a balloon flight/lighting event is being planned for October 20, 2018 at the Potterfield property. He stated this would be a three-day event.

City Administrator/Police Chiefs Report:
Lyn Woolford, City Administrator, reported for informational purposes the Allstate Consultants Engineering invoice was included in the packet for the Board to see the status.

He informed the Board they received notification from the Department of Natural Resources approving the bid opening documents and allowing us to award the contract to McClanahan Construction Co., Inc.

Lyn Woolford, City Administrator gave an overview of the animal control quarterly billing.

He reported there were $150.89 utility adjustments for February.

City Attorney's Report:
Fred Boeckmann had no report.

Board of Aldermen's Report:
There was no report from the Board.

Alderman Bronson made motion and seconded by Alderman Clay to go into closed session pursuant to Chapter 610.021 (1) legal action or possible litigation with a ten-minute break. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Fasciotti-absent. Motion carried.

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

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

Darla Sapp, City Clerk

Gene Rhorer, Mayor

COUNCIL BILL NO. 2018-010 ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MCCLANAHAN CONSTRUCTION CO., INC. FOR THE WASTEWATER TREATMENT FACILITY PROJECT

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 contract with McClanahan Construction Co., Inc. for the Wastewater Treatment Facility Project.

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 _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified to correct form:

_____
Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2018-011 ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MAN-IT SERVICE LEVEL AGREEMENT WITH MIDWEST COMPUTECH

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a contract with Midwest Computech for MAN-IT Service Level agreement. The form and content of the Agreement shall be substantially as set forth and 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 _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified as to correct form:

_____
Fred Boeckmann, City Attorney

Midwest Computech
Making IT work for over 30 years.

MAN-IT™ Service Level Agreement

Terms and Conditions

THIS MAN-IT SERVICE LEVEL AGREEMENT (the "AGREEMENT") is made and entered into as of 4/1/2018 ("Effective Date"), by **Midwest Computech, Inc.**, a Missouri corporation, and its affiliates (collectively, "Midwest"), and City of Ashland ("Customer"), with an office located at 109 E. Broadway, Ashland, MO 65010.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **SERVICES:**

1.1 During the Term of this AGREEMENT, Midwest will provide information technology (IT) services for Customer. Midwest will provide all labor, consulting, installation, maintenance, upgrade, and configuration services on all existing and newly purchased IT equipment at Customer's agreed upon locations of business. Services will be provided and performed under the terms and conditions of this AGREEMENT and the Master Services Agreement.

1.2 Midwest will perform preventative maintenance as needed to include Anti-Virus, Anti-Spyware, Microsoft Update, and Application Management Tasks. Midwest will perform all hardware repair and software support during the term of this agreement to include only those hardware / equipment items that are found on the accompanying Man-it Service Calculator and Software items that are fully supported by manufacturer support agreement held by Customer. Customer agrees to be bound by the terms of all software services installed and used by Customer.

1.3 Midwest will provide labor for projects relating to items not found on the Man-it Service Calculator at a flat rate provided to Customer within a Statement of Work for the corresponding project. Any labor beyond the scope of this AGREEMENT not deemed as a project will be billed out at $ 125 per hour for the length of this AGREEMENT. The description of the services and the assignment of specific personnel (when applicable) of Midwest will be confirmed by execution of a Statement of Work in the form attached as **Exhibit A**, or such other format as may be mutually agreed upon by the parties. Upon execution by both parties, each Statement of Work will become a part of and be subject to this AGREEMENT. Changes in the scope of the Services being performed under any Statement of Work will be made only in writing executed by authorized representatives of both parties. If there is any ambiguity between the Master Services Agreement, this AGREEMENT, and an attached Statement of Work, the Master Services Agreement shall govern.

1.4 All equipment, replacement parts, components, modules, or units supplied to Customer under this AGREEMENT shall be supplied to the Customer at the Customer's cost.

1.5 Midwest and Customer agree to the following regarding services:

1.5.1 If selected by Customer, Midwest will service the equipment at the agreed upon location of the Customer's facility during the normal business hours of Midwest, which are Monday – Friday, 8:00 a.m. to 5:00 p.m..

1.5.2 If selected by Customer, Midwest will service the equipment via remote access over internet on Monday – Friday, 8:00 a.m. to 5:00 p.m..

1.5.3 Any service request must be made during the normal business hours of Midwest. Midwest will attempt to make service employees available to Customer from Monday – Friday, at 7:00 a.m. to 6:00 p.m.

Client Initials ____

2. COMPENSATION AS DETERMINED BY THE MAN-IT SERVICE CALCULATOR: See Exhibit B.

2.1 Customer will pay Midwest for Services at the agreed upon rate of $ 1260 per month for the services provided in this Agreement, plus the additional amount set forth in each Statement of Work. The amount set forth in this Section is subject to change, if Customer should add or subtract equipment, and the parties agree to such changes in writing. If the amount per month should change, then Customer agrees to execute an Addendum with Midwest stating the new monthly charges.

2.2 The monthly service charge does not include services or charges that are necessary under the following circumstances:

2.2.1 If the items covered under the Man-IT Service Calculator have been modified or repaired by anyone other than an authorized manufacturer's service center.

2.2.2 If the items covered under the Man-IT Service Calculator requires repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, or the operation of the items covered under the Man-IT Service Calculator in improper environments, such as, but not limited to, locations having defective or inadequate power source, static electricity, or excessive interference caused by external sources.

2.2.3 If service is necessitated to comply with changes in the regulations of any governmental body or agency.

2.3 In the event this Agreement is terminated by either party prior to completion of the services, Midwest shall be entitled to receive all compensation earned prior to termination.

3. **TERM AND TERMINATION; MONTH-TO-MONTH FEE INCREASE:** The term of this Agreement shall be for a period of one (1) year after the Effective Date. Customer may terminate this Agreement at any time without cause prior to the expiration of the term only upon the condition that Customer pays a lump sum termination fee that is equal to the **lesser of**: (1) six (6) times the monthly service charge set forth in Section 2.1 of this Agreement; or (2) the number of remaining months under the term of this Agreement times the monthly service charge set forth in Section 2.1 of this Agreement. The termination rights of Midwest are set forth in the Master Services Agreement. If the Parties continue to operate under this Agreement after the term expires, then this Agreement shall be deemed to have automatically renewed for successive month to month periods. If this Agreement automatically renews on a month-to-month basis then the monthly service charge set forth in Section 2.1 of this Agreement shall increase by 15%. If the term of this Agreement becomes a month-to-month term, the Customer may terminate the Agreement by giving Midwest thirty (30) days prior written notice of termination.

4. **INVOICES:** Invoices shall be payable in accordance with the Master Services Agreement.

5. **MASTER SERVICES AGREEMENT:** Customer and Midwest acknowledge and agree that: (a) the terms and conditions of the Master Services Agreement executed by Customer and Midwest are acknowledged by Customer and that Customer consents to said terms and conditions; and (b) in the event of any conflict or discrepancy between the terms or provisions of the Master Services Agreement and this Agreement, the terms and provisions of the Master Services Agreement shall control and govern. Any term used herein that is defined in the Master Services Agreement shall have the same meaning as in the Master Services Agreement.

Client Initials ____

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the day and year first written above.

Midwest Computech, Inc.

Signature: DocuSigned by: Ryan Keele

By: Ryan Keele

Title: Senior Account Manager

Date: 3/6/2018

Customer:

Signature: _____

By: _____

Title: _____

Date: _____

Client Initials ____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("SOW") is dated as of _____("Effective Date"), and is attached to and made a part of the MAN-IT SERVICE AGREEMENT dated as of _____ by and between _____("Customer") and Midwest Computech, Inc. ("Midwest").

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

SERVICES: Midwest will *[Insert detailed description of additional services. Payment should be tied to acceptance of additional services.]*

COMPENSATION: *[insert as appropriate.]*

EXPENSES: *[if applicable – i.e. Mileage, travel time, etc.]*

INVOICES: Invoices shall be payable in accordance with the Master Services Agreement.

MASTER SERVICES AGREEMENT: Customer and Midwest acknowledge and agree that: (a) the terms and conditions of the Master Services Agreement are acknowledged and Customer has had an opportunity to review same; (b) this SOW will be deemed an addendum to and part of the MAN-IT SERVICE AGREEMENT; and (c) in the event of any conflict or discrepancy between the terms or provisions of the Master Services Agreement, the MAN-IT AGREEMENT, and this SOW, the terms and provisions of the Master Services Agreement shall control and govern. Any term used herein that is defined in the Master Services Agreement shall have the same meaning as in the Master Services Agreement.

IN WITNESS WHEREOF, the undersigned have executed this SOW as of the day and year first written above.

Midwest Computech, Inc.

Signature:_____
By:_____
Title:_____
Date:_____

Customer

Signature:_____
By:_____
Title:_____
Date:_____

Client Initials ____

EXHIBIT B

MAN-IT SERVICE CALCULATOR

See attached quotes

Quote #3716 v2

Client Initials ____

Midwest Computech

311 Bernadette Dr Ste A
Columbia, MO 65203
573.499.6928
www.midwestcomputech.com

Midwest Computech

We have prepared a quote for you

2018 MAN-IT Calculator

QUOTE # 003716 V2

PREPARED FOR

City of Ashland

PREPARED BY

Ryan Keele

Midwest Computech

573.499.6928
rkeele@midwestcomputech.com
www.midwestcomputech.com

Executive Summary

Who We Are

Founded in 1982 as a small Sedalia, MO typewriter company, Midwest Computech has transformed into an innovative and renowned IT support specialist dedicated to providing expert IT help to every industry. With over 30 years of attention and care, Midwest Computech has a proven record of providing quality products and services to organizations nationwide.

What We Do

Our consulting and IT solutions teams are designed around a culture of success-yours. We work closely with your teams to deliver innovative strategies and solutions that help your organizations drive operational efficiencies, improve the end user experience, and increase profitability.

Mission Satatement

To serve our clients as their trusted IT advisors by delivering innovative IT solutions that increase productivity and enhance client success.

Man-IT Services

Man-IT Services

Remotely Managed IT Services

When your network is down, wasted productivity adds up to revenue losses. 42% of small business owners reported that "technology not working" is their number one anxiety. Your employees need solutions to their technology issues as quickly as possible. That's where we shine. Troubleshooting your IT problems with us is simple. We will promptly address your issues with courtesy and confidentiality.

