

COUNCIL BILL NO. 2018-070

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COST SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a cost share agreement with the Missouri Highways and Transportation Commission for the Route M and Henry Clay Blvd. roundabout. The form and content of the Agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 10/18 (MWH)

Route M, Boone County
Project No. J5S3378
City of Ashland

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Ashland (hereinafter, "City").

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 26, 2018, the Cost Share Committee approved the City's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the City of Ashland in the cost of the Commission's Project No. J5S3378.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

The proposed roundabout is located at the intersection of Henry Clay Boulevard and Route M/Broadway.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Central District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(8) PLANS AND CONSTRUCTION: The City shall be responsible for preparation of plans and specifications. The Commission shall be responsible for the right of way incidentals, acquisition, letting, utilities, inspection and construction of the project for the herein improvements. The plans shall be prepared in accordance with and conform to Commission requirements.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the City agrees as follows:

(A) ESTIMATED COST: The estimated total project cost is two million one hundred thirty-four thousand dollars (\$2,134,000) and includes preliminary engineering, preliminary engineering review, right of way, right of way incidentals, utilities, construction, and inspection.

(B) The City shall be responsible for fifty percent (50%) of the total project costs currently estimated to be one million sixty-seven thousand dollars (\$1,067,000). The City is funding the preliminary engineering and will receive a credit for all of the preliminary engineering cost. The City shall provide documentation for the cost of the preliminary engineering in order to receive credit. If the City fails to provide the Commission with such documentation the Commission will be under no obligation to credit the City. The City has applied for a loan from the Missouri Transportation Finance Corporation (MTFC) to finance their obligations under this Agreement totaling one million one hundred thousand dollars (\$1,100,000). The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof. The Missouri Transportation Finance Corporation will deposit three hundred thousand dollars (\$300,000) into the Missouri Highway and Transportation Commission - Local Fund for Right of Way, 5 days after an A-Date is issued on behalf of the City in accordance with the direct loan agreement. The Missouri Transportation Finance Corporation will deposit eight hundred thousand dollars (\$800,000) into the Missouri Highway and Transportation Commission - Local Fund for Construction, 5 days prior to

Commission advertisement on behalf of the City in accordance with the Missouri Transportation Finance Corporation direct loan agreement.

- (C) The Commission will pay for fifty percent (50%) of the total project costs currently estimated at and not to exceed the amount of one million sixty-seven thousand dollars (\$1,067,000). Of this amount, the Commission will provide a total of nine hundred forty-eight thousand dollars (\$948,000) from the Commission's Cost Share Program, with two hundred eighty-seven thousand five hundred dollars (\$287,500) available in State Fiscal Year 2020 and the remaining six hundred sixty thousand five hundred dollars (\$660,500) available in State Fiscal Year 2021. The Central District budget will provide one hundred nineteen thousand dollars (\$119,000) for preliminary engineering review, right of way incidentals and construction engineering.
- (D) The City of Ashland is responsible for all overruns on the project in excess of two million one hundred thirty four thousand dollars (\$2,134,000). The underruns on the project will be returned on the pro-rata share based on their investment between the City and Commission.
- (E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Director of Revenue – Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(10) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the

Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(14) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(15) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment

signed and approved by the duly authorized representative of the City and the Commission.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(21) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: David Silvester, District Engineer
1511 Missouri Boulevard
Jefferson City, MO 65102
Fax – 573-751-8267
Email: David.Silvester@modot.mo.gov

City to: Gene Rhorer
City of Ashland, Mayor
109 East Broadway
Ashland, MO 65010
Facsimile No.: 573-657-7018
Email: Mayor@ashland.mo.us

or to such other place as the parties may designate in accordance with this Agreement.

