



**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, DECEMBER 18, 2018
7:00 P.M.**

Call regular meeting to order

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 12-18-2018 agenda: **Action:** _____
2. Consideration of the 12-04-2018 meeting minutes: **Action:** _____

PUBLIC COMMENTS

3. Anyone wishing to appear before the Board

APPOINTMENTS

4. None

COUNCIL BILLS

5. Council Bill No. 2018-076, an ordinance approving the Final Plat for Forest Park Plat No. 1. First reading by title only. **Action:** _____
6. Council Bill No. 2018-077, an ordinance approving the Final Minor Plat for West Oaks Estates. First reading by title only. **Action:** _____
7. Council Bill No. 2018-078, an ordinance authorizing the sale of real estate owned by the City of Ashland, Missouri, a Municipal Corporation, to Winscott Construction and Excavating, Inc. located off of Redbud Lane. First reading by title only. **Action:** _____

ORDINANCES

8. Ordinance No. 1232, an ordinance approving the Final Plat for Forest Park Plat No. 1. **Action:** _____
9. Ordinance No. 1233 an ordinance approving the Final Minor Plat for West Oaks Estates. **Action:** _____

10. Ordinance No. 1234, an ordinance authorizing the sale of real estate owned by the City of Ashland, Missouri, a Municipal Corporation, to Winscott Construction and Excavating, Inc. located off of Redbud Lane. **Action:** _____

RESOLUTIONS

11. A resolution authorizing a payroll adjustment for the City Treasurer. **Action:** _____
12. A resolution of intent to award the contract to RC Contracting LLC for the Main Street Sidewalk Improvements. **Action:** _____
13. A resolution authorizing the selection of an architectural firm for the design of a new City Hall and authorizing the City Administrator to negotiate a contract.
Action: _____
14. A resolution to authorize the disposal of excess property owned by the City of Ashland.
Action: _____

OTHER

15. Establishing meeting room policies
16. Acceptance of the resignation from Cindy Wills from the Parks and Recreation

DISCUSSION

17. Discussion of Agreement with the Ashland Optimist Club Pool

REPORTS

18. Mayor's Report
19. City Administrator's Report/Police Chief
20. City Attorney's Report
21. Board of Aldermen's Report
22. 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: 12-14-2018@ _____

City Hall and website: www.ashlandmo.us

TUESDAY, DECEMBER 04, 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 December 04, 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-absent
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief/City Administrator Jeffrey Kays, City Attorney, Shelley Martin, Treasurer/Deputy City Clerk and Carrie Fischer, Administrative Assistant.

Mayor Rhorer presented the agenda of December 04, 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 November 20, 2018 Board meeting 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.

Don Jenkins representative from Meco Engineering Company, Inc. gave an update on bids for the Main Street Sidewalk Project. He informed the Board that we received a total of eleven bids. He gave an overview the top three contractors and bid amounts. Mr. Jenkins stated that the top three were within 3% of the engineer estimate. He stated the low bidder was RC Contracting LLC, for \$283,484.34 and they have no work experience with the company. He stated they have been pre-qualified by MoDot. Lyn Woolford, City Administrator stated that with the MoDot grant we have to go with the lowest most responsive bid. Don Jenkins reported at the next Board of Aldermen meeting we will have on the agenda to approve the bid and submit a letter to MoDot asking for their concurrence on acceptance of the bid.

Mayor Rhorer asked if anyone wished to appear before the Board to come to the podium and state their name and place of residence on any subject.

Mayor Rhorer presented Council Bill No. 2018-075 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2018-075, an ordinance authorizing the Mayor to enter into an amendment to the right of way transfer agreement with Hummingbird Properties, LLC. First reading by title only. Mayor Rhorer called for questions or comments. Jeff Kays, City Attorney stated the City needs to retain an easement to maintain current roadway then we will terminate the easement at that time Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1226 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1226, an ordinance to amend Chapter 10: 2012 International Residential Building Code Addendums of the Boone County Resource Management;

Section 302.2 Townhouses. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator reported that Corey Sapp informed him if we reduce the two hour firewall then anything like a tri-plex or four plex will require a sprinkler system. He stated that a single family or duplex would not be required to have a sprinkler system in it. Mayor Rhorer stated he is not in favor of changing this requirement. He did not feel the one-hour firewall versus the two-hour firewall would make that much of a cost difference to the contractor. The Board discussed the difference between a one-hour firewall and two-hour firewall requirement versus the cost of a sprinkler system. Lyn Woolford, City Administrator reported that Bruce Bauer brought this to our attention for consideration. Mayor Rhorer called for the vote. Alderman Lewis-nay, Alderman Bronson-nay, Alderman Clay-nay, Alderwoman Martin-nay, Alderman Sapp-nay, Alderman Sullivan-absent. Mayor Rhorer stated the motion failed.

Mayor Rhorer presented Ordinance No. 1228 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1228, an ordinance to change the zoning of a parcel of land from R-S, Single Family (County) to C-G, General Commercial District for Ashland Commons, LLC. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1229 consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1229, an ordinance authorizing the appropriation of funds of certain accounts within the fiscal year 2019 Budget. Mayor Rhorer called for questions or comments. Shelley Martin, Treasurer stated nothing has changed from last reading. Lyn Woolford, City Administrator stated these are line item adjustments. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1230 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1230, an ordinance authorizing the Mayor to execute an agreement with Missouri Highways and Transportation Commission Municipal and Cost apportionment agreement. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator explained if the Board approves the \$225,000.00 it will be the only money used on street projects for the fiscal year 2019-2020 Budget year. He explained that we do not have the funds in the street department line item but can use from that general fund. Shelley Martin, Treasurer stated in theory we would be deficit spending. She stated she proposed to have some meetings to talk about the major projects in each fund. She stated we will not recoup the funds until the mid to end of the next fiscal year when the funding sources comes in. Mayor Rhorer gave an overview of the financial list of major projects: force main, sewer plant, Henry Clay/Broadway roundabout, build a new City Hall, downtown parking areas, Main Street sidewalk project and a new water building. The Board discussed at length the improvement to the downtown parking and participating in this with MoDot. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1231 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1231, an ordinance authorizing the Mayor to enter into an amendment to the right of way transfer agreement with Hummingbird Properties, LLC. First reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer reported we could skip the sewer billing adjustment for Cartwright Technologies it is taken care of.