- Increase operational efficiency: response time is usually under an hour
- Reduce your operating costs: with flat rate billing
- Ability to remotely support your servers and devices
- Minimize downtime
- 24/7/365 Monitoring and management of daily operations

We make every technology device in your organization accessible, regardless of their location. As a trusted managed IT services company, we have years of experience maintining networks in various industries.

Midwest Computech

573.499.6928
rkeele@midwestcomputech.com
www.midwestcomputech.com

Managed Services

Description	Recurring	Qty	Ext. Recurring
Managed Server Premium - 24/7 Monitoring - Anti-Virus License - Patch Management (Windows Updates Only) - Monthly Executive Report Summary - 4HR. Response/Priority Service (8 business hours (M-F 8am-5pm) - Performance Guarantee - Billable Hourly Rate - $125 PER HOUR - Unlimited Remote & On-Site Support Incidents - Installation & Configuration of new software & equipment not included	$210.00	1	$210.00
Managed Workstation Premium - 24/7 Monitoring - Anti-Virus License - Patch Management (Windows Updates Only) - Monthly Executive Report Summary - 4HR. Response/Priority Service (8 business hours (M-F 8am-5pm) - Performance Guarantee - Unlimited Remote & On-Site Support Incidents - Installation & Configuration of new software & equipment not included at Billable Hourly Rate - $125 PER HOUR	$42.00	21	$882.00
Managed Firewall Device - Troubleshooting - Update Services - Connectivity - Port Management	$52.50	1	$52.50
Sophos Intercept X add on per device	$5.25	22	$115.50
		Recurring Subtotal	**$1,260.00**

573.499.6928
rkeele@midwestcomputech.com
www.midwestcomputech.com

Midwest Computech

2018 MAN-IT Calculator

Prepared by:

Midwest Computech
Ryan Keele
18003468934
rkeele@midwestcomputech.com

Prepared for:

City of Ashland
109 E. Broadway
Ashland, MO 65010
Lyn Woolford
(573) 657-2091
policechief@ashlandmo.us

Quote Information:

Quote #: 003716
Version: 2
Delivery Date: 03/06/2018
Expiration Date: 04/05/2018

Recurring Expenses Summary

Description	Amount
Managed Services	$1,260.00
Recurring Total:	**$1,260.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Midwest Computech

Signature: _____

Name: Ryan Keele

Title: Senior Account Manager

Date: 03/06/2018

City of Ashland

Signature: _____

Name: Lyn Woolford

Title: _____

Date: _____

COUNCIL BILL NO. 2018-012 ORDINANCE NO.

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND APPROPRIATING FUNDS PURSUANT THERETO

WHEREAS, the City Administrator and City Staff has presented the Board of Aldermen with an annual budget for the fiscal year beginning May 1, 2018; and

WHEREAS, the Board of Aldermen has reviewed and agree with the recommendations for the annual budget for the fiscal year beginning May 1, 2018.

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

Section 1. The annual budget for the City of Ashland, Missouri, for the fiscal year beginning May 1, 2018 and ending April 30, 2019; A copy of which is attached and marked as "Exhibit A" hereto and made a part hereof as if fully set forth herein, is hereby adopted.

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

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

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

Passed this _____day of _____, 2018.

Missing Budget

_____
Gen

Attest:

_____
Darla Sapp, City Clerk

Certified as to correct form:

_____
Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2018-013 ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TAX COLLECTION AGREEMENT BETWEEN THE CITY OF ASHLAND, MO. A MUNICIPAL CORPORATION, AND BOONE COUNTY, MO. THROUGH THE BOONE COUNTY COMMISSION, AND TOM SCHAUWECKER, BOONE COUNTY ASSESSOR, TAYLOR W. BURKS, BOONE COUNTY CLERK AND BRIAN MCCOLLUM, BOONE COUNTY COLLECTOR OF REVENUE

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

Section 1. The Mayor is hereby authorized to execute a tax collection agreement for Boone County to assess, prepare and collect property taxes for the City for an agreed compensation.

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

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

Dated this _____ day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified as to Correct Form

_____
Fred Boeckmann, City Attorney

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ , 20__, by and between the **City of Ashland, Missouri**, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Taylor W. Burks, Boone County Clerk, hereinafter called the "Clerk", and Brian McCollum, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and RSMo Sections 50.332 and 70.220, to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Ashland, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City *except* monies due and owing the City that relate to Special Assessments.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections and Distributions Report.

VI

The City shall fix its ad valorem property tax rates, as provided in RSMo Section 67.110, not later than September first for entry in the tax books. If the City should fail to comply with RSMo Section 67.110, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest, and fees. Such collection of taxes, penalties, interest, and fees shall be conducted in accordance with applicable law(s). The City shall provide to the County Clerk and County Collector all City Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such City Ordinances or any new City Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by RSMo Sections 137.720.1 and 137.750, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by RSMo Sections 137.720.3 and 137.750, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under RSMo Section 137.720.3 shall exceed One Hundred Twenty Five Thousand Dollars ($125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by RSMo Sections 137.720 and Section 137.750, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The City further agrees that the penalty authorized by RSMo Section 52.290, as amended, for delinquent taxes shall be retained by the County and distributed as provided in RSMo Section 52.290.

X

The City further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The City further agrees that the County shall be authorized to compromise and abate taxes owed to the City in the same manner as it authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year. The City shall provide beginning and ending address range data for properties located within the City for all boundary changes of the City.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2019, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2019, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

XIV

The City agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

XV

Pursuant to the provisions of RSMo Section 137.073.7, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF ASHLAND

By:_____
Mayor

ATTEST:

_____
City Clerk

COUNTY OF BOONE

_____
Brian C. McCollum, Collector of Revenue

_____
Tom Schauwecker, Assessor

_____
Taylor W. Burks, Clerk

Boone County Commission
By:

_____
Daniel K. Atwill, Presiding Commissioner

ATTEST:

_____
Taylor W. Burks, Clerk of the County Commission

APPROVED AS TO FORM:

_____
Charles J. Dykhouse, County Counselor

371 -2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } ea.
County of Boone

August Session of the July Adjourned Term. 20 09

In the County Commission of said county, on the 13th day of August 20 09

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the tax collection agreement with the City of Ashland. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 13th day of August, 2009.

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

371 - 2009

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of August, 2009, by and between the City of Ashland, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Ashland, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City *except* monies due and owing the City that relate to Special Assessments.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo, not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The City shall provide to the County Clerk and County Collector all City Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such City Ordinances or any new City Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 RSMo shall exceed One Hundred Thousand Dollars ($100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars ($125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The City further agrees that the 7% penalty authorized by state statute for delinquent taxes shall be retained by the County and distributed as provided in Section 52.290, RSMo.

X

The City further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The City further agrees that the County shall be authorized to compromise and abate taxes owed to the City in the same manner as is authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2010, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2010, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

XIV

The City agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

XV

Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF ASHLAND

By:_____
Mayor

ATTEST:

_____
City Clerk

COUNTY OF BOONE

_____
Patricia S. Lensmeyer, Collector of Revenue

_____
Tom Schauwecker, Assessor

_____
Wendy S. Noren, Clerk

Boone County Commission

By:_____
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

_____
Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:

_____
Charles J. Dykhouse, County Counselor

COUNCIL BILL NO. 2018-015 ORDINANCE NO.

AN ORDINANCE APPROVING SOUTHWOODS COMMERCE PARK PLAT 4, A REPLAT OF LOT 7 AND LOT 8 OF SOUTHWOODS COMMERCIAL PARK, PLAT NO. 1

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of Southwoods Commerce Park Plat 4, a replat of Lot 7 and Lot 8 of Southwoods Commercial Park, Plat No. 1; and

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

Section 1. The subdivision record of the Southwoods Commerce Park Plat 4, a replat of Lot 7 and Lot 8 of Southwoods Commercial Park, Plat No. 1, meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and is approved for filing.

Section 2. The legal description of said subdivision is as follows:

A tract of land in the northeast ¼ of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri. Said tract of land being Lot 7 and Lot 8 of Southwoods Commercial Park, Plat No. 1 recorded in Plat Book 37, Page 49 of the Boone County, Missouri records. Said tract of land is that land described in the warranty deed recorded in book 4586, page 123 of the Boone County, Missouri records. The tract of land is 2.767 acres.

Section 3. The City Clerk is hereby instructed to have said plat recorded.

Section 4. This ordinance shall be in full force and effect after its passage and approval.

Dated this _____day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified as to correct form:

_____
Fred Boeckmann, City Attorney

MEMORANDUM

DATE: March 14, 2018

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of the Southwoods Commercial Park Plat 4 Minor Subdivision Re-Plat for Michael McCubbin, Conservation Home Builders. Parcel ID # 24-508-00-16-007.00 01, to the City of Ashland Board of Aldermen.

Megan Young
Administrative Assistant

COUNCIL BILL NO. 2018-016 ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN ACCOUNTS WITHIN THE FISCAL YEAR 2018 BUDGET

WHEREAS, the Board of Aldermen has reviewed the expenditures for the fiscal year budget beginning May 1, 2017; and

WHEREAS, unforeseen circumstances have arisen and the budget estimation for certain accounts is not sufficient.

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

Section 1. The Board of Aldermen hereby authorizes funds to be appropriated as attached and marked as Exhibit "A" hereto and made as if fully set forth herein.

Section 2. The Board further instructs the City Treasurer to make the appropriations as set forth in this ordinance.

