



**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, FEBRUARY 18, 2020
7:00 P.M.**

WORK SESSION @ 6:00 P.M.-PROPOSED 2021 BUDGET ON WATER, SEWER AND TRASH FUNDS & CAPITAL IMPROVEMENT PLAN

Call regular meeting to order

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 2-18-2020 agenda: **Action:** _____
2. Consideration of the 2-04-2020 meeting minutes: **Action:** _____
3. Consideration of the 2-10-2020 special meeting minutes: **Action:** _____

PROCLAMATION

4. None

PUBLIC COMMENTS

5. Anyone wishing to appear before the Board

APPOINTMENTS

6. Tanner Kruger-Planning and Zoning Commission
7. Terry Toalson, Interim Police Chief

COUNCIL BILLS

8. Council Bill No. 2020-006, an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. First reading by title only. **Action:** _____
9. Council Bill No. 2020-008, an ordinance authorizing the Mayor to execute a Missouri Highways and Transportation Commission Municipal Agreement. First reading by title only. **Action:** _____

10. Council Bill No. 2020-009, an ordinance authorizing the Mayor to execute a Missouri Highways and Transportation Commission Maintenance Agreement. First reading by title only. **Action:** _____
11. Council Bill No. 2020-010, an ordinance approving the preliminary plat for Ashland Commons Plat 1. First reading by title only. **Action:** _____
12. Council Bill No. 2020-011, an ordinance granting a conditional use permit to Ashland Commons, LLC to permit Planned Residential Development. First reading by title only. **Action:** _____
13. Council Bill No. 2020-012, an ordinance accepting a Missouri General Warranty Deed from Richardson Family Limited liability partnership. First reading by title only. **Action:** _____

ORDINANCES

14. Ordinance No. 1285, an ordinance to amend Chapter 2 of the City Code, Section 2.103 pertaining to purchasing. **Action:** _____
15. Ordinance No. 1286, an ordinance of the City of Ashland authorizing the Mayor to enter into a contract for banking services with Central Bank of Boone County. **Action:** _____

RESOLUTIONS

16. A resolution authorizing the Mayor to enter into an agreement to transfer deed. **Action:** _____

OTHER

17. Resignation from Parks and Recreational Board-Jesse Henderson
18. Recommendation to join TIPS/TAPS
19. Recommendation to authorize City Staff to begin the grant application for the park through USTA
20. Recommendation for tennis courts- crack filling or resurfacing option

DISCUSSION

21. Use of golf carts with specific regulations

REPORTS

22. Mayor's Report
23. City Administrator's Report
24. Public Works Director monthly Report
25. City Attorney's Report
26. Board of Aldermen's Report

27. Vote to go into closed session pursuant to Chapter 610.021 (3) personnel matters, hiring, firing, disciplining or promoting of particular employees
28. Open meeting to report action taken/if any
29. Vote to adjourn the meeting

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

Posted: 2-14-2020@ 2:53 pm

City Hall and website: www.ashlandmo.us

TUESDAY, FEBRUARY 04, 2020
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 February 04, 2020 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 and Tony St. Romaine, City Administrator.

Mayor Rhorer presented the agenda of February 04, 2020 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the agenda. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of January 21, 2020 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.

Mayor Rhorer called for a ten-minute break. Alderman Bronson made motion and seconded by Alderman Clay to take a ten-minute break. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-nay, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer called the meeting back to order at 7:09 p.m.

Ernie Wren, Optimist Club stated the Optimist Board met reference the pool and felt they needed to discuss options with the City to keep this open. He gave a brief history of the pool and the agreement of reimbursement of up to \$3000.00 per year. He stated they appreciated this but this agreement was 14 years ago and felt it needed to be renegotiated. He stated the costs have gone up and the minimum wage increased and this is not sustainable. He stated most community pools are owned and operated by the municipality. He asked that a couple of council members meet with him and Missy Bonderer and review the options. He stated this would have to be agreed upon by both boards. Mayor Rhorer stated they would work on gathering a small committee and get back to Ernie Wren.

Mayor Rhorer asked if anyone wishing to appear before the Board to come to the podium and state their name and place of residence on any subject. He stated this is the only public speaking portion of the meeting.

Mayor Rhorer presented the re-appointment of Pamela Dees and David Mars to the Park and Recreation. Alderman Bronson made motion and seconded by Alderman Clay to approve the re-appointment as presented. 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 Council Bill No. 2020-006, an ordinance amending Chapter 2. of the City code, Section 2.103 pertaining to purchasing. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-006, an ordinance amending Chapter 2 of the City code, Section 2.103 pertaining to purchasing. First reading by title only. Mayor Rhorer called for questions or comments. Tony St. Romaine, City Administrator reported we made several adjustments to chapter 7 pertaining to purchasing and the updates need to be reflected in Chapter 2 as well to be consistent. 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 Council Bill No. 2020-007 an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-007, an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. First reading by title only. Mayor Rhorer called for questions or comments. Tony St Romaine, City Administrator stated the Mayor currently receives a stipend of \$500.00. He stated the stipend is intended to help offset some of the Mayors expenses related to the requirements of the position. He stated some municipalities also have a stipend for the alderman and other committee members. Mayor Rhorer stated the Mayor is not part of the voting body. He stated he has attended lots of meetings, spent a lot of money on fuel and car maintenance. He stated the stipend helped but did not cover these costs of what he lost. Alderman Sapp stated lunches and fuel are reimbursable by the City. Alderman Bronson stated this is a volunteer position and was enacted at the time because of the amount of time the Mayor had to dedicate due to what the city was going through. He stated we put the yearly clause in there so we would have to revisit it every year. He stated Mayor Rhorer earned the stipend. Alderman Bronson stated we are not sure who is coming in next and it should not be a financial incentive. He suggested in 6 months we revisit this and see if the stipend is warranted.

Alderman Bronson made motion to rescind his motion to amend Chapter 2 as it pertains to compensation of the Mayor. Alderman Clay rescinded his second to the motion.

Alderman Bronson made motion and seconded by Alderman Clay that a review be done to see if the stipend is warranted in October. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderwoman Martin-nay, Alderman Sapp-nay, Alderman Sullivan-absent. Mayor Rhorer broke the tie by voting aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2020-008, an ordinance of the City of Ashland authorizing the Mayor to enter into a contract for banking services with Central Bank of Boone County. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-008, an ordinance of the City of Ashland authorizing the Mayor to enter into a contract for banking services with Central Bank of Boone County. First reading by title only. Tony St. Romaine, City Administrator reported they requested proposals for commercial banking services. He stated they reviewed these and recommend Central Bank of Boone County. Mayor Rhorer reported we have cd's in other financial institutions as well. Tony St. Romaine stated this is a one-year contract with the option to renew for four additional one-year periods. Mayor Rhorer called for questions or comments. 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. 1282 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1282, an ordinance authorizing the Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 109 East Broadway. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Sapp-aye, Alderman Bronson-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1283 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1283, an ordinance to amend Chapter 19 of the City Code of Section 19.1230 pertaining to fireworks and use of. Mayor Rhorer called for questions or comments. Tony St. Romaine stated the application form will be drafted within the next couple of weeks then a letter will be sent out notifying the health care institutions of the new process. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderwoman Martin-aye, Alderman Bronson-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1284 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the re-plat of Southwoods Commercial Park Plat 5. 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 a Resolution approving change order No 5 for McClanahan Construction Co. Inc. for the Wastewater Treatment Facility. Alderman Bronson made motion and seconded by Alderman Clay to take up the Resolution approving Change Order no 5 for McClanahan Construction Co., Inc. for the Wastewater Treatment Facility. Mayor Rhorer called for questions or comments. Tony St. Romaine, City Administrator reported that Derek from Alliance Water Resources was present to help answer any questions. He stated the change order is needed to put a fence completely around the wastewater facility since it is required by Department of Natural Resources. He stated there is funds available in this project. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderwoman Martin-aye, Alderman Bronson-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer reported the next item on the agenda was to postpone the directive on construction of the new recycle lot. Tony St. Romaine, City Administrator reported he is waiting on a proposal from Republic Services on curbside recycling. He stated he felt we could keep the price under \$5.00 a month. He stated once he gets this information he will bring back to Board for consideration. He stated we currently charge \$1.50 per residential account for the recycling bins. He asked that we postpone construction of the recycling lot. He stated the school is not thrilled to see this in the front of their parking lot. He stated they are concerned with the wind blowing recycling contents on to the school property. Alderman Lewis questioned if it would have to be mandatory. He stated the survey sounds like 20 to 40 percent interested and 20 percent is opposed to it. He questioned if it could be Friday as a recycling day. Tony St Romaine stated a lot of smaller communities are discontinuing their recycling program because of not having enough customers. Tony St. Romaine stated the only way Republic would consider it would be if it was a mandatory program. He stated he would get firm facts and cost so we can get this information out to the public. They discussed the cost of \$60,000.00 to get the lot ready for the recycling, concrete pad, fencing, signs, security camera and establishing hours of operation for the site. Mayor Rhorer stated no amount of education is going to stop the improper dumping, etc. Mayor Rhorer stated he was against mandatory curbside recycling. Mayor Rhorer stated this is just postponing the directive of construction of the new recycle lot not saying we are not going to do it. He stated we are allowing time to research other options.

Alderman Sapp made motion and seconded by Alderman Clay to postpone the construction of the recycling lot for 6 weeks. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-nay, Alderman Clay-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer reported the next item on the agenda is to vote to open the tennis courts. Alderman Bronson made motion and seconded by Alderman Clay to open the tennis courts. Tony St. Romaine, City

Administrator informed the Board they had a company look at the tennis courts and they should be getting proposals back this week for repairing cracks with sealant and resurfacing. He said a rough estimate to repair the cracks was \$7,000.00 and resurfacing between \$20,000.00 to 25,000.00, He stated the tennis court company said it was not unsafe to play on. He stated the proposals will be brought back to the board for consideration but he felt the tennis courts should be reopened. The Board discussed this. Mayor Rhorer stated he would like to see a recommendation from the Park Board when you get the quotes in and see how they want to proceed. Alderman Lewis asked the life span for the repairs and a new tennis court.

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 an exception from distance requirement from a church or school for a liquor license for Pizza Haus pursuant to State Statute 311.080.

Alderman Bronson made motion and seconded by Alderman Clay to grant an exception of 100 foot requirement from a church or school to Pizza Haus at 112 East Broadway. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-abstained, Alderman Clay-aye, Alderman Sullivan-absent. Motion carried.

Mayor's Report:

Mayor Rhorer did not have a report.

City Administrator's report:

Tony St. Romaine reported they are reviewing proposals for a website.

He reported the Downtown Beautification Task Force meet last week and he gave them a broad overview. He stated they appointed Lonna Trammel as Chair, Tracy Banning as Co-Chair, and Dawn Sapp is going to write the report. He stated they would meet in February and to determine the downtown beautification boundaries. He stated they would meet on a regular basis.

Tony St. Romaine reported he met with Dave Richardson and they are willing to donate a piece of property that backs up to Lakeview Park. He has the legal description and the Attorney will be drawing up paperwork for this transaction. He reported there is still a small piece of property .8 acres they are trying to acquire as well.

He stated he is working on the personnel manual and he is reviewing all job position descriptions, establish a pay range for each position.

He stated he met with the two property owners by the North Henry Clay Blvd. pocket park and they are finalizing the division of the property. He stated that the attorney would be working on an agreement.

He reported the waste water treatment facility had effluent last week and the last several days manufacturers representatives have been on site to monitor the start up of the equipment. He stated he would be scheduling a ribbon cutting/open house sometime at the end of March. He stated this has been a long project.

Tony St. Romaine stated he found out this afternoon in going through the procedural part of applying for a park grant requires a resolution by the Board of Alderman. He stated the deadline for the grant applications are February 14th. He suggested a consensus of the Board on these grant applications and he would write a letter of support. He stated he was unsure how this would score since a resolution is what is

required and it was too late to get it on the agenda. The Board discussed this and felt a special meeting could be done at time to be determined prior to February 14.

Police Chief's monthly report:

Chief Woolford presented his police activity report. He gave a demonstration of a pop shield he is wishing to purchase and would have in his budget request. He updated the Board on the patrol vehicles mechanically down and in the body shop for repairs.

City Attorney's Report:

Jeff Kays had no report.

Mayor Rhorer stated there was several incidents in the school zone and asked that these violators be prosecuted.

Board of Aldermen's Reports:

Alderman Lewis reported a constituent contacted him reference being allowed to get a permit to drive a golf cart on city streets. He stated he was told this was not covered under our current ordinance by City Hall. Lyn Woolford, Police Chief stated golf carts are made of different material then ATV's are made of and do not have turn signals, etc. Alderman Lewis stated he would personally like to see them included in the permits. This was discussed and the Board felt more research needed to be done on the state statutes regarding this and asked that it be placed on the next agenda.

Alderman Bronson reported they met with some homeowners of Liberty Landing and let them vent about their issues and problems. He stated the next step is to have a meeting with Martin Builders as well as some of the contractors in the subdivision.

Alderman Clay discussed the stormwater issue runoff on Billy Joe Sapp. Tony St. Romaine, City Administrator stated we would be talking about this in the budget work session.

Alderman Sapp informed the Board of the meeting last Wednesday with Liberty Landing property owners. He stated the next step is to have a meeting with Martin Builders and see what their thoughts and ideas are. He stated he hopes to bring the homeowners and contractors in for a joint meeting and hopefully come to an agreement and move forward.

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

Darla Sapp, City Clerk

Gene Rhorer, Mayor

MONDAY, FEBRUARY 10, 2020
SPECIAL BOARD OF ALDERMEN MINUTES
5:30 P.M.
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the special meeting to order at 5:30 p.m. on February 10, 2020 at 109 East Broadway, Ashland, Missouri.

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: Tony St. Romaine, City Administrator, Darla Sapp, City Clerk, Jon Sanders, Treasurer/Deputy City Clerk and Jeff Kays, City Attorney.

Mayor Rhorer presented a Resolution, Whereas the City of Ashland is applying for federal assistance from the Recreational Trails Program for the purpose of Ashland City Park Trailhead Configuration. Alderman Clay made motion and seconded by Alderman Sapp to approve the Resolution as presented. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer presented a Resolution, Whereas, the City of Ashland is applying for federal assistance from the Land and Water Conservation Fund program for the purpose of Ashland Ballfield Rehabilitation. Alderman Bronson made motion and seconded by Alderman Clay to approve the Resolution as presented. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Sullivan-absent. Motion carried.

Mayor Rhorer reported the next item on the agenda is to vote to go into closed session pursuant to Chapter 610.021 (3) personnel matters, hiring, firing, disciplining or promoting of particular employees.

Alderman Bronson made motion and seconded by Alderman Clay to go out of open session into closed session pursuant to Chapter 610.021 (3) personnel matters, hiring, firing, disciplining or promoting of particular employees. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Sullivan-absent. Motion carried.

The City Clerk was not present at the closed meeting.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

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

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

Closed meeting minutes taken by Mayor Gene Rhorer.



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Tanner Kruger

Telephone Number: Daytime: 636 485 3606 Evening: _____

Home Address: 15500 Allegiance Ave
Ashland, Mo 65010

E-Mail: tannerkruger@yahoo.com

Year Current Residence in Ashland Began: 2017

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Parks and Recreation Board
- Ashland Fall Festival Committee
- Planning and Zoning Commission
- Law Enforcement Advisory Committee
- Economic Development Committee

Special Qualifications for Specific Board(s): (Include past board services)

Education Background:

Bachelor's Degree in Administrative Management

Community Involvement:

Branch Manager River Region Credit Union in
Ashland, Mo, Citizen of Liberty Landing

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

If Yes, Name of Person: _____ Relationship: _____

Signed: Tanner Kruger Date: 2-4-2020

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



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 18, 2020

Re: Appointment of Deputy Police Chief to Interim Police Chief

EXECUTIVE SUMMARY: The City's Police Chief was placed on paid administrative leave on Tuesday, February 11, 2020. While he remains in this status, I am recommending that Deputy Chief Terry Toalson be appointed as interim Police Chief and assume all the duties required thereof.

DISCUSSION: While the Deputy Police Chief is working in the capacity of interim Police Chief, I recommend that his hourly rate of pay be increased by approximately 17% from \$22.15 to \$26.00.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): TBD

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends Board approval of the appointment of the City's Deputy Police Chief to interim Police Chief under the terms and conditions as described herein.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 18, 2020

Re: Ordinance to Amend Chapter 2 regarding Mayoral Compensation

EXECUTIVE SUMMARY: The Mayor currently receives a \$500 per month stipend which expires on March 31, 2020. The stipend is intended to help offset some of the Mayor's expenses related to the requirements of the position.

DISCUSSION: The stipend for the Mayor was authorized by the Board of Aldermen beginning April 1, 2017 through March 31, 2018 in the amount of \$400 per month. It was subsequently increased to \$500 per month, and is set to expire on March 31, 2020. This Ordinance is presented to the Board of Aldermen for their review, discussion and recommendation as to the need for continuing the stipend.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$6,000.00 per year.

Long Term Impact:

SUGGESTED BOARD ACTION:

Should the Board agree that a stipend as proposed is warranted, it should pass a motion recommending approval of the legislation authorizing a stipend for the Mayor in the amount of \$500 per month from May 1, 2020 through April 30, 2022.

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

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

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

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

2.220. Aldermen and Mayor to serve without compensation

.....

2. The Mayor of the City of Ashland, Missouri shall receive a stipend of \$500.00 per month from ~~April -May 1, 2019-2020~~ until ~~March 31, April 30 2020~~ 2022 at which time this subsection shall expire and the Mayor shall no longer be paid the stipend.

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

Dated this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 18, 2020

Re: Municipal Agreement – Missouri Highways and Transportation Commission

EXECUTIVE SUMMARY: The attached agreement outlines the responsibility of the City and MoDOT regarding the construction and maintenance of the improvements to be constructed at the intersection of Route M and Henry Clay Boulevard in Ashland, Missouri.

DISCUSSION: The main points of the agreement relate to:

- Right of Way Acquisition
- Closing streets during construction
- Utility relocations
- Maintenance improvements within the ROW will be the responsibility of MoDOT

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): TBD

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation for the agreement with the Missouri Highways & Transportation Commission designating each party's responsibilities for construction and maintenance of the roundabout improvements to be located at Route M and Henry Clay Boulevard

COUNCIL BILL NO. 2020-008

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MISSOURI HIGHWAYS
AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to execute a Missouri Highways and Transportation Commission Municipal Agreement for improvements on Route M and Henry Clay Boulevard, Boone County, Job J5S3378 and shall consist of intersection improvements. 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 _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 01/18 (BDG)
Modified: 01/20 (BDG)

Municipal Agreement
Route: M
County: Boone
Job No.: J5S3378
2019-12-54727

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route M and Henry Clay Boulevard, Boone County, Job No. J5S3378 shall consist of intersection improvements.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 384+00.00, in the northeast corner of Section 15, Township 46 North, Range 12 West, just east of College Street, run in a generally easterly direction along existing Route M, at the intersection of Henry Clay Boulevard, to Station 3+63.30, just west of Walnut Street. Length of improvement within city is 672.18 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the City for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J5S3378. The parties' responsibilities with respect to the funding of said improvements are outlined in a separate Cost Share Agreement (2018-10-46027) between the parties dated January 15, 2019.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire, any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a normal access highway between stations 384+00.00 to 3+63.30. The Commission shall acquire all necessary realty rights and extinguish all subordinate interests and encumbrances, including but not limited to, liens, Deeds of Trust, Mortgages, private easement rights, etc. within the right-of-way boundaries of the project. Rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(C) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(D) Effective upon completion of construction, the unencumbered right-of-way acquired by the Commission for Henry Clay Boulevard, will be transferred to the City.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs

incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City, as specified in the Cost Share Agreement (2018-10-46027). The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement as specified in the Cost Share Agreement (2018-10-46027). The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent

deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City, at its sole cost and expense, shall inspect and maintain the sidewalks constructed or installed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City. Maintenance by the City shall include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). If the City fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the City's cost and expense.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission, as shown in Exhibit B. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed

and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(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.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Central District – 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.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) 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 upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City of Ashland, Missouri
Mr. Gene Rhorer, Mayor
109 East Broadway
Ashland, MO 65010
Facsimile No: (573) 657-7018
Email: Mayor@Ashlandmo.us

- (B) To the Commission:
Machelle Watkins, P.E.
Central District – District Engineer
Missouri Department of Transportation
1511 Missouri Boulevard, P.O. Box 718
Jefferson City, Missouri 65102
Facsimile No: (573) 751-8267
Email: Machelle.Watkins@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

(29) 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 the contract.

(30) 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.

(31) 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.

(32) 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.

(33) 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.

[remainder of page intentionally left blank]

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, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

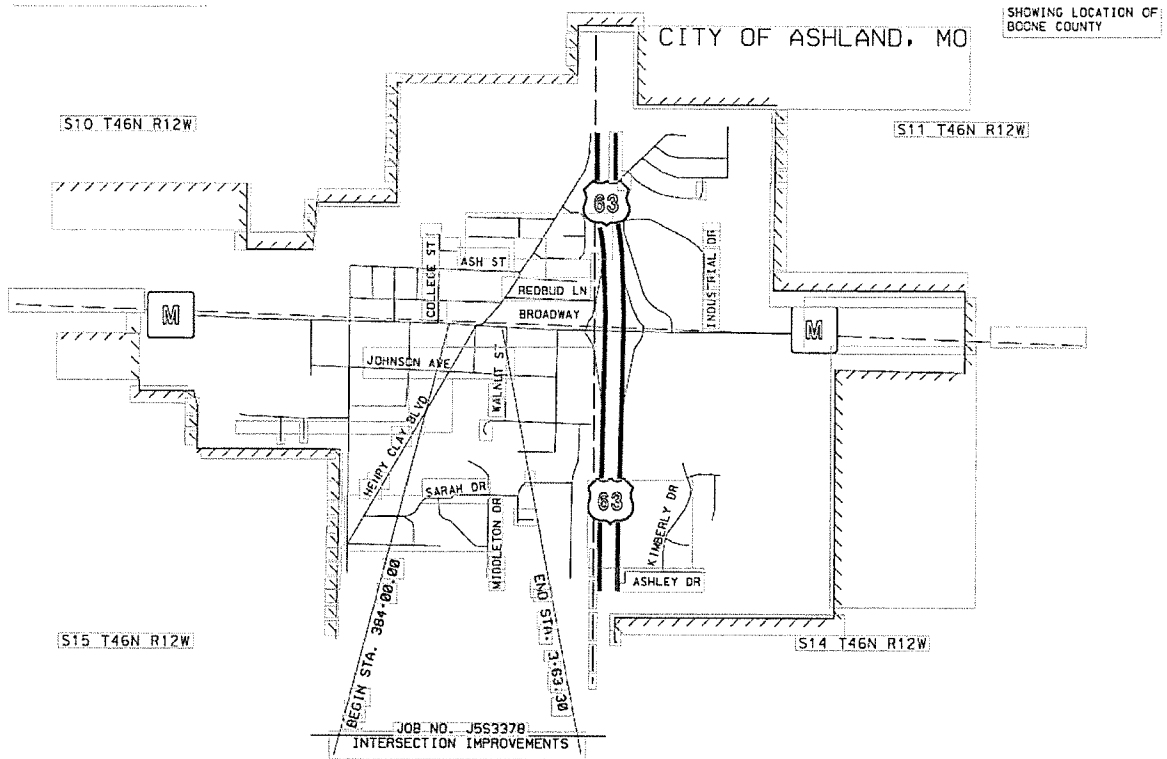
Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A
LOCATION SKETCH





City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 18, 2020

Re: Maintenance Agreement – Missouri Highways and Transportation Commission

EXECUTIVE SUMMARY: The attached agreement designates maintenance responsibilities for the proposed new roundabout to be constructed at the intersection of Route M and Henry Clay Boulevard in Ashland, Missouri.

DISCUSSION: The design of the roundabout for Route M and Henry Clay Boulevard will include landscaping in the center. This agreement specifies that the City of Ashland will be responsible for maintaining the center of the roundabout in accordance with MoDOT's engineering policy guide.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): TBD

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation for the agreement with the Missouri Highways & Transportation Commission for maintenance of the landscaping in the center of the roundabout located at Route M and Henry Clay Boulevard

COUNCIL BILL NO. 2020-009

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MISSOURI HIGHWAYS
AND TRANSPORTATION COMMISSION MAINTENANCE AGREEMENT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to execute a Missouri Highways and Transportation Commission Maintenance Agreement for maintenance of the landscaping in the center of the roundabout located at Route M and Henry Clay Boulevard 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 _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

CCO Form: MT02
Approved: 10/96 (DPP)
Revised: 04/18 (BDG)
Modified: 02/20 (BDG)
2020-01-55194

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MAINTENANCE AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to designate maintenance responsibilities for certain roadway features constructed on Boone County Route M and Henry Clay Boulevard by the Cost Share Project J5S3378.

(2) LOCATION: The roadway features which are the subject of this Agreement are located at the intersection of Route M and Henry Clay Boulevard in Boone County, shown in Exhibit A, attached hereto and made a part of this Agreement.

(3) MAINTENANCE:

(A) Project J5S3378 will include construction of a roundabout at the intersection of Route M and Henry Clay Boulevard within the City of Ashland in Boone County.

(B) The Agency shall maintain, at the Agency's cost, the landscaping constructed within the center of the roundabout, as a part of project J5S3378.

(C) The Agency shall maintain the landscaping in accordance with the Missouri Department of Transportation's Engineering Policy Guide and kept in a condition that does not cause injury to persons or damage to property. The Agency shall coordinate any planned maintenance activities that are accomplished pursuant to this Agreement with the Commission's representative and shall give a minimum of 1 week notice prior to any intended maintenance activity.

(D) If the Commission, in its sole discretion, determines that the removal of the landscaping from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the landscaping with no reimbursement to the Agency.

(4) MAINTENANCE BY COMMISSION: The Commission will maintain the designated roadway(s) in the same manner and to the same extent that it maintains other Maintenance Agreement sections. Maintenance as contemplated by the Commission shall be restricted to the driving surface and traffic control devices. It does not include the maintenance, installation, removal or repair of water supply lines, sanitary and storm sewers, sidewalks, parking areas, parkways, trees or other ornamental vegetation, street lighting systems, pole lines, conduits, or other utilities. All work and/or costs for work for all excluded functions shall be the responsibility of the Agency or owner of the facility involved. Snow removal by the Commission will consist of plowing and/or the application of chemicals acceptable to the Commission to the driving surface only. The Agency shall be responsible for snow and/or ice removal from the parking areas.

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

(6) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Agency 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 Agency's wrongful or negligent performance of its obligations under this Agreement.

(B) The Agency will require any contractor procured by the Agency 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.

(7) 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 representative of the Agency and the Commission.

(8) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(9) AGENCY REPRESENTATIVE: The Agency's Mayor is designated as the Agency's representative for the purpose of administering the provisions of this Agreement. The Agency representative may designate by written notice other persons having the authority to act on behalf of the Agency in furtherance of the performance of this Agreement.

(10) 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 upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the Agency:
City of Ashland, Missouri
Mr. Gene Rhorer, Mayor
109 East Broadway
Ashland, MO 65010
Facsimile No: (573) 657-7018
Email: Mayor@Ashlandmo.us

- (B) To the Commission:
Machelle Watkins, P.E.
Central District – District Engineer
Missouri Department of Transportation
1511 Missouri Boulevard, P.O. Box 718
Jefferson City, Missouri 65102
Facsimile No: (573) 751-8267
Email: Machelle.Watkins@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed

according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

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

(13) 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.

(14) CONTINUING DURATION: The term of this Agreement will be of a continuing duration until terminated pursuant to the terms of this Agreement or by mutual consent of the parties.

(15) 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.

(16) 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.

(17) NO INTEREST: By contributing to the cost of the maintenance of this roadway, the Agency gains no property interest in the roadway features or roadway whatsoever. The Commission shall not be obligated to keep the constructed roadway features or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway is in the best interests of the state highway system or the Commission.

(18) NON-LIABILITY OF COMMISSION PERSONNEL: Neither the commissioners, nor any other officer, official, employee, or agent of the Commission or Missouri Department of Transportation shall be *personally* responsible for any liability arising under or growing out of this Agreement.

(19) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and Agency as partners in a partnership or joint venture for any purpose whatsoever.

(20) 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.

(21) 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 Agency.

(22) SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto.

(23) 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.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Agency this ____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ASHLAND, MISSOURI

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

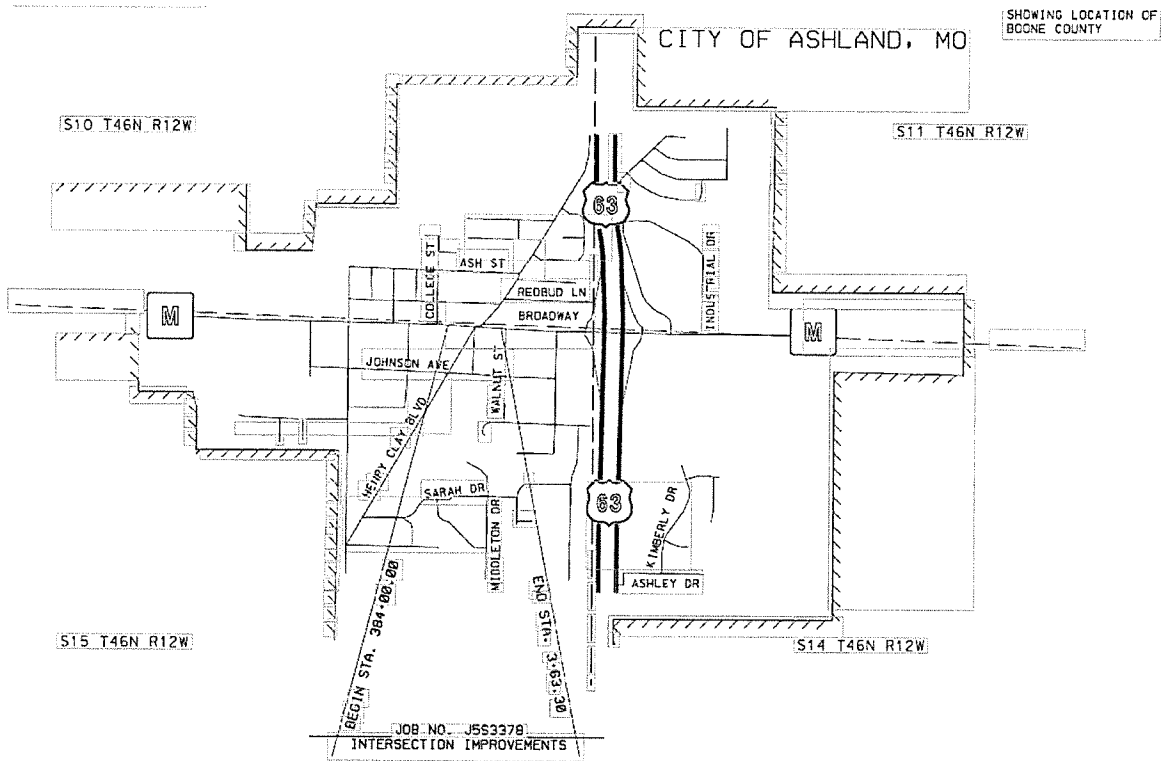
Commission Counsel

By _____

Title _____

Ordinance No. _____

EXHIBIT A
LOCATION SKETCH



MEMORANDUM

DATE: February 12, 2020

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 Preliminary Plat and Conditional Use for Ashland Commons, on Parcel ID # 24-502-00-00-020.00 to the City of Ashland Board of Aldermen.

Carrie Fischer
Administrative Assistant

COUNCIL BILL NO. 2020-010

ORDINANCE NO.

AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR ASHLAND COMMONS
PLAT 1

WHEREAS, a preliminary plat for development of a subdivision was submitted to the City of Ashland; and

WHEREAS, the staff has reviewed the Preliminary Plat and recommends its approval; and

WHEREAS, The Planning and Zoning Commission has reviewed the preliminary plat for Ashland Commons Plat 1 and recommended the approval of the preliminary plat for Ashland Commons Plat 1 at their meeting on February 11, 2020;

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

Section 1. The Board of Aldermen has reviewed the preliminary plat and has determined that it conforms to the long term land use strategy adopted by the City as part of its comprehensive plan.

Section 2. The Board of Aldermen approves the preliminary plat for Ashland Commons Plat 1.

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

Dated this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ASHLAND COMMONS, LLC TO PERMIT A PLANNED RESIDENTIAL DEVELOPMENT

WHEREAS, Ashland Commons, LLC are the owners of the Ashland Commons Plat 1 in the City of Ashland; and

WHEREAS, this property is located in the G-C, General Commercial zoning district; and

WHEREAS, Ashland Commons, LLC has applied for a Conditional Use Permit to permit a Planned Residential Development on this property.

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

Section 1. The Board of Aldermen, having duly considered the application and evidence in support of the application, makes the following findings:

- 1. The proposed Conditional Use will not be detrimental to or endanger the public health, safety, morals, comfort or welfare.
- 2. The proposed Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
- 3. The establishment of the proposed Conditional Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- 4. Adequate measures will be taken to provide ingress and egress, designed to minimize traffic congestion in the vicinity.
- 5. Adequate utilities, drainage and other necessary facilities have been or will be provided.

Section 2. A Conditional Use Permit for the purpose of a planned residential development is hereby granted to Ashland Commons, LLC for the above-described property.

The Conditional Use will in all other respects conform to the applicable regulations of the district in which it is located, except as may be expressly provided elsewhere in the zoning regulations.

Section 3. The Mayor is hereby given the power to execute the Conditional Use Permit for and on behalf of the City of Ashland, Missouri.

Section 4. The Planning and Zoning Commission recommendations and marked "Exhibit A" are attached to this ordinance.

Section 5. This ordinance shall be in full force and effect upon its passage and approval.

Dated this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Approved as to correct form:

Jeffrey Kays, City Attorney



December 19, 2019

Planning and Zoning Commission
City of Ashland, MO
109 E. Broadway
Ashland, MO, 65010

Re: Ashland Commons Preliminary Plat and Planned Residential Development Submittal

Dear Commissioners,

This letter and attached documentation are intended to begin the process of platting Ashland Commons. Ashland Commons is planned as a mixed used development at the intersection of Henry Clay Blvd. and Liberty Lane. This 25.99 acre tract has been previously annexed and zoned General Commercial (C-G). In this packet you will find:

- Submittal Letter (This document)
- Ashland Commons Preliminary Plat (5 Copies)
- \$200 Check for Preliminary Plat Application Fee
- Planned Residential Development (PRD) Conditional Use Application
- Ashland Commons PRD Letter of Intent
- Ashland Commons PRD Plan (5 Copies)
- List of Owners of Record for all property within 185' of the PRD
- \$300 Check for PRD Conditional Use (\$200 for Application Fee and \$100 for Advertising and Notification)

In addition to the aforementioned documentation, the following information is intended to supplement and clarify the Preliminary Plat.

Planned Residential Development

A PRD request is included with this submittal to allow Residential Uses within a C-G Zoning District and to allow flexibility in Lot Dimensions, Areas, and Setbacks. This is further explained in the Ashland Commons PRD Letter of Intent included in this submittal.

Main Street Relocation and Right of Way

Main Street is a collector street that currently intersects at a severe angle with Henry Clay Blvd. approximately 300' north of Liberty Lane. The angle of this intersection and its proximity to the Liberty Lane and Henry Clay Blvd. intersection was identified early in the planning process as a traffic safety and capacity issue for Ashland as well as for this project. After studying this

roadway configuration, we believe that the best solution for both the City of Ashland and Ashland Commons is to relocate this intersection west to a new intersection with Liberty Lane approximately 550' west of Henry Clay Blvd. This concept was discussed in multiple meetings with the City and the School Superintendent and was viewed favorably in those meetings by all parties.

As part of the realignment of Main Street, a request will be made to vacate the existing portion of South Main Street that is no longer needed. This request will be made during the Final Plat process so that the city can accept the new alignment right of way prior to vacating the excess right of way.

Ashland Commons' vision of the relocated Main Street is to create a pedestrian friendly streetscape with a divided roadway, parallel parking spaces, wide sidewalks and buildings set as close as possible to the sidewalks. The proposed roadway section includes a 10' wide landscaped median with left turn lane pockets, 20' wide travel lanes, 8.5' wide parallel parking spaces, and 10' wide sidewalks. The buildings are proposed to be approximately 10' beyond the sidewalks. In order to facilitate the desired streetscape, we have shown on the preliminary plat a 60' wide right of way (per section 11.205-10B of the ordinances) with 25' Building Setbacks (per the section 9.330.1 of the ordinances). In addition, we have proposed a 20' wide parking, sidewalk, and utility easement on each side of the street to accommodate the sidewalks and that portion of the parking spaces that are outside the 60' wide right of way.

Storm Water Treatment

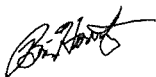
The Common Area (Lot 45) is proposed to contain a storm water detention pond to meet the requirements of the City's storm water ordinances for the site.

Sanitary Sewer

Two options are being explored for Sanitary Sewer. The first option is to connect via gravity sewer to the existing sewer mains to the southwest of the site. This option would require offsite utility easements and possibly an upgrade to the sanitary sewer pump station in Liberty Landing. The second option would be to construct a new pump station on or near Lot 45 that would serve the new development and pump the wastewater to the existing gravity sewer in Main Street on the east side of the development.

Thank you in advance for your consideration of this request. If you have any questions, please do not hesitate to ask.

Sincerely,
Allstate Consultants LLC



Brian Harrington, PE, PTOE
Project Engineer





CONDITIONAL USE Application

SUBMITTAL INFORMATION The undersigned hereby applies to the CITY OF ASHLAND, MISSOURI, For conditional use review as outlined in Chapter 9, Section 9.360, Conditional Use Permit.

Physical Address: Northwest Corner of E. Liberty Lane and Henry Clay Blvd

Parcel ID #: 21-101-06-00-010.02 01

Project Name: Ashland Commons

Applicant Name (Please Print) Allstate Consultants LLC

Address: 3312 LeMone Industrial Blvd **Phone #:** 573-875-8799
Columbia, MO 65201 **Fax #:** _____
E-Mail: bharrington@allstateconsultants.net

Applicant's Signature: _____ **Date** _____

Owner Name Ashland Commons, LLC
Address: 1000 N. Interstate 35, Suite A **Phone #:** 512-848-7030
Round Rock, TX 78681 **Fax #:** _____
E-Mail: quick.don@gmail.com

REQUIRED SUBMITTALS WITH COMPLETED APPLICATION

- Conditional Use Requested (City Code #) Planned Residential Development (PRD)
- Property survey
- Letter of Intent for Zoning Use or Building Use
- Names and addresses of all owners of record for all real property located within 185' of the property for which the change is requested.
- Advertising & Notification Charges: \$100 (*you will be billed if advertising/notification costs are exceeded*)
- Stormwater Calculations
- Traffic Study
- Application Fee: \$200 (See page 3)

Staff Signature _____ **Date:** _____

**OFFICE
USE
ONLY**

Application: _____

City Staff Review: _____

Planning & Zoning: _____

Board of Aldermen 1st Reading: _____

Board of Aldermen 2nd Reading: _____

Final Revisions / As-Built Received: _____



December 19, 2019

Planning and Zoning Commission
City of Ashland, MO
109 E. Broadway
Ashland, MO, 65010

Re: Ashland Commons Planned Residential Development Letter of Intent

Dear Commissioners,

This Planned Residential Development (PRD) Plan is being requested to accommodate single family uses in general commercial (C-G) zoning. In addition, this request is intended to both modify (as allowed by section 9.375.5.1) and clarify minimum lot sizes and minimum setbacks.

This request specifically establishes the following parameters:

- Minimum Lot Size-3500 s.f. (This is consistent with the Table in 9.295 for Single Family Dwellings in C-G)
- Minimum Lot Width-50' measured at the building line. (This is consistent with the Table in 9.295 for Single Family Dwellings in C-G)
- Minimum Front Yard-15' (This is a reduction from the 25' Minimum Front Yard required by the Table in 9.330.1 for C-G or R-1)
- Minimum Side Yard-7' * (This is consistent with the Side Yard Minimum in the Table in 9.330.1 for R-1 but is a reduction from the 10' shown in this table for C-G)
- Minimum Total Side Yard-14' * (This is a reduction from the 20' Minimum Total Side Yard required by the Table in 9.330.1 for C-G or R-1)
- Minimum Total Rear Yard-25' * (This is consistent with the Rear Yard Minimum in the Table in 9.330.1 for C-G but is a reduction from the 30' shown in this table for R-1)

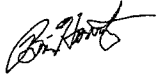
* Section 9.330.18 eliminates side or rear yard setbacks when C-G zoned Lots abut C-G zoning districts. Since the underlying zoning of the entire tract is C-G, this effectively eliminates the side and rear yards for this proposal. However, we are proposing the above minimums with this PRD Plan.

This Ashland Commons PRD request was chosen to allow single family residential uses within a commercial zoning district, accommodate smaller lot sizes than allowed by R-1 zoning, and to allow smaller setbacks than typically allowed. The developer sees an opportunity for a unique residential footprint located next to the commercial hub along S. Main St. that Ashland has not previously had available. Rezoning the tract to Residential (R-1) and requesting variances for the setbacks and minimum lot width was considered, but the PRD process allows the zoning of

Ashland Commons to remain C-G and provides the process for flexible, economical residential housing design.

Thank you in advance for your consideration of this request. If you have any questions, please do not hesitate to ask.

Sincerely,
Allstate Consultants LLC



Brian Harrington, PE, PTOE
Project Engineer



DESCRIPTION FOR PROPOSED PLANNED RESIDENTIAL DEVELOPMENT
ASHLAND COMMONS, LLC , OWNER
JOB #19002.01

DECEMBER 19, 2019

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 46 NORTH, RANGE 12 WEST, ASHLAND, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE TRUSTEE'S DEED RECORDED IN BOOK 4816, PAGE 149, THE WARRANTY DEED RECORDED IN BOOK 4915, PAGE 20 AND THE SURVEY RECORDED IN BOOK 4915, PAGE 16 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SURVEY RECORDED IN BOOK 4915, PAGE 16; THENCE WITH THE NORTH LINE OF SAID SURVEY, S87°41'55"E, 695.47 FEET; THENCE LEAVING SAID NORTH LINE, S32°46'35"W, 208.80 FEET; THENCE, N57°13'25"W, 28.06 FEET; THENCE 79.79 FEET ALONG A 150.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N72°27'40"W, 78.85 FEET; THENCE N87°41'55"W, 39.06 FEET; THENCE S2°46'35"W, 310.84 FEET; THENCE 156.25 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S47°32'20"W, 140.83 FEET; THENCE, N87°41'55"W, 90.00 FEET; THENCE 121.05 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N53°01'15"W, 113.79 FEET; N87°13'25"W, 150.16 FEET TO THE WEST LINE OF SAID SURVEY RECORDED IN BOOK 1915, PAGE 16; THENCE WITH SAID WEST LINE, N0°40'05"E, 489.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.02 ACRES.

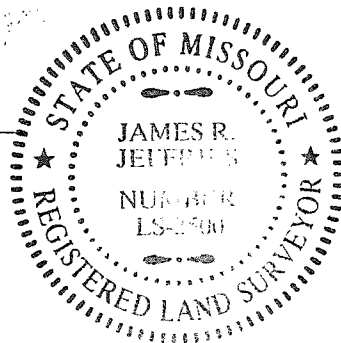
BEARINGS ARE REFERENCED TO GRID NORTH FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) FROM GPS OBSERVATIONS.

ALLSTATE CONSULTANTS LLC



JAMES R. JEFFRIES, PLS-2500

Dec. 19, 2019
DATE



3312 LEMONE INDUSTRIAL BLVD.
COLUMBIA, MO 65201
573-875-8799
ALLSTATE CONSULTANTS LLC
MO PROFESSIONAL LAND SURVEYING
CERTIFICATE OF AUTHORITY #2007000167

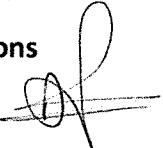


City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine 

Board Meeting Date: February 18, 2020

Re: Lakeview Lake – Property Donation

EXECUTIVE SUMMARY: The City currently owns the eastern part of Lakeview Lake. The western side of the lake is owned by the Richardson Trust. The Richardson family has agreed to donate this parcel to the City of Ashland.

DISCUSSION: A Warranty Deed from Richardson Family Limited Partnership to the City of Ashland has been prepared for Board consideration to accept the parcel. The City's acceptance of this parcel is one more step forward to acquiring the entire lake property so that it can be considered for development as a community fishing lake and recreation area. There is one small parcel remaining that the City will need to acquire to complete this process.

This donated parcel will also give us the additional required right-of-way needed to extend Perry Ave to the north for connection with Industrial Drive.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years):

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the Warranty Deed transferring the property indicated from the Richardson Family Limited Partnership to the City of Ashland.

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. 2020-012

ORDINANCE NO.

AN ORDINANCE ACCEPTING A MISSOURI GENERAL WARRANTY DEED FROM
RICHARDSON FAMILY LIMITED LIABILITY PARTNERSHIP

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

Section 1. The Board of Aldermen hereby approves the warranty deed, transferring property from the Richardson Family Limited Liability Partnership to the City of Ashland, Missouri for Tract 16 of Lakeview Estates.

Section 2. The Missouri Warranty Deed is attached, which by reference is incorporated herein as if more fully and completely set out.

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

Dated this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

MISSOURI GENERAL WARRANTY DEED

This Warranty Deed is made and entered into on the ____ day of _____, 2020, by and between Richardson Family Limited Partnership, a Missouri Limited Partnership, by and through its managing member, Nancy A. Richardson, the "Grantor", (Grantor's mailing address is 15475 Highway 63 South, Ashland, Missouri 65010), and City of Ashland, Missouri, the "Grantee", (Grantee's mailing address is 109 E. Broadway, Ashland, Missouri 65010).

Witness, that said Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration, to it paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, Grant Bargain and Sell, Convey and Confirm, unto the said Grantee and assigns, the following described Lot, Tract or Parcel of Land, lying, being and situate in Boone County, Missouri, to-wit:

A tract of land located in the Northwest Quarter (NW 1/4) of Section 14, Township 46 North, Range 12 West in Ashland, Boone County, Missouri being a part of tract described by Warranty Deed recorded in Book 1209 at Page 126 of said County Records and being more particularly described as follows:

Starting at the West Quarter corner of said Section 14, thence with the Quarter-Section line South 89 degrees 42' East, 322.24 feet to the Easterly Right-of-way of U.S. Highway 63, also being the Southwest corner of Lakeview Estates Plat One (1) as recorded in Plat Book 29 at Page 54 of said County Records; thence with said Right-of-way North 2 degrees 14'30" East, 402.22 feet; thence North 5 degrees 24'30" West, 184.44 feet to the Northwest corner of said Plat One (1) and the Point of Beginning; thence continuing with said Right-of-way North 5 degrees 24'30" West, 16.76 feet; thence North 0 degrees 18'52" East, 736.00 feet to the Northerly side of tract described by said Warranty Deed; thence leaving said Right-of-way and with said North side South 89 degrees 42'00"

East, 112.82 feet; thence leaving said North side South 0 degrees 18'52" West, 73.00 feet to the water's edge of a lake; thence with said water's edge to a point lying South 35 degrees 0'00" East, 250.48 feet; thence continuing with the said edge to a point South 29 degrees 48'00" East, 59.89 feet; thence with water's edge South 22 degrees 36'00" East, 46.30 feet; thence with water's edge South 16 degrees 45'00" East, 44.00 feet; thence with water's edge South 84 degrees 04'00" West, 29.20 feet; thence leaving said water's edge and across the lake to the Northwest corner of Lot Ten (10) of Lakeview Estates Plat Two (2), South 0 degrees 18'00" West, 269.68 feet; thence with the West side of said Plat Two (2) South 0 degrees 18'00" West, 167.28 feet to the Northeast corner of Lot One (1) of Lakeview Estates Plat One (1); thence with the North side of said Plat One (1) North 89 degrees 42'00" West, 289.72 feet to the Beginning and containing 4.253 acres, more or less.

Subject to all easements, restrictions, conditions, reservations, and covenants, if any, now of record, as well as any unpaid taxes, any liens of record, and any outstanding indebtedness secured by Deed of Trust.

to have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantees, and unto their heirs and assigns forever; subject however to real estate taxes for the calendar year 2020 tax year and thereafter.

Grantor represents and warrants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that the premises are free and clear of any encumbrances done or suffered by Grantor or those under whom they claim; that Nancy A. Richardson, is the duly acting member of the aforesaid Richardson Family Limited Partnership, and authorized to make this conveyance on behalf of Grantor.

_____ Date _____, 2020

Grantor's Signature

Richardson Family Limited Partnership by its managing member, Nancy A. Richardson
15475 Highway 63 South, Ashland, Missouri, 65010

State of Missouri)
County of Boone)

I, the undersigned, a Notary Public in said County, in said State, hereby certify that Nancy A. Richardson whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this ___ day of _____, 2020.

Notary Public

My Commission Expires: _____

Richardson Lakeview legal description

A tract of land located in the Northwest Quarter (NW 1/4) of Section 14, Township 46 North, Range 12 West in Ashland, Boone County, Missouri being a part of tract described by Warranty Deed recorded in Book 1209 at Page 126 of said County Records and being more particularly described as follows:

Starting at the West Quarter corner of said Section 14, thence with the Quarter-Section line South 89 degrees 42' East, 322.24 feet to the Easterly Right-of-way of U.S. Highway 63, also being the Southwest corner of Lakeview Estates Plat One (1) as recorded in Plat Book 29 at Page 54 of said County Records; thence with said Right-of-way North 2 degrees 14'30" East, 402.22 feet; thence North 5 degrees 24'30" West, 184.44 feet to the Northwest corner of said Plat One (1) and the Point of Beginning; thence continuing with said Right-of-way North 5 degrees 24'30" West, 16.76 feet; thence North 0 degrees 18'52" East, 736.00 feet to the Northerly side of tract described by said Warranty Deed; thence leaving said Right-of-way and with said North side South 89 degrees 42'00" East, 112.82 feet; thence leaving said North side South 0 degrees 18'52" West, 73.00 feet to the waters edge of a lake; thence with said waters edge to a point lying South 35 degrees 0'00" East, 250.48 feet; thence continuing with the said edge to a point South 29 degrees 48'00" East, 59.89 feet; thence with waters edge South 22 degrees 36'00" East, 46.30 feet; thence with waters edge South 16 degrees 45'00" East, 44.00 feet; thence with waters edge South 84 degrees 04'00" West, 29.20 feet; thence leaving said waters edge and across the lake to the Northwest corner of Lot Ten (10) of Lakeview Estates Plat Two (2), South 0 degrees 18'00" West, 269.68 feet; thence with the West side of said Plat Two (2) South 0 degrees 18'00" West, 167.28 feet to the Northeast corner of Lot One (1) of Lakeview Estates Plat One (1); thence with the North side of said Plat One (1) North 89 degrees 42'00" West, 289.72 feet to the Beginning and containing 4.253 acres, more or less.

Subject to all easements, restrictions, conditions, reservations, and covenants, if any, now of record, as well as any unpaid taxes, any liens of record, and any outstanding indebtedness secured by Deed of Trust.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 4, 2020

Re: Banking Services

EXECUTIVE SUMMARY: The City recently advertised and issued an RFP for Banking Services which closed on January 10, 2020. Three proposals were received: Connections Bank, Callaway Bank and Central Bank, all located in Ashland. The proposal would cover services from date of award for one year with a unilateral right of the City to renew for four additional one-year periods, each to be exercised separately.

DISCUSSION: The City Treasurer and City Administrator have reviewed the three proposals and recommend award to Central Bank of Boone County. While all three firms are qualified, the best overall proposal was submitted by Central Bank (see attached scoring sheet).

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): See fee schedule in attached proposal.

Long Term Impact: See fee schedule in attached proposal.

SUGGESTED BOARD ACTION:

Staff recommends approval of an agreement with Central Bank of Boone County for Banking Services in accordance with the attached RFP and proposal response submitted by Central Bank of Boone County.

AN ORDINANCE OF THE CITY OF ASHLAND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR BANKING SERVICES WITH CENTRAL BANK OF BOONE COUNTY

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

Section 1. That the contract for banking services between the City of Ashland, Missouri and Central Bank of Boone County for commercial banking and depository services, be, and hereby is, approved and that a true and accurate copy of said contract is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the Mayor of the City of Ashland, Missouri is hereby authorized to execute said agreement with Central Bank of Boone County, Missouri commencing February 4, 2020 for one year and unilateral right of the City of Ashland to renew for four additional one-year periods, each to be exercised separately.

Section 3. This ordinance shall be in full force and effect upon final passage and approval.

Dated this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

CONTRACT FOR BANKING SERVICES

This Contract for Banking Services is made effective as of February 4, 2020, by and between the City of Ashland, Missouri of 109 E. Broadway, Ashland, Missouri 65010 (the "Recipient"), and Central Bank of Boone County of 720 E. Broadway, Columbia, Missouri 65201 (the "Provider")

1. DESCRIPTION OF SERVICES. Beginning on February 04, 2020, Central Bank of Boone County will provide to City of Ashland, Missouri the services described in the attached Exhibit (collectively, the "Services"). The attached Exhibit is the Provider's submission to the Recipient's Banking Services Request for Proposals dated January 10, 2020. The parties desire to enter into this contract and adopt the attached Exhibit in its entirety, as the terms and conditions that will bind each party, as though the terms and conditions found in the Exhibit were set forth specifically herein.
2. PAYMENT. City of Ashland, Missouri agrees to pay Central Bank of Boone County for the Services provided pursuant to the terms found in the attached Exhibit.
3. TERM. The term of this contract shall be as provided for in the attached Exhibit.
4. CONFIDENTIALITY. Provider, and its employees, agents, or representatives, except as specifically authorized or required by the terms of the attached Exhibit, and/or the laws of the State of Missouri and ordinances of the City of Ashland, will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in a manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific party, and the confidentiality clause will continue to be in effect for all other occurrences.
5. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.
6. WARRANTY. Provider shall provide its services and meet its obligations under this Contract and the attached Exhibit in a timely and workmanlike manner, using knowledge and recommendations for performing services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to , or superior to, care used by service providers similar to Provider on similar projects.
7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditor's, application or sale for or by any creditor of government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provisions, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with enough detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using Alternative Dispute Resolution procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
10. ENTIRE AGREEMENT. This Contract and the attached Exhibit contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract and the attached Exhibit supersedes any prior written or oral agreements between the parties.
11. SEVERABILITY. If any provision of this Contract of the attached Exhibit will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract and the attached Exhibit is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
12. AMENDMENT. This Contract and the attached Exhibit may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
13. GOVERNING LAW. This Contract and the attached Exhibit shall be construed in accordance with the laws of the State of Missouri.
14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract and the attached Exhibit shall not be construed as a waiver or limitation of that party's right to subsequently enforce an compel strict compliance with every provision of this Contract and the attached Exhibit.
16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient: City of Ashland, Missouri

By: _____
Mayor Gene Rhorer

Approved as to form by its attorney:

By: _____
Jeffrey R. Kays


Service Provider: Central Bank of Boone County

By: _____
Judy Starr

RFP FOR BANKING SERVICES, JANUARY, 2020

PROPOSER: CENTRAL BANK

Evaluation Criteria Scoring Category	Maximum Points	Score
Respondent's investment of idle funds	50	43
Respondent's Cyber & Physical Security Measures	25	23
Respondent's Experience, Reliability & Expertise	20	20
Knowledge and familiarity with municipal government	5	5
	100	91

Evaluator Signature: 
Jon Sanders, Treasurer

Date:

RFP FOR BANKING SERVICES, JANUARY, 2020

PROPOSER: CONNECTIONS BANK

Evaluation Criteria Scoring Category	Maximum Points	Score
Respondent's investment of idle funds	50	44
Respondent's Cyber & Physical Security Measures	25	15
Respondent's Experience, Reliability & Expertise	20	17
Knowledge and familiarity with municipal government	5	4
	100	80

Evaluator Signature:


Jon Sanders, Treasurer


Date:

RFP FOR BANKING SERVICES, JANUARY, 2020

PROPOSER: CALLAWAY BANK

Evaluation Criteria Scoring Category	Maximum Points	Score
Respondent's investment of idle funds	50	45
Respondent's Cyber & Physical Security Measures	25	15
Respondent's Experience, Reliability & Expertise	20	13
Knowledge and familiarity with municipal government	5	1
	100	74

Evaluator Signature:


Jon Sanders, Treasurer

Date:



Central Bank of Boone County

Strong roots. Endless possibilities.™



City of Ashland
Banking Services
Request for Proposals

January 10, 2020



Central Bank of Boone County

Strong roots. Endless possibilities.™

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- **Mandatory Requirements Checklist**
- **Pricing Schedule**
- **References**

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- **About Us**
- **Business Continuity and Disaster Recovery**
- **Central Bank of Boone County Locations and Hours List**
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Banking Services

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 - **Payee Positive Pay**
 - **Account Reconciliation**
 - **ReSubmitIt**
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 - **Remote Deposit**
 - **Payroll Cards**
 - **Image Library CDROM**
 - **Health Savings Accounts (HSA)**
 - **Investments**
 - **CDARS/ICS Program**
- **Merchant Services**



RFP TITLE: Banking Services

RFP No. _____

ISSUE DATE: December 12, 2019

RETURN PROPOSAL NO LATER THAN: January 10, 2019 at 5:00 P.M.

DELIVERY INSTRUCTIONS: Clearly print or type **Banking Services Proposal** on the outside of a **SEALED** envelope or package. Proposals may be mailed or delivered to Office of the City Administrator, Attn: Tony St. Romaine, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

CONTRACT PERIOD: The contract shall be effective from date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

The offeror hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME Central Bank of Boone County
MAILING ADDRESS P.O. Box 678
CITY, STATE, ZIP CODE Columbia, MO 65205

CONTACT PERSON Judy Starr	EMAIL ADDRESS judy.starr@centralbank.net
PHONE NUMBER (573) 874-8506	FAX NUMBER (573) 874-8432
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE January 10, 2020
PRINTED NAME Judy Starr	TITLE Executive Vice President, CFO

Proposal Response Forms

- **Addendum One**
- **Scope of Services**
- **Description of Accounts**
- **Mandatory Requirements Checklist**
- **Pricing Schedule**
- **References**



Request for Proposal
City of Ashland, Missouri
Addendum One

Amendments to RFP

1. Page 1 – Date of submission

The submission date is being updated to reflect an error in the submission year. The original RFP states a submission date of **January 10, 2019 by 5:00 PM**. This is being amended to **January 10, 2020 at 5:00 PM**.

SCOPE OF WORK & INSTITUTION QUALIFICATIONS

PERIOD OF SERVICE:

The contract shall be effective from date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

SCOPE OF SERVICES:

Central Bank of Boone County agrees to contract with the City of Ashland to provide the following, as requested. Additional information is included with this response.

1. Provide banking/depository services for the City's general operating account, main operating account, community function account and other banking services described.
 1. With the exception of investing idle funds over night, this RFP is not requesting investment services.
 2. The City of Ashland, Missouri is fourth class municipality and operates under the Mayor/city administrator/ alderman form of government with annual revenues of \$8 million.
 3. The intent of this request for proposal is to determine the banking institution offering the highest quality and most advantageous services at the lowest cost to the taxpayers.
2. The City currently utilizes Summit Simple City Accounting Software for operations including Accounting, Utility Billing and Payroll.
3. The City currently manages most aspects of its banking services on-line. Therefore; the Respondent's ability to provide on-line access to the City's accounts and activity, described herein, is critical and will be given preference in the evaluation process; efficiency and security will receive strong emphasis as well.
4. Interest Rate Earnings: Interest will be earned on available balances and credited at least monthly. Respondent shall provide a detailed description of how interest and balances to be invested are calculated and provide examples. Respondents are permitted to select any index they wish to use.
5. Account Fee Analysis: Contractor shall use the last banking business day of each month as the cut-off date for statement purposes for the City's accounts. Contractor shall provide a monthly fee analysis statement by at least the fifth business day of the following month stating the type and amounts of each service provided, service charges incurred and a computation of the accounts' average daily collected balances during the month.
 1. Contractor shall charge all fees agreed upon as part of this proposal, on the monthly itemized account analysis statement. Fees will be paid by a debit to the main and general account.
 2. Contractor shall not pass FDIC insurance premiums and/or assessments through to the City.
 3. Any use of compensating balances to reduce fees shall be clearly delineated in the Respondents account analysis in his/her proposal. Respondent shall provide an example if being proposed.
6. On-line Access: The contractor shall provide the City secure on-line Internet access. The on-line system must be accurate and functional during the City's normal business hours, primarily 7am -

6pm, M-F. Accessibility during non-business hours is also highly desirable. The contractor's on-line internet access must provide the following functions:

1. Ability to select and view by date range at least 60 days of historical activity.
 2. Ability to upload and process ACH files.
 3. Ability to process and view stop payments and voids of checks.
 4. Ability to view, print, and e-mail images of cleared checks, front and back.
 5. Ability to access copies of bank statements with at least a 6 month history.
 6. Ability to view, search, and print credit card transactions and batch data if applicable.
 7. Ability to select and view at least 60 days of historical activity by transaction type.
 8. Ability to process requests for wire transfers.
 9. Ability to view incoming/outgoing wire transfers.
 10. Ability to view individual return items, front and back and view ACH return items
7. Account Reconciliation: Account reconciliation is required monthly. An electronic file shall be provided by the contractor within no more than 10 days following the end of the month, listing all cleared items for the preceding month.
8. Deposits:
1. Cash Handling: Branch Access for validated cash counting. The City would deliver deposits to the Contractor's facilities. The City may at its discretion, require that the cash portion of any deposit be counted and validated immediately upon delivery to the bank. The City's current practice is to require immediate validation on all. Respondent should list all branch facilities, hours, and drop box locations. Respondent shall describe in detail the cash handling methods proposed and any applicable fees.
 2. Deposit Tickets: Contractor shall provide deposit slips as needed by the City.

Deposits are processed and balanced immediately upon receipt. Cash is verified first and then checks are scanned. If a deposit difference is detected, City staff will be contacted. The City will not be assessed a cash handling fee.

9. Discrepancies in Deposits: Respondent shall describe, in detail, their proposed deposit discrepancy thresholds and when they will process deposits as presented. As a guide the City expects the following:
1. Corrections to cash portions that are validated upon delivery of deposit should be adjusted and corrected immediately.
 2. Other corrected deposits shall have separate adjustment as follows: Original deposit shall be credited Correction shall be appropriately documented and viewable on-line within one business day. A more detailed supplemental correction may be provided to the City within 3 days of the deposit.

Deposits are processed and balanced immediately upon receipt. Cash is verified first and then checks are scanned. If a deposit difference is detected, City staff will be contacted.

10. Wire Transfers: It is estimated that the City will have approximately 1 to 4 incoming and outgoing wire transfers per month. Wire transfers will be of a repetitive and non-repetitive nature. The contractor shall process the City's requests for Wire transfers of funds via the Federal Reserve wire system in a secure expeditious manner, regardless of whether the request is in writing, by telephone, or via terminal access. The City prefers to utilize an electronic system with appropriate documentation to initiate wire transfers.
1. Respondent shall identify associated cost on the fee schedule.

2. Respondent shall identify options available for delivery and confirmation, any applicable deadlines, and samples of reports available.
3. Respondent shall describe notification process/method and provide samples.

Information on wire transfers, including samples requested above, is included under the "Banking Services" section of this response.

11. Special Request Wires: On occasion, the City requires wire transfers on an expedited basis. The contractor shall have a representative available to process such request as needed.
12. ACH Transfers: The contractor shall have the ability to accept and process ACH transfers into the ACH system on behalf of the City. Transactions shall be viewable, on-line by 8AM each day.
 1. All ACH transactions shall include the originator ID and any additional information about the transaction which is available.
 2. The City prefers the ACH information, as stated above be posted and viewable, on-line, at the start of business each day (by 8AM) if originator details are not available on-line, then the details must be available by next day.
 3. The contractor shall have the ability to accept and process electronic files for payroll and utility billing.
13. Authorization Security: The City Treasurer will designate, in writing, those individuals authorized to initiate funds transfers, wire transfers, ACH processing, stop payments, etc. The Contractor shall have procedures in place to ensure that only authorized individuals are able to access and initiate transactions on behalf of the City.
 1. Respondent shall describe, in detail, the procedures proposed to ensure that only authorized individuals are given access.

Information on authorized security is included under the "Banking Services" section of this response.

14. Overdrafts: The City has long-standing, established procedures to manage its finances in an efficient manner to ensure that over drafts should not occur. However; in the rare instance that an over draft would occur, the contractor shall cover all checks issued. The City Treasurer, or other Treasury personnel, will be notified about any overdrafts within 24 hours of occurrence, at which time the City agrees to cover the overdraft. The City does not expect to be charged for overdrafts of reasonable negative amounts that occur infrequently.
15. Availability of Funds: At a minimum, the City desires that any deposit that gets delivered to the bank by 3 PM Central Standard Time will be credited on that day's business. The contractor shall grant same day credit and collected funds status to any cash or checks drawn on the Bank, which are deposited into the City's account prior to 3:00 p.m. Central Standard Time.

Same day ledger credit is offered for all deposits received by 3:00pm Monday through Friday at the branch in Ashland. Central Bank's eDeposit service offers same day ledger credit until 6pm Monday through Friday.

16. Returned Payments: The contractor shall present all items returned for insufficient funds to the clearing bank for payment two (2) times.
 1. Respondent shall state any variations for returned payment services and any fees which apply.

17. Earnings on Idle Funds: The contractor shall provide an automatic investment service to invest temporarily idle funds on an overnight basis. The City's general and main bank accounts covered by this RFP are used as the primary means to meet short term cashflow requirements.

1. The City intends to continue the practice of investing the large majority of its surplus or excess funds outside the scope of the depository agreement which results from this Request for Proposal.
2. The City's general and main bank accounts typically have a daily remaining balance of approximately \$300,000 to \$4 million in total. However, the bank should be prepared to accommodate total investable balances ranging from zero to \$5.5 million. In addition, the City occasionally may have a situation requiring potential remaining balances in excess of \$6.5 million.
3. Restrictions on collateral pledged against deposits are addressed in Chapter 8.080 of the Ashland City Code, which is listed below. Any proposal for investment of idle funds must be restricted to those securities listed below:

- a. U.S. treasuries and securities having principal and /or interest guaranteed by the U.S. government.....100%
- b. Collateralized time and demand deposits.....100%
- c. U.S. Government agencies, and government sponsored enterprises.....no more than 60%
- d. Collateralized repurchase agreements.....50%
- e. U.S. Government agency callable securities.....no more than 30%
- f. Commercial Paper.....no more than 30%
- g. Bankers' Acceptances.....no more than 30%.

Central Bank of Boone County will provide collateral for the City's deposits in excess of the FDIC insurance limits. The type of collateral will comply with all applicable national, state, and city laws and will be approved by the City. Additional information on services available for investing surplus or excess funds outside the scope of this RFP are included with this response.

18. Additional Services:

1. Designation of Bank Officer(s): The successful Respondent shall designate one or more bank officer as the point of contact for City business for communication and processing purposes.
2. Safe Deposit Boxes: Safety Deposit boxes are not currently used but may be requested in the future. Respondent shall provide pricing and size information on the fee schedule.
3. Travelers' and Cashiers' Checks: The successful Respondent shall provide travelers' and cashiers' checks for City employees on official City business at no cost to the City. Convenience cards may be substituted for traveler's checks provided that they allow for reasonably convenient access to cash.

Central Bank of Boone County will provide Cashiers' Checks to the City at no cost. Travelers' Checks are not available from the Bank.

4. Procurement Card: The City Currently pays several monthly statements and is looking to consolidate several of these by providing procurment cards for certain city staff members. Respondent shall detail Card services and security.

DESCRIPTION OF ACCOUNTS:

General Account

This account receives all deposits and withdrawals pertaining to the City's general, police, court and street functions. Deposit types include, cash, check, ACH and online banking transfers. Withdrawals types include check, ACH, wire and online banking transfers. This account will have daily deposits and withdrawals.

General Account—Central Bank of Boone County suggests a cash management (sweep) account for the City's General Account. With this type of account, all excess funds are swept automatically at the end of the day into a security repurchase agreement. The interest rate paid on the account will be 13 basis points above the 91-day Treasury bill discount rate established by the most recent auction, adjusted weekly. The 91-day Treasury bill discount rate as of January 8, 2020 is 1.52%. The City will pay the fees for services listed in the Pricing Schedule enclosed with this bid response. There is no minimum balance requirement.

Main Account

This account receives all deposits and withdrawals pertaining to the City's water, sewer and trash functions. Deposit types include, cash, check, ACH, online banking transfers. Withdrawals types include check, ACH, wire and online banking transfers. Deposits and withdrawals from this account are a daily occurrence.

Main Account—Central Bank of Boone County suggests a cash management (sweep) account for the City's Main Account. With this type of account, all excess funds are swept automatically at the end of the day into a security repurchase agreement. The interest rate paid on the account will be 13 basis points above the 91-day Treasury bill discount rate established by the most recent auction, adjusted weekly. The 91-day Treasury bill discount rate as of January 8, 2020 is 1.52%. The City will pay the fees for services listed in the Pricing Schedule enclosed with this bid response. There is no minimum balance requirement.

Community Function Account:

This account is designated for donations to the City of Ashland to include Parks, Police and General. This account has several deposits monthly with higher frequency in seasonal months due to various city events. Withdrawals from this account are few, with three or fewer withdrawals per month taking place.

Community Function Account—Central Bank of Boone County suggests a money market account for the City's Community Function Account. Money market accounts, by law, cannot be used as a normal checking account. Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, debit card, or similar order to third parties are limited to six per monthly statement cycle. There is no minimum balance requirement. The interest rate earned is determined by the account balance and is subject to change without notice.

INSTITUTION QUALIFICATIONS:

Respondents to this RFP shall have the following minimum qualifications:

- Must be federally insured by FDIC or NCUSIF coverage.
- Must have experience with commercial or government banking.
- Must have a proven track record of cyber and physical account security.
- The Respondent is either a federal government or State government chartered banking institution.
- The Respondent has a full-service banking facility in the State of Missouri.

Central Bank of Boone County meets the above qualifications. Additional information on cyber and physical account security is included under the "Banking Services" section of this response.

MANDATORY REQUIREMENTS:

Requirements: The following requirements are mandatory for the City's banking provider. Please review and complete the checklist to indicate if you comply with these requirements, by initializing each item. Respondents may (*) a requirement and document an alternative solution to meet the requirement. If the alternative is cost effective and meets the current and/or projected needs of the City, then the respondent will be considered to have met the mandatory requirement.

- It will be the City's discretion whether or not alternatives meet the City's banking needs.

1. Eligibility Requirements – all Respondents must attest to the following:

- a. The Respondent is either a federal government or State government chartered banking institution.
- b. The Respondent has a full-service banking facility in Ashland, Missouri.
- c. The Respondent is a federally insured banking institution.
- d. The Respondent complies with Federal Regulation guidelines indicating Respondent is well capitalized.
- e. The Respondent understands and acknowledges that upon execution of a contract, all information submitted in response to this Request for Proposals is considered an open record under Missouri law and will be made available in response to public information requests.

2. Establishment of Bank Accounts

- a. The contractor shall establish three (3) separate accounts, all of which utilizing payee positive pay against which the City or its third party administrator may issue checks.
- b. The contractor shall establish, as requested by the City, additional bank accounts in accordance with the requirements of this RFP using the fee schedule provided in the contractor's proposal.
- c. The contractor shall provide ACH debit blocks and/or filters for any bank accounts covered by this contract as requested by the City.

3. Reporting Requirements

- a. The contractor must comply with the following bank statement requirements:
 - (1) Daily bank statements detailing transaction activity on the City's accounts. This must be available on-line via a secure Internet reporting tool.
 - (2) Hard (paper) copy monthly bank statements detailing transaction activity on all accounts.
 - (3) Transaction detail on reports and statements must sufficiently identify transactions for reconciliation purposes. Upon request from the City, the contractor must further identify transactions to facilitate reconciliation of an account.

(4) Corrections/Adjustments: When corrections/adjustments are required to bank statements to reflect actual activity, documentation must be provided to the City within three (3) business days of notification of the error. Documentation must be in a form acceptable to the City.

4. Imaging Requirements

Y a. Images of all payments made on the City's accounts must be provided to the City by the contractor.

5. Automated Payment Reconciliation

Y a. The contractor shall provide payee positive pay services on all check disbursement accounts covered by this contract. As such, the contractor shall verify all payments presented against City accounts against the outstanding file prior to payment to ensure that no altered checks, stop-pay checks, stale-dated (checks older than twelve (12) months from the issuance date), or unauthorized checks are paid by verifying the check number, date, and dollar amount of the check.

Y b. If the contractor is presented with an invalid or fraudulent item drawn on any account covered by this contract, a copy of the item shall be delivered to the City within one (1) working day of presentment to and rejection by the contractor.

6. Positive Pay:

Y a. Contractor shall provide a positive pay system which compares, at a minimum, check number and dollar amount. Contractor may also provide pricing for an enhanced system to include payee and other items available.

Y b. The contractor shall provide prior notice to the City of any exception item from the positive pay file and allow for review and correction of each item prior to rejection of the item.

7. ACH and Wire Transfer Requirements

Y a. All incoming ACH transactions must be memo posted to the appropriate account by 8 a.m. on the effective date of the transaction.

Y b. All incoming wires must be processed and promptly posted to the appropriate account the day the wire is received by the contractor.

Y c. Information on incoming wires must be communicated by the contractor to the City within thirty (30) minutes of receipt of the wire by the contractor via fax or e-mail.

8. Stop Payments/Voided Checks:

Y a. The contractor must provide an on-line system for the placement of stop payments and releases of stop payments by designated City personnel on outstanding payments. The system must provide immediate acknowledgment that the stop payment or void was accepted to the contractor's system.

Y b. Stop payments on all accounts shall be valid for twelve (12) months.

Y c. The contractor shall provide the City with access to a history file of stop payments placed and released on the respective accounts with the contractor.

9. Information Access and Account Transfers

Y a. The contractor shall provide electronic access by the City to the daily ledger balance, collected balance and all account activity for each account by 8 a.m. CST for the previous day's activity. Same day information regarding account activity must be available on-line, including wire transfers sent and received and incoming ACH transactions effective for the current business day (memo posting). Electronic Access must be available through a secure Internet reporting tool or other means acceptable to the City.

Y b. The contractor must provide the City the ability to perform same day, on-line transfers between accounts covered by this contract.

10. Consolidated Balance Requirements

 a. The Contractor agrees that the individual accounts may be overdrawn as long as combined total balances maintained by the City are positive.

 b. The contractor shall not charge for daylight overdrafts.

11. Quality of Service

 a. The contractor shall monitor the quality of service provided to the City and shall promptly correct any deficiencies noted by the City or the contractor's staff with relation to the services provided to the City.

12. Confidentiality

 a. The contractor shall maintain complete confidentiality of all records relating to services performed under the contract in accordance with State and federal laws, rules and regulations. No list, report or other materials generated from dates covered under the contract may be disclosed or transferred by contractor to any other person or entity.

13. Collateral Requirements

 a. The contractor shall provide collateral security at 105% of market value for the City deposits in excess of FDIC insurance coverage from a list of acceptable securities.

Central Bank of Boone County Pricing Schedule

Effective January 1, 2020

Account Maintenance Fee	
Checking Account	\$8.00/month
Money Market Account	No Charge
Certificates of Deposit	No Charge
Account Analysis Statement	No Charge
Checks/Debits	\$0.12/item
ACH Debit Received	\$0.12/item
Deposits/Credits	\$0.05/item
eDeposit Credit	\$0.04/item
Items Deposited	\$0.10/item
eDeposit Item Deposited	\$0.08/item
Return Deposited Item	\$7.00/item
Reclear Item	\$5.00/item
Imprinted Checks	Our Cost Only, No Mark-up
Deposit slips	Our Cost Only, No Mark-up
Coin Bags	No Charge
Locking Bags	\$35.00/bag
BusinessLink Basic	No Charge
BusinessLink Corporate (Wires & ACH)	\$25.00/month
Stop Payment Order	\$35.00 /stop
Stop Payment Order through BusinessLink	\$15.00/stop
Wire Transfers	
Incoming	\$10.00/wire
Outgoing	\$20.00/wire
Outgoing through BusinessLink	\$10.00/wire
Outgoing International	\$60.00/wire
BusinessLink International	\$45.00/wire
ACH Processing Fees	
ACH Item Originated	\$0.10/item
ACH File Originated	\$2.00 /file
ACH Return	\$2.00 per item
Unauthorized ACH Return	\$7.50 per item
Same Day ACH	\$0.50 per item

Payee Positive Pay	\$10.00/month per checking account, includes ACH Debit Filter \$0.04 per item
FDIC Insurance/Assessments	No Charge
Cash Handling Fee	No Charge
Overdraft Fee	No Charge
Funds Usage Fee	No Charge
eDeposit Scanner	Purchase – \$1200.00 Lease – \$35.00/month
CDROM Images	\$14.00/CD Onetime software fee \$325.00

Safe Deposit Box provided to the City at no charge.

Depth	Width	Length
2"	5"	22"
3"	5"	22"
4"	5"	22"
5"	5"	22"
3"	10"	22"
5"	10"	22"
10"	10"	22"

References and Experience

A list of at least three (3) references for which similar services were provided, including contact name and phone number for each, is included below.

1. Company Name: Southern Boone County R1 School District
Business Address: 303 North Main St., Ashland, MO 65010
Name & Title of Contact: Phyllis Weter, District Finance Manager
Phone Number of Contact: (573) 657-3201
Email: pweter@ashland.k12.mo.us

2. Company Name: City of Centralia
Business Address: 802 W Lakeview St., Centralia, MO 65240
Name & Title of Contact: Heather Russell, City Administrator
Phone Number of Contact: (573) 682-2139
Email: heather@centraliamo.org

3. Company Name: County of Boone
Business Address: 801 E Walnut St., Columbia, MO 65201
Name & Title of Contact: Thomas Darrough, County Treasurer
Phone Number of Contact: (573) 886-4367
Email: tdarrough@boonecountymo.org

Central Bancompany's affiliates and Government Division personnel actively manage over 400 public fund relationships. Central Bank has provided banking and cash management services for over 40 years to large and complex customers such as the MO Department of Revenue, State Treasurer's Office, and the MO Department of Corrections. Collectively, Central Bancompany affiliates provide payment processing services to over 70 municipalities in Missouri.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 4, 2020

Re: Changes to Chapter 2 (City Organization) of the Code of Ordinances

EXECUTIVE SUMMARY: On January 7, 2020 the Board of Aldermen approved changes to Chapter 7 (Selection of Professional Services, Procurement, Conflict of Interest) of the City's Code of Ordinances related to purchasing dollar thresholds. Section 7.200 requires all purchases of supplies, materials and equipment to be by competitive bid if exceeding \$5,000.

DISCUSSION:

The proposed change to Chapter 2 (2.103, 2B) shown below is recommended so that the provisions are consistent with Chapter 7.

B. Purchasing: The City Administrator shall be the purchasing agent for the City of Ashland and all purchases amounting to less than ~~twenty five hundred~~ **five thousand** dollars (~~\$2,500.00~~ **\$5,000.00**) shall be made under his or her direction and supervision, and all such purchases shall be made in accordance with purchasing rules and procedures approved by the Board of Aldermen. (amended Council Bill No. 2008-007, 2-19-08)

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$0

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation adopting changes to Chapter 2, Section 2.103, Paragraph 2B as proposed.

COUNCIL BILL NO. 2020-005

ORDINANCE NO. 1285

AN ORDINANCE TO AMEND CHAPTER 2 OF THE CITY CODE, SECTION 2.103
PERTAINING TO PURCHASING

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

Section 1. Section 2.103 of Chapter 2 of the Ashland City Code is hereby amended as follows:

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

Section 2.103 Paragraph 2. B

Purchasing: The City Administrator shall be the purchasing agent for the City of Ashland and all purchases amounting to less than ~~twenty-five hundred dollars~~ five thousand dollars (\$2,500.00) \$5,000.00 shall be made under his or her direction and supervision, and all such purchases shall be made in accordance with purchasing rules and procedures approved by the Board of Aldermen.

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

Dated this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 18, 2020

Re: City's Pocket Park - Replat

EXECUTIVE SUMMARY: In September, 2019, the Board of Aldermen requested that City staff determine if there was any interest by adjoining property owners in acquiring the City's pocket park property. Letters were sent to the property owners and the City received interest from two of the three adjoining property owners.

DISCUSSION: Following meetings with the two owners - Jeffrey Heidenreich and Tara Teel, an agreement was reached to divide the property as shown on the attached draft map. Both property owners have agreed to reimburse the City for the costs that the City would incur to replat the parcel. That cost will not exceed \$2,500. The attached agreement documents this understanding. Should the Board of Aldermen approve the Resolution, Allstate Engineering will be directed to complete the survey and prepare the new plat.