(22) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ASHLAND

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Exhibit A – Location of Project

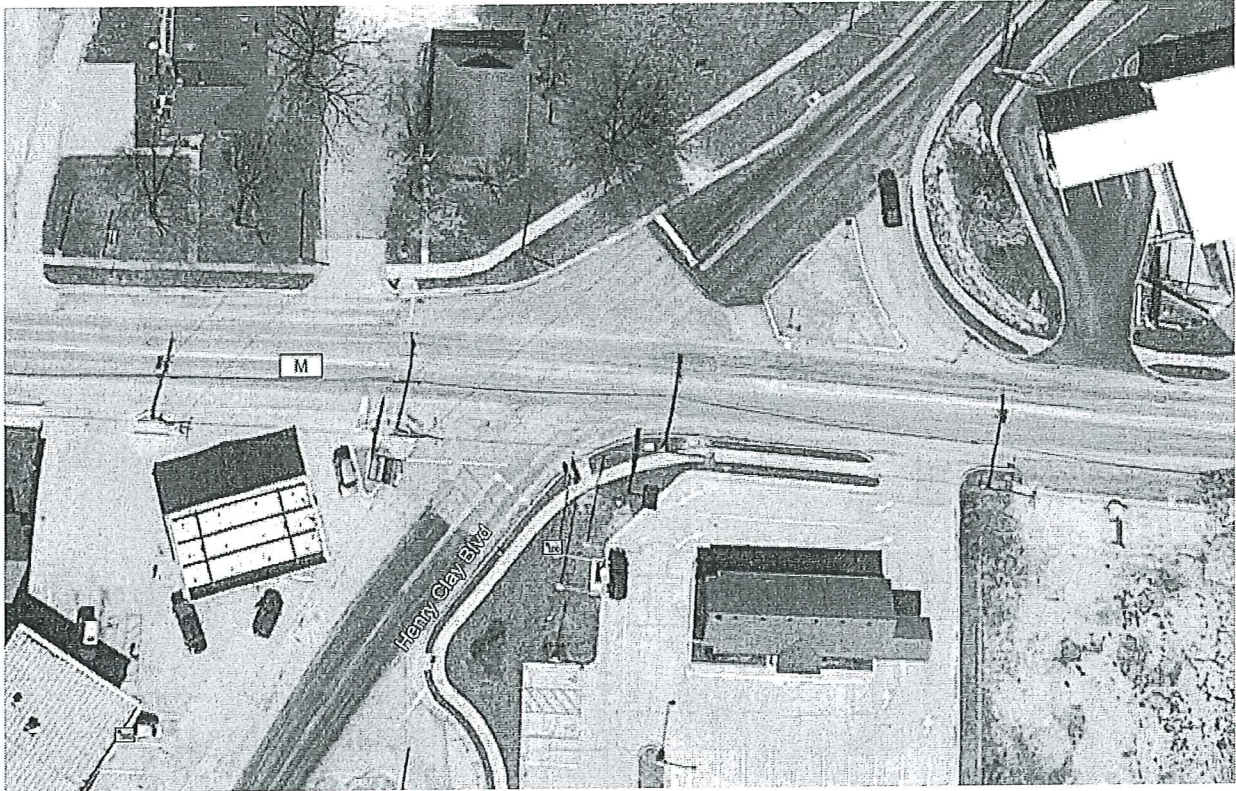


Exhibit B

Project Name: Ashland Henry Clay/Route M Roundabout
MoDOT Project Number: J5S3378
Description: Roundabout at Henry Clay/Route M in Ashland
Total Project Cost Estimate: \$2,134,000
Local Entity: City of Ashland

	Current Estimate	Cost Share/Participation Eligible
Preliminary Engineering	\$140,000	\$140,000
Preliminary Engineering Review	\$10,000	\$10,000
Right of Way Acquisition (including easements)	\$575,000	\$575,000
Right of Way Incidentals	\$25,000	\$25,000
Utilities	\$100,000	\$100,000
Construction	\$1,200,000	\$1,200,000
Construction Engineering	\$84,000	\$84,000
Total	\$2,134,000	\$2,134,000

Project Responsibilities:

Design	City
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities:

District	\$119,000	5.58%
Cost Share Funds	\$948,000	44.42%
City/County	\$1,067,000	50%
Total:	\$2,134,000	100%

How are overruns and underruns handled?