Mayor Rhorer stated at the last meeting there was discussion on establishing a three-minute time limit under appearance that Alderman Bronson suggested. Alderman Bronson stated we do not have any rules on the time limit under appearances and felt we need to have. Mayor Rhorer stated if we have a time limit, we would need a clock for everyone to see. He suggested a 5-minute time limit. Alderman Lewis was not in agreement with setting a time limit and stated he liked the informal atmosphere of our meetings. He stated he has not seen any abuse of speakers and he commended the Mayor on keeping people on track when speaking and moving it on. He stated if we make a time limit he suggested 15-minute time limit. He was against sacrificing our openness. Mayor Rhorer stated he sees both sides of establishing a time limit. Alderman Lewis suggested having an informal six-month count on speakers and see if there is a need for a time limit to be established. The Board discussed this at length. Mayor Rhorer took a count from the Board of Aldermen if they wished to pursue this. Alderwoman Martin and Alderman Lewis did not wish to pursue this. Alderman Sapp, Alderman Bronson and Alderman Clay did wish to pursue this. Mayor Rhorer asked that this be placed on the next agenda for consideration.

Mayor's Report:

Mayor Rhorer stated we need to be mindful of the city budget. He also commended Chief Woolford for being voted America's Favorite Crossing Guard by the community. Lyn Woolford stated he won the most votes but needs to go through a judging process.

City Administrator/Police Chief Report:

Lyn Woolford, City Administrator gave an overview of the utility adjustments for the month.

He updated the Board on the Main Street Sidewalk project might be done before the end of the school year. Don Jenkins of Meco Engineering stated it would be 150 days from the start date of the project. Alderman Lewis questioned the construction of the sidewalk and the YMCA on Main Street. The Board discussed this and Don Jenkins stated a change order for the reduction if the YMCA driveway comes off the sidewalk plans. Lyn Woolford stated he is not aware if their plans are to come off Main Street or off East Liberty Lane.

He informed the Board the Water Department Building construction has been completed with the exception of Meyer Electric changing a G.F.I. plug.

Lyn Woolford discussed the slick streets this morning. He reported the gear box went out of the one of the trucks and no salt was being distributed. He stated he directed traffic at the school and had two additional officers doing traffic control to help alleviate the traffic off of Broadway. He stated they had no vehicle crashes reported.

Lyn Woolford gave an update on the sewer plant construction. Lyn Woolford reported we are having some issues with the Lakeview pump. Russell Gerling with Alliance Water Resources was present and he explained that JCI is going to pull the pump and see if they can find the issue.

He gave an overview of the quarterly animal control billing.

Lyn Woolford stated we have put request for qualifications for Architect firms for the design of the new City Hall. He reported some of the staff rated them and there is a tie. He asked if the any of the Board members wished to be involved. Alderman Lewis and Alderman Sapp volunteered to review the request for qualifications.

He informed the Board that Golden Windmill Mobile Home Park has new owners. He stated the new owners would like to discuss infrastructure in the mobile home park. He stated the City does not provide

infrastructure for any developer. Mayor Rhorer stated it is the developer's responsibility to build and they turn it over to the city if it meets our standards.

Lyn Woolford reminded the Board of Aldermen of the Christmas tree lighting and parade on Friday night. He stated the City would have a trailer for the City Officials to ride on. Mayor Rhorer invited each Board member to attend. Lyn Woolford stated the lineup would be at the south campus of the school at 6:00 p.m. He reminded them the tree lighting is at the park.

City Attorney report:
Jeffrey Kays did not have a report.

Board of Aldermen's Reports:
Alderman Sapp commended the Police Department for monitoring the speed limit around the schools.

Alderman Bronson made motion and seconded by Alderman Clay to go into executive session pursuant to chapter 610.021 (3) personnel matters with a 10 minute recess. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Sullivan-absent. Motion carried.

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

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

Darla Sapp, City Clerk

Gene Rhorer, Mayor

MEMORANDUM

DATE: December 12, 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 Final Major Plat No. 1, Forest Park, on E. Route Y for P & M Properties, LLC, Parcel ID # 24-600-00-00-003.00 01, to the City of Ashland Board of Aldermen.

Megan Young
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL MAJOR PLAT FOR FOREST PARK PLAT 1

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the Forest Park Plat 1 at their meeting on December 11, 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 Forest Park Plat 1, sealed August 13, 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 survey and subdivision for Forest Lake, Inc., A tract of land located in the East half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 14 Township 46 North Range 12 West, Ashland, Boone County, Missouri and being part of the land described by the Warranty Deed recorded in Book 1116 Page 37 and being Tract 2 of the survey recorded in Book 4874, Page 122 and being more particularly described as follows:

Commencing at the North Quarter corner of said Section 14, as described in land corner form document number 600-55673; Thence with the East Line of the Northwest Quarter of said Section 14, S 3°46'05"W, 664.20 feet to the point of beginning:

Thence from the point of beginning and continuing with the East Line of said Northwest Quarter, S 3°46'05"W, 1602.94 feet; Thence leaving said East line, N 76°41'50"W, 321.42 feet; Thence N 22°52'10"W, 303.79 feet; Thence N 1°48'20"E, 268.33 feet; Thence N 23°54'45"W, 317.29 feet; Thence S 89°19'45"W, 336.54 feet; Thence N 35°26'35"W, 152.35 feet; Thence N 11°12'45"E, 125.00 feet; Thence 82.37 feet along a 200.00-Foot radius, Non-Tangent curve to the left, said curve having a chord S 89°24'50"W, 81.78 feet; Thence N 13°34'15"W, 175.02 feet; Thence S 68°07'05"W, 116.59 feet; Thence N 37°08'50"W, 168.12 feet; Thence N 12°01'55"W, 242.76 feet; Thence S 87°54'15"E, 1441.06 feet to the point of beginning and containing 28.91 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

MEMORANDUM

DATE: December 12, 2018

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

The Planning and Zoning Commission recommends the approval of the Minor Subdivision Plat for West Oaks Estates on parcel ID # 24-203-00-00-002.00 on Jameson Dr. for Kevin Schweikert, to the City of Ashland Board of Aldermen.