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

Dated this _____day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified as to correct form:

_____
Fred Boeckmann, City Attorney

REVENUE

			GENERAL FUND	BUDGET FY 18	AMENDMENT
10	10	4000	PROPERTY TAX REAL & PERSONAL	155,000.00	154,000.00
10	10	4010	1% LOCAL SALES TAX	375,000.00	375,000.00
10	10	4011	FINANCIAL INSTITUTION TAX	500.00	375.00
10	10	4012	SURTAXES	5,000.00	8,000.00
10	10	4020	INTEREST INCOME	13,700.00	17,000.00
10	10	4135	WIRELESS LEASE AGREEMENT	44,300.00	42,000.00
10	10	4140	MISCELLANEOUS INCOME	9,700.00	3,000.00
10	10	4155	3% GROSS RECEIPTS CHARTER COM	14,300.00	12,300.00
10	10	4160	5% GROSS RECEIPTS AMERENMO	174,400.00	195,000.00
10	10	4165	5% GROSS RECEIPTS BOONE ELECTR	21,500.00	22,300.00
10	10	4170	5% GROSS RECEIPTS MOBILE TELE	65,000.00	63,000.00
10	10	4600	LIQUOR & BUSINESS LICENSE	2,500.00	2,400.00
			ADMINISTRATION TOTAL	**880,900.00**	**894,375.00**

EXPENSES

			ADMINISTRATION DEPT	BUDGET FY 18	AMENDMENT
10	10	5000	SALARIES	122,000.00	122,000.00
10	10	5001	SALARIES-OVERTIME	4.58	4.58
10	10	5010	PAYROLL TAXES	10,800.00	10,000.00
10	10	5020	LAGERS	4,300.00	3,600.00
10	10	5030	HEALTH INSURANCE	21,300.00	21,300.00
10	10	5040	WORK COMP INSURANCE	1,457.20	1,457.20
10	10	5060	PRE-PAID LEGAL SERVICES	-	-
10	10	5070	HEALTH/FITNESS	-	-
10	10	5110	UNIFORMS	201.45	201.45
10	10	5115	PROF TRAINING/MILEAGE	5,000.00	4,200.00
10	10	5120	PROF. MEMBERSHIPS	1,000.00	1,585.00
10	10	5121	MMRCOG	1,112.10	1,112.10
10	10	5122	MML	770.70	770.70
10	10	5205	PROPERTY/AUTO INSURANCE	47,265.00	47,270.00
10	10	5210	LEGAL FEES-CITY ATTORNEY	28,000.00	20,000.00
10	10	5211	SPECIAL LEGAL EXPENSES	-	-
10	10	5215	CITY AUDIT	12,400.00	12,400.00

CONTINUED

10	10	5240	MISCELLANEOUS EXPENSE	1,200.00	1,000.00
10	10	5243	LOCAL ORG/EVENT SERVICES	-	-
10	10	5244	CONTINGENCY	2,543.00	2,543.00
10	10	5245	BANK SERVICE CHARGES	-	-
10	10	5300	MAINTENANCE & IMPROVEMENTS	3,000.00	2,100.00
10	10	5303	OPERATION/SUPPLIES	-	-
10	10	5305	UTILITIES	2,200.00	2,800.00
10	10	5306	STREET LIGHTS	67,000.00	67,000.00
10	10	5360	TELEPHONE	2,300.00	2,300.00
10	10	5380	SERVICE AGREEMENTS	11,000.00	10,100.00
10	10	5381	CONTRACTUAL SERVICES	-	-
10	10	5638	ADVERTISING	2,800.00	3,000.00
10	10	5640	DRUG & ALCOHOL TESTING	150.00	-
10	10	5643	ELECTION FEES	15,000.00	15,000.00
10	10	5670	OFFICE & PRINTING SUPPLIES	4,000.00	4,000.00
10	10	5680	POSTAGE	1,500.00	1,000.00
10	10	5790	EMERGENCY PREPAREDNESS	300.00	-
10	10	5815	SMALL EQUIPMENT	1,000.00	100.00
10	10	5816	CAPITAL EXPENDITURE	-	-
10	10	5835	COMPUTER MAINTENANCE	3,000.00	3,500.00
10	10	5840	EVENT LIGHTS	400.00	290.00
10	10	5850	GRANT	-	-
10	10	5955	CITY EVENTS EXPENSE	-	-
			ADMINISTRATION TOTAL	**373,004.03**	**360,634.03**

REVENUE

			COMM DEV/CODE ENFORCEMENT DEPT	BUDGET FY 18	AMENDMENT
10	11	4110	BUILDING PERMITS	56,100.00	56,100.00
10	11	4112	P&Z APPLICATION/SIGN PERMITS	26,300.00	24,500.00
10	11	4113	PROCESSING FEE	3,980.00	4,000.00
10	11	4120	DRIVEWAY APPROACH INSPECTIONS	1,980.00	2,000.00
10	11	4122	INFRASTRUCTURE DEV. INSPECTION	17,700.00	19,500.00
10	11	4124	RECORDING	500.00	500.00
			COMM DEV/CODE ENFORCEMENT TOTAL	**106,560.00**	**106,600.00**

EXPENSES

			COMM DEV/CODE ENFORCEMENT DEPT	BUDGET FY 18	AMENDMENT
10	11	5000	SALARIES	-	-
10	11	5001	SALARIES-OVERTIME	-	-
10	11	5010	PAYROLL TAXES	-	-
10	11	5020	LAGERS	-	-
10	11	5030	HEALTH INSURANCE	-	-
10	11	5040	WORK COMP INSURANCE	-	-
10	11	5130	BUILDING PERMITS	58,000.00	56,500.00
10	11	5135	PLANNING AND ZONING/SITE PERMI	28,900.00	30,000.00
10	11	5380	SERVICE AGREEMENTS	10,000.00	10,000.00
10	11	5676	RECORDING	1,100.00	1,300.00
10	11	5677	MAPPING	-	-
10	11	5678	INFRASTRUCTURE DEV INSPECTION	13,800.00	18,000.00
10	11	5679	RPC TRANSPORTATION PLANNING	-	-
			COMM DEV/CODE ENFORCEMENT TOTAL	**111,800.00**	**115,800.00**

REVENUE

			POLICE DEPT	BUDGET FY 18	AMENDMENT
10	15	4140	MISCELLANEOUS INCOME	260.00	260.00
10	15	4331	P.O.S.T.	500.00	500.00
10	15	4332	BVP GRANT	800.00	800.00
10	15	4411	FINGERPRINTING	50.00	60.00
10	15	4413	RECOUPMENT FEES	100.00	100.00
10	15	4418	REPORTS	250.00	150.00
10	15	4419	OFF DUTY EMPLOYMENT	2,000.00	1,700.00
			POLICE TOTAL	**3,960.00**	**3,570.00**

EXPENSE

			POLICE DEPT	BUDGET FY 18	AMENDMENT
10	15	5000	SALARIES	255,000.00	250,000.00
10	15	5001	SALARIES-OVERTIME	2,500.00	2,500.00
10	15	5005	RESERVE OFFICERS	3,000.00	5,000.00
10	15	5007	OFF DUTY EMPLOYMENT	2,000.00	1,700.00
10	15	5010	PAYROLL TAXES	22,000.00	20,000.00
10	15	5020	LAGERS	10,500.00	10,000.00
10	15	5030	HEALTH INSURANCE	60,000.00	56,000.00
10	15	5040	WORK COMP INSURANCE	17,817.20	17,817.20
10	15	5060	PRE-PAID LEGAL SERVICES	-	-
10	15	5070	HEALTH/FITNESS	-	-
10	15	5105	POLICE HIRING	100.00	-
10	15	5110	UNIFORMS/EQUIPMENT	3,000.00	3,000.00

CONTINUED

10	15	5112	AMMUNITION	2,500.00	2,500.00
10	15	5113	SPECIAL EQUIPMENT	1,500.00	1,500.00
10	15	5115	PROF. TRAINING/MILEAGE	3,000.00	2,000.00
10	15	5120	PROF. MEMBERSHIPS	200.00	245.00
10	15	5125	PERSONAL SAFETY EQUIPMENT	1,000.00	1,300.00
10	15	5240	MISCELLANEOUS EXPENSE	1,000.00	1,000.00
10	15	5300	BUILDING MAINTENANCE & IMPROVE	2,000.00	2,000.00
10	15	5305	UTILITIES	2,200.00	2,500.00
10	15	5360	TELEPHONE	3,500.00	3,500.00
10	15	5380	SERVICE AGREEMENTS	12,000.00	16,000.00
10	15	5420	VEHICLE & EQUIPMENT MAINTENANC	18,000.00	18,000.00
10	15	5425	VEHICLE & EQUIPMENT FUEL	15,000.00	15,000.00
10	15	5638	ADVERTISING	-	-
10	15	5640	DRUG AND ALCOHOL TESTING	250.00	250.00
10	15	5670	OFFICE & PRINTING SUPPLIES	3,000.00	3,000.00
10	15	5680	POSTAGE	500.00	500.00
10	15	5810	CAPITAL EQUIPMENT	1,000.00	1,000.00
10	15	5815	SMALL EQUIPMENT	2,000.00	2,000.00
10	15	5816	CAPITAL EXPENDITURES	-	-
10	15	5835	COMPUTERS MAINTENANCE	3,000.00	3,000.00
10	15	5850	GRANT	-	-
10	15	5851	P.O.S.T.	500.00	500.00
10	15	5852	BVP GRANT	800.00	800.00
10	15	5926	DONATIONS	-	-
10	15	59284	MUNICIPAL BONDS	-	-
			POLICE TOTAL	**448,867.20**	**442,612.20**