All overruns are to be the responsibility of the City.
 All under runs are to be shared by the City and the Commission based on a pro rata share.

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF ASHLAND, MISSOURI BY ANNEXING UNINCORPORATED AREA; DIRECTING THE CITY CLERK TO GIVE NOTICE OF THE ANNEXATION

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

Section 1. The Board of Aldermen hereby finds that a verified petition was filed with the City on October 01, 2017 requesting annexation of land that is contiguous and compact to the existing corporate limits of the City and that is described in "Exhibit A", which is attached to and made a part of this ordinance. This petition was signed by the owners of the fee interest of record in the land proposed to be annexed. A public hearing was held concerning this matter on November 06, 2018. Notice of this hearing was published more than fourteen days prior to the hearing in a newspaper of general circulation qualified to publish legal matters. At the public hearing all interested persons, corporations and political subdivisions were permitted to present evidence regarding the proposed annexation.

Section 2. The Board of Aldermen determines that the annexation is reasonable and necessary to the proper development of the City and that the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time.

Section 3. The Board of Aldermen determines that no written objection to the proposed annexation has been filed within fourteen days after the public hearing.

Section 4. The Board of Aldermen hereby extends the city limits by annexing the land described in Exhibit "A". Appendix "A" of Chapter 1 of the City Code is hereby amended to include the land described in Exhibit "A."

Section 5. The City Clerk is hereby authorized and directed to cause three certified copies of this ordinance to be filed with the Clerk of Boone County, Missouri and three certified copies with the Assessor of Boone County, Missouri. The City Clerk is further authorized and directed to forward to the Missouri Department of Revenue, by registered or certified mail, a certified copy of this ordinance and a map of the City clearly showing the area annexed into the City.

Section 6. The property described in Exhibit "A" is located in Ward One.

Section 7. 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 (A-1) AGRICULTURAL DISTRICT TO (APC) AIRPORT PLANNED COMMERCIAL DISTRICT

WHEREAS, Public Notice of such was given as prescribed by Missouri State Statute 89.040, and a public hearing was held on Tuesday, October 23, 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 (A-1) Agricultural District to (APC) Airport Planned 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 (A-1) Agricultural District.

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 (A-1) Agricultural District to (APC) Airport Planned Commercial District for the following described property in attached Exhibit "A".

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 (APC) Airport Planned 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 as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RIGHT OF WAY
TRANSFER AGREEMENT WITH HUMMINGBIRD PROPERTIES, LLC

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

Section 1. The Board of Aldermen authorizes the Mayor, on behalf of the City of Ashland, to enter into a Right of Way Transfer Agreement with Hummingbird Properties, LLC.

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

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 APPROVING THE FINAL MAJOR PLAT FOR CARTWRIGHT
BUSINESS AND TECHNOLOGY PARK, PLAT 2

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 Cartwright Business and Technology Park, Plat 2 dated August 27, 2018 at their meeting on October 23, 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 for Cartwright Business and Technology Park, Plat 2 sealed on October 04, 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:

A tract of land located in the Northwest Quarter of Section 26, Township 47 North, Range 12 West, Ashland, Boone County, Missouri and all of lot C3, Cartwright Business & Technology Park Plat No. 1, recorded in Plat Book 51, Page 81, and a tract of land described in deed recorded in Book _____, Page _____ and being part of the land shown in survey recorded in Book 4624, Page 147 and described by the Warranty Deed recorded in Book 4537, Page 36 and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 4 of said Cartwright Business & Technology Park Plat No. 1, said corner, also being on the South right-of-way line state Route H, and with the lines of said Cartwright Business & Technology Park Plat No. 1, S 0°20'35"W, 523.00 feet; Thence S 78°37'15"W, 255.32 feet; Thence S 56°04'40"W, 1291.16 feet; Thence S35°57'25"W, 173.63 feet; Thence S 1°29'45"E, 124.40 Feet to the north right-of-way line of Baldrige Avenue; Thence with said North right-of-way line, 185.46 feet along a 633.00-foot radius non-tangent curve to the left, said curve having a Chord S 89°12'50"W, 184.80 feet; Thence S 80°48'45"W, 29.76 feet; Thence 47.12 feet along a 30.00-foot radius curve to the right, said curve having a Chord N 54°11'15"W, 42.43 feet to the East right-of-way line of Hardwick Lane; Thence with the East right-of-way line of said Hardwick Lane, N 9°11'15"W, 178.65 feet; Thence N 80°48'45"E, 5.00 feet; Thence N 9°11'15" W; 100 feet; Thence S 80°48'45"W, 5.00 feet; Thence N 9°11'15"W, 176.75 feet; Thence N 80°48'45"E, 20.00 feet; Thence leaving said East

right-of-way line; N 4°02'55"W, 191.81 feet to the East line of the tract described in the Deed Recorded in Book_____, Page_____; Thence with the lines of said deed, 212.70 feet along a 380.00-foot radius non-tangent curve to the left, said curve having a Chord S 15°18'30"W, 209.93 feet; Thence S 80°48'45"W, 171.28 feet to a point 143.92 feet left of the centerline station 558+90.61 of U.S. Highway 63; Thence N 13°51'35"E, 340.81 feet to a point 175.82 feet left of centerline station 555+51.38 of U.S. Highway 63; Thence N 16°53'45"E, 279.02 feet to a point 216.25 feet left of centerline station 552+74.80 of U.S. Highway 63; Thence N 25°05'50"E, 539.54 feet to a point 370.27 feet left of centerline station 547+57.86 of U.S. Highway 63, The South right-of-way line of state Route H; Thence with said South right-of-way line S 89°39'25"E, 413.43; Thence N 85°56'40"E, 65.19 feet; Thence N 84°45'20"E, 462.20 feet; Thence S89°39'25"E, 632.82 feet to the point of beginning and containing 40.50 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 AUTHORIZING THE MAYOR TO ENTER INTO THE THIRD
AMENDMENT TO LEASE AGREEMENT WITH ELEMENTS HOME ENERGY
SOLUTIONS, LLC

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,
MISSOURI.

Section 1. The City of Ashland purchased property from Westhoff Rentals LLC on October 16, 2018. The lease agreement is transferable to the City and for all intents and purposes the City is now the Landlord.

Section 2. The Tenant has notified the Landlord of its desire and intent to vacate the premises and terminate the lease prior to the end of the Lease term of December 31, 2018.

Section 3. The third amendment to lease agreement is hereby attached as marked as Exhibit "A".

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 AUTHORIZING THE CITY OF ASHLAND, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION WITH CONNECTIONS BANK, AS LESSOR, WITH RESPECT TO THE CONSTRUCTION OF A NEW CITY HALL FACILITY; AND APPROVING RELATED AGREEMENTS.

WHEREAS, the City of Ashland, Missouri (the “City”) desires to obtain moneys to pay for construction of a new City Hall facility (the “Improvements”); and

WHEREAS, in order to facilitate the acquisition, construction and installation of the Improvements and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a Base Lease (the “Base Lease”), with Connections Bank (the “Lessor”), pursuant to which the City will lease land on which the Improvements are to be located (the “Existing Property”) to the Lessor; and
2. Enter into a Lease Purchase Agreement (the “Lease”), with the Lessor, pursuant to which the City will lease the Existing Property and the Improvements (together, the “Project”) from the Lessor with an option to purchase.

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

Section 1. Approval of the City Documents. The Base Lease and the Lease (the “City Documents”) are hereby approved in substantially the forms submitted to and reviewed by the Board of Aldermen on the date hereof, with such changes therein as are required by the City’s legal counsel and approved by the Mayor, said officer’s execution thereof to be conclusive evidence of the approval thereof; provided that the maximum aggregate principal amount borrowed under the Base Lease and repaid under the Lease shall not exceed \$1,425,000.