Megan Young
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL MINOR PLAT FOR WEST OAKS ESTATES

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 final minor plat for West Oaks Estates at their meeting on December 11, 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 minor plat of West Oaks Estates sealed November 06, 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 located in the Southeast Quarter of Section 9, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri, and being part of the Survey recorded in Book 704, Page 611 and being the tract described by the Deed in Book 4944, Page 131 both of the Boone County Records and being more particularly described as follows:

Beginning at the Northwest corner of Lot 103 of Sunset Meadows Plat 2 as shown in Plat Book 50, Page 63 of the Boone County Records; Thence with the lines of the tract shown by said Survey in Book 704, Page 611, N 02°42'00"E, 1590.30 feet; Thence S 88°07'50"E, 647.80 feet; Thence S 02°42'00"W, 1190.65 feet to a point on the North line of said Sunset Meadows Plat 2 as shown in Plat Book 50, Page 63; Thence with the North line of said Sunset Meadows Plat 2 N 87°43'50"W, 279.06 feet; Thence S 35°16'40"W, 203.36 feet; Thence S 15°20'00"W, 170.24 feet; Thence S 75°19'15"W, 232.51 feet to the point of beginning and containing 19.98 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 SALE OF REAL ESTATE OWNED BY THE CITY OF ASHLAND, MISSOURI, A MUNICIPAL CORPORATION, TO WINSCOTT CONSTRUCTION AND EXCAVATING, INC. LOCATED OFF OF REDBUD LANE

WHEREAS, the City of Ashland, Missouri does not see a need for this real estate now or in the future.

WHEREAS, the existing property required regular maintenance (mowing, etc.) which used City resources; and

WHEREAS, it has been determined to be in the City's best interest for the transfer of the property to the new owner and place it back on the tax roll; and

WHEREAS, the buyers expressed a desire to purchase real estate located off of Redbud Lane and further described in Exhibit A attached.

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

Section 1. Real Estate to be Conveyed. That in accordance with the terms of this ordinance, the Mayor of the City of Ashland, Missouri, are authorized to execute the attached real estate contract conveying to Winscott Construction and Excavating, Inc. the described real estate located in the City of Ashland, Missouri.

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

Dated this _____ day of December _____.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

Tom Schauwecker Assessor

Parcel 24-220-00-02-024.00 01 Property Location BASS ST

City ASHLAND (02)	Road COMMON ROAD DISTRICT (CO)	School ASHLAND (R1)
Library COL BC LIBRARY (L4)	Fire SOUTHERN BOONE COUNTY (F2)	

Owner CITY OF ASHLAND (THE)	Subdivision Plat Book/Page	
Address PO BOX 135	Section/Township/Range	10 46 12
Care Of	Legal Description	GAYS ADDITION BLK 1 LOTS 10 & 11 & 9 & W10' OF VAC BASS ST SUR 38/89
City, State, Zip ASHLAND, MO 65010	Lot Size	225.00 × 200.00
	Irregular Shape	
	Deeded Acreage	.00
	Calculated Acreage	.00
	Deed Book/Page	3582 0100 1440 0954

CURRENT APPRAISED

Type	Land	Bldgs	Total
XA	11,200	11,400	22,600
Totals	11,200	11,400	22,600

CURRENT ASSESSED

Type	Land	Bldgs	Total
XA	0	0	0
Totals	0	0	0

RESIDENCE DESCRIPTION

Year Built	2000
Use	
Basement	0 Attic 0
Bedrooms	0 Main Area 0
Full Bath	0 Finished Basement Area 0
Half Bath	0
Total Rooms	0 Total Square Feet 0

Boone County Assessor

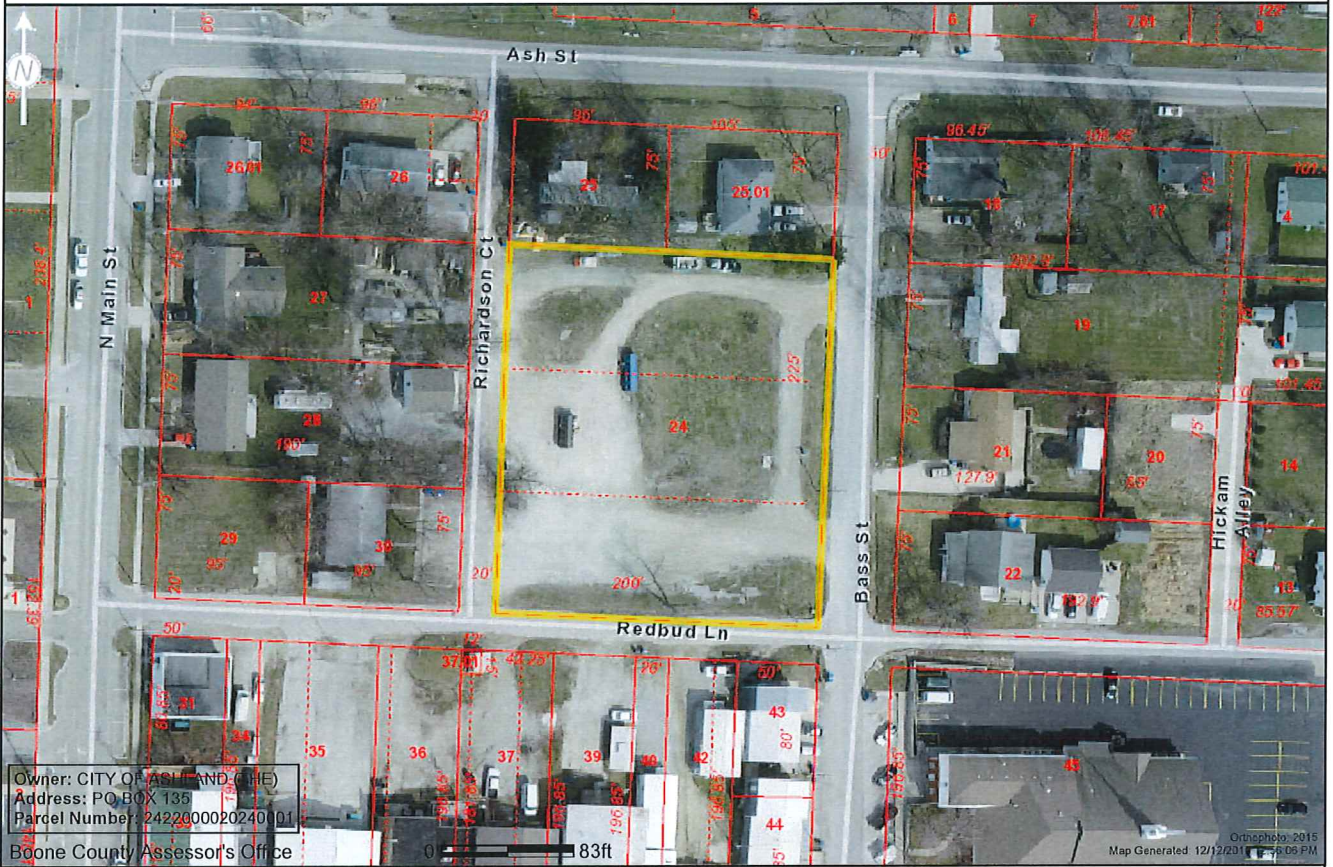
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



ATTENTION!!