FISCAL IMPACT:

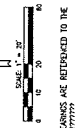
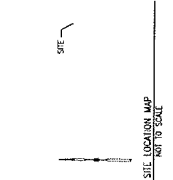
Short Term Impact (cost proposed legislation the next 2 years): \$0

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends the Board of Aldermen approve the legislation for agreements with Jeffrey Heidenreich and Tara Teel to reimburse the City for preparing the revised plat.

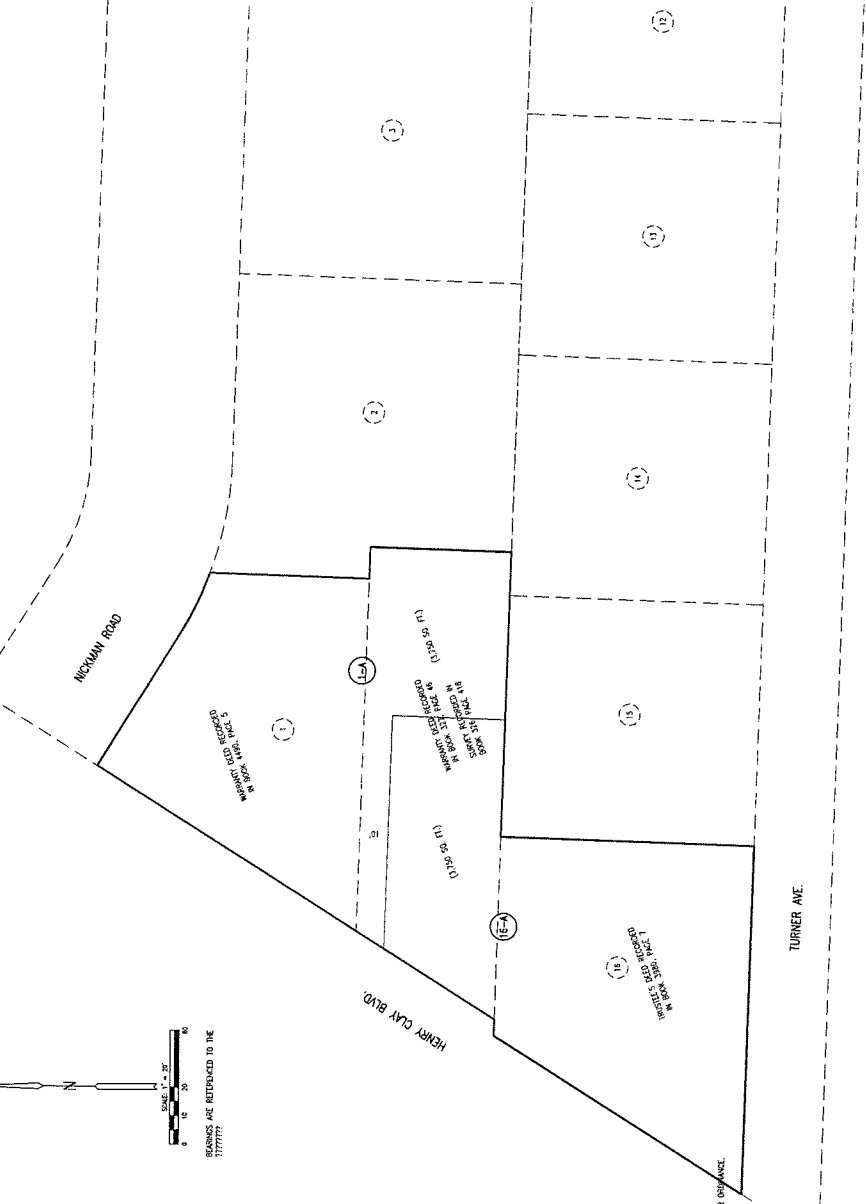
FILED FOR RECORD, BOONE COUNTY, MISSOURI
 MERRA INTEL, RECORDER OF DEEDS



- LEGEND**
- PERMITS (UNLESS NOTED OTHERWISE)
 - E EMBANKMENT (UNLESS NOTED OTHERWISE)
 - S SET 1/2" BORN PIPE (UNLESS NOTED OTHERWISE)
 - STORMWATER MANHOLE (UNLESS NOTED OTHERWISE)
 - (1/2" BORN PIPE W/ALUM CAP)
 - 8" BORN PIPE
 - (1/2" BORN PIPE W/ALUM CAP)
 - RECORD MEASUREMENT
 - 1/2" BORN PIPE WITH CHILLED 'Y'
 - CENTERLINE
 - FENCE

- NOTES**
1. THIS PLAN CONFORMS TO THE ACCURACY STANDARDS FOR PLANS FOR RECORD BY MISSOURI BOARD RULE 20 CSR 200-16-040(2)(A)
 2. PERMANENT MONUMENTS ARE TO BE SET AFTER STREET CONSTRUCTION IS COMPLETE, UNLESS OTHERWISE NOTED.
 3. ALL PERMS ARE TO BE SET WITH CONSTRUCTION UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO THE CENTERLINE OF THE ROAD OR UNLESS OTHERWISE NOTED AS TO THE CORNER OF THE LOT.
 5. RECORD THE INFORMATION FOR THIS PLAN WAS OBTAINED FROM THE RECORD BOOK NUMBER DATED MONTH OF YEAR.
 6. TRACT MAY BE SUBJECT TO THE BOONE COUNTY STORM WATER ORDINANCE.
 7. THIS TRACT MAY BE FINISHED OR IMPROVED BEFORE THE BOONE COUNTY COMMISSION AS ALLOWED BY THE BOONE COUNTY SUBDIVISION REGULATIONS.
 8. THIS TRACT IS SUBJECT TO THE BOONE COUNTY STORM WATER ORDINANCE.

SECTION	1	2	3	4	5	6	7	8	9	10	11	12
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KNOW ALL MEN BY THESE PRESENTS
 I, JEFFREY MICHAEL HEDGECOCK, WILBERT RAY FREEMAN, TARA M. TEL, AND THE CITY OF BOONE, MISSOURI, DO HEREBY CERTIFY THAT THE BEING DESCRIBED TRACT, THAT COULD BE SUBJECT TO A SUBSEQUENT INTEREST ON THIS DATE, IN WILBERT RAY FREEMAN, JEFFREY MICHAEL HEDGECOCK, WILBERT RAY FREEMAN, TARA M. TEL, AND TONY ST. ROMAN, CITY ADMINISTRATOR HAVE CAUSED THESE PRESENTS TO BE SIGNED, DATED, AND FORWARDED TO THE PUBLIC USE THEREOF.

JEFFREY MICHAEL HEDGECOCK
 STATE OF MISSOURI }
 COUNTY OF BOONE } SS
 ON THIS _____ DAY OF _____ IN THE YEAR 2020, BEFORE ME, BETTY LOU COBB, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEFFREY MICHAEL HEDGECOCK, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE INSTRUMENT HEREBY REFERRED TO AND ADMITTED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES HEREIN STATED.

BETTY LOU COBB
 MISSOURI PUBLIC
 NOTARY COMMISSION #154606989
 EXPIRES DECEMBER 6, 2023

WILBERT RAY FREEMAN
 TARA M. TEL

STATE OF MISSOURI
 COUNTY OF BOONE

TONY ST. ROMAN, CITY ADMINISTRATOR

BETTY LOU COBB
 MISSOURI PUBLIC
 NOTARY COMMISSION #154606989
 EXPIRES DECEMBER 6, 2023

CITY OF BOONE

BETTY LOU COBB
 MISSOURI PUBLIC
 NOTARY COMMISSION #154606989
 EXPIRES DECEMBER 6, 2023

CERTIFICATION

I, JEFFREY MICHAEL HEDGECOCK, WILBERT RAY FREEMAN, TARA M. TEL, AND TONY ST. ROMAN, CITY ADMINISTRATOR, HAVE CAUSED THESE PRESENTS TO BE SIGNED, DATED, AND FORWARDED TO THE PUBLIC USE THEREOF.

STATE OF MISSOURI }
 COUNTY OF BOONE } SS
 ON THIS _____ DAY OF _____ IN THE YEAR 2020, BEFORE ME, BETTY LOU COBB, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES R. JAMES, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE INSTRUMENT HEREBY REFERRED TO AND ADMITTED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES HEREIN STATED.

BETTY LOU COBB

JAMES R. JAMES, PLS-15500
 MISSOURI PUBLIC
 NOTARY COMMISSION #154606989
 EXPIRES DECEMBER 6, 2023

SUBSCRIBED AND ATTESTED BEFORE ME THIS _____ DAY OF _____, 2018.

BETTY LOU COBB

NOTARY PUBLIC
 MISSOURI COMMISSION #154606989
 EXPIRES DECEMBER 6, 2023

SURVEY AND PLAT BY ALLSTATE CONSULTANTS LLC

TURNER VALLEY ESTATES PLAT 2 A
 REFUTAL OF ALL OTHER PLATS OF TURNER VALLEY ESTATES AND LOT 1,
 REFUTAL OF OTHER PLATS OF TURNER VALLEY ESTATES
 LOCATED IN SECTION 10, TOWNSHIP 46 NORTH, RANGE 13 WEST
 BOONE COUNTY, MISSOURI

ALLSTATE
 CONSULTANTS LLC
 3311 JEFFERSON AVENUE
 ST. LOUIS, MO 63103
 ALLSTATE CONSULTANTS LLC
 30 PROFESSIONAL LAND SURVEYING
 COUNTY OF BOONE, MISSOURI

DRAFT

APPROVED BY THE CITY OF BOONE PLANNING AND ZONING INS _____ DAY OF _____, 2020

RECORDED AND ACCEPTED BY THE CITY OF BOONE BOARD OF ALDERMEN ON THIS _____ DAY OF _____, 2020

GENE ROYER, MAYOR

EMMA SAMP, CITY CLERK

Nickman I

105.48'

79.0'

N Henry Clay Blvd

517.8'

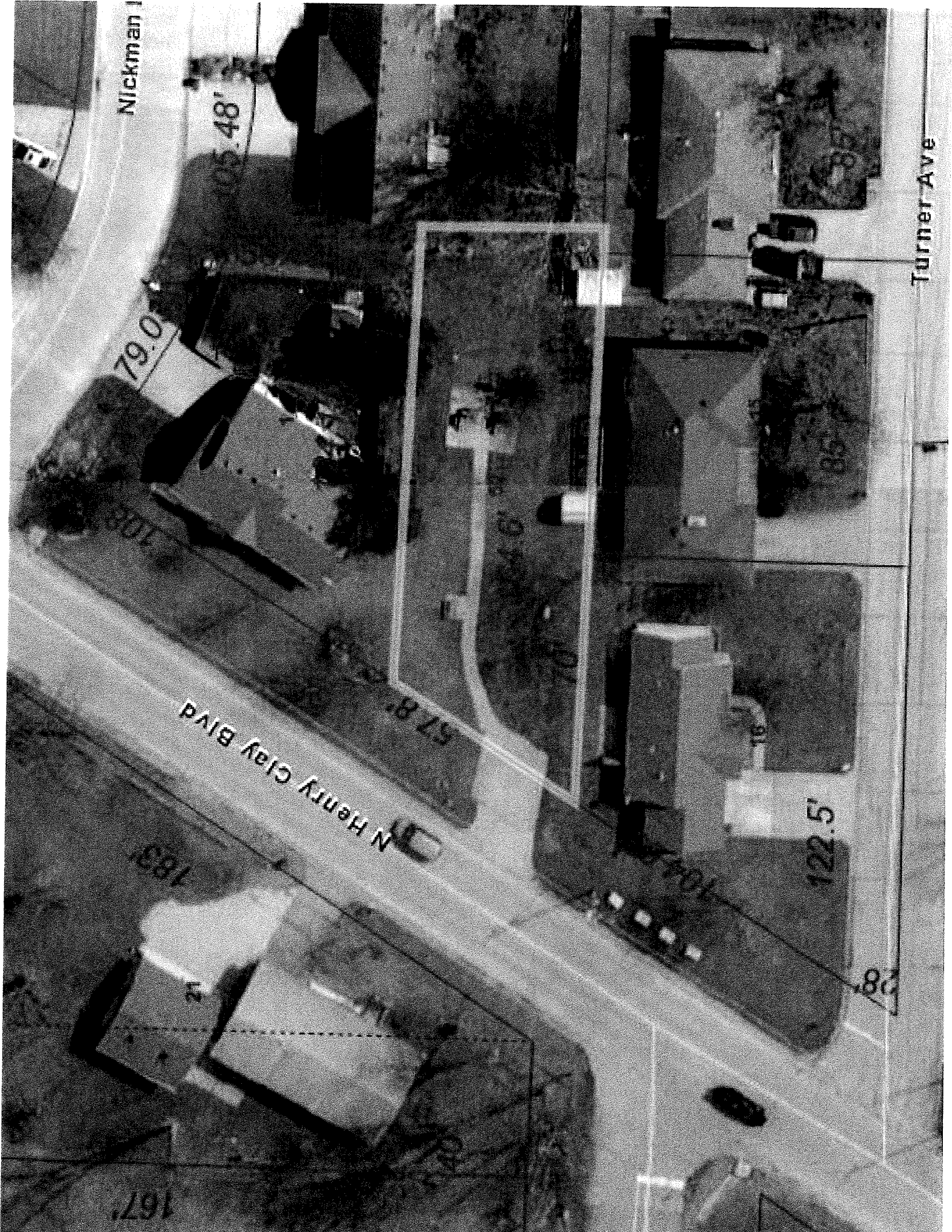
183'

122.5'

28'

Turner Ave

167'



RESOLUTION 2-18-2020

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO
TRANSFER DEED

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

ARTICLE 1. The Board of Aldermen hereby authorizes the Mayor to execute an agreement to transfer deed of the pocket park located on North Henry Clay Boulevard to Tara Teel and Jeffrey Heidenreich. A copy of the agreement to transfer deed is hereby attached as "Exhibit A".

Passed and adopted this _____ day of February, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

AGREEMENT TO TRANSFER DEED

THIS Agreement to Transfer Deed (this "Agreement") is entered into on February ____, 2020 by and between the parties hereto: The City of Ashland, a Missouri municipality ("Grantor" or the "The City of Ashland"), whose address is: Ashland City Hall, 109 E. Broadway, P.O. Box 135 Ashland, MO 65010 and Tara Teel, whose address is: 210 N. Henry Clay Blvd Ashland, MO 65010, and Jeffrey Heidenreich 210 CottonWood Dr Ashland, MO 65010 ("Grantee or Grantees").

WHEREAS, Grantees desire to accept, and Grantor desires to transfer to Grantees, the Pocket Park, upon the terms and conditions set forth in this Agreement.

Grantor agrees to transfer by warranty deed all of its right, title and interest in the tract know as "Pocket Park" located on Henry Clay Blvd. between Nickman Rd. and Turner Avenue in Ashland, Missouri, (legally described in Exhibit A hereto) to Grantees.

Each Grantee will receive approximately one-half of the tract as set out in the attached draft of the Final Plat of Turner Valley Estates Plat 2 as Exhibit B. Each Grantee will cause the Pocket Park tract to be subdivided in conformity with the Plat found in Exhibit B and execute all documents necessary.

Grantor will pay the necessary costs of replating the Pocket Park, however, Grantees will reimburse Grantors for those costs paid, but for no more than \$2,500.00. Grantees will pay the reimbursement upon receipt of a copy of the final bills Grantor has paid for the replating. Neither party will cause the plat to be recorded until Grantees have fully reimbursed Grantor for replating expenses.

All parties will be responsible for any other costs or expenses they might incur in performing this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

THE CITY OF ASHLAND

By: _____
Name: Gene Rohrer
Title: Mayor

Attest: _____
Name: Darla Sapp
Title: City Clerk

GRANTEES

Tara Teel

Jeffrey Heidenreich



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Public Works

To: Board of Alderpersons

From: James Creel

Board Meeting Date: February 18, 2020

Re: City Park Tennis Court Resurfacing

EXECUTIVE SUMMARY:

Authorization is needed from the Board of Aldermen as to what level of repairs to complete at the tennis courts and which process to use in order to complete those repairs (TIPS/TAPS or competitive bid).

DISCUSSION:

The Ashland City Park tennis courts have been in need of repairs for several years. Recently, estimates for these repairs were provided by two separate vendors. Attached are multiple repair options from each vendor. These options vary in scale and price.

To repair the tennis courts appropriately, I believe that Option 3 from McConnell Associates is the best choice. This repair will bring the courts back to a like new condition by repairing all surface deficiencies and resurfacing the entire enclosed area with color coating. This option should also qualify for a grant of up to \$10,000.00 from the United States Tennis Association (USTA). The Ashland Park Board also agreed with this option as the best choice.

McConnell Associates is a TIPS/TAPS Awarded Vendor, which would allow the City of Ashland to utilize their services as a cooperative agreement. The City would need to join TIPS/TAPS before proceeding. Membership to all Missouri entities in The Interlocal Purchasing System is free.

FISCAL IMPACT:

The proposed repair options are estimated to cost approximately \$31,963.00. If the City is awarded a USTA Facilities Services grant, these costs would be offset by up to \$10,000.00.

SUGGESTED BOARD ACTION:

If the Board of Aldermen agrees with the staff recommendation,

- City staff should be authorized to join TIPS/TAPS
- City staff should be authorized to begin the grant application process thru USTA, and
- City staff be directed to bring to the Board of Aldermen a contract with McConnell Associates for tennis court repairs



PROPOSAL

Bid ID Number:44845

Date:2/6/2020

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To:</p> <p>City of Ashland Public Works 399 N. College Street Ashland, MO 65010</p> <p>PHONE: _____ FAX: _____</p> <p>CONTACT: _____</p>	<p>Job Proposed:</p> <p>Ashland City Park - Tennis Courts 2020 399 N College Street Ashland, MO 65010</p>
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Description	Quantity	Units	Net Price
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NO GUARANTEE FOR CRACK REPAIRS/FILLING. EXISTING CRACKS WILL REAPPEAR AND NEW CRACKS WILL FORM.

NO GUARANTEE TO TOTALLY ELIMINATE BIRD BATHS OR WATER SPOTS.

Price is for one mobilization. Each additional mobilization will be billed at \$500.00 each.

Price includes all applicable taxes.

EXCLUSIONS:

- Bonds (If required add 1% to total amount)
- Permits
- Seeding/sod
- Fence work
- Concrete work
- Windscreen
- Tennis court accessories
- Lighting
- Any items not listed above.

<p>NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.</p>	<p>PAYMENT and COLLECTION: Payment is due upon receipt of Company's invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms including but not limited to collection of amounts due, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.</p>
<p>_____</p> <p>Mike Mehaffey</p>	<p style="text-align: center;">Acceptance of Proposal</p> <p><i>The above prices, specifications and conditions are satisfactory, and are hereby accepted.</i></p> <p>Signature: _____</p> <p>Name & Title (Please Print): _____</p> <p>Date _____</p> <p>Accepted: _____</p>

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

MEMORANDUM

DATE: 2/13/20

TO: Honorable Mayor and Board of Aldermen

FROM: Parks and Recreation Board

RE: Recommendation from the Parks and Recreation Board

1. The Park Board would like to recommend that the Board of Aldermen approve the recommendation that Public Works Supervisor James Creel presents for the tennis courts, which is the total resurfacing of the tennis courts with McConnell for approx \$33,000.00.

Claire Melvin,
Administrative Assistant



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: February 18, 2020

Re: Use of Golf Carts on City Streets

EXECUTIVE SUMMARY: At the Board's February 4th, 2020 meeting, Alderman Lewis requested information on the possibility of allowing golf carts to operate on City streets similar to the ATVs/UTVs that are currently permitted by City Ordinance. Staff has researched Ordinances in other Missouri communities and attached copies for Board consideration.

DISCUSSION:

Copies of Ordinances from the following cities are attached to this memo:

- Carterville, MO
- Holts Summit, MO
- Tarkio, MO
- Centralia, MO
- Clarkson Valley St Louis County, MO
- Albany, MO
- Perryville, MO

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): TBD

Long Term Impact:

SUGGESTED BOARD ACTION:

Should the Board of Aldermen decide to allow the use of golf carts in accordance with specific regulations, a motion should be passed directing the City Administrator to prepare a draft Ordinance for Board consideration.

An ordinance, establishing rules and regulations for the operation of golf carts in the City of Carterville, Missouri.

Be it ordained by the City Council of the City of Carterville, Missouri, as follows:

State Law Reference: 304.034RSMO, Municipalities may regulate golf cart and motorized wheelchair usage on streets and highways.

Section 1. Regulations and Operations

- A. No person shall operate a golf cart in a careless or imprudent manner, or in any negligent manner which endangers any person or property, or unreasonably obstructs, hinders or impedes lawful course of travel of any other motor vehicle, or the lawful use by any pedestrian of public streets, sidewalks, paths, trails, walkways or parks.
- B. Every person operating a golf cart on the public streets of the City shall be subject to all of the duties and regulations applicable to a driver of a motor vehicle imposed by law, specifically including, but not limited to, those laws pertaining to the possession and use of drugs and alcoholic beverages, and operating a motor vehicle under the influence thereof.
- C. A golf cart may be operated only on a designated public street where the posted speed limit is thirty-five (35) miles per hour or less. No golf cart shall cross any highway or street at an intersection where the highway or street being crossed has a posted speed limit of more than thirty-five (35) miles per hour.
- D. No golf cart may be operated on any numbered Federal or State highway, except to cross at the intersection of a city street in accordance with traffic controls.
- E. No golf cart may be operated upon any private property without permission of the property owner.
- F. No golf cart may be operated on any sidewalk, path or walkway designated for use by pedestrians or operators of non-motorized vehicles.
- G. Any individual operating a golf cart upon a public street shall have a valid operator's license in their possession.
- H. Every golf cart operated on a public street shall display a slow-moving emblem in conformity with Section 307.127 RSMo, or a bicycle safety flag which extends not less than seven feet above the ground, attached to the rear of the vehicle; the flag shall be day-glow colored and shall be triangular shaped, with an area not less than 30 square inches.
- I. Golf carts operated upon public streets shall only be operated during daytime hours between sunrise and sunset unless properly equipped with operational headlights, taillights, brake lights and mechanical turn signals. Headlights, taillights and brake lights must emit light visible at night under normal

atmospheric conditions on a straight, level, unlighted roadway at five hundred (500) feet.

- J. Golf carts operating on city streets pursuant to this Chapter shall be insured by a policy of insurance with coverage of not less than the statutory minimum established by the Missouri Department of Revenue for motor vehicles operating on the streets and highways of the State of Missouri. Such proof of insurance shall be carried with the vehicle, and produced upon request of any law enforcement officer.
- K. Only the number of people the golf cart is designed to seat may ride on any golf cart. No passengers shall ride in the utility bed or the bag well of a golf cart unless such area is properly equipped with a permanently mounted seat specifically designed for the carrying of passengers. No more than two (2) total persons per bench seat shall be allowed.
- L. No operator of a golf cart shall carry passengers that are less than sixteen (16) Years of age unless the operator is the legal guardian of such passenger(s).
- M. The limitations of this section shall not apply to golf carts being operated to the extent necessary for local government employees, operating upon roadways within the City, to fulfill a governmental purpose.

SECTION 2. PENALTY

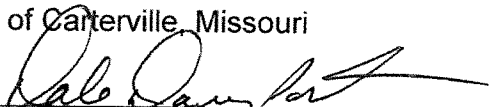
Any person found guilty of violating any section of this ordinance shall be fined not more than Five Hundred (\$500) in addition to court costs.


That any previous ordinance in conflict herewith, is hereby repealed. This ordinance shall be in full affect from and after its passage.

FIRST READING: 8-25-15
SECOND READING: 8-25-15

Passed by the City Council this 25th day of August, 2015.

City of Carterville, Missouri

By: 
Dale Davenport, Mayor

ATTEST:

Debbie Cornell, Clerk

IN THE CITY OF HOLTS SUMMIT, MISSOURI

BILL NO. 2019-09

ORDINANCE NO. 2712

AN ORDINANCE TO REGULATE THE USE OF UTILITY TASK VEHICLES AND GOLF CARTS ON THE CITY STREETS

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

WHEREAS, the Board of Aldermen deems it to be in the best interests of the health, safety, and welfare of the citizens of Holts Summit, Missouri, to regulate the use on City Streets of Utility Task Vehicles (UTVs) and golf carts, and to limit the streets upon which same may be lawfully operated.

The Board of Aldermen does hereby adopt the following Sub-Chapter to Chapter 76 of the City Code of the City of Holts Summit, Missouri.

Chapter 76 – Subchapter D-6 – UTVs and Golf Carts

76.455 **Definitions.** For purposes of this Chapter, the following terms shall have the following meanings:

1. **Utility Task Vehicle, also known as UTV** – any motorized vehicle manufactured and used exclusively for off-highway use and is between fifty inches and sixty-seven inches in width, with an unladen dry weight of two thousand pounds or less, traveling on four or six wheels, and having a row of not less than two side by side seats or bench seating for not less than two in the front of said vehicle.

2. **Golf Cart**- A motor vehicle that was originally designed and manufactured for operation on a golf course for sporting or recreational purposes, whether gas or electric, and that is not capable of exceeding speeds of twenty miles per hour. This term shall apply to modified versions of golf carts as well.

76.460 **OPERATION OF A UTILITY TASK VEHICLE (UTV):**

1. No person shall operate a UTV, as defined in Section 1 above, upon the streets or highways of this City, except as follows:

a. UTVs may only be lawfully operated as allowed herein on streets with a posted speed limit of 35 miles per hour or less. Operation of a UTV on any street or highway with a speed limit of greater than 35 miles per hour shall be a violation of this Chapter.

b. UTVs owned and operated by a governmental entity for official use shall be exempt from the terms of this Chapter.

c. UTVs may only be operated, as allowed herein, if the owner thereof shall have applied for an obtained a special permit issued by the City. The City Administrator is hereby authorized and charged with developing an application for use by any such person desiring to operate a UTV as contemplated herein, and to set an appropriate fee, for the privilege to so operate a UTV.

d. Any person operating a UTV pursuant to this Chapter shall have a valid operator's license but shall not be required to have passed an examination for the operation of a motorcycle. All persons who have disabilities that prevent them from obtaining a motor vehicle operator's license are hereby permitted to operate a UTV as contemplated herein, provided that they acquire and deliver to the City a letter from a licensed physician stating that the person applying has the capability of operating a UTV in a safe manner. This exception shall not apply to any person who, at the time of their application hereunder, has had their operator's license suspended or revoked and is therefore ineligible to obtain an operator's license.

e. Each UTV operated hereunder shall be protected by liability insurance in an amount equal to the State of Missouri minimum liability coverage for motor vehicle operation, and such proof of insurance shall specifically list the vehicle as referenced by the serial number, model and year of the UTV. Proof of insurance shall be provided to the City Clerk when applying for licensure hereunder and kept in the vehicle at all times of operation hereunder. Failure to maintain, carry or display such liability insurance shall be a violation of this Chapter.

f. UTVs shall be operated at no greater than 35 miles per hour.

g. UTV operators shall abide by all traffic law of the State of Missouri and City of Holts Summit, Missouri.

2. It shall be a violation of this Chapter for any person operating a UTV on City streets, roads or alleyways to:

a. Operate the UTV in a careless or imprudent manner so as to endanger any person or property.

b. Operate a UTV while under the influence of alcohol or any controlled substance.

c. Operate a UTV with any open container of alcohol within the UTV.

d. Operate a UTV on any park lands of the City of Holts Summit, Missouri, except those UTV's operated by a governmental unit for a specific use.

e. Operate a UTV between the hours of official sunset and sunrise unless the UTV is properly equipped with headlights, taillights, brake lights and turn signals.

f. Operate a UTV without a valid City permit affixed to the left rear of the UTV in a clearly visible location.

g. Carry passengers in excess of the maximum number of designed seating for the UTV; no more than two passengers per bench seat shall be allowed; those younger than 16 years of age shall not ride in any UTV unless accompanied by their parent or legal guardian.

h. In a manner which disturbs the public peace as described in the City of Holts Summit Municipal Code.

76.465 OPERATION OF A GOLF CART:

1. No person shall operate a golf cart, as defined in Section 1 above, upon the streets or highways of this City, except as follows:

a. Golf carts may only be lawfully operated as allowed herein on streets with a posted speed limit of 25 miles per hour or less. Operation of a golf cart on any street or highway with a speed limit of greater than 25 miles per hour shall be a violation of this Chapter.

b. Golf carts owned and operated by a governmental entity for official use shall be exempt from the terms of this Chapter.

c. Golf carts may only be operated, as allowed herein, if the owner thereof shall have applied for and obtained a special permit issued by the City. The City Administrator is hereby authorized and charged with developing an application for use by any such person desiring to operate a golf cart as contemplated herein, and to set an appropriate fee for the privilege to so operate a golf cart on City streets.

d. Any person operating a golf cart pursuant to this Chapter shall have a valid operator's license but shall not be required to have passed an examination for the operation of a motorcycle. All persons who have disabilities that prevent them from obtaining a motor vehicle operator's license are hereby permitted to operate a golf cart as contemplated herein, provided that they acquire and deliver to the City a letter from a licensed physician stating that the person applying has the capability of operating a golf cart in a safe manner. This exception shall not apply to any person who, at the time of their application hereunder, has had their operator's license suspended or revoked and is therefore ineligible to obtain an operator's license.

e. Each golf cart operated hereunder shall be protected by liability insurance in an amount equal to the State of Missouri minimum liability coverage for motor vehicle operation, and such proof of insurance shall specifically list the vehicle as referenced by the serial number, model and year of the golf cart. Proof of insurance shall be provided to the City Clerk when applying for licensure hereunder and kept in the vehicle at all times of operation hereunder. Failure to maintain, carry or display such liability insurance shall be a violation of this Chapter.

f. Golf carts shall be operated at no greater than 25 miles per hour.

g. Golf cart operators shall abide by all traffic law of the State of Missouri and City of Holts Summit, Missouri.

2. It shall be a violation of this Chapter for any person operating a golf cart on City streets, roads or alleyways to:

a. Operate the golf cart in a careless or imprudent manner so as to endanger any person or property.

b. Operate a golf cart while under the influence of alcohol or any controlled substance.

c. Operate a golf cart with any open container of alcohol within the golf cart.

d. Operate a golf cart on any park lands of the City of Holts Summit, Missouri, except those operated by a governmental unit for a specific use.

e. Operate a golf cart between the hours of official sunset and sunrise unless the golf cart is properly equipped with headlights, taillights, brake lights and turn signals.

f. Operate a golf cart without a valid City permit affixed to the left rear of the golf cart in a clearly visible location.

g. Carry passengers in excess of the maximum number of designed seating for the golf cart; no more than two passengers per bench seat shall be allowed; those younger than 16 years of age shall not ride in any golf cart unless accompanied by their parent or legal guardian.

h. In a manner which disturbs the public peace as further described in the City of Holts Summit Municipal Code.

76.470 Inspection, Permits and Registration

A. Prior to operating a UTV or golf cart on a city street as contemplated herein, except to travel to the point of inspection, each such vehicle must be inspected by the City of Holts Summit Police Department. The inspection shall be conducted to ensure that all regulations and safety requirements as promulgated by the Board of Aldermen and / or City Administrator are met.

B. The City Clerk shall be designated as the City Official with the authority to issue special use permits for UTVs and golf carts as allowed in this Chapter. A twenty-dollar (\$20.00) fee shall be collected upon the issuance of each such permit, which shall allow for operation under the terms of this Chapter for two years from the date of issuance. No such permit shall be issued without presentation of an inspection from the City of Holts Summit Police Department as described in Section A, proof of valid insurance upon said vehicle, and the fee. All fees collected hereunder shall be deposited into the City's General Fund.

76.475 Violations. Any person found to be in violation of any provision contained herein shall be subject to a fine of not more than Five Hundred Dollars (\$500) per violation, in addition to the revocation of any permit issued hereunder for operation of a golf cart and / or UTV under the terms of this Chapter for up to one year.

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

FIRST READING held this 14th day of MARCH 2019.

SECOND READING and final passage held this 9th day of APRIL 2019.

ATTEST:

Landon Oxley, Mayor

Brittany Berhorst, Acting City Clerk

AN ORDINANCE REGULATING GOLF CARTS WITHIN THE CITY OF TARKIO

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TARKIO; ATCHISON COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The ordinance code of the City of Tarkio shall be amended to add the following language:

Section 300.010: DEFINITIONS

The following words and phrases when to be added to Section 300.010 used in this Title mean:

GOLF CART: Any motorized or electric vehicle designed to be used for transporting persons and equipment while playing golf and designed primarily for off-highway use. Golf carts are typically sixty (60) inches or less in width and travel on three (3) or four (4) or more low-pressured tires. As used in this chapter, the term golf cart shall include utility vehicles such as a Kawasaki Mule and John Deere Gators.

Section 395.010: GOLF CARTS, PROHIBITED-EXCEPTIONS, OPERATION OF UNDER AN EXCEPTION – PROHIBITED USES – PENALTY

- A. No person shall operate a golf cart, as defined in Section 300.010, upon the streets, alleys and highways of this city, except as follows:
 - 1. Golf carts owned and operated by a governmental entity for official use;
 - 2. Golf carts operated exclusively for agricultural or industrial on premises purposes between the official sunrise and sunset on the day of operation;
 - 3. Golf carts whose operators carry a special permit issued by this City. The City Clerk shall prepare an application form for the special permit and charge a yearly fee of \$15.00 for each permit issued beginning January 1, 2007; however, no veteran or Tarkio resident over the age of fifty-five (55) shall be required to pay a registration fee to receive a permit.

- B. A person operating a golf cart on a street or highway pursuant to an exception covered in this Section shall have a valid operators or chauffeurs license, and the vehicle shall be operated at the speed of less than 25 per hour. When operated on a street or highway, a golf cart shall have a bicycle safety flag, which extends not less than seven (7) feet above the ground attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape in with an area of not less than thirty (30) square inches and shall be day glow in color.

- C. Any person operating a golf cart pursuant to Section 395.010 shall abide by the following:
 - 1. Shall not operate in any way so as to injury the person or property of another;
 - 2. Shall any golf cart be operated except between the hours of sunrise and sunset.
 - 3. Shall comply with all traffic and signage rules and ordinances as the same would apply to motor vehicles.

- D. A violation of this Section shall be a misdemeanor.

Section 2: The ordinance shall be in full force and effect form and after the date of its passage.

PASSED AND APPROVED THIS 12TH DAY OF DECEMBER, TWO THOUSAND AND SIX.

Rosalie Woodring, Mayor

Rebecca Schomburg, CMC, MRCC, City Clerk

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE TO ENACT A NEW SECTION 18-25.4 OF THE CENTRALIA CITY CODE TO ALLOW GOLF CARTS TO BE OPERATED ON CITY STREETS, PROVIDED THE GOLF CARTS AND THE GOLF CART OPERATORS MEET CERTAIN REQUIREMENTS.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. A new Section 18-25.4 of the Centralia City Code is hereby enacted, to read as follows:

A. A golf cart, defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour, shall be allowed to be operated upon City streets, alleys and highways if all the following requirements are met:

- (1) The golf cart operator shall possess a valid driver's license.
- (2) The golf cart shall be equipped with adequate brakes, but shall not be required to be registered or have any license plates.
- (3) The golf cart shall be operated primarily for non-commercial purposes.
- (4) The golf cart shall be insured for liability coverage for operation of the golf cart upon a City street, alley or highway, and the insurance policy insuring the golf cart with such liability coverage shall be kept at all times with the golf cart. Such liability insurance policy shall be promptly exhibited to a police officer upon demand of the police officer.
- (5) No golf cart shall be operated upon a City street, alley or highway after sunset and before sunrise unless the golf cart is equipped with head lights, tail lights, brake stop lights and turn signal lights that are operable and properly displayed while the operator is operating the golf cart after sunset and before sunrise upon a City street, alley or highway.
- (6) No golf cart shall be operated upon any State highway, and no golf cart shall be operated upon a City street with a posted speed limit greater than twenty-five (25) miles per hour, provided, however, that this shall not prohibit a golf cart operator otherwise meeting all applicable requirements from crossing the golf cart at an intersection of any State highway or a City street with a posted speed limit greater than twenty-five (25) miles per hour so long as the posted speed limit of the State highway or City street at the point of crossing is not greater than forty-five (45) miles per hour.
- (7) The golf cart operator and any passengers in the golf cart shall wear a properly adjusted and fastened safety belt, provided the golf cart is equipped with such a safety belt for the operator and/or said passengers, unless any such person has a medical reason for failing to have a safety belt fastened about his or her body.
- (8) Except as otherwise provided in this section, the golf cart operator shall observe all state traffic law and City ordinance provisions regarding the rules of the road while operating the golf cart upon a City street, State highway or alley.

B. No person shall operate a golf cart on a City street, State highway or alley:

- (1) in a careless way so as to endanger the person or the property of another; or
- (2) while under the influence of alcohol or any controlled substance.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

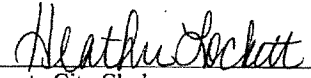
SECTION 3. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 17th day of January, 2011.



Mayor

ATTEST:



Deputy City Clerk

This ordinance approved by the Mayor this 17th day of January, 2011.



Mayor

ATTEST:



Deputy City Clerk

AN ORDINANCE ADDING A NEW DEFINITION OF *GOLF CART* TO SECTION 300.020; ADDING A NEW PARAGRAPH 6 TO SECTION 385.020 TO PROHIBIT OPERATING A *GOLF CART* WITHOUT A PROPER LICENSE; AND AMENDING SECTIONS 342.030.A. AND 342.040.A. TO REFER TO *GOLF CARTS* IN ADDITION TO MOTOR VEHICLES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLARKSON VALLEY, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: The Municipal Code, City of Clarkson Valley, Missouri, is hereby amended in Title III: Traffic Code, CHAPTER 300: GENERAL PROVISIONS, SECTION 300.020: DEFINITIONS by adding a new definition of *GOLF CART*.

A new definition shall be adopted which will read as follows:

SECTION 300.020 DEFINITIONS

***GOLF CART:* Any motorized or electric vehicle manufactured primarily for transporting up to two persons while playing golf. The cart is designed for off-highway use. Carts modified to accommodate more than two passengers are also included. Also included in this definition are utility vehicles such as the Kawasaki Mule and the John Deere Gators.**

SECTION 2: The Municipal Code, City of Clarkson Valley, Missouri, is hereby amended in Title III: Traffic Code, CHAPTER 385: LICENSE REGULATIONS, SECTION 385.020: OPERATION OF MOTOR VEHICLE WITHOUT PROPER LICENSE PROHIBITED - MOTORCYCLES - SPECIAL LICENSE by adding a new Paragraph 6.

A new Paragraph 6 shall be added.

SECTION 385.020 OPERATION OF MOTOR VEHICLE WITHOUT PROPER LICENSE PROHIBITED - MOTORCYCLES - SPECIAL LICENSE.

Unless otherwise provided for by law, it shall be unlawful for any person, except those expressly exempted by Section 385.040, to:

- 6. Operate a golf cart upon any street or highway in this city unless the person has a valid license as required by Chapter 302, RSMo.**

SECTION 3: The Municipal Code, City of Clarkson Valley, Missouri, is hereby amended in Title III: Traffic Code, CHAPTER 342: DRIVING WHILE INTOXICATED, Section 342.020: DRIVING WITH EXCESSIVE BLOOD ALCOHOL CONTENT, Paragraph A, by adding the words *or Golf Cart* following the words *Motor Vehicle*.

Paragraph A shall be amended to read:

A. A person commits the offense of "*driving with excessive blood alcohol content*" if such person operates a motor vehicle or golf cart in this City with eight-hundredths of one percent (.08%) or more by weight of alcohol in such person's blood

SECTION 4: The Municipal Code, City of Clarkson Valley, Missouri, is hereby amended in Title III: Traffic Code, CHAPTER 342: DRIVING WHILE INTOXICATED, Section 342.030: CHEMICAL TEST FOR ALCOHOL CONTENT - CONSENT IMPLIED - ADMINISTERED - WHEN - HOW - VIDEOTAPING OF CHEMICAL OR FIELD SOBRIETY TEST ADMISSIBLE EVIDENCE, Paragraph A, and Sub-paragraphs 1 and 2 by adding the words *or Golf Cart* following the words *Motor Vehicle*.

Paragraph A and sub-paragraphs 1 and 2 shall be amended to read:

A. Any person who operates a motor vehicle or golf cart upon the streets and or public highways of this City shall be deemed to have given consent to, subject to the provisions of Sections 577.020 to 577.041 RSMo, a chemical test or tests of the person's breath, blood, saliva or urine for the purpose of determining the alcohol or drug content of the person's blood pursuant to the following circumstances:

- 1. If the person is arrested for any offense arising out of acts which the arresting officer had reasonable grounds to believe were committed while the person was driving a motor vehicle or golf cart while in an intoxicated or drugged condition;**
- 2. If the person is under the age of twenty-one (21), has been stopped by a Law Enforcement Officer, and the Law Enforcement Officer has reasonable grounds to believe that such person was driving a motor vehicle or golf cart with a blood alcohol content of two-hundredths of one percent (.02%) or more by weight;**

SECTION 5: All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed and held for naught.

SECTION 6: Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any Court, or any right acquired or liability incurred, or any cause or causes of action acquired or existing under any act or Ordinance hereby amended.

SECTION 7: Except as amended herein, Title III of the Municipal Code, City of Clarkson Valley, Missouri, shall be and will remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED, APPROVED AND PASSED BY A MAJORITY OF THE BOARD OF ALDERMEN this 1st day of August 2006.

Scott Douglass
Mayor
City of Clarkson Valley

PRESENTED BUT RETURNED this 1st day of August 2006.

Scott Douglass
Mayor
City of Clarkson Valley

ATTEST:

City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE REGULATING THE USE OF GOLF CARTS ON STREETS
WITHIN THE CITY OF ALBANY.**

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

Section 1: The Municipal Code of the City of Albany, Missouri shall be amended to add the following language:

Section 305.230: GOLF CARTS, PROHIBITED-EXCEPTIONS, OPERATION OF
UNDER AN EXCEPTION, PROHIBITED USES, PENALTY

A. Definition

GOLF CART: Any motorized or electric vehicle designed to be used for transporting persons and equipment while playing golf and designed primarily for off-street/road use. Golf carts are typically sixty (60) inches or less in width and travel on three (3), four (4) or more low-pressure tires. As used in this section, the term golf cart shall include utility vehicles of similar construction.

B. No person shall operate a golf cart, as defined in this section, upon the streets of this city, except as follows:

1. Golf carts owned and operated by a governmental entity for official use; and
2. Golf carts which bear an official permit issued by the City of Albany, numbered and affixed to the left rear fender of the vehicle. The City Clerk shall prepare an application form for the special permit and charge a yearly fee of \$15.00 for each permit issued annually beginning July 1, 2008. Subsequent renewals of the permit shall be due on or before July first (1st) of each year. There shall be no proration of the fee for any permit issued after July first (1st) and all permits issued after July first (1st) shall expire on the next July first (1st) following.

C. A person operating a golf cart on a city street pursuant to an exception covered in this Section shall have a valid operators or chauffeurs license and shall have all city taxes, personal and real estate, paid in full. The vehicle shall be operated at a speed of less than twenty-five (25) miles per hour. When operated on a street, a golf cart shall have a bicycle safety flag, which extends not less than seven (7) feet above the ground attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be fluorescent orange in color.

- D. Any person operating a golf cart pursuant to this Section shall abide by the following:
- a. Shall not operate in any way so as to injure the person or property of another; and
 - b. Shall not operate a golf cart upon city streets except between the hours of sunrise and sunset unless vehicle is equipped with two (2) headlamps mounted at the same level on each side of the front of the vehicle and two (2) rear lamps, red in color, mounted at the same level on each side of the rear of the vehicle.
 - c. Shall comply with all traffic and signage rules and ordinances as the same would apply to all other motorized vehicles.
- E. A violation of this Section shall be a misdemeanor.
- F. Provisions of this Section shall supercede any previous Ordinance or Section to the contrary.

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

Steve Findley, Mayor

ATTEST:

Jill Cottrill, City Clerk

This Ordinance was approved on the _____ day of _____, 2008

Steve Findley

CITY OF PERRYVILLE, MISSOURI

Chapter 10.39 - ALL-TERRAIN VEHICLES, GOLF CARTS, AND UTILITY VEHICLES^[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 5592, § 1, adopted December 2, 2014, amended Chapter 10.39 in its entirety to read as herein set out. Former Chapter 10.39, §§ 10.39.010—10.39.060, pertained to utility vehicles and golf carts, and derived from Ord. No. 4990, adopted October 21, 2008.

- **10.39.010 - Definitions.**

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"All-terrain vehicle" means any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, traveling on three, four, or more non-highway tires.

"Golf cart" means any motorized vehicle powered electrically or by any other means designed and manufactured for operation on a golf course for sporting and recreational purposes.

"Utility vehicle" means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than sixty-seven (67) inches in width, with an unladen dry weight of two thousand (2,000) pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

(Ord. No. 5592, § 1, 12-2-14)

State Law reference— Section 301.010, RSMo.

- **10.39.020 - All-terrain vehicle operation on streets or roadways prohibited.**

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All-terrain vehicles as defined herein shall not be operated upon the streets or roadways of the city except when properly equipped and used exclusively in the performance of maintenance work such as snow removal or as otherwise authorized by state law to operate on the highways of the state or as authorized in [Chapter 10.32](#) of this code.

(Ord. No. 5592, § 1, 12-2-14)

State Law reference— Section 304.032, RSMo.

- **10.39.030 - Golf cart or utility vehicle prohibition.**

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No person shall operate a golf cart or utility vehicle as defined herein upon the streets or roadways of the city:

A.

In a careless manner so as to endanger the life or property of another;

B.

While under the influence of alcohol or any controlled substance;

C.

With a passenger unless the golf cart or utility vehicle is being operated for agricultural purposes or the seat is designed to carry more than one person;

D.

At a speed in excess of twenty (20) miles per hour.

(Ord. No. 5592, § 1, 12-2-14)

State Law reference— Section 304.032, RSMo.

- **10.39.040 - Golf cart or utility vehicle operation.**

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A golf cart or utility vehicle:

A.

May only be operated on the streets or roadways of the city by an operator who possesses a valid driver's license unless exempt under the laws of the state of Missouri;

B.

May only be operated between the hours of official sunrise and sunset;

C.

Must be operated in accordance with all traffic regulations and must not obstruct or interfere with normal traffic flow;

D.

Must be equipped with adequate brakes, reliable steering, safe tires, a rearview mirror, and reflectorized warning devices;

E.

Shall not be operated with more occupants than the number for which it was designed;

F.

Must not be operated at speeds in excess of twenty (20) miles per hour.

(Ord. No. 5592, § 1, 12-2-14)

- **10.39.050 - Violation—Penalty.**

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The violation of any of the provisions of this chapter will be punishable as a misdemeanor under the provisions of [Section 1.16.010](#).

(Ord. No. 5592, § 1, 12-2-14)

January 15, 2020

Jessy Henderson
502 Breton Way
Ashland, MO 65010

City of Ashland,

I am writing this letter to inform you that since I have sold my house inside city limits and am moving to the county, I am resigning from the Ashland Parks and Rec Board effective immediately.

I have had the pleasure of serving on this board since September 2018 and am sad to be stepping down. I would love to still be involved in any way that allows me to, so please reach out if there is something I can help with!

Jessy Henderson
Connections Bank

A handwritten signature in black ink that reads "Jessy Henderson". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Public Works Report

Ashland City Council Meeting

2/18/2020

In Progress Projects

- Subdivision Acceptance Inspections
 - APW currently conducting inspections in Liberty Landing (Plats 1-7)
 - Will conduct inspections at South Wind (Plat 4) next, followed by Cartwright Industrial and Technology Park (Phase 3).

- Pothole repairs
 - APW currently filling potholes across town with cold patch asphalt as weather allows
 - Already used 7-8 tons of material; anticipate using 3-4 more tons to fill all needed areas

- Winter Street Maintenance
 - APW currently treating streets and plowing snow as needed

- Park Improvements
 - Have received estimates for tennis court repairs
 - Park Board recommended moving forward with Option 3 from McConnell Associates (\$31,963.00)
 - This option should qualify for a grant from United States Tennis Assoc. for up to \$10,000.00
 - Installed ADA compliant mirrors and sanitary napkin disposal containers in restrooms
 - Installed heater duct to prevent water line freezing
 - Repaired West restroom door after vandalism (pulled from hinges)

Upcoming Projects

- Sarah Dr Bridge Replacement
 - Awaiting bid specifications from Allstate Engineering
 - Will begin bid process upon arrival

- Park Improvements
 - APW currently working with Mid-MO Regional Planning Commission to apply for grant funding for various park improvements; grant applications due by 2/14/2020.