The Mayor is hereby authorized and directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City’s seal thereto and attest said seal as may be necessary.

Section 2. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the Project. Without limiting the foregoing, the Board of Aldermen specifically authorizes and directs the prompt payment of all closing costs relating to the City Documents.

Section 3. Effective Date. This Ordinance will take effect and be in full force from and after its adoption by the Board of Aldermen and approval by the Mayor.

[remainder of page intentionally left blank]

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF ASHLAND, MISSOURI THIS NOVEMBER 6, 2018.

[SEAL]

By: _____
Name: Gene Rhorer
Title: Mayor

ATTEST:

By: _____
Name: Darla Sapp
Title: City Clerk

Certified as to correct
Form:

Jeffrey Kays, City Attorney

COUNCIL BILL NO. 2018-070

ORDINANCE NO. 1220

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COST SHARE
AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a cost share agreement with the Missouri Highways and Transportation Commission for the Route M and Henry Clay Blvd. roundabout. The form and content of the Agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

11-06-2018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL PLANNING SERVICES FOR UPDATING THE CITY'S COMPREHENSIVE PLAN WITH STREILER PLANNING, LLC

WHEREAS, the City of Ashland requested qualifications and proposal's for professional planning services for updating the City's Comprehensive Plan; and

WHEREAS, the Board of Aldermen has selected Streiler Planning, 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 Streiler Planning, LLC.

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



AGREEMENT TO PROVIDE PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, made this _____ of October in the year 2018.

BY AND BETWEEN the **City of Ashland, Missouri**, hereinafter called the "Client," and **Streiler Planning, LLC** hereinafter called the "Consultant;"

WHEREAS, the Client desires to secure professional services to update the City's Comprehensive Plan, hereinafter called the "Project;" and

WHEREAS, pursuant to a RFP duly published by the Client (also known in this Agreement as "City"), and distributed to known professional planners, and after a comprehensive review process, Client has selected Consultant to provide professional services for assisting with the completion of the Project.

NOW, THEREFORE, the Client and the Consultant, in consideration of their mutual covenants herein, agree in matters pertaining to performing professional consulting services by the Consultant with respect to the Project and the payment for those services by the Client as set forth below.

ARTICLE I
CONSULTANT RESPONSIBILITIES

The Consultant shall perform for or furnish to the Client professional planning and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the Client's prime Planning Professional on this Project.

The standard of care for all professional planning and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality. Beyond the obligations contained in this Agreement, the Consultant makes no warranties, expressed or implied, in connection with the Consultant's services.

ARTICLE II
SCOPE OF SERVICES

The following scope of services was developed in response to the City's request to update the City's Comprehensive Plan. The Consultant will utilize information in the current 2007 Comprehensive Plan and other related studies, to the extent the information is relevant, accurate and authorized by the City. The Client shall provide the GIS Mapping files and databases as needed for the project maps. The Consultant will be responsible for providing the following planning services.

Task 1.0: Project Initiation

A Kick-Off meeting will be conducted with the advisory committee to review the project schedule, schedule meetings and begin the process of data acquisition. The Consultant will review Ashland's 2009 Comprehensive Plan, the Columbia Regional Airport Master Plan, and any other related land use studies or major development proposals.



Deliverables: Project area base map- including roads and key natural and manmade land use features

Task 2.0: Socio-Economic Analysis (Existing Conditions)

During Task 3 the Consultant will work with City Staff to inventory existing conditions and analyze pertinent land use, transportation, socio-economic, and other relevant economic and demographic information that would aid in the understanding of the study area. The Consultant will review future transportation and land use development plans, locations of any future public improvements, and contact the appropriate agencies and offices to obtain information to help evaluate the environmental, historical, infrastructure, and economic development aspects of the study area. An analysis of Community Tapestry Lifestyles (as compiled by the Environmental Systems Research Institute ["ESRI"]) will be provided to better understand the lifestyles and localized purchasing patterns. The Consultant will prepare a summary of the socio-economic analysis and present the findings in both written and map form. The analysis will include, but is not limited to, the following:

- a. Demographic and Census Data: The project team will compare the City's demographic findings with at least three (3) peer cities, Boone County, the State, and National averages.
- b. Economic Development Factors to include:
 - The latest plans for the Columbia Regional Airport
 - Income analysis
 - Housing analysis
 - ESRI's Community Tapestry Lifestyles.
- c. Existing transportation factors
 - Highways, railroads, airports, parking, & pedestrian/bike accessibility.
- d. Limiting physical and cultural features
 - Rivers, streams, lakes, slope areas, erosive or unstable soils, geology, mines, archaeologically significant areas and historic structures.
 - Major centralized service facilities
 - Public buildings or facilities, institutions, government activity centers, colleges, schools, significant traffic generators, businesses, corporate headquarters, major industry.
- e. Parks and Recreation
 - Deficiencies and/or surpluses in parks and recreation facilities will be identified.
 - Prospective locations for future park facilities, trails and greenways.

The findings from this Task will be used in the development of the Future Land Use Plan and Map addressed in Tasks 4 & 5.

Deliverables: *Existing Conditions Analysis (Chapter 1).*

Task 3.0: Public Engagement

Under this task, the Consultant will work to engage and educate the community to establish an effective foundation for the development, adoption, and implementation of the Plan. The Consultant will conduct up to five (5) stakeholder interviews, one (1) town planning workshop



and up to four (4) meetings with the Planning & Zoning Commission/Oversight Committee. A Critical Issues Report will be prepared summarizing the findings of the public engagement efforts. Progress on this Task will commence with the Project Initiation kick-off meeting. The purpose of the public engagement program is to help raise awareness of the Plan update and disseminate information on the progress of the Plan throughout the planning process. Additional public engagement services will be provided as needed and mutually agreed upon.

Deliverables: *Critical Issues Report (Chapter 2).*

Task 4.0 Vision, Goals and Objectives

This Task includes the review of the current vision, goals, and objectives and the information gathered during the public engagement efforts. Any revisions to the current 2009 goals, objectives or vision will be presented to the Steering Commission for consideration and all approved amendments or additions will be provided in the proposed Comprehensive Plan Update. A key focus of this Task is the development of a citizen-defined vision for the future of the City of Ashland that provides the means and motivation necessary to implement Plan goals and objectives.

Deliverables: *Vision, Goals, and Objectives Report (Chapter 3)*

TASK 5.0 Future Housing & Residential Growth

As part of Task 4, the Consultant will evaluate Ashland's housing stock and identify opportunities to diversify, grow, and preserve the quality and character of the City's housing stock. The Consultant will tour key residential opportunity areas to assess the visual and physical strengths and weaknesses. Emphasis will be placed on compiling a comprehensive view of the development and preservation opportunities and constraints within the City as well as unincorporated portions of the study area. This information will help direct the necessary updates to the existing Future Land Use Plan and Future Land Use Map. The Consultant will identify shortages and surpluses in the current housing stock and identify areas recommended for future low, medium and high density residential development and graphically depict this information on the Future Land Use Map.

Deliverables *Future Land Use Map & Future Land Use Plan Update (Chapter 4)*

TASK 6.0 Future Commercial Growth

As part of Task 5, the same hands-on approach utilized to evaluate future residential land use growth (in Task 4) will be employed to evaluate the City's downtown, existing commercial districts and future commercial, mixed use and industrial opportunity/growth areas. As a part of the future land use analysis performed under Tasks 4 & 5, the Consultant will analyze annual building and occupancy permits for the City as well as the latest regional real estate trends. This information will be used to determine the amounts and types of residential, non-residential and mixed-use development activity that is supportable.