DISCLAIMER, READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

COUNCIL BILL NO. 2018-078

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE CITY OF ASHLAND, MISSOURI, A MUNICIPAL CORPORATION, TO WINSCOTT CONSTRUCTION AND EXCAVATING, INC. LOCATED OFF OF REDBUD LANE

WHEREAS, the City of Ashland, Missouri does not see a need for this real estate now or in the future.

WHEREAS, the existing property required regular maintenance (mowing, etc.) which used City resources; and

WHEREAS, it has been determined to be in the City's best interest for the transfer of the property to the new owner and place it back on the tax roll; and

WHEREAS, the buyers expressed a desire to purchase real estate located off of Redbud Lane and further described in Exhibit A attached.

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

Section 1. Real Estate to be Conveyed. That in accordance with the terms of this ordinance, the Mayor of the City of Ashland, Missouri, are authorized to execute the attached real estate contract conveying to Winscott Construction and Excavating, Inc. the described real estate located in the City of Ashland, Missouri.

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

Dated this _____ day of December _____.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney



Contract for Sale of Vacant Land

1 This Contract is made between City of Ashland (The) ("Seller")
2 and Winscott Construction and Excavating, Inc. ("Buyer"). The
3 "Effective Date" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

4 **1. PROPERTY.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if
5 no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a Survey
6 pursuant to Section 6 below). Such real estate, together with all existing improvements located thereon (including all permanently attached
7 equipment and fixtures not specifically excluded below) and all rights, privileges and easements appurtenant thereto, and any items of personal
8 property specifically included below, are collectively referred to herein as the "Property." Legal Description is:
9 GAYS ADDITION BLK 1 LOTS 10 & 11 & 9 & W10' OF VAC BASS ST SUR 38/89

10 (Check box if legal description attached)

11 10 46 12 Bass St. Ashland MO 65010 County
12 Section Township Range Street Address City Zip Code County

13 **2. INCLUSIONS AND EXCLUSIONS.** The Purchase Price and the Property includes (but is not limited to) all permanently attached
14 equipment and fixtures not specifically excluded below which now exist and are located on the real estate, all of which Seller warrants to convey
15 free and clear. Note: This Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for
16 what is included in this sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to
17 question.

18 The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):
19 _____
20 _____

21 The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller such as satellite dish
22 equipment): _____
23 _____

24 **3. PURCHASE PRICE.**

25 \$ 160000.00 is the "Purchase Price" for the Property and is to be paid by Buyer as follows:
26 \$ 1000.00 as "Earnest Money" in the form of (check one):

27 personal check cashier's check other _____, to be supplied at the time of original delivery hereof as set
28 forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days
29 after the Effective Date in an escrow account with Boone Central Title ("Escrow Agent").
30 Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall
31 pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

32 **4. CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price,
33 together with all other documents and Funds required by this Contract, the "Closing") at the office of
34 Lender or Title Company ("Closing Agent") in

35 Ashland or Columbia, MO, on February 6th, 20 19 (the "Closing Date").
36 City State Month Day

37 Possession and all keys will be delivered to Buyer at (check one) Closing or other _____.

38 Note: If possession is to be transferred on a day other than day of Closing, if temporary access to the Property for a limited purpose is to be
39 made available prior to Closing, or if the Property is tenant occupied, then the parties should complete and attach an appropriate rider(s).
40 Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

41 Unless specified otherwise. Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in possession
42 pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or
43 repairs required by this Contract), ordinary wear and tear excepted.

44 **5. FINANCING/APPRaisal.** (Check all applicable boxes)

45 Note: A lender's loan approval process may not include a traditional appraisal. Different types of "appraisals" are available and underwriting
46 requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at the Purchase
47 Price, Buyer should check box A and complete the following.

48 **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by
49 an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also contingent on
50 financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the
51 appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no
52 later than 45 days (25 if none stated) after the Effective Date. Note: MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If
53 Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written
54 agreement to reduce the Purchase Price as requested within 5 days (5 if none stated) after delivery of the Appraisal Notice to Seller (the
55 "Appraisal Resolution Deadline"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8)
56 unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. Note: MSC-2020N

57 (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be
58 proportionately reduced.

59 **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

60 **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

61 **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a
62 credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good
63 faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to
64 obtain a loan on the terms described below, by 5:00 p.m. on the date (the "**Loan Contingency Deadline**") which is 15 days (15 if none stated)
65 after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned
66 upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or
67 before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph
68 and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or
69 MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely
70 provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money
71 to be returned to Buyer (subject to §8).

72 (Complete one or both) Loan amount: 80 % of the Purchase Price, or \$ _____.

73 Initial interest rate not to exceed: prevailing rate %. Amortization term 10 years.

74 Rate Type (check one): Fixed Adjustable Other: _____

75 Other terms (N/A if blank): _____

76 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all
77 Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

78 **6. TITLE AND SURVEY.** At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as
79 directed by Buyer, by (unless otherwise specifically agreed) (check one): general warranty deed special warranty deed, or other
80 _____ (the "**Deed**") in properly

81 executed and recordable form.

82 Within 10 days (10 days if none stated) after the Effective Date (check applicable box below):

83 **A.** Seller shall deliver to Buyer, a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title insurance in the
84 amount of the Purchase Price (the "**Owner's Policy**") both at Seller's cost.

85 **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

86 **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

87 (Specify if otherwise) _____

88 **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

89 The Title Commitment shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's
90 possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also
91 obtain a survey of the Property ("**Survey**") to determine if there are any defects, encroachments, overlaps, boundary line or acreage
92 discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike **Note: Buyer should consult**
93 **with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer. MSC-2500**
94 **(Survey/Elevation Certificate Order Form) may be used to indicate Buyer's selection as to the type of survey or service to be provided and**
95 **the company which is to perform the same, or to indicate Buyer's waiver of this right.**

96 Buyer shall have 20 days (20 days if none is stated) after receipt of the Title Commitment to review the same, including all subdivision, use
97 and other restrictions, rights of way and easements, and all other recorded documents referenced therein which Buyer may desire to obtain (the
98 "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the
99 Survey ("**Objections**"); provided, however that if box 6D is checked then Buyer shall have 20 days (20 days if none is stated) after the
100 Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller.
101 Buyer's failure to timely deliver Notice to Seller of any Objections within the applicable Review Period will constitute a waiver by Buyer of
102 any Objections. **Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Title or Survey Objections, responses**
103 **thereto and the resolution thereof.**

104 If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.
105 Seller shall have 7 days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior to
106 Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within 3 additional
107 days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without
108 correction of such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to**
109 **agree to correct any such Objections.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer
110 (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination
111 charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing and any existing lien (other
112 than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds.
113 Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which
114 Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and
115 specifically including all laws and zoning ordinances, are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy
116 must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such
117 coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued.

118 **7. INSPECTIONS.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property from any qualified inspector,
119 contractor, appraiser or consultant that Buyer or its lender may engage, as deemed necessary by Buyer or its lender, including but not limited to
120 the condition or presence (if any) of: environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water
121 treatment systems; electrical systems and equipment; gas lines; soils and drainage. Except as set forth in Section 6 with respect to Survey and
122 Title Objections, Buyer may also review additional property data, including but not limited to zoning regulations; general taxes; school district;

123 and insurability of the Property (“**Additional Property Data**”). **NOTE:** The availability of the insurance must be ascertained during the
 124 Inspection Period, including but not limited to homeowner’s and flood insurance, as well as the possibility that premiums may increase over
 125 the amount of premiums previously charged for insurance coverage(s). Buyer should also contact law enforcement officials for information
 126 pertaining to whether registered sex offenders or other convicted criminals reside in the area.

127 Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable Notice to Seller and to
 128 allow Buyer to perform such inspections; provided that such investigations do not unreasonably disrupt the operation of the Property or Seller’s
 129 business and/or cause any material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller’s behalf has
 130 made, nor do they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income, expenses,
 131 operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The
 132 results of any inspection or test and the reports and conclusions of Buyer and Buyer’s representatives shall be kept confidential (except as
 133 required by law) by Buyer and Buyer’s representatives; provided that Buyer may disclose such items to Buyer’s attorney, accountants, lenders
 134 and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain, and shall cause any contractor
 135 or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing any inspection at the Property.

136 Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of
 137 unacceptable condition(s) (the “**Inspection Notice**”, See *MSC-2050N*) within 12 days (*10 days if none stated*) after the Effective Date (the
 138 “**Inspection Period**”). (*Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice*
 139 *should include all matters unacceptable to Buyer*). Buyer agrees to immediately repair any damage to the Property and to indemnify and hold
 140 Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs
 141 resulting from these inspections. Buyer’s obligations under this Section shall survive termination of this Contract. If Seller has not received
 142 an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely
 143 Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable
 144 conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the Contract with the Earnest
 145 Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any
 146 condition any inspection may have disclosed.

147 If this Contract is not terminated as provided above, Seller shall have 7 days (*7 days if none stated*) after Seller’s receipt of the Inspection
 148 Notice (the “**Initial Response Period**”) in which to respond in writing to Buyer’s Inspection Notice. (*Note: If Seller fails to timely respond to*
 149 *Buyer’s Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary*
 150 *adjustment at Closing*). The parties shall have an additional 3 days (*3 days if none stated*) after Buyer’s receipt of Seller’s response to
 151 Buyer’s Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary
 152 adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money
 153 shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct those items submitted
 154 by Buyer for correction during the Inspection Period at Seller’s expense, or a written commitment by Buyer to accept the Property without
 155 correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an “agreement” for purposes of this paragraph,
 156 even after earlier negotiation failed to produce an agreement. *Note: A monetary adjustment may affect the terms of Buyer’s loan (e.g., down*
 157 *payment, interest rate). Failure to correct a physical defect may affect Buyer’s ability to obtain any required occupancy permit.*

158 Buyer and all Brokers may be present during any inspections and the “walk-through”. Such presence shall only serve to assist in the coordination
 159 of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or
 160 understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate
 161 expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any reports,
 162 records or other inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the
 163 selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services may be offered
 164 by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such
 165 inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title
 166 or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance,
 167 liability insurance, business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged
 168 to utilize for MSC-2045 (“Buyer’s Inspection Authorization”) to facilitate and coordinate this process. *Note: Pursuant to Missouri law, a real*
 169 *estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship*
 170 *disclosure Section below, collectively, the “Brokers”), shall be immune from liability for statements made by engineers, land surveyors,*
 171 *geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home*
 172 *inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with*
 173 *whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew*
 174 *prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A*
 175 *licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any*
 176 *Seller’s disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was*
 177 *false or acted in reckless disregard as to whether the statement was true or false. A licensee acting as a courier of documents referenced in*
 178 *this section shall not be considered to be making the statements contained in such documents.*

179 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other terms
 180 of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, “**Escrow Holder**”)
 181 shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it (“**Escrow Items**”) without the
 182 written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent,
 183 Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties consenting
 184 to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment
 185 and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal
 186 expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be
 187 required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other
 188 escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required by §339.105.4
 189 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby
 190 authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing

191 Date (absent receipt of the written consent of all parties as set forth above). *Note: An Escrow Holder who is not a licensed real estate broker*
 192 *is not necessarily bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract*
 193 *regarding any Escrow Items. If Escrow Holder requires that a separate escrow agreement be executed by the parties, then those separate*
 194 *terms may supersede the foregoing and control.* In any reference in this Contract (including any attached rider) to the return of Earnest Money
 195 to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable
 196 service provider(s).

197 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to
 198 maintain Seller's current fire and extended coverage insurance (*if any*) on the Property until Closing. Seller shall do ordinary and necessary
 199 maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain,
 200 or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is
 201 destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any written
 202 communications to and from the condemning authority and/or insurer (*as the case may be*), the policy limits and (if known) the amount of
 203 proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the scheduled Closing Date,
 204 the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date,
 205 then Buyer and Seller shall proceed with the Closing. *Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be*
 206 *used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.*

207 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer
 208 with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each policy and written
 209 authorization (*if needed*) for Buyer to communicate with the insurer. Buyer may then either: **(1)** proceed with the transaction and be entitled to
 210 all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to any physical damage caused to the
 211 Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by
 212 insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all such remaining
 213 claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or **(2)** rescind
 214 the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject
 215 to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction
 216 and the aforesaid insurance information, and Closing will be extended accordingly, if required (*i.e., if such information is not received by Buyer*
 217 *more than 10 days prior to the date scheduled for Closing*). Seller shall not settle any claim regarding a taking of any part of the Property by
 218 eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer,
 219 which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to
 220 rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed
 221 to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section
 222 shall survive Closing.

223 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient
 224 Funds to satisfy their respective obligations hereunder, as of the date of Closing (except as may otherwise be expressly set forth herein or in a
 225 rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by
 226 Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents required of them pursuant to this Contract
 227 and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain
 228 and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call*
 229 *to confirm instructions before sending any Funds via wire transfer.*

230 **Buyer shall pay for (where applicable):** (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by
 231 lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and escrow
 232 fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (*e.g.*, appraisal and credit report
 233 fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by Seller; (f)
 234 building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other owner
 235 association assessments ("**Special Assessments**") levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the
 236 Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any
 237 commission or other compensation due from Buyer to the Broker(s).

238 **Seller shall pay for (where applicable):** (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by
 239 Buyer); (b) expenses of Buyer's loan agreed to by Seller; (c) title company charges (including Closing, releasing and escrow fees) customarily
 240 paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district inspection fees; (e)
 241 so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses or Income (*as defined*
 242 *below*) collected by or on behalf of Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other
 243 compensation due from Seller to the Broker(s).

244 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for**
 245 **day of Closing):** (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30
 246 days to be collected by Seller and not adjusted; (b) all other profits, royalties, tolls or earnings arising out of or in connection with the Property
 247 ("**Income**") provided that no proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which
 248 delinquent Income may be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing
 249 pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to
 250 Buyer for any time period after Closing; (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based
 251 on previous year); (d) installments of Special Assessments becoming due during the calendar year of Closing; (e) subdivision upkeep
 252 assessments and monthly association fee; (f) interest (if Buyer assumes an existing loan per Section 5 above); and (g) flat rate utility charges
 253 (including water, sewer and trash).

254 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of
 255 the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller
 256 if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does
 257 not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may
 258 desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each
 LND-2000

259 party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided
 260 however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a
 261 condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense,
 262 or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the “**Requesting**
 263 **Party**”). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations
 264 hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code.
 265 A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

266 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any rider(s) or other attachments hereto (*if any*) constitute the entire
 267 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter
 268 hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

269 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default
 270 shall notify the other party in writing of the nature of the default and the party’s election of remedy. The notifying party may, but is not required
 271 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have
 272 the following remedies:

273 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result
 274 of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon
 275 Seller’s release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be
 276 specified in Buyer’s Notice of default) as liquidated damages and as Buyer’s sole remedy (the parties recognizing that it would be extremely
 277 difficult, if not impossible, to ascertain the extent of actual damages caused by Seller’s breach, and that return of the Earnest Money plus all
 278 actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or
 279 (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any
 280 expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer’s release of Seller shall not relieve Seller’s
 281 liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

282 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result
 283 of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as
 284 liquidated damages and as Seller’s sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent
 285 of actual damages caused by Buyer’s breach, and that the Earnest Money represents as fair an approximation of such actual damages as the
 286 parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller
 287 as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage
 288 service agreement entered into between them.

289 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled
 290 to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney
 291 fees. The provisions of this Section shall survive Closing or any termination of this Contract.

292 **15. SELLER’S DISCLOSURE STATEMENT. (check one)**

293 **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller’s Disclosure Statement for this Property.
 294 The Seller’s Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns
 295 Buyer may have about information in the Seller’s Disclosure Statement by use of conditions to performance under this Contract.

296 **B.** Seller agrees to provide Buyer with a Seller’s Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date. Buyer
 297 shall have 3 days after delivery of the Disclosure Statement to review said disclosure and to deliver Notice of termination to Seller if this
 298 Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver
 299 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

300 **C.** No Seller’s Disclosure Statement will be provided by Seller.

301 **Seller confirms that the information in the Seller’s Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller’s knowledge,**
 302 **as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that**
 303 **is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information**
 304 **set forth in the Seller’s Disclosure Statement false or materially misleading.**

305 **16. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the
 306 right to enter and “walk-through” and verify the condition of the Property. Seller will arrange, at Seller’s expense, to have all utilities turned
 307 on during the Inspection Period and during this “walk-through” (unless utilities have been transferred to Buyer). If the Property is then vacant,
 308 Buyer shall have the right to have the utilities transferred to Buyer within 4 days (*4 days if none stated*) prior to Closing. This “walk-
 309 through” is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general
 310 condition as it was on the Effective Date; and (2) repairs agreed upon (*if any*) are completed in a workmanlike manner. Waiver of any inspection
 311 does not waive the right to a “walk-through”. Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required
 312 by this Contract.

313 **17. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall
 314 constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an
 315 approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with
 316 the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such
 317 as a pdf via e-mail, is to be treated as an original signature and document.

318 **18. GOVERNING LAW/CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of Missouri, including
 319 the requirement to act in good faith. The terms “**Seller**” and “**Buyer**” may be either singular or plural masculine, feminine or neuter gender,
 320 according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference
 321 and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained
 322 in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or
 323 unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the
 324 fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had
 325 never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

326 19. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this
327 Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery
328 thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated
329 agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing
330 and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a
331 limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent, transaction broker or
332 as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

333 20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

- 334 Government Loan MSC-2011R Other: _____ Other _____
335 Other _____ Other _____ Other _____

336 21. SPECIAL AGREEMENTS. (complete only if applicable)

- 337 1. Closing under this contract is contingent upon the completion of rezoning of the subject property to R-3 by
338 seller.
339 2. Closing under this contract is contingent upon all necessary approvals from the City of Ashland and from the City
340 of Ashland Board of Aldermen.
341 3. Seller shall have all property corners identified and marked prior to closing.
342 4. Seller shall provide buyer with the location of all buried City services for the use of the subject tract.

343 22. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

344 _____ (insert name of licensee)

345 is a real estate broker or salesperson, and is (check one or more, as applicable):

- 346 a party to this transaction;
347 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
348 an immediate family member of Seller Buyer. Specify: _____

349 23. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. (check one, neither or both, as applicable)

- 350 Seller Buyer

351 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section
352 below is (are) the only real estate broker(s) involved in this sale.

353 24. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed
354 by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or
355 regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned
356 licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their
357 relationship.

358 Licensee assisting Buyer is a: (Check appropriate boxes)

- 359 Buyer's Limited Agent (acting on behalf of Buyer)
360 Seller's Limited Agent (acting on behalf of Seller)
361 Dual Agent (acting on behalf of both Buyer & Seller)
362 Transaction Broker Assisting Buyer (not acting on
363 behalf of either Buyer or Seller)
364 Subagent of Seller (acting on behalf of Seller)
365 (Also check here if serving as a designated agent)

366 Licensee assisting Seller is a: (Check appropriate boxes)

- 367 Seller's Limited Agent (acting on behalf of Seller)
368 Buyer's Limited Agent (acting on behalf of Buyer)
369 Dual Agent (acting on behalf of both Seller & Buyer)
370 Transaction Broker Assisting Seller (not acting on behalf
371 of either Seller or Buyer)
372 (Also check here if serving as a designated agent)

373 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

374 South County Realty

375 Broker's Firm Assisting Buyer (and MLS ID No., if required)

376 Broker's Firm State License # 1999016394

377 By (Signature) Carl Freiling 11/22/2018

378 Licensee's Printed Name: Carl Freiling

379 Licensee's State License # 1999021118

380 Date: _____

381 South County Realty

382 Broker's Firm Assisting Seller (and MLS ID No., if required)

383 Broker's Firm State License # 1999016394

384 By (Signature) Carl Freiling 11/22/2018

385 Licensee's Printed Name: Carl Freiling

386 Licensee's State License # 1999021118

387 Date: _____

388 25. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible
389 for the acts of said Broker(s).

390 26. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the
391 Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or
392 Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

393 27. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax
394 Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

395 28. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is
396 not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as
397 defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

389 **29. ACCEPTANCE DEADLINE.** Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted
390 this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by
391 _____, m., of _____.

392 **30. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations of the parties under this Contract.
393 All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein,
394 a "day" is defined as a 24-hour calendar day, seven (7) days per week.

395 **BUYER:** (for a corporation, limited liability company, partnership or other form of legal entity)

396 Winscott Construction and Excavating, Inc.

Attest:

397 By:  Keith Winscott

398 Printed Name: Keith Winscott

Printed Name: _____

399 Title: Pres.

Date: _____ Time: _____

400 Date: 11/22/2018 Time: 3:36 PM

401 **BUYER:** (for one or more individuals)

402 _____

403 Buyer

Buyer

404 Printed Name: _____

Printed Name: _____

405 Date: _____ Time: _____

Date: _____ Time: _____

406 **SELLER** (check one and initial _____) rejects counter offers (Counter Offer form MSC-2040, which
407 amends the terms of this offer, is attached and incorporated into this Contract).

408 **By signing below, Seller indicates Seller has ACCEPTED this offer.**

409 **SELLER:** (for a corporation, limited liability company, partnership or other form of legal entity)

410 The City of Ashland

Attest:

411 By: _____

412 Printed Name: _____

Printed Name: _____

413 Title: _____

Date: _____ Time: _____

414 Date: _____ Time: _____

415 **SELLER:** (for one or more individuals)

416 _____

417 Seller

Seller

418 Printed Name: _____

Printed Name: _____

419 Date: _____ Time: _____

Date: _____ Time: _____

420 **RECEIPT AND ACKNOWLEDGEMENT**

421 **Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth in**
422 **Section 3.**

423 **By (Signature)** _____

424 **Licensee's Printed Name:** Carl Freiling

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 12/31/17. ©2017 Missouri REALTORS®

AN ORDINANCE APPROVING THE FINAL MAJOR PLAT FOR FOREST PARK PLAT 1

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the Forest Park Plat 1 at their meeting on December 11, 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 Forest Park Plat 1, sealed August 13, 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 survey and subdivision for Forest Lake, Inc., A tract of land located in the East half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 14 Township 46 North Range 12 West, Ashland, Boone County, Missouri and being part of the land described by the Warranty Deed recorded in Book 1116 Page 37 and being Tract 2 of the survey recorded in Book 4874, Page 122 and being more particularly described as follows:

Commencing at the North Quarter corner of said Section 14, as described in land corner form document number 600-55673; Thence with the East Line of the Northwest Quarter of said Section 14, S 3°46'05"W, 664.20 feet to the point of beginning:

Thence from the point of beginning and continuing with the East Line of said Northwest Quarter, S 3°46'05"W, 1602.94 feet; Thence leaving said East line, N 76°41'50"W, 321.42 feet; Thence N 22°52'10"W, 303.79 feet; Thence N 1°48'20"E, 268.33 feet; Thence N 23°54'45"W, 317.29 feet; Thence S 89°19'45"W, 336.54 feet; Thence N 35°26'35"W, 152.35 feet; Thence N 11°12'45"E, 125.00 feet; Thence 82.37 feet along a 200.00-Foot radius, Non-Tangent curve to the left, said curve having a chord S 89°24'50"W, 81.78 feet; Thence N 13°34'15"W, 175.02 feet; Thence S 68°07'05"W, 116.59 feet; Thence N 37°08'50"W, 168.12 feet; Thence N 12°01'55"W, 242.76 feet; Thence S 87°54'15"E, 1441.06 feet to the point of beginning and containing 28.91 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 MINOR PLAT FOR WEST OAKS ESTATES

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 final minor plat for West Oaks Estates at their meeting on December 11, 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 minor plat of West Oaks Estates sealed November 06, 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 located in the Southeast Quarter of Section 9, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri, and being part of the Survey recorded in Book 704, Page 611 and being the tract described by the Deed in Book 4944, Page 131 both of the Boone County Records and being more particularly described as follows:

Beginning at the Northwest corner of Lot 103 of Sunset Meadows Plat 2 as shown in Plat Book 50, Page 63 of the Boone County Records; Thence with the lines of the tract shown by said Survey in Book 704, Page 611, N 02°42'00"E, 1590.30 feet; Thence S 88°07'50"E, 647.80 feet; Thence S 02°42'00"W, 1190.65 feet to a point on the North line of said Sunset Meadows Plat 2 as shown in Plat Book 50, Page 63; Thence with the North line of said Sunset Meadows Plat 2 N 87°43'50"W, 279.06 feet; Thence S 35°16'40"W, 203.36 feet; Thence S 15°20'00"W, 170.24 feet; Thence S 75°19'15"W, 232.51 feet to the point of beginning and containing 19.98 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 SALE OF REAL ESTATE OWNED BY THE CITY OF ASHLAND, MISSOURI, A MUNICIPAL CORPORATION, TO WINSCOTT CONSTRUCTION AND EXCAVATING, INC. LOCATED OFF OF REDBUD LANE

WHEREAS, the City of Ashland, Missouri does not see a need for this real estate now or in the future.

WHEREAS, the existing property required regular maintenance (mowing, etc.) which used City resources; and

WHEREAS, it has been determined to be in the City's best interest for the transfer of the property to the new owner and place it back on the tax roll; and

WHEREAS, the buyers expressed a desire to purchase real estate located off of Redbud Lane and further described in Exhibit A attached.

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

Section 1. Real Estate to be Conveyed. That in accordance with the terms of this ordinance, the Mayor of the City of Ashland, Missouri, are authorized to execute the attached real estate contract conveying to Winscott Construction and Excavating, Inc. the described real estate located in the City of Ashland, Missouri.

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

Dated this _____ day of December _____.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

RESOLUTION 12-18-2018

A RESOLUTION AUTHORIZING A PAYROLL ADJUSTMENT FOR THE CITY TREASURER

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

The Board of Aldermen hereby authorizes the payroll adjustment of an increase of \$1.42 per hour for the Treasurer. This shall be effective as of November 28, 2018.

Passed and adopted this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

12-18-2018

A RESOLUTION OF INTENT TO AWARD THE CONTRACT TO RC
CONTRACTING, LLC FOR THE MAIN STREET SIDEWALK IMPROVEMENTS

WHEREAS, the City of Ashland received a TAP grant 9901 (507) from MODot for the construction of the Main Street Sidewalk Improvements; and

WHEREAS, the City of Ashland, Missouri received eleven bids for the Main Street Sidewalk Improvements.

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

WHEREAS, the Board of Aldermen has reviewed the bids with our Engineer, Mecco Engineering Company and would like to express our intent to award the contract to RC Contracting, LLC. and is hereby seeking concurrence on award through Missouri Department of Transportation.

Passed and adopted this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

12-18-2018

A RESOLUTION AUTHORIZING THE SELECTION OF AN ARCHITECTURAL FIRM FOR THE
DESIGN OF A NEW CITY HALL AND AUTHORIZING THE CITY ADMINISTRATOR TO
NEGOTIATE A CONTRACT

WHEREAS, the City of Ashland requested qualifications for the architectural design for a New City Hall;
and

WHEREAS, the City of Ashland received qualifications from six firms; and

WHEREAS, the Committee reviewed the qualifications and have recommended Porter, Berendzen &
Associates.

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

The Board of Aldermen authorizes the City Administrator to negotiate a contract with Porter, Berendzen
& Associates.

Passed and adopted this _____ day of _____, 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

12-18-2018

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:

Miscellaneous office equipment i.e. chairs, tables, shelving from City Hall

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

Passed and approved this 18th day of December 2018.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

City of Ashland, Mo. Board of Aldermen Meeting Policies

Public Comments

If you would like to make a scheduled comment at the beginning of a Board of Aldermen Meeting under Public Appearances. You can submit your request to the City Clerk located at 109 East Broadway or call at 573-657-2091 by the Wednesday prior to the meeting date that you wish to speak at. You will be given up to 5 minutes to address the Board of Aldermen.

Approximately thirty minutes maximum will be designated for the Scheduled Public Comment section of the Board of Aldermen agenda. Topics for public comment will be scheduled on a first come first served basis. If you are attending the meeting for any reason or for an item on the agenda you will be given a maximum of three minutes to address the Board of Aldermen as determined by the Mayor. This is the only public speaking portion of the meeting.

Special Accommodations & Interpreter Service

Members of the public may attend any open meeting. For requests for accommodations related to disability, please call 573-657-2091. In order to assist staff in making the appropriate arrangements for your accommodation, please make your request as far in advance of the posted meeting date as possible.

December 11, 2018

To: Ashland Board of Alderman
109 E. Broadway, P.O. Box 135
Ashland, MO 65010

Via: Mayor Gene Rhorer

Via: Chief Lyn Woolford

Effective immediately, I, Cindy Wills, offer my resignation from the Board of Parks and Recreation. Due to health reasons, I am not able to participate fully in the duties required, i.e. the park annual outside activities. I thank the Board for the opportunity to have served the city of Ashland on the Board of Parks and Recreation.

A handwritten signature in cursive script that reads "Cindy Wills".

Cindy Wills

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2006, by and between the City of Ashland, Missouri, a municipal corporation, hereinafter called "City" and the Optimist Club of Ashland, Missouri, a Missouri not-for-profit corporation, hereinafter called "Optimists".

WITNESSETH:

WHEREAS, City is presently served by a public community swimming pool owned and operated by Optimists, pursuant to an Agreement dated August 16, 1988 between the parties hereto; and

WHEREAS, City donated certain property and funds for the initial construction, operation, maintenance and procurement of said swimming pool. However, the day to day operations of the swimming pool have been underwritten and provided by Optimists since that time; and

WHEREAS, the operating costs for said swimming pool have risen substantially and continually since its inception; and

WHEREAS, the Board of Aldermen of City deems that it is in the best interest that the citizens of City of Ashland have a municipal swimming pool, but City is without sufficient funds at this time to undertake the construction and operation of a community swimming pool without the assistance of Optimists and other providers; and

WHEREAS, Optimists have, in the past and of their own accord, allowed the swimming pool to stay open for certain City events, allowing access thereto to citizens at reduced cost, and have further allowed indigent and underprivileged residents of the City access to the swimming pool, thereby alleviating potential concerns to the Board of Aldermen of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Upon execution of this Agreement, City agrees to subsidize the operational expenses in excess of revenues up to \$3,000.00 per year.

2. The Optimists shall submit a written report of swimming pool revenues and swimming pool expenditures to the City following the closing of the pool for the season starting in the year 2006. The City shall determine the amount of payment for the services up to \$3,000.00 for that year.

3. Optimists shall continue to provide access to the swimming pool for underprivileged and indigent users who are residents of the City, and agree to work with City in obtaining the names and addresses of individuals who require or would benefit from said services.

4. Optimists agree to allow City use of the public community swimming pool for July 4 festivities, as well as other events mutually agreed to by both parties; with Optimists agreeing to provide, at no cost to City, full staffing and lifeguards for said events. City and Optimists agree that Optimists may charge appropriate and reasonable entrance and usage fees for said events, but that the pool facility shall be open for said event during hours that are mutually agreed to by both parties, provided that City provides at least thirty (30) days advance notice of the hours of usage requested.

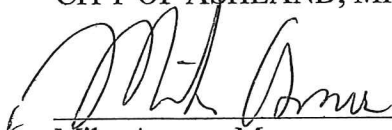
5. This Agreement inures to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

6. In the event that any portion of this Agreement is deemed to be unenforceable or against public policy, the remaining terms hereof shall apply in full force and effect, as if said term does not exist.

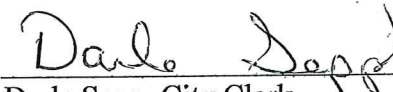
7. The terms hereof can be amended or modified by either party only upon the written acquiescence of both parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their properly authorized officers on the date first written above.

CITY OF ASHLAND, MISSOURI




Mike Asmus, Mayor


Attest: 

Darla Sapp, City Clerk

OPTIMISTS CLUB OF ASHLAND, MISSOURI



Michael Howard, President

Attest: 

Barrett Glascock, Secretary