



**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, JUNE 19, 2018
7:00 P.M.**

Call regular meeting to order

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 6-19-2018 agenda: **Action:** _____
2. Consideration of the 6-05-2018 minutes: **Action:** _____

APPEARANCES

3. Anyone wishing to appear before the Board

APPOINTMENTS

4. None

COUNCIL BILLS

5. Council Bill No. 2018-027, an ordinance authorizing the Mayor to enter into an animal control enforcement cooperative agreement. First reading by title only. **Action:** _____
6. Council Bill No. 2018-028, an ordinance allotting a fifty/fifty split of the stormwater control and local parks tax revenue. First reading by title only. **Action:** _____
7. Council Bill No. 2018-029, an ordinance to change the zoning of a parcel of land from (L-I) Light Industrial to (G-C) General Commercial for Bauer Homes, Inc. First reading by title only. **Action:** _____
8. Council Bill No. 2018-030, an ordinance approving the final major plat for Liberty Landing 5, 6 & 7 First reading by title only. **Action:** _____
9. Council Bill No. 2018-031, an ordinance approving the final plat for East Ashland Plaza for C-S Properties-Columbia, LLC. First reading by title only. **Action:** _____

10. Council Bill No. 2018-032, an ordinance to amend Chapter 11; Subdivision Regulations.
First reading by title only. **Action:**_____

ORDINANCES

11. Ordinance No. 1184, an ordinance to amend a policy on police details.
Action:_____
12. Ordinance No 1185, an ordinance authorizing the Mayor to enter into an animal control enforcement cooperative agreement. **Action:**_____
13. Ordinance No. 1186, an ordinance allotting a fifty/fifty split of the storm water control and local parks tax revenue. **Action:**_____
14. Ordinance No. 1187, an ordinance to change the zoning of a parcel of land from (L-I) Light Industrial to (G-C) General Commercial for Bauer Homes, Inc. **Action:**_____
15. Ordinance No. 1188, an ordinance approving the final major plat for Liberty Landing 5, 6 & 7 **Action:**_____
16. Ordinance No. 1189, an ordinance approving the final plat for East Ashland Plaza for C-S Properties-Columbia, LLC. **Action:**_____
17. Ordinance No. 1190, an ordinance to amend Chapter 11; Subdivision Regulations.
Action:_____

RESOLUTIONS

18. A resolution authorizing the purchase of a patrol vehicle for the police department.
Action:_____
19. A resolution authorizing the Mayor to enter into an agreement for professional engineering services for general on call engineering services with McClure Engineering Co.
Action:_____
20. A resolution authorizing the Mayor to enter into an agreement for professional engineering services for general on call engineering services with Engineering Surveys and Services, LLC. **Action:**_____
21. A resolution authorizing the Mayor to enter into an agreement with Capital Paving Company for the 2018 City Streets Project; Providing for compliance with the prevailing wage law and state-mandated construction safety training. **Action:**_____

22. A resolution accepting the bid for material and labor to construct a post frame building for the water department & authorizing the Mayor to enter into a contract with Bilt-Rite Buildings. **Action:** _____
23. A resolution accepting the bid for the H.V.A.C. for the water department & authorizing the Mayor to enter into a contract with Phil Bentlage Heating and Air Conditioning, LLC. **Action:** _____
24. A resolution accepting the bid for the grading and concrete work for the water department & authorizing the Mayor to enter into a contract with Bauer Homes, Inc. **Action:** _____
25. A resolution accepting the bid for the material, labor to install electrical work for the water department & authorizing the Mayor to enter into a contract with Meyer Electric Co., Inc. **Action:** _____
26. A resolution to authorize the City Administrator to pursue participation in MoDot's 50/50 cost share program for the improvements to the Broadway & Henry Clay Blvd. intersection. **Action:** _____

OTHER

27. Request for firework permit for Bluegrass Terrace
28. Request for firework permit for Ashland Villa

DISCUSSION

29. None

REPORTS

30. Mayor's Report
31. City Administrator's Report/Police Chief
32. City Attorney's Report
33. Board of Aldermen's Report
34. Vote to adjourn the meeting

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

Posted: 6-15-2018@ 11:40 am
DS

City Hall and website: www.ashlandmo.us

TUESDAY, JUNE 05, 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 June 05, 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, Richard Sullivan-here
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief/City Administrator, Shelley Martin, Deputy City Clerk/Treasurer, Jeffrey Kays, City Attorney and Coby Morris, Public Works Supervisor.

Mayor Rhorer presented the agenda of June 05, 2018 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of May 15, 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 place of residence.

Mayor Rhorer stated in the 2018-2019 Budget we allocated \$25,000 for a comprehensive plan. He asked that \$5,000.00 of that be used for the Southern Boone Economic Development Committee. He stated at the budget time money was tight so we did not allocate funds to this. Alderman Bronson made motion and seconded by Alderman Clay to allocate \$5,000 of the \$25,000 budgeted funds from the comprehensive plan to the Southern Boone Economic Development Committee. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Cynthia Wills, Park Board President, presented a slide show on the benefits of Parks and Recreation to the community, discussed the current budget and the new parks and stormwater tax. She showed pictures of maintenance needed in the park and possible improvements to the parks. She asked the Board to consider 60% parks and 40% stormwater split of the new tax. She stated that as Ashland grows so will the demand for parks. Alderman Clay suggested a community workday in the park where the City provides the materials and the volunteers provide the labor. Cynthia Wills stated that she has been approached for funding from the Optimist Pool and the YMCA since the City did this in the past and it came out of the park budget. Lyn Woolford, City Administrator, stated the revenue from the park/stormwater tax would not start coming in until October. He stated the Board would need to make a decision on the split of the funds.

Mayor Rhorer presented Council Bill No. 2018-026 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2018-026, an ordinance amending the policy on police details. First reading by title only. Mayor Rhorer called for questions or comments. Mr.

Woolford explained this ordinance was in effect in 2014 and is out of date and needs to be increased from \$25.00 to \$30.00. He explained this is for off duty employment for police officers such as school sporting events, rodeo and gun show events. He stated the fee is charged to the event then we pay our officer for time and a half. He stated that the Boone County Sheriff's department charges \$50.00 dollars an hour. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1183 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1183, an ordinance authorizing the Mayor to enter into agreements for cellular leases with Tower Point Capital, LLC for North Henry Clay Blvd. and Red Tail Drive water tower sites. Mayor Rhorer called for questions or comments. Mr. Kays, City Attorney, stated he has reviewed the agreement. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented a Resolution to enter into an agreement with Watson Concrete, Inc. Alderman Bronson made motion and seconded by Alderman Clay to enter into an agreement with Watson Concrete, Inc. Mayor Rhorer called for questions or comments. Coby Morris, Public Works supervisor, reported this is to repair 500 feet of curb and gutter on Martha Crump and 800 feet of curb and gutter on Trotter. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented a Resolution to enter into an agreement with Missouri Petroleum. Alderman Bronson made motion and seconded by Alderman Clay to enter into an agreement with Missouri Petroleum. Mayor Rhorer called for questions or comments. Coby Morris reported this is for chip seal and is a piggyback off the county bid. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented a Resolution to enter into an agreement for professional engineering services for general on-call engineering services with Allstate Consultants. Alderman Bronson made motion and seconded by Alderman Clay to enter into an agreement for professional engineering services for general on-call engineering services with Allstate Consultants. Mayor Rhorer called for questions or comments. Wes Bolton from Allstate Consultants was present for any questions. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented a request for fireworks for Tuesday, July 3, 2018 for Ashland Healthcare. Alderman Sapp made motion and seconded by Alderman Bronson to approve the firework permit for Ashland Health Care. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented for discussion the percentage of funds for the park and stormwater tax. Lyn Woolford reported that Shelley Martin has put together a power point presentation on the current fiscal year park budget. He stated the budget was approved prior to the tax being voted in. Shelley Martin gave an overview of the current revenue and basic operation expenses of the park budget in detail. She stated since the tax passed we need to do a budget amendment with the new fund line items. Shelley Martin, Treasurer, recommended a split of 35% parks and 65% stormwater. She stated there is immediate repair needed to the stormwater infrastructure and it is pricey. The stormwater improvements were discussed at

length. Alderman Sapp proposed 70% stormwater, 30% parks. Alderwoman Martin and Alderman Sullivan were undecided. Alderman Bronson stated he would not accept anything under 40% 60% split.

The Board expressed their recommended split of the tax. Alderman Lewis suggested a 40%/40% split with 20% to be used for either. Shelley Martin stated that when we get the tax it is disbursed as one and it is up to the Board of Aldermen to allocate how much money goes in each fund and what it is spent on. Mayor Rhorer stated it sounds like three proposals are being considered. He asked that three proposals be presented for consideration.

Mayor Rhorer reported Bill Lloyd was present from the Southern Boone Economic Development Committee. He stated there has been a lot of talking but they have not made a lot of progress. He thanked the City for stepping forward and handing out seed money. He stated hopefully we would start seeing some things happen within the community that we can be proud of.

Mayor's Report:

Mayor Rhorer expressed his aggravation with the Boone County Resource Management director Dave Forward and inconsistent inspection services. He stated that recently we had one lift station approved and the second lift station not approved. He stated with new businesses coming into town he did not feel this type of inspections were going to work. He stated that he and Shelley Martin met with Dan Atwill and discussed this issue. He stated he felt it was time the City hired our own inspector. He stated the City currently collects about \$60,000.00 a year for just the residential permits. He stated these funds go to the County for the inspections. He stated he felt we could hire our own inspector.

City Administrator Report:

Lyn Woolford reported the street patchwork on Renee has been done. He stated he checked on the silver vehicle that Alderman Sullivan reported and they are waiting on the insurance claim. He informed the Board that the goats on South Main and Ash Street have been relocated out of the city. Lyn Woolford reported that the property on Norma Lane being neglected is being taken care of by Helping Hands volunteer group.

Lyn Woolford suggested selling the lot on S. Main Street and Redbud, recycling lot and the pocket park on North Henry Clay Blvd. and the strip of land located off Liberty Lane to the Maintenance shed. He gave an overview of the size of lots and estimated appraisals. The Board discussed this.

Lyn Woolford had material for the Recycle Committee for when they have a meeting.

City Attorney report.

Jeffrey Kays did not have a report.

Board of Aldermen's Report's:

Alderman Lewis stated the Recycle Committee plans to have a couple of town hall meetings soon. He stated possibly during the evening and maybe a Saturday afternoon.