The findings and recommendations from Tasks 4 and 5 will be presented in the Future Land Use Section of the Plan Update. The use of GIS Mapping and data analysis will be used to separate the City into future development, redevelopment and/or preservation areas and shown on the updated Future Land Use Map. Opportunity areas for recommended future infill development, restorative redevelopment and adaptive reuse will be identified along with strategic areas for future new commercial, industrial and residential development. The Future Land Use Map will also identify recommended areas for future open space and parkland. A Future Land Use Matrix will also be developed. The Matrix will provide a description of the



specific types of land uses recommended and shown on the Future Land Use Map. The Future Land Use Map will also be supported by the Future Land Use Plan update which will clearly define and articulate growth management recommendations and sustainable land use principals. To ensure continuity with past planning efforts, the Consultant will retain any relevant information included in the 2009 Comprehensive Plan in the update to the City's Comprehensive Plan.

Deliverables *Future Land Use Map & Future Land Use Plan Update (Chapter 4).*

Task 7.0 Transportation & Public Infrastructure

The Consultant will work with City Staff, State and local transportation authorities to review the current transportation network and any proposed transportation improvement plans. The Consultant will also work with the City's public utility officials and emergency service providers to review existing capacities and service demands. The Consultant will work with the aforementioned entities to obtain measurable indicators such as traffic counts, functional level of service (LOS), accident history, utility capacities, and service area limitations. This information and analysis will provide the basis for updating the City of Ashland's Capital Improvement Program (CIP) and be used to determine the type, density, and location of future growth. Existing and recommended transportation, public facilities, and utility improvements will be presented in written and map form. The intent is to provide a needs assessment for future transportation enhancements and public infrastructure upgrades/extensions to better position the City to take advantage of future grants, technical assistance, and other funding necessary to implement Plan recommendations.

Deliverables: *Future Transportation and Public Facilities Summary (Chapter 4)*

TASK 8.0 IMPLEMENTATION PROGRAM

This work component will identify key resources and strategies for implementing the vision, goals and objectives included in the Comprehensive Plan Update. The consultant will utilize a variety of traditional and non-traditional tools and approaches for guiding community development and revitalization. The following issues will be addressed by the Consultant in the Implementation Program Strategies:

- a. The Consultant will draft the Plan in a manner that increases the City's likelihood of obtaining local, state and federal grants and other types of economic assistance.
- b. The Consultant will provide strategies to attract and promote the latest trends in housing, retail development, tourism, neighborhood stability and active lifestyle/healthy city initiatives.
- c. The Consultant will recommend regulatory updates and/or strategies to make the City's Zoning Code consistent with the Comprehensive Plan.

Deliverables: *Implementation Strategies (Chapter 3)*

TASK 9.0: Finalize Updated Comprehensive Plan

The final product, the "Ashland Comprehensive Plan Update", will be the synthesis of efforts and research into providing the client with a workable, sound document, fine tuned to the desired future of the City of Ashland and the immediate planning area. The first draft will be distributed for review by the Planning Commission and later presented to the Board of Aldermen. All suggested revisions and alterations will be completed and presented in the final Plan. The Comprehensive Plan Update will include the following Sections:



- Executive Summary & Introduction
- Existing Conditions
- Critical Issues Report
- Goals, Objectives & Implementation
- Future Land Use
- Appendix

Task 10.0 Public hearing: "If the Citizens own it...they will support it"

The Consultant will present the Plan Update and address questions during a public hearing. The intent of this task is to raise awareness of the Plan Update and empower City Officials and the community to take ownership of the Plan and assist with its implementation. Following final adoption, any final revisions will be made and the Consultant will submit the final Plan Update and all maps in a format compatible with the City's software.

**ARTICLE III
SCHEDULE**

The Consultant will perform the services described in the Scope of Services for Tasks 1-10 within twelve (12) months of the Kick-Off Meeting.

**ARTICLE IV
COMPENSATION**

The Client shall compensate the Consultant in the amount not to exceed \$45,000, forty-five Thousand Dollars, excluding indirect expenses, for performing the work described in Article II Scope of Services. Payments posted after May 1, 2019 are dependent upon the Board of Aldermen approving the expenditure in the 2020 Budget. Additional services, and any out-of-pocket expenses for the work outlined herein or additional services, may be provided and incurred as directed by the City and mutually agreed upon by the Consultant and Client.