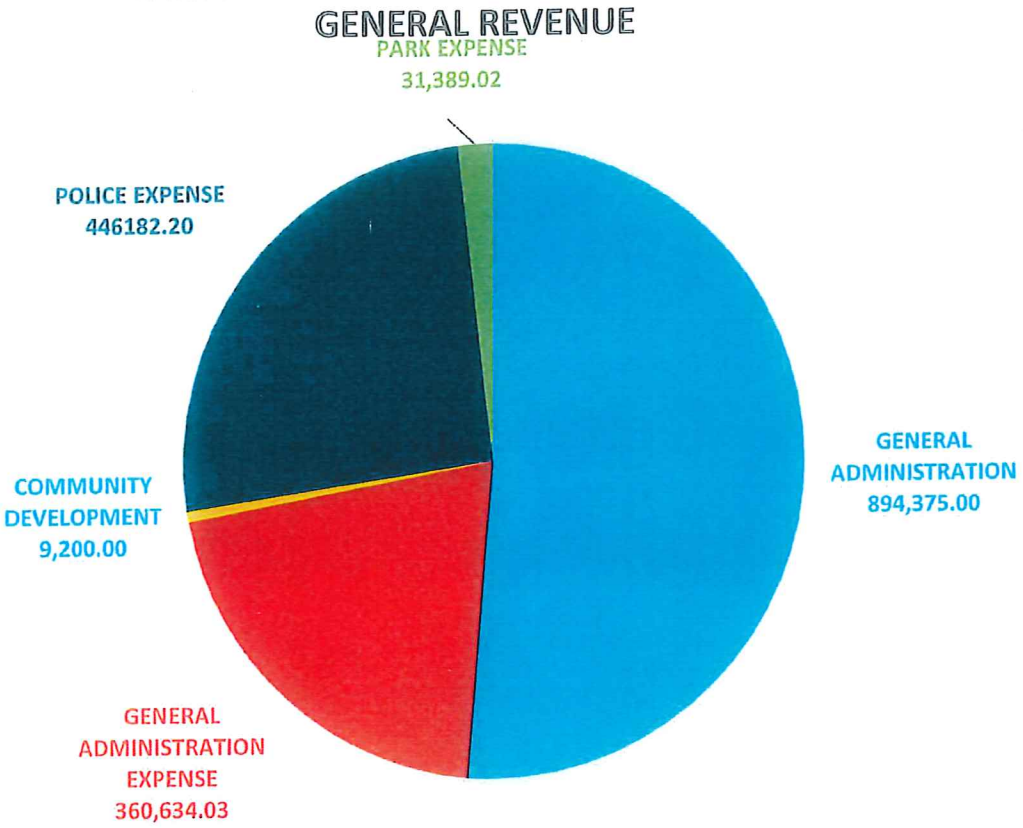
REVENUE

				BUDGET FY 18	AMENDMENT
10	18	4335	**PARK DEPT**		
			PARK DONATIONS	500.00	500.00
			PARK TOTAL	**500.00**	**500.00**

EXPENSE

			PARK DEPARTMENT	BUDGET FY 18	AMENDMENT
10	18	5002	SALARIES - SUMMER	12,000.00	12,000.00
10	18	5010	PAYROLL TAXES	918.02	918.02
10	18	5040	WORK COMP INSURANCE	200.00	200.00
10	18	5240	MISCELLANEOUS EXPENSE	100.00	100.00
10	18	5241	FLAG FUND	900.00	900.00
10	18	5305	UTILITIES	1,600.00	1,600.00
10	18	5380	SERVICE AGREEMENTS	4,000.00	4,000.00
10	18	5420	VEHICLE & EQUIPMENT MAINTENANCE	5,200.00	5,200.00
10	18	5425	VEHICLE & EQUIPMENT FUEL	3,200.00	3,200.00
10	18	5610	MAINTENANCE	2,000.00	2,000.00
10	18	5810	CAPITAL EQUIPMENT	1,300.00	1,300.00
10	18	5815	SMALL EQUIPMENT	-	-
10	18	5816	CAPITAL EXPENDITURE	-	-
10	18	5956	CITY PARK EVENTS	**500.00**	471.00
			PARK TOTAL	**31,918.02**	**31,889.02**

GENERAL ADMINISTRATION REVENUE		894,375.00
GENERAL ADMINISTRATION EXPENSE		(360,634.03)
COMMUNITY DEVELOPMENT		(9,200.00)
POLICE EXPENSE		(446,182.20)
PARK EXPENSE		(31,389.02)
	TOTAL	46,969.75



REVENUE

			COURT	BUDGET FY 18	AMENDMENT
15	16	4450	COURT AUTOMATED FUND	1,200.00	1,200.00
15	16	4452	STATE CLERK'S FEE	1,700.00	1,700.00
15	16	4454	COUNTY CLERK'S FEE	560.00	560.00
15	16	4456	CRIME VICTIM COMPENSATION	1,400.00	1,400.00
15	16	4458	LAW ENFORCEMENT TRAINING LET	3,900.00	3,900.00
15	16	4459	INMATE DETAINEE SECURITY	1,300.00	1,300.00
15	16	4460	MUNICIPAL CT FINES	23,000.00	26,720.00
15	16	4461	MTV COURT FINES	11,600.00	11,600.00
15	16	4462	SHERIFF'S RETIREMENT FUND	500.00	500.00
15	16	4463	INMATE FEE	-	-
15	16	4465	BOND FORFEITURE	2,530.00	2,900.00
			COURT TOTAL	**47,690.00**	**51,780.00**

EXPENSES

			COURT	BUDGET FY 18	AMENDMENT
15	16	5000	SALARIES	9,360.00	9,800.00
15	16	5001	SALARIES-OVERTIME	-	-
15	16	5010	PAYROLL TAXES	750.00	750.00
15	16	5020	LAGERS	420.00	420.00
15	16	5030	HEALTH INSURANCE	3,200.00	3,200.00
15	16	5240	COURT MISCELLANEOUS	4,000.00	4,000.00
15	16	5448	LEGAL FEES-PROSECUTING ATTNY	12,000.00	12,000.00
15	16	5450	COURT AUTOMATED FUND	1,200.00	1,200.00
15	16	5452	STATE CLERK' S FEE EXPENSE	1,700.00	1,700.00
15	16	5454	COUNTY CLERK'S FEE EXPENSE	450.00	450.00
15	16	5456	CRIME VICTIM COMPENSATION FEE	1,100.00	1,100.00
15	16	5458	LAW ENFORCEMENT TRAINING FEE	2,400.00	2,400.00
15	16	5462	SHERIFF'S RETIREMENT FUND	450.00	450.00
			COURT TOTAL	**37,030.00**	**37,470.00**

REVENUE

			STREET	BUDGET FY 18	AMENDMENT
20	20	4020	INTEREST INCOME		
20	20	4140	MISCELLANEOUS INCOME	640.00	1,270.00
20	20	4174	TRANSPORTATION TAX	166,000.00	171,000.00
20	20	4175	MOTOR VEHICLE STATE SALES TAX	39,500.00	39,500.00
20	20	4176	MOTOR FUEL TAX	92,000.00	92,000.00
20	20	4177	MOTOR VEHICLE FEE	16,000.00	16,000.00
20	20	4178	ROAD TAX REPLACEMENT	155,366.83	155,366.83
20	20	4183	ST EXCAVATION PERMIT	20.00	20.00
20	20	4207	COUNTY RESERVE	-	-
20	20	4330	GRANT INCOME	-	-
			STREET TOTAL	**469,526.83**	**475,156.83**
			MAINSTREET SIDEWALK PROJECT		
20	21	4330	GRANT INCOME	23,163.20	23,163.20
			TEAP GRANT PROJECT DEPT		
20	**22**	**4330**	**TEAP GRANT INCOME**	8,000.00	8,000.00

EXPENSES

			STREET	BUDGET FY 18	AMENDMENT
20	20	5000	SALARIES	69,800.00	70,150.00
20	20	5001	SALARIES-OVERTIME	800.00	800.00
20	20	5002	SUMMER SALARIES	-	-
20	20	5010	PAYROLL TAXES	5,900.00	5,800.00
20	20	5020	LAGERS	3,000.00	3,000.00
20	20	5030	HEALTH INSURANCE	16,800.00	15,500.00
20	20	5040	WORK COMP INSURANCE	8,457.20	8,457.20
20	20	5060	PRE-PAID LEGAL SERVICES	-	-
20	20	5070	HEALTH/FITNESS	-	-
20	20	5110	UNIFORMS	562.62	562.62
20	20	5115	PROF TRAINING/MILEAGE	-	-
20	20	5120	PROF MEMBERSHIP	-	-
20	20	5125	PERSONAL SAFETY EQUIPMENT	200.00	-

CONTINUED

20	20	5240	MISCELLANEOUS EXPENSE	1,000.00	895.00
20	20	5300	BUILDING MAINTENANCE & IMPROVE	600.00	450.00
20	20	5305	UTILITIES	1,600.00	1,720.00
20	20	5360	TELEPHONE	800.00	700.00
20	20	5380	SERVICE AGREEMENTS	2,400.00	1,800.00
20	20	5420	VEHICLE & EQUIPMENT MAINTENANCE	5,100.00	6,000.00
20	20	5425	VEHICLE & EQUIPMENT FUEL	4,500.00	5,000.00
20	20	5603	STREET REPAIRS, SUPPLIES, MAINT	325,000.00	320,000.00
20	20	5604	STORMWATER REPAIRS:SUPP/MAINT	52,280.30	52,280.30
20	20	5608	STREET CONTRACT WORK	-	-
20	20	5640	DRUG & ALCOHOL TESTING	50.00	50.00
20	20	5815	SMALL EQUIPMENT	-	-
20	20	5816	CAPITAL EXPENDITURES	-	-
20	20	5817	SIGNS & POSTS	800.00	800.00
20	20	5835	COMPUTER MAINTENANCE	1,050.00	1,050.00
			STREET TOTAL	**500,700.12**	**495,015.12**
			MAINSTREET SIDEWALK PROJ DEPT		
20	21	5630	SIDEWALK PROJ CONSTRUCTION	-	-
20	21	5800	SIDEWALK PROJ ENGINEERING	23,163.20	23163.2
			TEAP GRANT PROJECT		
20	**22**	**5800**	**ENGINEERING**	8,000.00	8,000.00
					475,156.83
					(495,015.12)
					(19,858.29)

REVENUE

			WATER DEPARTMENT	BUDGET FY 18	AMENDMENT
30	30	4020	INTEREST INCOME	24,000.00	27,500.00
30	30	4130	RETURN PAYMENTS	800.00	550.00
30	30	4140	MISCELLANEOUS INCOME	4,000.00	4,154.00
30	30	4240	WATER INCOME COMMERCIAL	79,000.00	80,000.00
30	30	4245	WATER INCOME RESIDENTIAL	394,000.00	404,000.00
30	30	4250	SALES TAX WATER	18,300.00	17,500.00
30	30	4270	WATER NEW SERVICE	44,000.00	40,000.00
30	30	4280	SERVICE CHARGE PENALTY	25,000.00	24,000.00
30	30	4290	RECONNECT FEE	15,000.00	13,000.00
30	30	4295	PRIMACY FEE	5,900.00	5,400.00
30	30	4530	INCOME DEBT SERVICE	130,000.00	130,000.00
			WATER TOTAL	**740,000.00**	**746,104.00**

EXPENSES

			WATER DEPARTMENT	BUDGET FY 18	AMENDMENT
30	30	5000	SALARIES	108,000.00	107,800.00
30	30	5001	SALARIES-OVERTIME	600.00	300.00
30	30	5010	PAYROLL TAXES	10,000.00	9,000.00
30	30	5020	LAGERS	5,300.00	5,000.00
30	30	5030	HEALTH INSURANCE	27,500.00	26,000.00
30	30	5040	WORK COMP INSURANCE	10,457.20	10,457.20
30	30	5110	UNIFORMS	600.00	600.00
30	30	5115	PROF. TRAINING/MILEAGE	500.00	450.00
30	30	5120	PROF. MEMBERSHIP	600.00	600.00
30	30	5125	PERSONAL SAFETY EQUIPMENT	150.00	150.00
30	30	5220	WATER SALES TAX	18,300.00	17,500.00
30	30	5225	PRIMACY FEE	5,303.29	5,400.00

CONTINUED

30	30	5240	MISCELLANEOUS EXPENSE	320.00	50.00
30	30	5245	BANK SERVICE CHARGE	1,500.00	1,400.00
30	30	5300	MAINTENANCE & IMPROVEMENT	600.00	700.00
30	30	5310	BOONE ELECTRIC	10,600.00	10,400.00
30	30	5315	AMERENMO	26,000.00	25,500.00
30	30	5360	TELEPHONE	1,200.00	1,200.00
30	30	5380	SERVICE AGREEMENTS	8,700.00	8,700.00
30	30	5420	VEH & EQUIP MAINTENANCE	5,000.00	4,000.00
30	30	5425	VEH & EQUIP FUEL	7,000.00	6,000.00
30	30	5510	2008A BOND PRINCIPAL	60,000.00	60,000.00
30	30	5511	2002 COMBINED BOND INTERE	129,000.00	129,000.00
30	30	5515	2008A BOND INTEREST	30,000.00	30,000.00
30	30	5516	2002 COMBINED BOND INTERE	3,628.13	3,628.13
30	30	5520	2008A BOND FEES	4,600.00	4,600.00
30	30	5521	2002 COMBINED BOND FEE	1,569.67	1,569.67
30	30	5600	MO. ONE CALL LOCATES	1,800.00	1,600.00
30	30	5608	CONTRACT WORK	1,000.00	500.00
30	30	5615	LAB EXPENSES	300.00	300.00
30	30	5618	CHEMICALS	2,000.00	2,000.00
30	30	5628	MATERIALS	70,000.00	70,000.00
30	30	5638	ADVERTISING	49.06	49.06
30	30	5640	DRUG & ALCOHOL TESTING	150.00	150.00
30	30	5670	OFFICE/PRINTING/POSTAGE SUPPLI	9,000.00	9,000.00
30	30	5800	ENGINEERING	9,000.00	9,000.00
30	30	5810	CAPITAL EQUIPMENT	10,000.00	10,000.00
30	30	5815	SMALL EQUIPMENT	2,000.00	2,000.00
30	30	5816	CAPITAL EXPENDITURES	150,000.00	25,000.00
30	30	5835	COMPUTER MAINTENANCE	3,000.00	3,600.00
			WATER TOTAL	**735,327.35**	**603,204.06**

REVENUE

			TRASH DEPARTMENT	BUDGET FY 18	AMENDMENT
35	35	4275	COLLECTION FEE	44,000.00	42,500.00
35	35	4280	SERVICE CHARGE PENALTY	6,000.00	5,200.00
35	35	4305	SOLID WASTE-TRASH SERVICE	353,000.00	360,500.00
35	35	4306	RECYCLING FEES	19,000.00	18,800.00
35	35	4307	YARD WASTE FEES	25,000.00	27,000.00
			TRASH TOTAL	**447,000.00**	**454,000.00**

EXPENSES

			TRASH DEPARTMENT	BUDGET FY 18	AMENDMENT
35	35	5000	SALARIES	28,100.00	27,800.00
35	35	5001	SALARIES-OVERTIME	100.00	100.00
35	35	5010	PAYROLL TAXES	2,100.00	2,100.00
35	35	5020	LAGERS	1,100.00	1,150.00
35	35	5030	HEALTH INSURANCE	8,600.00	7,500.00
35	35	5040	WORK COMP INSURANCE	700.00	700.00
35	35	5240	MISCELLANEOUS EXPENSE	-	-
35	35	5670	OFFICE & PRINTING SUPPLIE	8,000.00	6,000.00
35	35	5810	CAPITAL EQUIPMENT	5,000.00	3,640.00
35	35	5900	RECYCLING PROGRAM	8,100.00	6,500.00
35	35	5910	YARD WASTE DISPOSAL	22,300.00	22,800.00
35	35	5920	SYSTEM OPERATIONS	353,000.00	360,500.00
			TRASH TOTAL	**437,100.00**	**438,790.00**

REVENUE

			SEWER DEPARTMENT	BUDGET FY 18	AMENDMENT
40	40	4020	INTEREST INCOME	1,200.00	1,200.00
40	40	4140	MISCELLANEOUS INCOME	25,000.00	26,000.00
40	40	4213	PRIVATE FINANCING	-	-
40	40	4246	SEWER BASE FEE NEW BOND	238,000.00	207,000.00
40	40	4247	2014 WW BOND REVENUE	185,200.00	185,200.00
40	40	4275	COLLECTION FEE	2,400.00	3,000.00
40	40	4280	SERVICE CHARGE PENALTY	11,500.00	11,500.00
40	40	4300	SEWER INCOME	445,000.00	483,000.00
40	40	4315	SEWER IMPACT FEE	76,300.00	65,800.00
40	40	4320	SEWER DIST. CONNECT FEE	72,000.00	60,000.00
40	40	4530	INCOME DEBT SERVICE	115,000.00	125,000.00
			SEWER TOTAL	**1,171,600.00**	**1,167,700.00**
			2014 WW TREATMENT PLANT DEPT		
40	41	4248	2014 WW BOND REVENUE 5.6	5,600,000.00	-

EXPENSES

			SEWER DEPARTMENT	BUDGET FY 18	AMENDMENT
40	40	5000	SALARIES	100,000.00	110,500.00
40	40	5001	SALARIES-OVERTIME	500.00	610.00
40	40	5010	PAYROLL TAXES	8,900.00	9,100.00
40	40	5020	LAGERS	3,900.00	4,500.00
40	40	5030	HEALTH INSURANCE	29,000.00	28,900.00
40	40	5040	WORK COMP INSURANCE	3,457.20	3,457.20
40	40	5110	UNIFORMS	238.90	238.90
40	40	5115	PROF. TRAINING/MILEAGE	371.70	371.70
40	40	5120	PROF. MEMBERSHIP	613.07	613.07
40	40	5125	PERSONAL SAFETY EQUIPMENT	50.00	50.00
40	40	5213	PUBLIC FINANCING ENGINEERING	-	-
40	40	5214	INTEREST PRIVATE LOAN	-	-
40	40	5226	SEWER CONNECT FEE	1,800.00	1,800.00
40	40	5245	BANK SERVICE CHARGES	1,400.00	1,370.00
40	40	5300	MAINTENANCE & IMPROVEMENT	500.00	500.00
40	40	5310	BOONE ELECTRIC	5,900.00	6,200.00
40	40	5315	AMERENMO	103,800.00	90,000.00
40	40	5355	LIFT ST. MAINT & IMPROVE	10,500.00	9,000.00
40	40	5357	LAGOON MAINT/IMPROVEMENTS	123,220.23	123,220.23
40	40	5360	TELEPHONE	1,900.00	1,900.00

CONTINUED

40	40	5380	SERVICE AGREEMENTS	9,200.00	9,350.00
40	40	5420	VEH & EQUIP MAINTENANCE	2,900.00	2,600.00
40	40	5425	VEH & EQUIP FUEL	4,600.00	4,600.00
40	40	5513	2013 COMBINED PRINCIPAL	245,000.00	245,000.00
40	40	5530	2007A SEWER BOND PRINCIPAL	585,407.63	585,407.63
40	40	5532	2014 Bond 1.3 mil	150,000.00	150,000.00
40	40	5535	2007A SEWER BOND INTEREST	5,070.26	5,070.26
40	40	5537	2013 COMBINED INTEREST	3,269.17	3,269.17
40	40	5540	2007A SEWER BOND FEES	1,088.68	1,088.68
40	40	5542	2013 COMBINED FEES BOND	1,075.00	1,075.00
40	40	5550	2014 COMBINED BOND INT	60,720.62	60,720.62
40	40	5551	2014 COMBINED BOND PRINC	31,600.00	31,600.00
40	40	5552	2014 COMBINED BOND FEES	300.00	300.00
40	40	5553	2014 COMB BOND INT 5.6	-	-
40	40	5554	2014 COMB BOND PRINC 5.6	-	-
40	40	5555	2014 COMB BOND FEES 5.6	-	-
40	40	5600	MO.ONE CALL LOCATES	300.00	300.00
40	40	5601	COLLECTION REPAIRS	132,000.00	132,000.00
40	40	5605	SUPPLIES	2,500.00	2,000.00
40	40	5608	CONTRACT WORK	1,500.00	1,200.00
40	40	5615	LAB EXPENSES	5,500.00	5,000.00
40	40	5618	CHEMICALS	28,000.00	25,000.00
40	40	5640	HIRING & DRUG TESTING EXP	150.00	150.00
40	40	5670	OFFICE & PRINTING SUPPLIE	7,000.00	4,400.00
40	40	5800	ENGINEERING	140,000.00	170,000.00
40	40	5810	CAPITAL EQUIPMENT	27,380.00	27,380.00
40	40	5813	VEHICLE/EQUIPMENT LEASE	14,052.98	14,052.98
40	40	5815	SMALL EQUIPMENT	-	-
40	40	5835	COMPUTER MAINTENANCE	3,000.00	2,720.00
			SEWER TOTAL	**1,857,665.44**	**1,876,615.44**
			2014 WW TREATMENT PLANT DEPT		
40	41	5533	WW PLANT CONSTRUCTION	5,600,000.00	-
40	41	5534	WW PLANT ENGINEERING	-	-

REVENUE

			CAPITAL DEPARTMENT	BUDGET FY 18	AMENDMENT
50	51	4330	GRANT	-	-
50	51	4390		167,000.00	177,000.00
50	51	9015		-	-
			CAPITAL TOTAL	**167,000.00**	177,000.00

EXPENSES

			CAPITAL DEPARTMENT	BUDGET FY 18	AMENDMENT
50	51	5095	GRANT	-	-
50	51	5880	GENERAL	63,357.46	63357.46
50	51	5880	GENERAL-POLICE	70,959.27	70959.27
50	51	5881	STREETS	30,883.27	30883.27
50	51	5882	WATER	-	-
50	51	5883	SEWER	-	-
50	51	5884	STORMWATER	-	-
50	51	5886	PARKS	-	-
			CAPITAL DEPARTMENT TOTAL	**165,200.00**	**165,200.00**
			MAINSTREET SIDEWALK PROJ DEPT		
50	21	5887	SIDEWALK EXPENSE CITY MATCH	5,800.00	**5,800.00**
			TEAP GRANT PROJECT		
50	**22**	**5888**	**TEAP GRANT MATCH**	2,000.00	2,000.00
					177,000.00
					(165,200.00)
					(5,800.00)
					(2,000.00)
					4,000.00

COUNCIL BILL NO. 2018-009 ORDINANCE NO. 1168

AN ORDINANCE TO AMEND CHAPTER 2 AS IT PERTAINS TO COMPENSATION OF THE MAYOR

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

Section 1. Chapter 2 of the Ashland City Code is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

2.220. Aldermen and Mayor to serve without compensation

.....

2. The Mayor of the City of Ashland, Missouri shall receive a stipend of $400 per month from April 1, ~~2017~~ 2018 until March 31, ~~2018~~ 2019, at which time this subsection shall expire and the Mayor shall no longer be paid the stipend.

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

Dated this _____ day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified as to correct form:

_____
Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2018-010 ORDINANCE NO. 1169

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MCCLANAHAN CONSTRUCTION CO., INC. FOR THE WASTEWATER TREATMENT FACILITY PROJECT

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 contract with McClanahan Construction Co., Inc. for the Wastewater Treatment Facility Project.

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 _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified to correct form:

_____
Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2018-016 ORDINANCE NO. 1171

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN ACCOUNTS WITHIN THE FISCAL YEAR 2018 BUDGET

WHEREAS, the Board of Aldermen has reviewed the expenditures for the fiscal year budget beginning May 1, 2017; and

WHEREAS, unforeseen circumstances have arisen and the budget estimation for certain accounts is not sufficient.

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

Section 1. The Board of Aldermen hereby authorizes funds to be appropriated as attached and marked as Exhibit "A" hereto and made as if fully set forth herein.

Section 2. The Board further instructs the City Treasurer to make the appropriations as set forth in this ordinance.

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

Dated this _____day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified as to correct form:

_____
Fred Boeckmann, City Attorney

RESOLUTION 3-20-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REVISED 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 revised 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 _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

LAWN WASTE DISPOSAL AGREEMENT

This agreement is entered into on this _____ day of _____, 2018, between the City of Ashland, Missouri ("Ashland") and Clean Cut Services, L.L.C. The parties agree as follows:

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. Yard waste will only be accepted from residents of Ashland who are disposing of yard waste from their own residences. An exception is that yard waste from rental residential property in Ashland will be accepted from landlords who operate the property.

Yard waste includes grass clippings, leaves and tree limbs cut to no more than four feet in length. The Disposal Site will 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 will compensate Clean Cut Services, L.L.C. $1,854.00 per month, which shall be due and owing the first day of each month.

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

DURATION OF AGREEMENT: This agreement will be in effect for a period of twelve (12) months beginning on April 1, 2018 and shall be renewable by agreement of both parties. This agreement may be terminated by either party upon sixty (60) days written notice. If Clean Cut Services, L.L.C. is unable to perform the duties required in this agreement as a result of loss of license, or for any other reason, the agreement shall become terminable at will by Ashland. Compensation and rental property yard waste acceptance provisions may be reviewed every twelve (12) months.

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

SEVERABILITY; GOVERNING LAW: If any clause or provision of this agreement is adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision, which shall remain in full force and effect. The agreement shall be governed by the laws of the State of Missouri. The courts of the State of Missouri will have jurisdiction over any dispute which arises under this agreement and both parties will submit and consent to such courts' exercise of jurisdiction. In any successful action by Ashland to enforce this agreement, Ashland will 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 agreement shall not be construed as having been drafted by either party.

AMENDMENTS: this agreement supersedes all prior contracts and understandings between Clean Cut Services, L.L.C. and Ashland and may not be modified by any oral promise or statement.

DAMAGES: If Clean Cut Services, L.L.C., through its intentional, willful or wanton act causes damage to Ashland property, or private property for which Ashland is found to be liable, Ashland will have the right to seek compensation and indemnification from Clean Cut Services, L.L.C.

WAIVER OF BREACH: The failure of either party to require the performance by the other party of any of the provisions of this agreement shall in no way affect the respective rights of either party to enforce such provisions. The waiver by either party of any breach of any provision of this agreement shall not be construed as a waiver of any succeeding breach or as a modification of the provision breached.

INSURANCE AND INDEMNIFICATION: Clean Cut Services, L.L.C. will maintain insurance of its premises and upon the operations contemplated under this agreement in amounts not less than $500,000.00 per individual and $1,000,000.00 per occurrence and will 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 in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

CITY OF ASHLAND, MISSOURI

By: _____ Date: _____
Gene Rhorer, Mayor

Attest: _____
Darla Sapp, City Clerk

CLEAN CUT SERVICES, L.L.C.

By: _____ Date: _____
Richard Jones, Owner

RESOLUTION 3-20-2018

A RESOLUTION AMENDING UTILITY ADJUSTMENTS IN THE UTILITY PROCEDURES MANUAL IN ACCORDANCE WITH CHAPTER 14, SEWER, WATER AND SOLID WASTE

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

Article 1. The staff has reviewed the utility adjustment policy and recommends that the Board of Aldermen amend the Utility Procedures Manual by removing the policy on Leak Adjustments and Swimming Pool Adjustment.

Article 2. The Board of Aldermen hereby amends the Utility Procedures Manual by removing the Leak Adjustments and Swimming Pool Adjustment from the policy.

Passed this _____day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

RESOLUTION 3-20-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH JEFFREY KAYS FOR CITY ATTORNEY FOR LEGAL SERVICES

Whereas, the Board of Aldermen has reviewed the contract for legal services and furthermore wishes to enter into a contract with Jeffrey Kays; 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 Jeffrey Kays for the legal services as set out in the contract and marked as Exhibit "A".

Passed and adopted this _____day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

CONTRACT WITH JEFFREY R. KAYS, CITY ATTORNEY FOR CITY OF ASHLAND

THIS CONTRACT is entered into this _____ day of _____, 2018 by and between the CITY OF ASHLAND, State of Missouri (hereinafter referred to as "City"), and JEFFREY R. KAYS, an 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, JEFFREY R. KAYS 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 JEFFREY R. KAYS is effective _____ and shall expire on _____ 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 JEFFREY R. KAYS 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 JEFFREY R. KAYS 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 JEFFREY R. KAYS by and to the CITY OF ASHLAND. It is further understood that JEFFREY R. KAYS, 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 JEFFREY R. KAYS holds the position of City Attorney.

Section 2. Duties and Compensation

A. CITY agrees to obtain JEFFREY R. KAYS 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 agree to pay JEFFREY R. KAYS for his services rendered pursuant hereto One Hundred Fifty ($150.00) 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 JEFFREY R. KAYS against any claims, demands, cause of actions, losses, damages, expenses (including but not limited to attorney fees as may be authorized again 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 JEFFREY R. KAYS' 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 JEFFREY R. KAYS shall not extend to any intentional torts or criminal acts which may be performed by or alleged of JEFFREY R. KAYS 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 JEFFREY R. KAYS, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of JEFFREY R. KAYS, 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 JEFFREY R. KAYS 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 JEFFREY R. KAYS have executed this CONTRACT on the day and year set forth above.

_____	_____
Jeffrey R. Kays	Date
_____	_____
Gene Rhorer, Mayor	Date

ATTEST:

_____	_____
Darla Sapp, City Clerk	Date

RESOLUTION 3-20-2018

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO THE EMPLOYMENT AGREEMENT FOR CITY ADMINISTRATOR FOR THE CITY OF ASHLAND, MISSOURI

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

The Board of Aldermen hereby authorizes the Mayor, on behalf of the City, to enter into the Employment Agreement for City Administrator for the City of Ashland, Missouri. The form and content of the amendment shall be substantially as set forth in Exhibit "A", which is attached to and made a part of this Resolution.

Passed and adopted this _____ day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

EMPLOYMENT CONTRACT

This Employment Contract is effective as of May 1, 2018, by and between the City of Ashland, Missouri, Francis Lyn Woolford ("Lyn Woolford"), of 2566 East Griffin Dr, Ashland, Missouri, 65010.

A. The City of Ashland is engaged in the business of Municipal Government. Lyn Woolford will primarily perform the job duties at the following location: 107-9 East Broadway, Ashland, Missouri.

B. City of Ashland desires to have the services of Lyn Woolford.

C. Either party is able to modify the employment agreement with 60 days prior notice.

Therefore, the parties agree as follows:

1. **EMPLOYMENT.** The City of Ashland shall employ Lyn Woolford as the City Administrator and Police Chief. Lyn Woolford shall provide to City of Ashland the following services:
   - **A.** The City Administrator shall be the Chief Administrative Assistant to the Mayor, and as such, shall be the administrative officer of the City Government; except as otherwise specified by ordinance, or by the Law of the State of Missouri. The City Administrator shall coordinate and generally supervise the operation of all departments of the City of Ashland.
   - **B.** As the Chief of Police, Lyn Woolford shall perform all lawful duties currently required by City Ordinance. He will comply with the Missouri Police Officer Standards for training (P.O.S.T.) requirements and perform such additional duties as the Mayor or Board of Aldermen may legally prescribe.
   - **C.** Should the Mayor/Board of Aldermen decide to end the dual role of City Administrator/Police Chief, Lyn Woolford shall receive 60 days prior notice. On the 61st day following the notice to separate the CityAdministrator/Police Chief Position, Lyn Woolford shall retain the position of either City Administrator, at an annual salary of $68,000.00 **<u>or</u>** the position of Police Chief, at an annual salary of $58,000.00.
   - **D.** Lyn Woolford accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of the Mayor. Lyn Woolford shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other services and duties as may be legally assigned to Lyn Woolford from time to time by the City of Ashland governing body.

2. BEST EFFORTS OF EMPLOYEE. Lyn Woolford agrees to perform faithfully, industriously, and to the best of his ability, experience, and talents, all of the duties that may be required by the terms of this Contract, to the reasonable satisfaction of the City of Ashland. Such duties shall be provided at such place(s) as the needs, business, or opportunities of the City of Ashland may require from time to time.

3. COMPENSATION OF EMPLOYEE. As compensation for the dual role services provided by Lyn Woolford under this Contract, the City of Ashland will pay Lyn Woolford an annual salary of $80,000.00; payable on Friday of every other week and subject to applicable federal, state, and local withholding. Upon modification of this Contract, payments under this paragraph shall cease; provided, however, that Lyn Woolford shall be entitled to payments for periods or partial periods that occurred prior to the date of change and for which Lyn Woolford has not yet been paid. This section of the Contract is included only for accounting and payroll purposes.

4. EXPENSE REIMBURSEMENT. The City of Ashland will reimburse Lyn Woolford for "out-of-pocket" expenses incurred by Lyn Woolford in accordance with City of Ashland's policies in effect from time to time.

5. RECOMMENDATIONS FOR IMPROVING OPERATIONS. Lyn Woolford shall provide the City of Ashland with all information, suggestions, and recommendations regarding the City of Ashland's business, of which Lyn Woolford has knowledge, of benefit to City of Ashland.

6. TERM/TERMINATION. Lyn Woolford's employment under this Contract shall be as stated in Chapter 2.103 of the Ashland Missouri City Code, "The City Administrator shall serve for a period of two years."

7. COMPLIANCE WITH EMPLOYER'S RULES. Lyn Woolford agrees to comply with all of the rules and regulations of the City of Ashland.

8. RETURN OF PROPERTY. Upon termination of this Contract, Lyn Woolford shall deliver to City of Ashland all property, which is City of Ashland's property or related to City of Ashland's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Lyn Woolford's possession or under Lyn Woolford's control.

9. NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer: City of Ashland, Missouri
C/O Mayor
109 E Broadway
Ashland, Missouri 65010

Employee:

Francis Lyn Woolford
2566 E Griffin Dr
Ashland, Missouri 65010

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

12. SEVERABILITY. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Missouri.

15. SIGNATORIES. This Contract shall be signed by the Mayor on behalf of the City of Ashland, Missouri and by Francis Lyn Woolford in an individual capacity. This Contract is effective as of the date first above written.

_____ Date: _____
Gene Rhorer, Mayor

_____ Date: _____
Francis Lyn Woolford

3-20-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TOWERPOINT CAPITAL, LLC.

WHEREAS, TowerPoint Capital, LLC. is seeking to negotiate an agreement with the City for the purpose of the cities interest in the cellular leases on the Red Tail water tower.

THEREFORE, be it resolved by the Board of Aldermen of the City of Ashland as follows:

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into an agreement with TowerPoint Capital, LLC. as set out in the attached agreement.

Section 2. Adopted this _____day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

AGREEMENT

This agreement is entered into on this _____ day of March, 2018, between the City of Ashland, Missouri ("City") and TowerPoint Capital, LLC, a Delaware limited liability company ("TowerPoint"). The parties agree as follows:

1. In consideration of the sum of $100.00, the receipt and sufficiency of which is hereby acknowledged, the City grants TowerPoint and its successors and assigns, including its asset holding company TowerPoint Acquisitions, LLC, an exclusive negotiating period for the purchase of the City's interest in the leases described in Exhibit A. The purchase would be accomplished by the execution of an Easement Agreement and a Site Management Agreement that include the basic terms described in paragraph 2 of this agreement.

2. The basic terms of the transaction include:

(a) Purchase Price: $243,340.00 paid in 11 installment payments with TowerPoint paying $140,000.00 of the Purchase Price at closing and 10 additional installments of $10,334.00 annually thereafter.

(b) 99 year term of easement and lease assignment agreement.

(c) Revenue sharing provisions: Under the Site Management Agreement, TowerPoint will pay City 50% of all rent it collects from telecommunication tenants locating equipment on the property outside the existing lease premises as described under each lease in Exhibit A.

(d) All TowerPoint rights under the transaction shall be subordinate and subject to the City's use of the property for a water tower in the same manner as described in each of the leases in Exhibit A.

3. The exclusive negotiating period is the 90 calendar days immediately following execution of this agreement. This period will be extended by the length of any delay in delivering the due diligence items listed in Exhibit B.

4. The parties will negotiate in good faith to reach an agreement on all terms of the documents necessary to close the transaction.

5. During the exclusive negotiating period, City agrees not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with any person, company or group (other than TowerPoint) concerning purchase of the City's interest in the leases described in Exhibit A.

6. Closing the transaction contemplated by this Agreement is contingent on the simultaneous closing of the transaction contemplated by that certain agreement between the City and TowerPoint related to property located at Hwy 63 and Y, Ashland, MO 65010.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF ASHLAND, MISSOURI

By: _____
Gene Rhorer,
Mayor

Attest: _____
Darla Sapp, City Clerk

TOWERPOINT CAPITAL, LLC

By: _____
Jesse M. Wellner,
Chief Executive Officer

Exhibit A

Site Location and Lease Terms

Site Location: 0 Red Tail Dr. W, Ashland, MO 65010

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or $)	Escalation Frequency	Date of Next Escalation
AMT/V	$1,322.50	Monthly	15%	Term	October 1, 2021

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

EXHIBIT B

Due Diligence Items to be provided by City

1. Copies of executed leases described in Exhibit A including all amendments to these leases and copies of any lease commencement letters, notices, or other correspondence regarding these leases.

2. Proof of rent payments under the leases (minimum of 3 months received in the last 6 months); e.g.: copy of rent checks/stubs or direct deposit statements.

City agrees to provide the items listed above to TowerPoint within 10 days of execution of the agreement. City states that there is no mortgage (or deed of trust or similar instrument) on the property.

CITY OF ASHLAND, MISSOURI

_____

Gene Rhorer, Mayor

3-20-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TOWERPOINT CAPITAL, LLC.

WHEREAS, TowerPoint Capital, LLC. is seeking to negotiate an agreement with the City for the purpose of the cities interest in the cellular leases on the North Henry Clay Blvd. water tower.

THEREFORE, be it resolved by the Board of Aldermen of the City of Ashland as follows:

Section 1. The Mayor, on behalf of the City of Ashland is hereby authorized to enter into an agreement with TowerPoint Capital, LLC. as set out in the attached agreement.

Section 2. Adopted this _____day of _____, 2018.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

AGREEMENT

This agreement is entered into on this _____ day of March, 2018, between the City of Ashland, Missouri ("City") and TowerPoint Capital, LLC, a Delaware limited liability company ("TowerPoint"). The parties agree as follows:

1. In consideration of the sum of $100.00, the receipt and sufficiency of which is hereby acknowledged, the City grants TowerPoint and its successors and assigns, including its asset holding company TowerPoint Acquisitions, LLC, an exclusive negotiating period for the purchase of the City's interest in the leases described in Exhibit A. The purchase would be accomplished by the execution of an Easement Agreement and a Site Management Agreement that include the basic terms described in paragraph 2 of this agreement.

2. The basic terms of the transaction include:

(a) Purchase Price: $459,686.50 paid in 11 installment payments with TowerPoint paying $285,000.00 of the Purchase Price at closing and 10 additional installments of $17,468.65 annually thereafter.

(b) 99 year term of easement and lease assignment agreement.

(c) Revenue sharing provisions: Under the Site Management Agreement and the Easement Agreement, TowerPoint will pay City 50% of all rent it collects from telecommunication tenants locating equipment on the property outside the existing lease premises as described under each lease in Exhibit A.

(d) All TowerPoint rights under the transaction shall be subordinate and subject to the City's use of the property for a water tower in the same manner as described in each of the leases in Exhibit A.

3. The exclusive negotiating period is the 90 calendar days immediately following execution of this agreement. This period will be extended by the length of any delay in delivering the due diligence items listed in Exhibit B.

4. The parties will negotiate in good faith to reach an agreement on all terms of the documents necessary to close the transaction.

5. During the exclusive negotiating period, City agrees not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with any person, company or group (other than TowerPoint) concerning purchase of the City's interest in the leases described in Exhibit A.

6. Closing the transaction contemplated by this Agreement is contingent on the simultaneous closing of the transaction contemplated by that certain agreement between the City and TowerPoint related to property located at 0 Red Tail Dr. W, Ashland, MO 65010.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF ASHLAND, MISSOURI

By: _____
Gene Rhorer,
Mayor

Attest:_____
Darla Sapp, City Clerk

TOWERPOINT CAPITAL, LLC

By: _____
Jesse M. Wellner,
Chief Executive Officer

Exhibit A

Site Location and Lease Terms

Site Location: Hwy 63 and Y, Ashland, MO 65010

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or $)	Escalation Frequency	Date of Next Escalation
AT&T	$1,435.32	Monthly	3%	Annual	June 1, 2018
Sprint	$11,905.00	Annually	3%	Annual	October 1, 2018

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

EXHIBIT B

Due Diligence Items to be provided by City

1. Copies of executed leases described in Exhibit A including all amendments to these leases and copies of any lease commencement letters, notices, or other correspondence regarding these leases.

2. Proof of rent payments under the leases (minimum of 3 months received in the last 6 months); e.g.: copy of rent checks/stubs or direct deposit statements.

City agrees to provide the items listed above to TowerPoint within 10 days of execution of the agreement. City states that there is no mortgage (or deed of trust or similar instrument) on the property.

CITY OF ASHLAND, MISSOURI

_____

Gene Rhorer, Mayor

THE CITY OF ASHLAND, MISSOURI

March 20, 2018 City Administrator Report

1. Account Line adjustment in Water
    a. Money moved from bond payment line
    b. Money moved to "cash"

2. Underground Utilities
    a. Estimate from Ameren to bury downtown utilities
    b. More than 1 million plus all customers would pay for new connections

3. Sales Tax Report

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

Boone Hospital Center BJC HealthCare

Boone Medical Group
BJC HealthCare

February 7, 2018

Dear Business or Community Leader,

Boone Medical Group – Ashland and Boone Hospital Center are currently planning our annual **Ashland Kids on Track** program.

Kids on Track is a 26.2 mile intermittent marathon, completed over the summer by kids 12 years and younger. Our program begins in May with a kick-off event and concludes in August with a Finale event to celebrate the participant's success with their family. The program offers a fun, rewarding experience for the entire family and motivates kids to stay physically active.

We would like to ask for your support by donating to the Kids on Track program. Your donation is tax deductible and shows your support in keeping kids active.

We have **4 Levels of Sponsorships** to make it easy for all of our participating sponsors. ***Incentives for each sponsorship level are listed on the second page.***

Please make checks payable to the Boone Hospital Foundation and mail to:

Boone Hospital Center
Attn: Erin Wegner
1600 East Broadway, Box 57
Columbia, MO 65201

We hope that we can count on you to help support this community event. Please let me know if you have any questions or need additional information.

Thank you for supporting Kids on Track and for sharing our enthusiasm in keeping kids active!

Erin Wegner
Kids on Track Coordinator
Boone Hospital Center
erin.wegner@bjc.org
(573) 815-3217

Boone Hospital Foundation is a 501(c)(3) non-profit entity, tax ID #03-0477306. Your sponsorship/participation is tax deductible, in whole or in part, to the extent allowable by law. Please consult your tax advisor for details.

Boone Hospital Center BJC HealthCare

Boone Medical Group
BJC HealthCare

Ashland Kids on Track Sponsorship Opportunities:

Platinum Sponsor - $300

- Name on advertisement flyer
- Business website link posted on our Kids on Track webpage
- Mention in Social Media
- Table at Finale Event – Saturday, August 18 in Columbia
- Company logo on Finale T-Shirt kids receive in August
- Yard sign at Finale Event with company logo

Gold Sponsor - $200

- Name on advertisement flyer
- Business website link posted on our Kids on Track webpage
- Mention in Social Media
- Yard sign at Finale Event with company logo

Silver Sponsor - $100

- Business website link posted on our Kids on Track webpage
- Mention in Social Media
- Yard sign at Finale Event with company logo

Bronze Sponsor - $50

- Yard sign at Finale Event with company logo

Boone Hospital Foundation is a 501(c)(3) non-profit entity, tax ID #03-0477306. Your sponsorship/participation is tax deductible, in whole or in part, to the extent as allowable by law. Please consult your tax advisor for details.

Missouri Municipal League

T16 P1 ********AUTO**ALL FOR AADC 650
LYN WOOLFORD
CITY ADMINISTRATOR
CITY OF ASHLAND
PO BOX 135
109 E BROADWAY
ASHLAND, MO 65010-0135

January 31, 2018

Dear Lyn Woolford:

The Missouri Municipal League (MML) is pleased to endorse the National League of Cities (NLC) Service Line Warranty Program, administered by Utility Service Partners (USP). Offered at no cost to MML members, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to $8,500 per occurrence.

Benefits to residents and municipalities include:

- Educates homeowners and reduces local officials' frustration;
- No cost for Missouri cities and towns to participate;
- Affordable rates for residents;
- Increases citizen satisfaction.

Important features of the program:

1. USP pays for the repairs, not your residents;
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents;
3. All repairs performed to local code by rigorously vetted, licensed and insured local contractors;
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs.

The League has chosen to endorse USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating exceeding 98%. This is the only protection program endorsed by the National League of Cities and multiple state municipal leagues.

The MML is here to assure the program works for Missouri cities and towns who participate. We encourage you to consider joining over 400 U.S. cities in adopting the NLC Service Line Warranty Program for your municipality.

For more information, please contact Lee Zell of USP, the program administrator. He can be reached at 770-331-3268 or LZell@UtilitySP.net. Their website is www.utilitysp.net.

Sincerely,

Dan Ross

Dan Ross
Executive Director
Missouri Municipal League

Monthly Tax Receipts for Current and Prior Years

SALES	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	total
FY 2019													
FY 2018	$ 20,117.54	$34,760.98	$45,056.94	$ 15,724.36	$ 42,665.59	$ 36,538.64	$ 21,846.62	$ 49,886.81	$ 28,711.23	$ 27,000.20	$ 29,981.42		$ 352,290.33
FY 2017	$ 30,672.89	$39,300.40	$28,955.58	$ 24,767.14	$ 45,623.40	$ 27,846.72	$ 21,867.93	$ 43,522.40	$ 33,164.72	$ 14,824.27	$ 40,621.73	$ 29,486.22	$ 380,653.40
FY 2016	$ 15,950.83	$35,011.11	$35,362.42	$ 16,281.95	$ 41,929.77	$ 29,533.69	$ 11,613.02	$ 48,888.76	$ 26,806.16	$ 19,379.02	$ 37,827.36	$ 29,881.67	$ 348,465.76
FY 2015	$ 24,357.26	$34,501.01	$44,292.28	$ 22,490.17	$ 35,989.17	$ 29,222.85	$ 21,187.71	$ 36,363.78	$ 27,023.00	$ 20,326.92	$ 37,733.55	$ 29,462.98	$ 362,950.68
FR 2014	$ 19,885.93	$36,083.88	$38,422.30	$ 15,324.69	$ 41,000.32	$ 30,326.53	$ 23,043.44	$ 40,354.69	$ 17,905.20	$ 22,144.66	$ 35,128.76	$ 27,346.77	$ 346,967.17
FY 2013	$ 18,299.34	$28,499.62	$30,920.91	$ 13,209.73	$ 42,748.62	$ 26,763.73	$ 13,143.42	$ 33,410.97	$ 26,884.03	$ 21,658.59	$ 33,232.77	$ 30,151.92	$ 318,923.65

CAPITAL	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	total
FY 2019													
FY 2018	$ 9,026.83	$16,450.63	$20,848.33	$ 7,088.10	$ 18,758.22	$ 18,060.19	$ 6,865.48	$ 23,684.03	$ 14,668.89	$ 11,756.55	$ 14,856.98		$ 162,064.23
FY 2017	$ 14,771.71	$17,914.59	$13,673.33	$ 11,614.06	$ 20,343.72	$ 12,478.27	$ 10,099.83	$ 20,489.08	$ 15,185.10	$ 6,792.79	$ 17,776.89	$ 13,548.84	$ 174,688.21
FY 2016	$ 7,289.27	$15,416.65	$16,947.16	$ 7,479.23	$ 18,667.07	$ 13,344.32	$ 5,070.71	$ 22,570.47	$ 12,581.25	$ 8,995.42	$ 16,385.98	$ 13,618.19	$ 158,365.72
FY 2015	$ 11,505.16	$15,949.03	$20,481.29	$ 10,559.08	$ 16,933.17	$ 12,327.56	$ 9,820.27	$ 16,322.57	$ 12,522.79	$ 9,496.30	$ 16,006.81	$ 13,327.04	$ 165,251.07
FY2014	$ 9,299.07	$15,736.69	$18,378.40	$ 7,002.09	$ 18,403.76	$ 15,007.04	$ 9,748.92	$ 18,324.45	$ 8,034.17	$ 10,457.88	$ 14,520.55	$ 11,989.24	$ 156,902.26
FY2013	$ 8,514.50	$12,770.76	$14,803.74	$ 5,915.73	$ 19,095.47	$ 12,079.76	$ 5,787.22	$ 15,100.76	$ 12,625.70	$ 10,172.29	$ 14,230.89	$ 13,737.80	$ 144,834.62

TRANSP	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	total
FY 2019													
FY 2018	$ 8,955.98	$16,381.01	$20,742.91	$ 7,069.45	$ 18,758.23	$ 18,060.19	$ 6,865.40	$ 23,474.29	$ 14,392.82	$ 11,616.46	$ 14,856.59		$ 161,173.33
FY 2017	$ 14,606.49	$17,787.45	$13,492.15	$ 11,541.85	$ 20,189.38	$ 12,394.46	$ 10,003.36	$ 20,349.83	$ 15,112.94	$ 6,666.77	$ 17,776.84	$ 13,397.00	$ 173,318.52
FY 2016	$ 7,289.17	$15,359.12	$16,947.16	$ 7,347.39	$ 18,643.76	$ 13,339.93	$ 5,030.92	$ 22,398.86	$ 11,091.95	$ 8,916.37	$ 16,254.31	$ 13,355.01	$ 155,973.95
FY 2015	$ 11,439.90	$15,596.50	$20,457.09	$ 9,643.40	$ 17,711.66	$ 12,325.02	$ 9,058.42	$ 16,310.43	$ 12,495.39	$ 9,457.54	$ 15,979.94	$ 13,277.71	$ 163,753.00
FY2014										$ 1,306.33	$ 6,586.51	$ 11,644.40	$ 19,537.24

AMOUNTS BUDGETED	FISCAL YEAR 2018	FISCAL YEAR 2017	FISCAL YEAR 2016	FISCAL YEAR 2015	FISCAL YEAR 2014	FISCAL YEAR 2013
SALES (10-10-4010)	$ 375,000.00	$ 374,000.00	$ 350,000.00	$ 360,000.00	$ 300,000.00	$ 270,000.00
CAPITAL 50-51-4390)	$ 167,000.00	$ 175,000.00	$ 155,000.00	$ 165,000.00	$ 140,000.00	$ 122,135.84
TRANS (20-20-4174)	$ 166,000.00	$ 174,800.00	$ 155,000.00	$ 165,000.00	$ 30,000.00	
AMOUNTS RECEIVED	**FISCAL YEAR 2018**	**FISCAL YEAR 2017**	**FISCAL YEAR 2016**	**FISCAL YEAR 2015**	**FISCAL YEAR 2014**	**FISCAL YEAR 2013**
SALES		$ 380,653.40	$ 348,465.76	$ 362,950.68	$ 346,967.17	$ 318,923.65
CAPITAL		$ 174,688.21	$ 158,365.72	$ 165,251.07	$ 156,902.26	$ 144,834.62

Monthly Tax Receipts for Current and Prior Years

TRANSPORTATION		$ 173,318.52	$ 155,973.95	$ 163,753.00	$ 19,537.24

PROPERTY	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	total
FY 2019													
FY 2018	$ 901.08	$ 504.55	$ 688.72	$ 427.37	$ 395.84	$ 186.94	$ 248.28	$ 21,908.33	$ 90,974.11	$ 35,307.35	$ 1,430.78		$ 152,973.35
FY 2017	$ 977.63	$ 677.40	$ 348.47	$ 383.94	$ 459.44	$ 242.45	$ 317.82	$ 15,712.78	$ 88,192.56	$ 35,977.03	$ 1,572.44	$ 1,253.21	$ 146,115.17
FY 2016	$ 644.70	$ 1,180.58	$ 744.20	$ 3,236.00	$ 280.17	$ 332.44	$ 224.27	$ 11,828.69	$ 85,605.26	$ 33,969.85	$ 2,112.74	$ 3,405.88	$ 143,564.78
FY 2015	$ 825.28	$ 417.04	$ 316.90	$ 566.47	$ 887.76	$ 273.91	$ 278.19	$ 12,501.10	$ 88,186.23	$ 26,886.98	$ 1,843.51	$ 966.49	$ 133,949.86
FY2014													