Alderman Lewis questioned the ditch burned on West Broadway behind Teakwood. Lyn Woolford reported it was a control burn in response to a letter of property owner not maintaining the ditch.

Alderman Bronson reported the walking school bus starts tomorrow and encouraged the Board to participate.

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

Darla Sapp, City Clerk

Gene Rhorer, Mayor

COUNCIL BILL NO. 2018-027

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL
CONTROL ENFORCEMENT COOPERATIVE AGREEMENT

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 an Animal Control Cooperative Agreement with the Boone County Commission. The form and content of the Cooperative agreement shall be substantially as set forth in Exhibit "A" which, is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this ____ day of _____, 2018, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following “Animal Control Codes”:
 - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 7, 2018 through June 6, 2019, City agrees to pay County a rate of \$43.53 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. However, the total reimbursement shall not exceed \$6,000 unless this contract is amended. The City will be reimbursing for services rendered herein, and paid on a quarterly basis. If the services rendered herein exceed \$6,000, then no further services shall be provided until an amended agreement is completed between the City and County. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond June 6, 2019, they will enter into a new, written agreement.

A. Quarterly invoicing will be accomplished by the Health Department based on hours expended and mileage incurred in the most-recent quarter at the rates specified above, with copies to the Boone County Commission office and the Boone County Counselor.

B. City will honor said invoice by payment within thirty (30) days by directing its payment to the Boone County Treasurer, 801 E. Walnut, Rm. 205, Columbia, Missouri 65201.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

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

CITY OF ASHLAND:

By:

Gene Rhorer, Mayor

ATTEST:

Darla Sapp, City Clerk

Approved as to form:

City Attorney

BOONE COUNTY, MISSOURI:

By:

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Taylor W. Burks, County Clerk

AUDITOR ACKNOWLEDGEMENT
FOR BUDGET PURPOSES:

June Pitchford, Boone County Auditor

Approved as to form:

C.J. Dykhouse, County Counselor

Exhibit A

Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

AN ORDINANCE ALLOTING A FIFTY/FIFTY SPLIT OF THE STORM WATER CONTROL AND LOCAL PARKS TAX REVENUE

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

Section 1. Whereas, at the special election held on Tuesday April 3, 2018 the registered voters of the City voted to impose a sales tax of one-half of one percent to fund stormwater control and local parks.

Section 2. Whereas, the Board of Aldermen authorizes a fifty/fifty split of the stormwater control and local parks tax revenue.

Section 3. Uses of Revenue. All expenditures of funds arising from the tax referenced in Section (1) shall be by an appropriation enacted by the Board of Aldermen or appropriated as a part of an annual budget process. Expenditures may be made from the fund for any municipal park functions or stormwater control program including, but not limited to:

Section 4. Planning, property acquisition, designing, engineering, constructing, equipping, staffing, operating and/or maintaining any and all new or existing parks and any and all new or existing recreation facilities of the City and any and all other improvements, enhancements, rehabilitation, modernization, replacement and/or expansion of park facilities and recreation programs or facilities of the City as from time to time may be determined to be in the best interests of the City of Ashland; and/or

Section 5. Planning, right-of-way and/or property acquisition, engineering, constructing, operating and maintaining stormwater control improvements of any and all kinds including, but not limited to, detention and/or retention basins, curbs, gutters, inlets, piping, creek improvements, bank stabilization, creek channel cleaning and/or maintenance and any and all other improvements, enhancements or projects which the Board of Alderman may from time to time determine to be in the best interest of the City of Ashland, Missouri; and/or

Section 6. Such other or additional local parks or stormwater projects, programs, improvements, enhancements or undertakings as may be determined by the Board of Alderman from time to time.

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:

Jeffrey Kays, City Attorney

MEMORANDUM

DATE: June 13, 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 Proposed Rezoning of property on Commerce Dr. for Bruce Bauer of Bauer Homes, Inc. from I-L, Light Industrial to General Commercial District, Parcel ID # 24-508-00-16-007.00 01, to the City of Ashland Board of Aldermen.
2. The Planning and Zoning Commission recommends the approval of the Final Major Plats of Liberty Landing 5-6-7, for Martin Builders, Inc. Parcel IDs # 24-502-00-00-017.00 01, to the City of Ashland Board of Aldermen.

Megan Young
Administrative Assistant

COUNCIL BILL NO. 2018-029

ORDINANCE NO.

AN ORDINANCE TO CHANGE THE ZONING OF A PARCEL OF LAND FROM (L-I) LIGHT INDUSTRIAL DISTRICT TO (G-C) GENERAL COMMERCIAL DISTRICT FOR BAUER HOMES, INC.

WHEREAS, Public Notice of such was given as prescribed by Missouri State Statute 89.040, and a public hearing was held on Tuesday, June 12, 2018; and

WHEREAS, the Planning and Zoning Commission has reviewed the pertinent information and received comment from adjacent residents and has unanimously agreed to recommend to the Board of Aldermen to approve the rezoning from (L-I) Light Industrial District to (G-C) General Commercial District; and

WHEREAS, the Board of Aldermen of the City of Ashland, Missouri has reviewed the request as submitted and has elected to rezone the property described in Section 1 from (L-I) Light Industrial District; and

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

Section 1. The zoning is hereby amended from the present (L-I) Light Industrial District to (G-C) General Commercial District for the following described property:

Section 15, Township 46, Range 12, Southwoods Commerce Park Plat 4 Lot 7A-Parcel Number 24-508-00-16-007.00 01. Property Location: Commerce Court

Section 2. The City hereby finds and declares that the property described in Section 1 hereof is at the present particularly suitable for the purposes and uses of (G-C) General Commercial District and in conformity with the existing uses and value of the immediately surrounding properties.

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

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

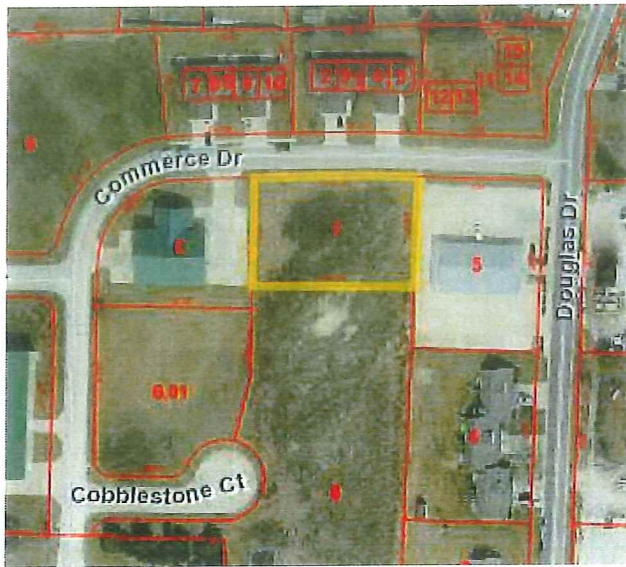
Certified to correct form:

Jeffrey Kays, City Attorney



NOTICE OF PROPOSED REZONING

NOTICE IS HEREBY GIVEN that the City of Ashland has received a request from Bauer Homes, Inc., to rezone the property shown below from I-L (Light Industrial District) to General Commercial District:



Southwoods Commerce Park, Plat 4, Lot 7A in Section 15, Township 46, Range 12, in the County of Boone, Recorded in Plat Book 37, Page 49, Records of Boone County, Missouri.

A Public Hearing to consider the rezoning request will be held by the Planning and Zoning Commission on **Tuesday, June 12, 2018, at 7:00 P.M.** in Ashland City Hall, 109 E. Broadway, Ashland, Missouri. At the hearing, interested parties may appear and be heard with respect to the proposed rezoning. Copies of the proposed rezoning request are available for review and/or copying at City Hall and may be inspected by the public during normal business hours.

Publish Date: May 23, 2018

AN ORDINANCE APPROVING THE FINAL MAJOR PLAT FOR LIBERTY LANDING
PLATS 5, 6 AND 7

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 the Liberty Landing Plats 5, 6 and 7 at their meeting on June 12, 2018; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

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

Section 1. The final plat of Liberty Landing Plats 5, 6 and 7, sealed June 11, 2018, meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

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

Plat 5: A tract of land located in the Southwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the tract described in the Warranty Deed recorded in Book 4885 at Page 14 of the Boone County Records and being more particularly described as follows:

Beginning at the Southeast corner of Plat 2 of Liberty Landing as record in Plat Book 45 at Page 26 of said records; Thence with the South line of said Plat 2 N88°53'20"W, 580.73 feet; Thence leaving said line S01°06'40"W, 175.00 feet; Thence S88°53'20"E, 20.70 Feet; Thence S01°06'40"W, 148.59 feet; Thence N70°42'00"W, 66.47 feet; Thence S30°01'20"W, 88.54 feet; Thence S14°27'10"W, 73.99; Thence N75°32'50"W, 55.94; Thence S14°27'10"W, 195.15 feet; Thence 67°22'40"E, 88.40 feet; Thence S86°28'30"E, 115.52 feet; Thence S88°16'10"E, 176.00 feet; Thence S82°03'10"E, 70.76 feet; Thence S65°42'20"E, 19.12 feet; Thence S82°57'20"E, 120.14 feet; Thence S88°58'10"E, 60.00 feet; Thence N01°43'50"E, 19.26 feet; Thence along a curve to the right having a radius of 470.00 feet for an arc distance of 32.19 feet, the long chord bears N03°41'40"E, 32.18 feet; Thence N05°39'20"E, 10.30 feet; Thence along a curve to the right having a radius of 30.00 feet for an arc distance of 45.16 feet, the long chord bears N48°46'30"E, 41.01 feet; Thence S88°06'20"E, 85.23 feet; Thence N01°53'40"E, 170.26 feet; Thence S62°27'50"E, 26.74; Thence along the West line of the tract described by the deed

recorded in Book 4395, Page 73 of said records N00°45'50"E, 450.31 feet to the point of beginning and containing 9.82 acres.

Plat 6. A tract of land located in the Southwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the tract described in the Warranty Deed recorded in Book 4885 at Page 14 of the Boone County Records and being more particularly described as follows:

Beginning at the Southwest corner of Plat 2 of Liberty Landing as recorded in Plat Book 45 at Page 26 of said records; Thence, along the East line of the Tract described by deed recorded in Book 4004, Page 64 of said records S01°02'20"W, 953.73 feet; Thence leaving said line S88°15'20"E, 387.82 feet; Thence N54°11'30"W, 128.41 feet; Thence N46°11'10"E, 194.62 feet; Thence along a curve to the left having a radius of 125.00 feet for an arc distance of 5.65 feet, the long chord bears N42°31'20"W, 5.65 feet; Thence 47°42'50"E, 165.94 feet to the Southwest corner of Plat 5 of Liberty Landing; Thence along the West line of said Plat 5 for the next eight calls, N14°27'10"E, 195.15 feet; Thence S75°32'50"E, 55.94 feet; Thence N14°27'10"E, 73.99 feet; Thence N30°01'20"E, 88.54 feet; Thence S70°42'00"E, 66.47 feet; Thence N01°06'40"E, 148.59 feet; Thence N88°53'20"W, 20.70 feet; Thence N01°06'40"E, 175.00 feet to the South line of said Plat 2; Thence leaving the West line of said plat 5 and along the South line of said Plat 2 N88°53'00"W, 739.72 feet to the point of beginning and containing 12.68 acres.

Plat 7. A tract of land located in the Southwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the tract described in the Warranty Deed recorded in Book 4885 at Page 14 of the Boone County Records and being more particularly described as follows:

Commencing at the southeast corner of Plat 2 of Liberty Landing as recorded in Plat Book 45, Page 26 of the records of Boone County. Thence S00°45'50"W, 450.31 feet to the point of beginning; Thence S87°43'50"E, 858.68 feet; Thence S02°17'10"W, 259.79 feet; Thence N88°14'40"W, 872.73 feet; Thence S02°05'40"W, 250.46 feet; Thence N88°15'20"W, 910.42 feet; Thence N54°11'30"W, 128.41 feet; Thence N46°11'10"E, 194.62 feet; Thence along a curve to the left having a radius of 125.00 feet for an arc distance of 5.65 feet, the long chord bearing N42°31'20"W, 5.65 feet; Thence N47°42'50"E, 165.94 feet; Thence S67°22'40"E, 88.40 feet; Thence S86°28'30"E, 115.52 feet; Thence S88°16'10"E, 176.00 feet; Thence S82°03'10"W, 70.76 feet; Thence S65°42'20"E, 19.12 feet; Thence S82°57'20"E, 120.14 feet; Thence S88°58'10"E, 60.00 feet; Thence N01°43'50"E, 19.26 feet; Thence along a curve to the right having a radius of 470.00 feet for an arc distance of 32.19 feet, the long chord bearing N03°41'40"E, 32.18 feet; Thence N05°39'20"E, 10.30 feet; Thence along a curve to the right having a radius of 30.00 feet for an arc distance of 45.16 feet, the long chord bearing N48°46'30"E, 41.01 feet; Thence S88°06'20"E, 85.23 feet, Thence N01°53'40"E, 170.26 feet; Thence S62°27'50"E, 26.74 feet to the point of beginning and containing 11.71 acres.

Section 3. The City Clerk is hereby instructed to have the 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:

Jeffrey Kays, City Attorney

AN ORDINANCE APPROVING THE FINAL PLAT FOR EAST ASHLAND PLAZA FOR C-S PROPERTIES-COLUMBIA, LLC.

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 the East Ashland Plaza at their meeting on June 18, 2018; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

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

Section 1. A tract of land located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 46 North, Range 12 West, Ashland, Boone County, Missouri, being the tracts described by the Warranty Deed recorded in Book 3039, Page 165, Book 3201, Page 2 and the Quit Claim Deed recorded in Book ____, Page _____, all of the Boone County Records and being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter, of said Section 14-46-12, as shown by Kelly's Number One Subdivision, Recorded in Plat Book 40, Page 49; Thence with the quarter quarter section line, S3°30'45"W, 63.57 feet to the point of beginning.

Thence from the point of beginning, continuing S3°30'45"W, 1309.01 feet to the Northeast corner of Lakeview Estates Plat 7, Recorded in Plat Book 39, Page 122, being the Southeast corner of said Northwest quarter of the Northwest corner; Thence with said North line of said Lakeview Estates Plat 7, and the South line of said Northwest quarter of the Northwest quarter, N88°13'15"W, 1103.19 feet to the East right-of-way line of U.S. Highway 63; Thence leaving said South line and with said East right-of-way line, N1°48'05"E, 265.56 feet; Thence N6°22'30"E, 501.60 feet; Thence N17°03'25"E, 114.02 feet to the Southwest corner of Tract 4 of the tracts described by said Quit Claim Deed recorded in Book ____, Page _____; Thence with the lines of said Tract 4 and said East right-of-way line, N9°39'20"E, 254.82 feet; Thence N52°03'20"E, 258.76 feet to the South right-of-way line of State Route Y and the Northwest corner of Tract 3 of said Quit Claim Deed recorded in Book ____, Page _____; Thence with the South right-of-way of said State Route Y and the tracts described by said Quit Claim Deed recorded in Book _____, Page _____. S88°46'45"E, 129.96 feet; Thence S8°47'00"E, 60.93 feet; Thence S88°46'45"E, 60.17 feet; Thence N1°13'15"E, 60.00 feet; Thence S88°46'45"E,

180.26 feet; Thence S33°48'45"E, 56.59 feet; Thence N85°31'50"E, 63.99 feet; Thence N87°04'00"E, 52.30 feet; Thence N64°37'05"E, 85.90 feet; Thence S89°46'45"E, 231.76 to the point of beginning and containing 31.54 acres.

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

Dated this _____ day of _____, 2018.

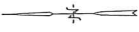
Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

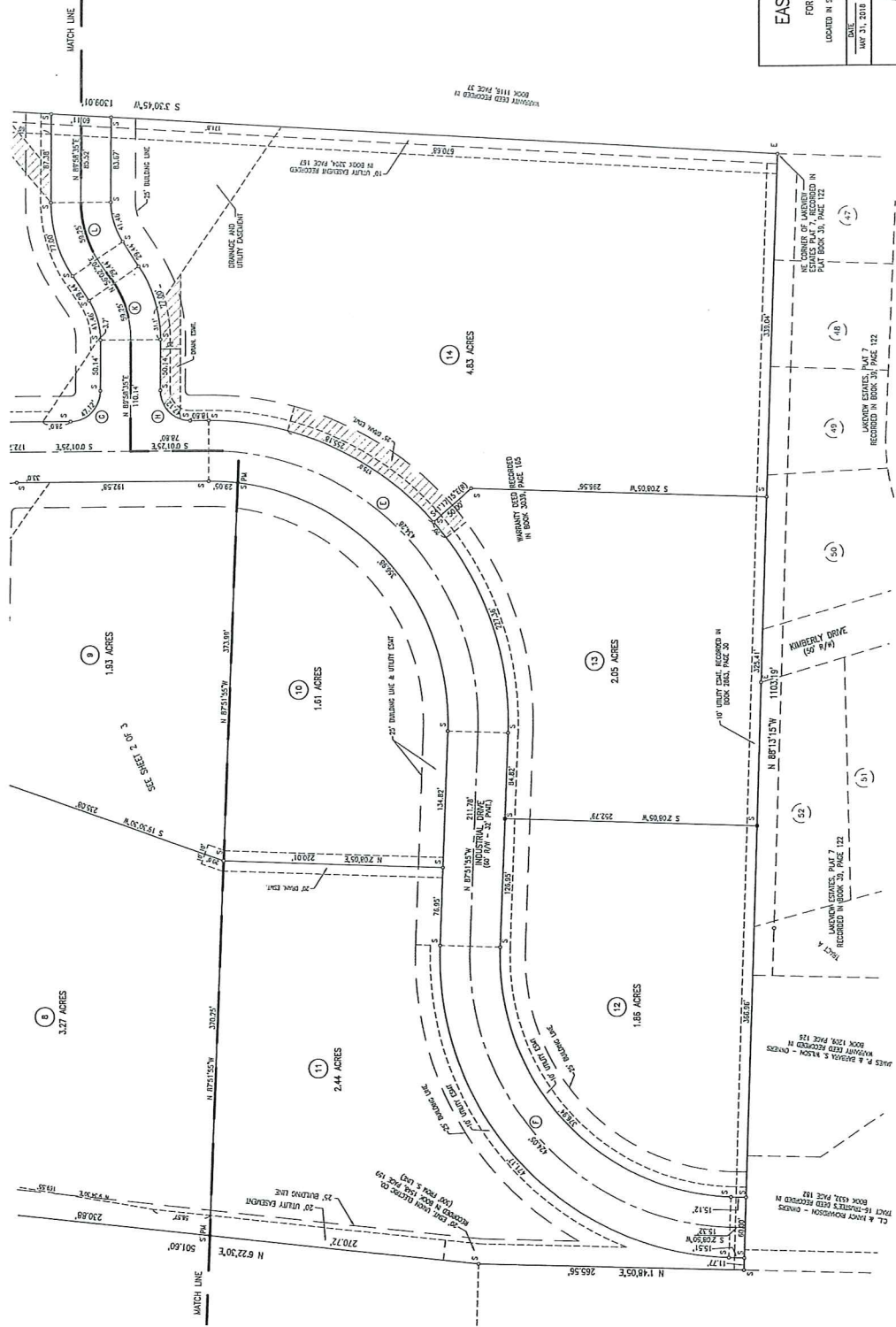
Certified as to correct form:

Jeffrey Kays, City Attorney



BEARINGS ARE REFERENCED TO GRID NORTH FROM THE MISSOURI
 STATE PLANE COORDINATE SYSTEM (GCS:USA, NAD83) FROM DPS
 REGISTRATION.

- LEGEND**
- IRON PIPE (UNLESS NOTED OTHERWISE)
 - NORTH ORIENTED (UNLESS OTHERWISE NOTED)
 - SET 7/4" REBAR (UNLESS OTHERWISE NOTED)
 - PERMANENT MONUMENT (UNLESS OTHERWISE NOTED)
 - 2 1/2" REBAR (UNLESS OTHERWISE NOTED)
 - REBAR (UNLESS OTHERWISE NOTED)
 - 1/2" REBAR (UNLESS OTHERWISE NOTED)
 - 1/4" REBAR (UNLESS OTHERWISE NOTED)
 - 3/8" REBAR (UNLESS OTHERWISE NOTED)
 - 1/2" REBAR (UNLESS OTHERWISE NOTED)
 - 3/4" REBAR (UNLESS OTHERWISE NOTED)
 - 1" REBAR (UNLESS OTHERWISE NOTED)
 - 1 1/2" REBAR (UNLESS OTHERWISE NOTED)
 - 2" REBAR (UNLESS OTHERWISE NOTED)
 - 3" REBAR (UNLESS OTHERWISE NOTED)
 - 4" REBAR (UNLESS OTHERWISE NOTED)
 - 6" REBAR (UNLESS OTHERWISE NOTED)
 - 8" REBAR (UNLESS OTHERWISE NOTED)
 - 10" REBAR (UNLESS OTHERWISE NOTED)
 - 12" REBAR (UNLESS OTHERWISE NOTED)
 - 14" REBAR (UNLESS OTHERWISE NOTED)
 - 16" REBAR (UNLESS OTHERWISE NOTED)
 - 18" REBAR (UNLESS OTHERWISE NOTED)
 - 20" REBAR (UNLESS OTHERWISE NOTED)
 - 22" REBAR (UNLESS OTHERWISE NOTED)
 - 24" REBAR (UNLESS OTHERWISE NOTED)
 - 26" REBAR (UNLESS OTHERWISE NOTED)
 - 28" REBAR (UNLESS OTHERWISE NOTED)
 - 30" REBAR (UNLESS OTHERWISE NOTED)
 - 32" REBAR (UNLESS OTHERWISE NOTED)
 - 34" REBAR (UNLESS OTHERWISE NOTED)
 - 36" REBAR (UNLESS OTHERWISE NOTED)
 - 38" REBAR (UNLESS OTHERWISE NOTED)
 - 40" REBAR (UNLESS OTHERWISE NOTED)
 - 42" REBAR (UNLESS OTHERWISE NOTED)
 - 44" REBAR (UNLESS OTHERWISE NOTED)
 - 46" REBAR (UNLESS OTHERWISE NOTED)
 - 48" REBAR (UNLESS OTHERWISE NOTED)
 - 50" REBAR (UNLESS OTHERWISE NOTED)
 - 52" REBAR (UNLESS OTHERWISE NOTED)
 - 54" REBAR (UNLESS OTHERWISE NOTED)
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 - 74" REBAR (UNLESS OTHERWISE NOTED)
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 - 84" REBAR (UNLESS OTHERWISE NOTED)
 - 86" REBAR (UNLESS OTHERWISE NOTED)
 - 88" REBAR (UNLESS OTHERWISE NOTED)
 - 90" REBAR (UNLESS OTHERWISE NOTED)
 - 92" REBAR (UNLESS OTHERWISE NOTED)
 - 94" REBAR (UNLESS OTHERWISE NOTED)
 - 96" REBAR (UNLESS OTHERWISE NOTED)
 - 98" REBAR (UNLESS OTHERWISE NOTED)
 - 100" REBAR (UNLESS OTHERWISE NOTED)



SHEET 3 OF 3

FINAL PLAT
EAST ASHLAND PLAZA
 FOR C-S PROPERTIES-COLUMBIA, LLC
 LOCATED IN SECTION 14, TOWNSHIP 46 NORTH, RANGE 12 WEST
 BOONE COUNTY, MISSOURI

DATE: MAY 31, 2018
 JOB NUMBER: 17010.00
 PREPARED BY: JAMES R. JEFFRIES
 PROJECT NUMBER: 18-250
 SHEET NUMBER: 3 OF 3

RECORD FOR RECORDS STAMP

ALLSTATE CONSULTANTS
 3001 W. STATE ST., SUITE 100
 BOONE COUNTY, MISSOURI 64601
 (417) 241-8811
 www.allstateconsultants.com
 MISSOURI PROFESSIONAL LAND SURVEYOR
 CERTIFICATE OF ADEQUACY (PROVISION)

LOT 8
 3.27 ACRES

LOT 9
 1.83 ACRES

LOT 10
 1.61 ACRES

LOT 11
 2.44 ACRES

LOT 12
 1.86 ACRES

LOT 13
 2.05 ACRES

LOT 14
 4.83 ACRES

LOT 15
 1.86 ACRES

LOT 16
 2.05 ACRES

LOT 17
 1.86 ACRES

LOT 18
 2.05 ACRES

STACY DRIVE
 (50' R/W)

LOT 19
 1.86 ACRES

LOT 20
 2.05 ACRES

LOT 21
 1.86 ACRES

LOT 22
 2.05 ACRES

LOT 23
 1.86 ACRES

LOT 24
 2.05 ACRES

LOT 25
 1.86 ACRES

LOT 26
 2.05 ACRES

LOT 27
 1.86 ACRES

LOT 28
 2.05 ACRES

LOT 29
 1.86 ACRES

MEMORANDUM

DATE: June 13, 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 an Ordinance to Amend Chapter 11, Subdivision Regulations, Section 11.205 Subdivision Design Standards and Requirements, to read: Amend 11.205.13.C. verbiage to “Lots for residential purposes shall have a minimum width as defined in Chapter 9.295 Area Regulation”. to the City of Ashland Board of Aldermen.

Megan Young
Administrative Assistant

COUNCIL BILL NO. 2018-032

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 11. SUBDIVISION REGULATIONS

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

Section 1. Chapter 11 of the Ashland City Code is hereby amended as follows:

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

11.205.(13) C. Width: Lots for residential purposes shall have a minimum width of ~~70 feet as measured at the building setback line~~ as defined in Chapter 9.295 Area Regulations.

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:

Jeffrey Kays, City Attorney

Article V. Other Use Regulations

9.295. Area Regulations

Minimum Lot Area and Width. The following minimum lot areas and lot widths shall be provided in the districts indicated.

Lot Area Per Family, Square Feet

District	Lot width, feet (a)	Lot area, square feet (b)	Single family dwelling	Two family Dwelling	Multiply family dwelling
R-1	80'	8000 sf	8000 sf	N/A	N/A
R-2	90'	12000 sf	12000 sf	6000 sf	N/A
R-3	100'	12000 sf	12000 sf	6000 sf	4000 sf
O-1	50'	None	3500 sf	3500 sf	N/A
C-N	50'	None	3500 sf	3500 sf	3500 sf
C-G	50'	None	3500 sf	3500 sf	3500 sf
P-C	50'	None	Dwelling Prohibited	Dwelling Prohibited	Dwelling Prohibited
I-L	50'	None	Not a residential district	Not a residential district	Not a residential district
I-G	50'	None	Not a residential district	Not a residential district	Not a residential district
APC	100'	30,000 (d) 108,900 (e)	Dwelling prohibited	Dwelling prohibited	Dwelling prohibited
API	100'	108,900	Dwelling prohibited	Dwelling prohibited	Dwelling prohibited
AAD	100'	108,900	Dwelling prohibited	Dwelling prohibited	Dwelling prohibited
A-1	100'	108,900	108,900	Dwelling prohibited	Dwelling prohibited

* N/A = not applicable

(a) Minimum width at the minimum front yard line but in no case shall the frontage at the street right-of-way be less than 35 feet. (amended 5-1-07 Council Bill No.2007-018)

AN ORDINANCE TO AMEND A POLICY ON POLICE
DETAILS

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

Section 1. The policy on police details is hereby amended as follows:

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

Section 2. Any entity or person requesting special police services for event security or traffic control shall submit a written request to the Chief of Police for such service. The Chief of Police may grant or deny the request, taking into account the availability of officers and the nature of the event.

Section 3. The entity or person requesting services shall compensate the City for special police services at the rate of ~~\$25.00~~ \$30.00 per hour for each police officer working the event.

Section 4. Police officers working a special police services event shall wear the department uniform and shall be subject to all department rules and regulations. The City shall compensate the officers at their regular rate of pay, including overtime pay where applicable.

Section 5. The Chief of Police is authorized to establish department rules and regulations implementing the policy established in this ordinance.

Section 6. 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:

Jeffrey Kays, City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL CONTROL ENFORCEMENT COOPERATIVE AGREEMENT

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 an Animal Control Cooperative Agreement with the Boone County Commission. The form and content of the Cooperative agreement shall be substantially as set forth in Exhibit "A" which, is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE ALLOTING A FIFTY/FIFTY SPLIT OF THE STORM WATER CONTROL AND LOCAL PARKS TAX REVENUE

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

Section 1. Whereas, at the special election held on Tuesday April 3, 2018 the registered voters of the City voted to impose a sales tax of one-half of one percent to fund stormwater control and local parks.

Section 2. Whereas, the Board of Aldermen authorizes a fifty/fifty split of the stormwater control and local parks tax revenue.

Section 3. Uses of Revenue. All expenditures of funds arising from the tax referenced in Section (1) shall be by an appropriation enacted by the Board of Aldermen or appropriated as a part of an annual budget process. Expenditures may be made from the fund for any municipal park functions or stormwater control program including, but not limited to:

Section 4. Planning, property acquisition, designing, engineering, constructing, equipping, staffing, operating and/or maintaining any and all new or existing parks and any and all new or existing recreation facilities of the City and any and all other improvements, enhancements, rehabilitation, modernization, replacement and/or expansion of park facilities and recreation programs or facilities of the City as from time to time may be determined to be in the best interests of the City of Ashland; and/or

Section 5. Planning, right-of-way and/or property acquisition, engineering, constructing, operating and maintaining stormwater control improvements of any and all kinds including, but not limited to, detention and/or retention basins, curbs, gutters, inlets, piping, creek improvements, bank stabilization, creek channel cleaning and/or maintenance and any and all other improvements, enhancements or projects which the Board of Alderman may from time to time determine to be in the best interest of the City of Ashland, Missouri; and/or

Section 6. Such other or additional local parks or stormwater projects, programs, improvements, enhancements or undertakings as may be determined by the Board of Alderman from time to time.

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:

Jeffrey Kays, City Attorney

AN ORDINANCE TO CHANGE THE ZONING OF A PARCEL OF LAND FROM (L-I) LIGHT INDUSTRIAL DISTRICT TO (G-C) GENERAL COMMERCIAL DISTRICT FOR BAUER HOMES, INC.

WHEREAS, Public Notice of such was given as prescribed by Missouri State Statute 89.040, and a public hearing was held on Tuesday, June 12, 2018; and

WHEREAS, the Planning and Zoning Commission has reviewed the pertinent information and received comment from adjacent residents and has unanimously agreed to recommend to the Board of Aldermen to approve the rezoning from (L-I) Light Industrial District to (G-C) General Commercial District; and

WHEREAS, the Board of Aldermen of the City of Ashland, Missouri has reviewed the request as submitted and has elected to rezone the property described in Section 1 from (L-I) Light Industrial District; and

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

Section 1. The zoning is hereby amended from the present (L-I) Light Industrial District to (G-C) General Commercial District for the following described property:

Section 15, Township 46, Range 12, Southwoods Commerce Park Plat 4 Lot 7A-Parcel Number 24-508-00-16-007.00 01. Property Location: Commerce Court

Section 2. The City hereby finds and declares that the property described in Section 1 hereof is at the present particularly suitable for the purposes and uses of (G-C) General Commercial District and in conformity with the existing uses and value of the immediately surrounding properties.

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

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE APPROVING THE FINAL MAJOR PLAT FOR LIBERTY LANDING
PLATS 5, 6 AND 7

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 the Liberty Landing Plats 5, 6 and 7 at their meeting on June 12, 2018; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

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

Section 1. The final plat of Liberty Landing Plats 5, 6 and 7, sealed June 11, 2018, meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

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

Plat 5: A tract of land located in the Southwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the tract described in the Warranty Deed recorded in Book 4885 at Page 14 of the Boone County Records and being more particularly described as follows:

Beginning at the Southeast corner of Plat 2 of Liberty Landing as record in Plat Book 45 at Page 26 of said records; Thence with the South line of said Plat 2 N88°53'20"W, 580.73 feet; Thence leaving said line S01°06'40"W, 175.00 feet; Thence S88°53'20"E, 20.70 Feet; Thence S01°06'40"W, 148.59 feet; Thence N70°42'00"W, 66.47 feet; Thence S30°01'20"W, 88.54 feet; Thence S14°27'10"W, 73.99; Thence N75°32'50"W, 55.94; Thence S14°27'10"W, 195.15 feet; Thence 67°22'40"E, 88.40 feet; Thence S86°28'30"E, 115.52 feet; Thence S88°16'10"E, 176.00 feet; Thence S82°03'10"E, 70.76 feet; Thence S65°42'20"E, 19.12 feet; Thence S82°57'20"E, 120.14 feet; Thence S88°58'10"E, 60.00 feet; Thence N01°43'50"E, 19.26 feet; Thence along a curve to the right having a radius of 470.00 feet for an arc distance of 32.19 feet, the long chord bears N03°41'40"E, 32.18 feet; Thence N05°39'20"E, 10.30 feet; Thence along a curve to the right having a radius of 30.00 feet for an arc distance of 45.16 feet, the long chord bears N48°46'30"E, 41.01 feet; Thence S88°06'20"E, 85.23 feet; Thence N01°53'40"E, 170.26 feet; Thence S62°27'50"E, 26.74; Thence along the West line of the tract described by the deed

recorded in Book 4395, Page 73 of said records N00°45'50"E, 450.31 feet to the point of beginning and containing 9.82 acres.

Plat 6. A tract of land located in the Southwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the tract described in the Warranty Deed recorded in Book 4885 at Page 14 of the Boone County Records and being more particularly described as follows:

Beginning at the Southwest corner of Plat 2 of Liberty Landing as recorded in Plat Book 45 at Page 26 of said records; Thence, along the East line of the Tract described by deed recorded in Book 4004, Page 64 of said records S01°02'20"W, 953.73 feet; Thence leaving said line S88°15'20"E, 387.82 feet; Thence N54°11'30"W, 128.41 feet; Thence N46°11'10"E, 194.62 feet; Thence along a curve to the left having a radius of 125.00 feet for an arc distance of 5.65 feet, the long chord bears N42°31'20"W, 5.65 feet; Thence 47°42'50"E, 165.94 feet to the Southwest corner of Plat 5 of Liberty Landing; Thence along the West line of said Plat 5 for the next eight calls, N14°27'10"E, 195.15 feet; Thence S75°32'50"E, 55.94 feet; Thence N14°27'10"E, 73.99 feet; Thence N30°01'20"E, 88.54 feet; Thence S70°42'00"E, 66.47 feet; Thence N01°06'40"E, 148.59 feet; Thence N88°53'20"W, 20.70 feet; Thence N01°06'40"E, 175.00 feet to the South line of said Plat 2; Thence leaving the West line of said plat 5 and along the South line of said Plat 2 N88°53'00"W, 739.72 feet to the point of beginning and containing 12.68 acres.

Plat 7. A tract of land located in the Southwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the tract described in the Warranty Deed recorded in Book 4885 at Page 14 of the Boone County Records and being more particularly described as follows:

Commencing at the southeast corner of Plat 2 of Liberty Landing as recorded in Plat Book 45, Page 26 of the records of Boone County. Thence S00°45'50"W, 450.31 feet to the point of beginning; Thence S87°43'50"E, 858.68 feet; Thence S02°17'10"W, 259.79 feet; Thence N88°14'40"W, 872.73 feet; Thence S02°05'40"W, 250.46 feet; Thence N88°15'20"W, 910.42 feet; Thence N54°11'30"W, 128.41 feet; Thence N46°11'10"E, 194.62 feet; Thence along a curve to the left having a radius of 125.00 feet for an arc distance of 5.65 feet, the long chord bearing N42°31'20"W, 5.65 feet; Thence N47°42'50"E, 165.94 feet; Thence S67°22'40"E, 88.40 feet; Thence S86°28'30"E, 115.52 feet; Thence S88°16'10"E, 176.00 feet; Thence S82°03'10"W, 70.76 feet; Thence S65°42'20"E, 19.12 feet; Thence S82°57'20"E, 120.14 feet; Thence S88°58'10"E, 60.00 feet; Thence N01°43'50"E, 19.26 feet; Thence along a curve to the right having a radius of 470.00 feet for an arc distance of 32.19 feet, the long chord bearing N03°41'40"E, 32.18 feet; Thence N05°39'20"E, 10.30 feet; Thence along a curve to the right having a radius of 30.00 feet for an arc distance of 45.16 feet, the long chord bearing N48°46'30"E, 41.01 feet; Thence S88°06'20"E, 85.23 feet; Thence N01°53'40"E, 170.26 feet; Thence S62°27'50"E, 26.74 feet to the point of beginning and containing 11.71 acres.

Section 3. The City Clerk is hereby instructed to have the 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:

Jeffrey Kays, City Attorney

AN ORDINANCE APPROVING THE FINAL PLAT FOR EAST ASHLAND PLAZA FOR C-S PROPERTIES-COLUMBIA, LLC.

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 the East Ashland Plaza at their meeting on June 18, 2018; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

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

Section 1. A tract of land located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 46 North, Range 12 West, Ashland, Boone County, Missouri, being the tracts described by the Warranty Deed recorded in Book 3039, Page 165, Book 3201, Page 2 and the Quit Claim Deed recorded in Book ____, Page _____, all of the Boone County Records and being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter, of said Section 14-46-12, as shown by Kelly's Number One Subdivision, Recorded in Plat Book 40, Page 49; Thence with the quarter quarter section line, S3°30'45"W, 63.57 feet to the point of beginning.

Thence from the point of beginning, continuing S3°30'45"W, 1309.01 feet to the Northeast corner of Lakeview Estates Plat 7, Recorded in Plat Book 39, Page 122, being the Southeast corner of said Northwest quarter of the Northwest corner; Thence with said North line of said Lakeview Estates Plat 7, and the South line of said Northwest quarter of the Northwest quarter, N88°13'15"W, 1103.19 feet to the East right-of-way line of U.S. Highway 63; Thence leaving said South line and with said East right-of-way line, N1°48'05"E, 265.56 feet; Thence N6°22'30"E, 501.60 feet; Thence N17°03'25"E, 114.02 feet to the Southwest corner of Tract 4 of the tracts described by said Quit Claim Deed recorded in Book ____, Page _____; Thence with the lines of said Tract 4 and said East right-of-way line, N9°39'20"E, 254.82 feet; Thence N52°03'20"E, 258.76 feet to the South right-of-way line of State Route Y and the Northwest corner of Tract 3 of said Quit Claim Deed recorded in Book ____, Page _____; Thence with the South right-of-way of said State Route Y and the tracts described by said Quit Claim Deed recorded in Book _____, Page _____. S88°46'45"E, 129.96 feet; Thence S8°47'00"E, 60.93 feet; Thence S88°46'45"E, 60.17 feet; Thence N1°13'15"E, 60.00 feet; Thence S88°46'45"E,

180.26 feet; Thence S33°48'45"E, 56.59 feet; Thence N85°31'50"E, 63.99 feet; Thence N87°04'00"E, 52.30 feet; Thence N64°37'05"E, 85.90 feet; Thence S89°46'45"E, 231.76 to the point of beginning and containing 31.54 acres.

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:

Jeffrey Kays, City Attorney

AN ORDINANCE TO AMEND CHAPTER 11. SUBDIVISION REGULATIONS

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

Section 1. Chapter 11 of the Ashland City Code is hereby amended as follows:

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

11.205.(13) C. Width: Lots for residential purposes shall have a minimum width of ~~70 feet as measured at the building setback line~~ as defined in Chapter 9.295 Area Regulations.

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:

Jeffrey Kays, City Attorney

RESOLUTION 6-19-2017

A RESOLUTION AUTHORIZING THE PURCHASE OF A PATROL VEHICLE FOR THE
POLICE DEPARTMENT

Whereas, the Board of Aldermen placed funds for the purchase of a patrol vehicle for the police department in the budget for the fiscal year 2018-2019; and

Whereas, city staff has recommended the purchase of a 2014 Dodge Charger vehicle from the Missouri State Highway Patrol; 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 purchase of one- 2014 Dodge Charger from the Missouri State Highway Patrol.

Passed and adopted this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

FACSIMILE COVER SHEET

MISSOURI STATE HIGHWAY PATROL

PATROL GARAGE
POST OFFICE BOX 568
JEFFERSON CITY, MISSOURI 65102
TELEPHONE: 573-526-6147
FACIMILE: 573-526-2277

DATE: _____ TIME _____ PAGE 1 OF 1

FROM: Todd Diehl TELEPHONE NO: 573-526-6147

TO: _____

FACSIMILE NO.: _____

COMMENTS:

To Whom It May Concern,

-The Missouri State Highway Patrol has to offer for sale the following used patrol vehicles in various colors.

- *2016 Dodge Charger 50 to 55,000 miles \$18,500.00(HEMI,AWD)
- *2015 Dodge Charger 50 to 55,000 miles \$17,200.00(HEMI,AWD)
- *2014 Dodge Charger 50 to 55,000 miles \$14,600.00(HEMI,AWD)
- *2014 Dodge Charger 50 to 55,000 miles \$12,900.00(HEMI,RWD)

-These vehicles will have bucket seats, power windows & locks, tilt, cruise control, am-fm stereo, rear window defrost and police package.

-Other specialty vehicles available. Please call for more information.

-If you have any questions, please call Todd Diehl, Fleet Control Coordinator at 573-526-6147 or www.mshp.dps.mo.gov

Thank You

CONFIDENTIALITY NOTICE:

THE DOCUMENTS ACCOMPANYING THIS TELECOPY TRANSMISSION MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY RECIPIENT NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TELECOPIED INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE ORIGINAL DOCUMENTS TO US.

6-19-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR GENERAL ON-CALL ENGINEERING
SERVICES WITH MCCLURE ENGINEERING COMPANY

WHEREAS, the City of Ashland requested qualifications and proposal's for engineering services for general on-call engineering services; and

WHEREAS, the City Staff has reviewed the qualifications and proposal's and has recommended McClure Engineering Company.

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

The Board of Aldermen authorizes the Mayor to enter into the agreement with McClure Engineering Company for engineering services for general on-call engineering services.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Passed and adopted this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



1901 Pennsylvania Drive O 573.814.1568
Columbia, MO 65202 F 573.814.1128
www.mecresults.com

Agreement for Engineering Services

May 29, 2018

Re: On Call/Task Order Agreement

We are pleased to submit to you on this 29th day of May, 2018, an agreement by and between McClure Engineering Company hereinafter referred to as "the Engineer" and the City of Ashland, Missouri, hereinafter referred to as "the Client" to provide the following service(s):

Providing "On Call" and/or "Task Order" engineering services. These services will include but are not necessarily limited to the following:

- Review of engineering plans submitted to the Client for review and approval. These plans will be prepared by engineers other than McClure Engineering Company in order to prevent and actual or perceived conflict of interest.
- General consulting as it relates to the day-to-day operation of the City. This would include, but not necessarily be limited to:
 - Stormwater
 - Potable Water
 - Sanitary Sewer
 - Streets and Transportation
 - City Code (as it related to various aspects of Engineering)
 - Parks and Recreation
 - City Planning
 - Surveying

Schedule:

We will commence on each task order once we receive written notice to proceed. An email notice is considered acceptable.

Subcontractor(s):

None anticipated for this agreement

Compensation:

Our fee to complete the services described in this **Agreement for Engineering Services** will be at our **Hourly Rates**. Each task order will have a mutually agreed upon fee prior commencing work.

If approved please print and sign two copies of this letter agreement where noted, return one copy to my attention and keep the other copy for your records. If you have any questions, please do not hesitate to contact me at (573) 814-1568. Thank you for considering McClure Engineering Company for your project needs.

McClure Engineering Company

City of Ashland, Missouri

By: 
Michael M. Hall, P.E., M.ASCE Date: 5/29/2018

By (sign): _____
Name & Title: _____ Date: _____

Enclosure:
Exhibit A – Hourly Rate Schedule
Exhibit B – Standard Terms and Conditions

CC: File

EXHIBIT 'A'
McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2018)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$70.00
Client Liaison	\$180.00
Engineer I	\$100.00
Engineer II	\$130.00
Engineer III	\$160.00
Engineer IV	\$195.00
Project Manager I	\$160.00
Project Manager II	\$180.00
Principal	\$210.00
Senior Principal	\$265.00
Community Planner I	\$125.00
Community Planner II	\$150.00
Engineering Tech I	\$80.00
Engineering Tech II	\$95.00
Engineering Tech III	\$110.00
Engineering Tech IV	\$145.00
Land Surveyor I	\$120.00
Land Surveyor II	\$150.00
On-Site Representative I (OSR I)	\$95.00
On-Site Representative II (OSR II)	\$135.00
Crew Chief (CC)	\$110.00
Crew Member (CM)	\$80.00
Intern	\$65.00
Survey Crew	\$190.00
 <u>EQUIPMENT</u>	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
 <u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	\$0.535/Mile
Printing	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%

McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

(Effective 10/01/11)
(Supersedes 11/01/08)



7-19-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR GENERAL ON-CALL ENGINEERING SERVICES WITH ENGINEERING SURVEYS AND SERVICES, LLC.

WHEREAS, the City of Ashland requested qualifications and proposal's for engineering services for general on-call engineering services; and

WHEREAS, the City Staff has reviewed the qualifications and proposal's and has recommended Engineering Surveys and Services, LLC.

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

The Board of Aldermen authorizes the Mayor to enter into the agreement with Engineering Surveys and Services, LLC. for engineering services for general on-call engineering services.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Passed and adopted this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between: _____
The City of Ashland (“Owner”),
and Engineering Surveys and Services, LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Master Services Agreement for Professional Engineering and Consulting Services
 (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

General services shall consist of professional civil, environmental and geotechnical engineering services; professional surveying services; construction materials and analytical laboratory testing services; construction observation services; and related services to support task order assignments as required by Owner. (see Note #1)

Note #1: Scope of work for specific task orders shall be as provided in Exhibit A: Scope of Work – Task Order Amendment – No. ## (Task Order Amendments to be numbered consecutively).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Time of service as identified in the individual Task Order Amendment.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding the monthly time frame identified in the individual Task Order Amendment. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Additionally, unit prices will be billed for laboratory testing, as requested by the specific task order.
 - 2. Engineer's "Hourly Fee Schedule" and "Laboratory Fee Schedule" is attached EXHIBIT B. The fee schedules shall be reviewed on an annual basis. Any changes to the fee schedules by the Engineer shall be reviewed and approved by the Owner.
 - 3. The total compensation for services and reimbursable expenses shall be as identified in the individual Task Order Amendment.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each

applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as EXHIBIT B.

ATTACHMENTS:

EXHIBIT A: Scope of Work - Task Order Amendment – No. ##

**EXHIBIT B: Engineering Surveys and Services “Hourly Fee Schedule” and
“Laboratory Fee Schedule”**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By: _____

Title: _____

Date Signed: _____

Ross A. Kasmann, PE
President - Engineering
Engineering Surveys and Services, LLC

Missouri Professional Engineering Firm: 2004005018

Missouri Professional Surveying Firm: 2004004672

State of: Missouri

Address for giving notices:

P.O. Box 135

Ashland, MO 65010

Address for giving notices:

1113 Fay Street

Columbia, MO 65201

Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprosessionals
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone: 573-449-2646

ess@ess-inc.com
www.ess-inc.com

**EXHIBIT A: SCOPE OF WORK -
TASK ORDER AMENDMENT – NO. ___
TO
SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
BETWEEN**

_____ *The City of Ashland* ("Owner"),
and _____ *Engineering Surveys and Services, LLC* ("Engineer").

This Task Order Amendment (TOA) becomes an attachment to the following Agreement:

_____ **Master Services Agreement for Professional Engineering and Consulting Services** _____
between Owner and Engineer effective as of _____ ("Effective Date").

The Task Order Amendment, of which Engineer's services under this Agreement are a part, is generally identified as follows:

("Project").

Engineer shall furnish to the Owner the following additional services:
[DETAILED DESCRIPTION OF WORK TO BE PROVIDED HERE]

To be completed by _____.

7.01 Basis of Payment— Hourly Rates Plus Reimbursable Expenses and Unit Prices up to a maximum not to exceed additional cost of \$_____. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" and "Laboratory Fee Schedule" shown as EXHIBIT B.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order Amendment, the Effective Date of which is _____ ("TOA Effective Date").

Engineering Surveys and Services

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By: _____

Title: _____

Date Signed: _____

Ross A. Kasmann, PE
President - Engineering
Engineering Surveys and Services, LLC

Missouri Professional Engineering Firm: 2004005018
Missouri Professional Surveying Firm: 2004004672

State of: Missouri

Address for giving notices:

P.O. Box 135

Ashland, MO 65010

Address for giving notices:

1113 Fay Street

Columbia, MO 65201

EXHIBIT B

“HOURLY FEE SCHEDULE”

AND

“LABORATORY FEE SCHEDULE”

Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone: 573-449-2646

ess@ess-inc.com
www.ess-inc.com

HOURLY FEE SCHEDULE January 1, 2018

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$140-180 /hour
Registered Professional Engineer	\$130-170 /hour
Registered Professional Land Surveyor	\$120-150 /hour
Project Surveyor	\$ 70-100 /hour
Engineer Intern	\$ 90-120 /hour
Technician I	\$ 70-80 /hour
Technician II	\$ 60-70 /hour
CAD Operator	\$ 70-100 /hour
Chemist	\$ 70-90 /hour
Administrative Assistant	\$ 55-65 /hour
Computer	\$ 50 /day
Survey Equipment	\$100-200 /day
Drill Rig	\$ 150-\$250 /hour
Large Format Copies	\$ 4-\$6 each
Photocopies	\$ 0.25 each
Travel	\$ 0.60/mile

NOTES

1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.

Office Address

1113 Fay Street, Columbia, Missouri 65201

Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals
Analytical and Materials Laboratories

1113 Fay Street
Columbia, MO 65201
Telephone: 573-449-2646

ess@ess-inc.com
www.ess-inc.com

Schedule of Material's Laboratory Testing Services

The testing services shown herein represent the majority of tests that can be performed "in-house". Please call our office to discuss services and/or tests that are not shown on this Fee Schedule. We reserve the right to add, delete, or otherwise alter the information contained herein without notice, but will honor commitments previously made.

Concrete

Cast Specimen	Cylinder - Compressive Strength (6 x 12)	\$16.00 / ea.
	Cylinder - Compressive Strength (4 x 8)	\$14.50 / ea.
	Concrete Beam - Flexural Strength	\$45.00 / ea.
	Mortar Cube - Compressive Strength	\$21.00 / ea.
	Grout/Prism - Compressive Strength	\$23.00 / ea.
	Cylinder - Compressive Strength Cast by Others	\$21.50 / ea.
	Cylinder Held (spare)	\$5.00 / ea.
	Cylinder Mold	\$2.00 / ea.
	Mix Design (single point)	\$750.00 / ea.
	Mix Design (three point)	\$1,450.00 / ea.
	Mix Design (single point FAA)	\$950.00 / ea.
	Mix Design (three point FAA)	\$2,050.00 / ea.
	Chloride Ion Content (ASTM C 1218)	\$200.00 / ea.
	Cylinder Pickup Made by Others	Hourly
	Slump, Air, Cylinders	Hourly
Cores	Core Drilling and Testing	Hourly
	Concrete/Asphalt Core Drill	\$185.00 / hr.
	Generator	\$100.00 / hr.
	Special Handling of Cores or Irregular Size Specimens	\$36.00 / ea.

Asphalt

	Core Density	\$40.00 / ea.
	Extraction Test for Oil	\$230.00 / ea.
	Sieve Analysis of Extracted Agg. & Extraction Test for Oil	\$330.00 / ea.

Structural Steel

	Structural Weld and Bolt Inspection	Hourly
	Ultra-Sonic Weld Testing Equipment	\$175.00 / day
	Magnetic Particles or Dye Penetration	Hourly

Aggregate

Particle Size	Sieve Analysis, dry	\$74.00 / ea.
	Sieve Analysis, wet	\$83.00 / ea.
	Finer than #200 by Washing	\$52.00 / ea.
Weight Properties	Specific Gravity & Absorption	\$101.00 / ea.
	Unit Weight	\$56.00 / ea.
Impurities	Organic Impurities in Fine Aggregate (colorimetric)	\$38.00 / ea.
	Lightweight Pieces (coal & lignite)	\$84.00 / ea.
	Clay Lumps & Friable Particles	\$56.00 / ea.
	Chert Content of Coarse Aggregate	\$125.00 / ea.
	Deleterious Materials	\$125.00 / ea.
Rock Quality	Thin or Elongated Pieces in Course Aggregate	\$84.00 / ea.
	Soundness by Sodium or Magnesium Sulfate (5 cycles)	\$305.00 / ea.
	Freeze-Thaw	\$700.00 / ea.
	L.A. Abrasion of Course Aggregate	\$200.00 / ea.

Soil

Classification Tests	Moisture Content	\$10.00 / ea.
	Particle-Size Analysis, Wet Sieve	\$98.00 / ea.
	Particle-Size Analysis, Hydrometer	\$84.00 / ea.
	Material finer than #200	\$70.00 / ea.
	Specific Gravity	\$70.00 / ea.
	Atterberg Limits	\$56.00 / ea.
	Shrinkage Limit	\$80.00 / ea.
	Dry Density of undisturbed sample	\$34.00 / ea.
Shear	Fractional Organic Carbon	\$70.00 / ea.
	Unconfined Compression Test (qu)	\$53.00 / ea.
Compressibility Tests	Triaxial (Q), multistage	\$350.00 / ea.
	Consolidation	\$450.00 / ea.
Compaction Tests	Swell	\$205.00 / ea.
	Standard Proctor	\$140.00 / ea.
	Modified Proctor	\$170.00 / ea.
	Field Density Testing	Hourly
Misc.	Field Density Testing - Nuclear Meter	\$13.00 / hr.
	CBR	\$300.00 / ea.
	Flex-Wall Permeability	\$320.00 / ea.
Geotechnical Drilling	Falling-Head Permeability	\$260.00 / ea.
	Equipment and Crew	Quote
	3" Shelby Tubes	\$18.00 / ea.
	Sample Jars	\$3.00 / ea.
	Special Sample Preparation	Hourly

RESOLUTION 6-19-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CAPITAL PAVING COMPANY FOR THE 2018 ASHLAND CITY STREETS PROJECT; PROVIDING FOR COMPLIANCE WITH THE PREVAILING WAGE LAW AND STATE-MANDATED CONSTRUCTION SAFETY TRAINING

BE IT RESOLVED 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 Capital Paving Company for the 2018 Ashland City Streets Project. This is under the County Bid 47-30 NOV7-2018 Mill and Overlay Term and Supply.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

Section 4. 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

CAPITAL PAVING

1591 E. Prathersville Road
 Columbia, MO 65202
 Fax: (573) 449-5159
 Phone: (573) 449-0886

To:	City Of Ashland	Contact:	
Address:	P O. Box 135 Ashland, MO 65010	Phone:	573/657-2568
Project Name:	City Of Ashland 2018	Bid Number:	
Project Location:		Bid Date:	6/1/2018
Line #	Item Description	Estimated Quantity	Unit
			Unit Price
			Total Price

1				
0010	Maple Dr 2" Overlay	90.00	TON	\$62.50
0011	Maple Dr 2" Edge Milling	604.00	SY	\$2.15
0020	Martha Crump 2" Overlay	595.00	TON	\$62.50
0021	Martha Crump 2" Edge Milling	3,225.00	SY	\$2.50
0030	Meadowmere View 2" Overlay	259.00	TON	\$62.50
0031	Meadowmere View 2" Full Width Milling	2,351.00	SY	\$2.50
0040	Parkview 2" Overlay	58.00	TON	\$62.50
0041	Parkview 2" Full Width Milling	529.00	SY	\$2.50
0050	Meadowmere 2" Overlay	226.00	TON	\$62.50
0051	Meadowmere 2" Full Width Milling	2,047.00	SY	\$2.50
0060	Circle Dr 2" Overlay	58.00	TON	\$62.50
0061	Circle Dr 2" Full Width Milling	524.00	SY	\$2.50
0070	Meadow Lane 2" Overlay	93.00	TON	\$62.50
0071	Meadow Lane 2" Full Width Milling	844.00	SY	\$2.50
0100	Milling Mobilization	1.00	EACH	\$799.77
0110	Paving Mobilization Small Quantity	3.00	EACH	\$563.47
Total Price for above 1 Items:				\$113,776.28

2				
0080	Recycle Center 5" Overlay	917.00	TON	\$94.00
0150	Trackless Tack	1,252.00	GAL	\$2.79
Total Price for above 2 Items:				\$89,691.08
				\$3,493.08

Total \$ 117,269.36

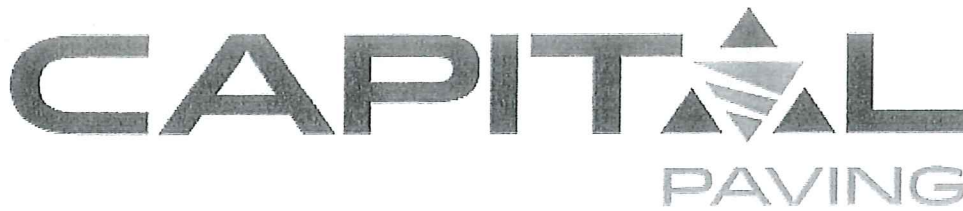
Payment Terms:

Actual quantities for billing purposes for unit price contracts are to be determined by field measurements upon completion of project. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Payment to be made in full within 30 days of invoice date. A charge of 1 1/2% will be added to the unpaid balance until paid in full.

Any alteration or deviation from above specifications will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmens' Compensation and Public Liability Insurance on above work is carried by the Company.

NOTE: This proposal may be withdrawn if not accepted within 30 days.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL



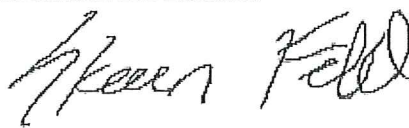
1591 E. Prathersville Road
 Columbia, MO 65202
 Fax: (573) 449-5159
 Phone: (573) 449-0886

To: City Of Ashland	Contact:
Address: P O. Box 135 Ashland, MO 65010	Phone: 573/657-2568
Project Name: City Of Ashland 2018	Bid Number:
Project Location:	Bid Date: 6/1/2018

OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. The Company does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations. Heavy equipment and fully loaded trucks will be used to complete the paving project. The Company does not assume responsibility for any structural damage done to any existing pavement as a result of the weight of the trucks and equipment used to complete the project.

CONSENT OF OWNER: CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Capital Paving And Construction LLC Columbia</p> <p>Authorized Signature: </p> <p>Estimator: Steven Field 573-777-2331 sfield@capitalpavingmo.com</p>
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RESOLUTION 6-19-2018

A RESOLUTION ACCEPTING THE BID FOR MATERIAL & LABOR TO CONSTRUCT A POST FRAME BUILDING FOR THE WATER DEPARTMENT & AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BILT-RITE BUILDINGS

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

WHEREAS, the City of Ashland advertised for bids for the new water building; and

WHEREAS, the City opened the bids on June 8, 2018 at 3:00 p.m. at Ashland City Hall.

WHEREAS, the Board of Aldermen has reviewed the bids submitted:

Bilt-Rite Buildings- \$58,427.00
Insulation Option- \$14,325.00
\$72,752.00

Section 1. The Board of Aldermen hereby accepts the bid from Bilt-Rite Buildings for the material and labor to construct a post frame building for the water department and hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Bilt-Rite Buildings.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

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

The Board of Aldermen hereby accepts the bid for the material & labor for the new water building and authorizes the Mayor to enter into a contract with Bilt-Rite Buildings.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached bid, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



A DIVISION OF SENTINEL INDUSTRIES, INC.
SINCE 1957

DONALD FARRIS, SR.—*President*
DANIEL FARRIS—*Vice President*
DARIN CHANDLER—*Operations Manager*
RALPH TWELLMAN—*Sales Representative*

Post Frame Buildings For Every Need

City of Ashland
109 East Broadway St.
Ashland, Mo 65010

573-657-2091
573-864-1310 Curtis Bennett

June 1, 2018

Proposal

Bilt-Rite Buildings proposes to furnish materials & labor to construct a 36'x48'x13'4" post frame building with an attached 16'x48'x8'0" stud frame lean-to addition per the following specifications. Builder assumes a level and square concrete floor with frost footings by owner on which to build.

- Building to be laid out per engineered drawings previously submitted to City
- Builder to pay prevailing wages per Annual Wage Order No. 25 provided by City of Ashland
- Builder will provide necessary lift equipment
- Builder assumes that owner will provide a trash container on jobsite for disposable materials
- Builder to furnish certificates of insurance upon request
- Builder to provide Payment Bond to City upon acceptance of proposal
- Applicable sales taxes not included - Owner to provide builder with tax exempt letter

Building Details:

- Install 2x6 treated sill plates with foam sill sealer – anchored to floor with screw type anchors
- Install 2x6 treated band boards around base of enclosed walls
- Install 3 ply 2x6 laminated columns at 8'o.c. on sidewalls and 9'o.c. on endwalls of 36'x48' shop area
- Install 2x6 sidewall girts on exterior of shop area and 2x4 sidewall girts on exterior of stud frame area
- 36' trusses set 8'o.c. –saddled in columns & bolted with 2- 1/2" bolts, 4/12 roof pitch, 20-4-0-6 load rating
- 16' mono slope trusses set 8'o.c. – nailed & secured with Simpson H10A tiedowns, 4/12 roof pitch, 20-4-0-10 load rating
- Install 2x4 roof purlins at 20"o.c. – on edge
- Install 26 gauge _____ colored "Panel-Loc" steel roof panels & attach with painted screws
- Install 29 gauge _____ colored "Panel-Loc" steel sidewall panels & attach with painted screws
- Install 29 gauge colored steel trims: _____ ridge cap _____ sidewall corners _____ roof corners _____ door post trim _____ base trim
- Install 2- 3'x3' "Weatherbarr" thermal vinyl single hung windows
- Install 2 – 3'x6'8" Plyco S99E steel walk doors – no glass – includes keyed-a-like deadbolts
- Install 1 – 3'x6'8" Plyco S99E steel walk door – with 9-lite glass – includes keyed-a-like deadbolt
- Frame & flash 2 – 12'x12' overhead door openings – doors to be installed by owner
- Roof and sidewalls to be insulated with "SolarGuard" fiberglass insulation
- Gutters and downspouts to be installed by owner

Total Amount of Proposal: \$ 58,427.00

I approve this proposal as outlined above and authorize Bilt-Rite Buildings to perform this work.

Darin Chandler, Mgr.

6-1-18

date

Owner

date





A DIVISION OF SENTINEL INDUSTRIES, INC.
SINCE 1957

DONALD FARRIS, SR.—*President*
DANIEL FARRIS—*Vice President*
DARIN CHANDLER—*Operations Manager*
RALPH TWELLMAN—*Sales Representative*

Post Frame Buildings For Every Need

City of Ashland
109 East Broadway St.
Ashland, Mo 65010

June 1, 2018

Insulation Options

Bilt-Rite Buildings proposes the following options at an additional cost to the original proposal.

Note: Original proposal includes “SolarGuard” fiberglass insulation which has a nominal thickness of 3/8” and offers condensation control & heat reflectivity properties.

- | | | |
|---|-----------------|---------------|
| 1. Install “Guardian” 3” fiberglass blanket type insulation | | \$ 3,327.00 |
| 2. Install ½” Ag Therm foam board insulation | | \$ 10,144.00 |
| 3. Install 6” open cell spray foam by sub-contractor
(recommend house wrap installed on sidewalls) | ESTIMATE | \$ 10,845.00 |
| 4. Install 2” closed cell spray foam by sub-contractor
(recommend house wrap installed on sidewalls) | ESTIMATE | \$ 14,325..00 |

Darin Chandler, Mgr.

RESOLUTION 6-19-2018

A RESOLUTION ACCEPTING THE BID FOR H.V.A.C FOR THE WATER DEPARTMENT
& AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PHIL
BENTLAGE HEATING AND CONDITIONING, LLC.

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

WHEREAS, the City of Ashland advertised for bids for the new water building; and

WHEREAS, the City opened the bids on June 8, 2018 at 3:00 p.m. at Ashland City Hall.

WHEREAS, the Board of Aldermen has reviewed the bids submitted:
Phil Bentlage Heating and Air Conditioning, LLC. \$18,750.00

Section 1. The Board of Aldermen hereby accepts the bid for H.V.A.C. from Phil Bentlage Heating and Conditioning, LLC. for the water department and hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Phil Bentlage Heating and Conditioning, LLC.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

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

The Board of Aldermen hereby accepts the bid for the H.V.A.C. for the new water building and authorizes the Mayor to enter into a contract with Phil Bentlage Heating and Air Conditioning, LLC.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached bid, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Phil Bentlage Heating & Air Conditioning, LLC
2301 E Route M
Hartsburg, MO 65039-9687
(573) 657-8515

Date 06/06/18

Bid No. 1234

BID

Name/Address
City of Ashland 109 E Broadway PO BOX 135 Ashland MO 65010-0135

Job Site
WATER DEPARTMENT BUILDING, FOUNDATION AND MEP

Description	Total
BID TO INSTALL 60,000 BTU 95.5% LUXAIRE GAS FURNACE, COIL AND 13 SEER AC UNIT. ALL DUCT WORK, BOOTS AND REGISTERS TO COMPLETE OFFICE AREA AND TWO MODINE UNIT HEATERS IN SHOP AREA.	18,750.00

Thank you for the opportunity to do business with you.

RESOLUTION 6-19-2018

A RESOLUTION ACCEPTING THE BID FOR GRADING AND CONCRETE WORK FOR THE WATER DEPARTMENT & AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BAUER HOMES, INC.

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

WHEREAS, the City of Ashland advertised for bids for the new water building; and

WHEREAS, the City opened the bids on June 8, 2018 at 3:00 p.m. at Ashland City Hall.

WHEREAS, the Board of Aldermen has reviewed the bids submitted:

Bauer Homes, Inc. \$43,190.00

Section 1. The Board of Aldermen hereby accepts the bid for grading and concrete work from Bauer Homes, Inc. for the water department and hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Bauer Homes, Inc.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

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

The Board of Aldermen hereby accepts the bid for the grading and concrete work for the new water building and authorizes the Mayor to enter into a contract with Bauer Homes, Inc.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached bid, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

BAUER HOMES, INC.
3850 E BIGGS RD.
ASHLAND, MO 65010

PROPOSAL
City of Ashland
Water Department Building

6/7/2018

Prepared for :
The city of Ashland, Missouri

Price includes the following:

- *Grading of soil to provide a level site for building.
- *All materials and labor for the construction of the foundation per plans and specifications dated 8/11/2016, by MECO Engineering Co., Inc.
- *All under the slab plumbing only.
- *Set all anchors in coordination with framing contractor.

TOTAL FOR ABOVE

\$43,190.00

Bauer Homes, Inc.
By: Bruce M Bauer

Signed:  Date: 6/7/18

RESOLUTION 6-19-2018

A RESOLUTION ACCEPTING THE BID FOR MATERIAL, LABOR TO INSTALL ELECTRICAL WORK FOR THE WATER DEPARTMENT & AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MEYER ELECTRIC CO., INC.

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

WHEREAS, the City of Ashland advertised for bids for the new water building; and

WHEREAS, the City opened the bids on June 8, 2018 at 3:00 p.m. at Ashland City Hall.

WHEREAS, the Board of Aldermen has reviewed the bids submitted:

Meyer Electric Co., Inc. \$25,320.00

Section 1. The Board of Aldermen hereby accepts the bid for material, labor to install electrical work from Meyer Electric Co., Inc. for the water department and hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Meyer Electric Co., Inc.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

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

The Board of Aldermen hereby accepts the bid for the material, labor to install electrical work for the new water building and authorizes the Mayor to enter into a contract with Meyer Electric Co., Inc.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached bid, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Meyer Electric Co., Inc.

3513 North Ten Mile Drive
Jefferson City, MO 65109

Phone: (573) 893-2335

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June 1, 2018

Ashland Water Department
Ashland, MO

Attn: Curtis Bennett

Re: Ashland Water Dept.
New Shed
Meyer Electric #ME26531

Gentleman:

We propose to furnish material and labor to install electrical work, on the above referenced project, per plans, specs and the following scope.

Includes:

- A. Temporary power and lighting for construction. Cost of power to be paid by others.
- B. Trenching and backfill for electrical work.
- C. Light fixtures.
- D. Electrical panel and disconnects.
- E. Telephone rough-in only.
- F. Final electrical connection to equipment that is furnished and installed by others (ie: EF, UH's, OHD's, WH, Furn, CU and air compressor)
- G. Branch circuit wiring in conduit and MC cable.
- H. Conduit, wire and misc material for a complete electrical installation.

Excludes:

- A. All fees and charges associated with Power Company.
- B. All painting and patching.
- C. Telephone cabling.
- D. Temperature control wiring.

We will install the preceding for a sum of: \$25,320.00

Please advise if we can be of further service.

Sincerely,

MEYER ELECTRIC CO., INC.

Leon J. Keller

Leon J. Keller, President

c/o Gary Heet, Vice President-Estimator

6-19-2018

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO PURSUE
PARTICIPATION IN MODOT'S 50/50 COST SHARE PROGRAM FOR THE
IMPROVEMENTS TO THE BROADWAY & HENRY CLAY BLVD. INTERSECTION

WHEREAS, the City of Ashland received a TEAP grant for the study of Broadway and Henry Clay Blvd intersection in January of 2018; and

WHEREAS, the Bartlett and West presented their engineering study of the Broadway and Henry Clay Blvd. Intersection to the Board of Aldermen.

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

WHEREAS, the long term recommended solution is a round-a-bout with an estimated cost of \$1.4 million dollars.

The Board of Aldermen hereby authorizes the City Administrator to pursue participation in MoDot's 50/50 cost share program for the improvements to the Broadway and Henry Clay Blvd. intersection.

Passed and adopted this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

FUTURE TRAFFIC CONDITIONS

All traffic data presented to this point was based on the 2014 traffic counts. Due to the limited nature of the TEAP study, additional traffic counts and a travel demand model was outside the scope of this report. However, to provide the City with some information on how these options may work in the future, growth factors were applied to the 2014 traffic counts and further analyzed.

Typically, traffic studies look at 20-year projections. Therefore, when growth rates were applied to the 2014 counts, 24-years of growth was applied to account for the past 4 years and to arrive at 2038 traffic values. The study considered two different growth rates. A 1% growth rate is a common value used in central Missouri. A 30% increase in traffic was analyzed to simulate the 1% growth conditions. Ashland is a growing community, so a 2% growth rate was also considered, which results in a 60% increase in traffic. The results are summarized in the table below. When evaluating a future traffic projection, a level of surface of C is often considered satisfactory.

	Existing AWSC	Roundabout	Mini-Roundabout	Signal	Improved AWSC
AM Peak					
2014 Traffic Delay (s/veh)	25	7	7	11	22
LOS	C	A	A	B	C
1% Growth Delay (s/veh)	123	11	11	15	90
LOS	F	B	B	B	F
2% Growth Delay (s/veh)	242	33	33	21	197
LOS	F	D	D	C	F
PM Peak					
Intersection Delay (s/veh)	37	6	6	8	20
LOS	E	A	A	A	C
1% Growth Delay (s/veh)	137	8	8	10	68
LOS	F	A	A	B	F
2% Growth Delay (s/veh)	296	11	11	14.5	168
LOS	F	B	B	B	F
Cost	n/a	\$1,318,000	\$790,000	\$665,000	\$119,000

Table 1: Comparison of Proposed Options

As indicated in the table above, the stop-controlled intersections will become more problematic in the future. While the addition of the left-turn lane for westbound traffic is helpful, it still fails in future conditions. Adding the left-turn lane would be a temporary solution to help reduce delay and queue lengths in current conditions and allow the intersection to function at acceptable levels for a slightly longer time, but eventually a new intersection type should probably be considered.

The roundabout works very well for the existing traffic counts and the 1% growth scenario. In the 2% growth scenario, the morning peak does start to become a little more challenging, while the evening