Hourly services, if any, may be provided beyond the fee and scope, as directed by the Client and agreed upon by the Consultant. Any work done beyond Article II shall be authorized by the Client, in writing, before the additional work commences. Should the Consultant perform additional services as directed by the Client beyond those specified in Article II, compensation will be billed on an hourly basis. The Consultant, as a condition to payment of additional hourly services shall first notify the Client that the services requested or contemplated by the Client falls outside the scope of services in Article II, and provide the Client a reasonable estimate of the cost of the work so requested. Mr. Streiler's 2019-2020 rate is \$120.00/hour for general Planning Advisory Services.

A statement shall be submitted to the Client every 30 days including the services performed and other expenses for work specifically requested by the City and outlined in Article II. Payment is due no later than 30 days after the date of the Consultant's statement. If payment is not made in a timely manner, the Consultant reserves the right to discontinue work until payment is received. The Consultant shall own the reports, opinions, or materials which result from the assignment until paid for by client.



The Consultant shall report to and serve at the will of the City Administrator and shall receive compensation for services as provided herein. The Client may retain the Consultant for additional professional services as needed subject to the terms of this Agreement

ARTICLE V
MISCELLANEOUS PROVISIONS

This Agreement shall be effective until the 31st day of December, 2019 or upon project completion, whichever comes last; PROVIDED, HOWEVER, the City may terminate this Agreement at any time and for any reason by giving to the Consultant a notice in writing. In the event the City terminates this Agreement as herein provided, the City agrees to pay the Consultant a proportionate amount of the sum to be paid to the Consultant under the first sentence of Article IV of this agreement, said proportionate amount to be agreed upon by City and Consultant after good faith discussion based upon the percentage of work elements described in Article II "Scope of Work" which have been satisfactorily completed.

This Agreement shall be governed by the laws of the State of Missouri. The Consultants only liability for performance of this assignment shall be limited to claims directly attributable to the failure of the Consultant to exercise the degree of skill and performance normally exercised by qualified persons performing similar functions. The amount of the Consultant's liability shall not exceed the total amount of the Consultant's fees under this Agreement. In no event shall the Consultant or Client be liable for loss of earnings, loss of profits, loss of interest, judgments, awards, or contribution thereto, or any other special or indirect damage, however caused.

The Consultant agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any acts or omission of the Consultant, its subcontractors, agents, servants or employees.

The Consultant agrees not to subcontract any of the work required by this contract without prior written notice to the City.

CONSULTANT:

CLIENT:

Streiler Planning, LLC

City of Ashland, Missouri

Date: _____
Todd M. Streiler, Principal

Date: _____
Gene Rhorer, Mayor

ATTEST

Date: _____
Darla Sapp, City Clerk

11-06-2018

A RESOLUTION TO AUTHORIZE THE DISPOSAL OF EXCESS PROPERTY OWNED BY THE CITY OF
ASHLAND

WHEREAS, the City Staff finds the following property owned by the City of Ashland, Missouri to be in excess of the City's needs; and

WHEREAS, the City Staff recommends the Board of Aldermen authorize the donation of the following property to the Missouri Surplus Property:

- 7 old style lightbars w/ various parts, controls, cables, etc.
- Multiple outdated style uniforms (approx. 4-6 large bags of such)
- Miscellaneous outdated police electronics (dash camera parts, emergency equipment and controls, etc.)
- 2 CD format digital cameras w/ cables, etc.
- 3 outdated desk telephones
- Multiple expired ballistic vests w/ carriers

The following property will be disposed of:

Multiple outdated style uniforms (approx. 4-6 large bags of such)

Section 1. The Board of Aldermen declares the property to be in excess of the City of Ashland needs and authorizes the sale of the above listed property.

Passed and approved this 6th day of November 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk