



**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, MARCH 03, 2020
7:00 P.M.**

Call regular meeting to order

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 3-03-2020 agenda: **Action:** _____
2. Consideration of the 2-18-2020 meeting minutes: **Action:** _____

PUBLIC COMMENTS

3. Anyone wishing to appear before the Board

APPOINTMENTS

4. Amy Banning-Parks and Recreation Board
5. Marcy Wood-Parks and Recreation Board

COUNCIL BILLS

6. None

ORDINANCES

7. Ordinance No. 1287, an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. **Action:** _____
8. Ordinance No. 1288, an ordinance authorizing the Mayor to execute a Missouri Highways and Transportation Commission Municipal Agreement. **Action:** _____
9. Ordinance No. 1289, an ordinance authorizing the Mayor to execute a Missouri Highways and Transportation Commission Maintenance Agreement. **Action:** _____
10. Ordinance No. 1290, an ordinance approving the preliminary plat for Ashland Commons Plat 1. **Action:** _____

11. Ordinance No. 1291, an ordinance granting a conditional use permit to Ashland Commons, LLC to permit Planned Residential Development. **Action:** _____
12. Ordinance No. 1292, an ordinance accepting a Missouri General Warranty Deed from Richardson Family Limited liability partnership. **Action:** _____

RESOLUTIONS

13. A resolution authorizing the Mayor to enter into a Memorandum of Understanding between ACT Missouri and the City of Ashland on behalf of the Ashland Police Department. **Action:** _____
14. A resolution authorizing the City Administrator, Tony St. Romaine to enter into adopt-a-highway agreements with MoDot. **Action:** _____
15. A resolution authorizing the Mayor to enter into a lawn waste disposal contract with Clean Cut Services, LLC. **Action:** _____
16. A resolution authorizing the Chief of Police to seek financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement. **Action:** _____

OTHER

17. None

DISCUSSION

18. Speed bump on Red Tail Drive

REPORTS

19. Mayor's Report
20. Interim Police Chief's monthly Report
21. City Attorney's Report
22. Board of Aldermen's Report
23. 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: 2-28-2020@ 9.15 am

City Hall and website: www.ashlandmo.us

TUESDAY, FEBRUARY 18, 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 18, 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-here
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Darla Sapp, City Clerk, James Creel, Public Works Supervisor and Tony St. Romaine, City Administrator.

Mayor Rhorer presented the agenda of February 18, 2020 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of February 04, 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 presented the minutes of February 10, 2020 special 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 asked if anyone wishing to appear before the Board to come to the podium and state their name and place of residence on any city business other than Police Chief. He stated they are going to hear this first than move to public comments regarding Police Chief. He stated that each person will be allowed five minutes with a total of 30 minutes per subject. He asked that everyone speak clearly and without any interruptions.

Dan Vande Voorde of 401 Billy Joe Sapp informed the Board he is still waiting on the Board to proceed with Phase 1 of addressing his stormwater issue before Spring. He stated this has gone on for over ten years and he is afraid his house will be flooded again.

Saif Ali of 104 East Liberty Lane stated he had a stormwater issue that is causing damage to his back yard. He stated he is unable to mow this area and asked for a quick fix on this. Mayor Rhorer stated he would have the City Administrator look at this.

Mayor Rhorer stated that each person would be given up to five minutes to speak with a total of thirty minutes on the topic of Police Chief. He asked the citizens to come up to the podium and state their name and place of residence.

TJ Forck stated he lives on David Sapp Rd. in Hartsburg but he wanted to show his support for Chief Woolford. He stated he is a navy vet and is the best thing that has happened in Ashland for 30 years. He stated he could not stand by and watch someone that has done so much be railroaded. He stated the City

has not informed the community or Woolford what he has done to be put on administrative leave. TJ Forck stated Lyn Woolford is a great man, great for our community and the future of our community. He stated this hurts our community and this will be on the city officials and Alderman. He stated this could inadvertently hurt property values. He stated we currently have low crime rate and we have a good respected police force. He stated we are a laughing stock of Boone County. He stated we have promising things to think about the greater good and get over this hiccup in the road. He stated he supports Lyn and his work is not done here. TJ Forck asked the Board to think about the tax dollars if this goes full force. He asked the Alderman to be on the right side or they will not be setting in those chairs. He stated there better be a good reason for all of this.

Roy Williams resides at 308 South Main Street offered a prayer for our community to guide us in the right direction.

Cynthia Wills of 5049 Patriot Lane asked that the issue with the Police Chief on paid administrative leave be resolved swiftly and we continue to do great things. She stated we could not do that with this kind of conflict.

Carrie Ward Mertensmeyer stated when you think of Ashland the Police Chief comes to mind. She stated we think Ashland is a bedroom community, where we get up everyday and leave our houses and take the kids to school. She stated when you think of the Chief you think of safety first. She asked this be considered when the Board is making decision for our town and community.

Peggy Triplett stated she lives outside of Ashland. She stated she moved here in 2014 and picked Ashland because it seemed like a friendly small town. She stated she lived in a small town that had a lot of controversy and tension. She stated there was politics involved. She stated that attitudes and tempers get out of hand. She stated she liked Ashland and the community as a whole and felt we have a great police force. She thanked the police department for what they put up with and the Alderman and Mayor. She stated it is not an easy thing to do. She asked that you take a deep breath and look at everything as a whole. She stated Chief Woolford has done a lot for our good for our community and the school.

Joe Bennett 6110 East Loy Martin Road spoke of his grief for his termination because of political reasons by administration. He stated perhaps we need to set back and think before we push this through and do what our reflections on our hearts and minds are telling us. He stated there is no reason for this going any further and he would like to see it end.

Stephane Forck stated she lives on Gilpin Road and stated that personally seeing Lyn at the crosswalk everyday with his crazy hats puts a smile on her face and made her day. She stated that is what we need. She states so many are against law enforcement and Lyn has went out of his way to make relationships with the kids.

Randy Burhans, 111 Red Tail Drive, thanked the Alderman for what they do but stated with the same token they need to do your jobs right now and check this the way it should be checked.

Jerrod Bryan, 500 Trotter Lane spoke in support of Lyn Woolford and felt he was an asset to this town. He stated he boosted this community as far as wearing many hats, but he also shared a dual role of Police Chief and City Administrator for a while.

Bill Lloyd, 5051 East Eagle Ridge Road stated he has friends on both sides of this and he thinks it is unfortunate we find ourselves in this situation. He stated the primary plea tonight is the community at large not knowing why. He asked that we dial back for a while because it is human resource matter and can not be shared at this point. He stated he told folks in a small town everyone knows your business and

if they don't they make it up. He stated the Southern Boone Economic Development has been working on bringing a satellite office for Ranken Technical College. He stated we are asking people to look at Ashland and don't think this is a good thing. He asked that the two set down at a table and talk. He asked the citizens to scale back their thought process and scale back our emotions.

Logan Mertensmeyer stated Lyn has been at Liberty Lane helping him get to school safely and hoped he could keep doing it.

Colton Mayse stated Chief Woolford was super special and brought smiles to our faces and we want him back.

Saif Ali of 104 East Liberty Lane stated Mr. Woolford was one of the first people he met when moving to Ashland four years ago and he made him feel welcome and helped him with the stormwater runoff at his residence. He stated he made him feel special and he felt we have something missing from our community and we needed to keep Mr. Woolford.

Mayor Rhorer asked if anyone else wished to appear during the public speaking portion of the meeting. Joe Bennett of East Loy Martin Road questioned the firing process of the Police Chief.

Mayor Rhorer assured the citizens he did not act on his own.

Jeff Kays, City Attorney stated there was a closed meeting and there was no action taken. He stated the City Code is 2.115 if Mr. Bennett wants to look at that.

Mayor Rhorer stated this ended the public comment speaking portion of the meeting.

Alderman Lewis suggested a recess to allow the public to be able to leave if they wish.

Alderman Clay made motion and seconded by Alderman Sapp to take a five-minute recess. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer called the meeting back to order.

Mayor Rhorer presented the appointment of Tanner Kruger to the Planning and Zoning Commission. Alderman Bronson made motion and seconded by Alderman Clay to approve the appointment of Tanner Kruger to the Planning and Zoning Commission. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp. Motion carried.

Mayor Rhorer presented the appointment of Terry Toalson as Interim Police Chief. Alderman Bronson made motion and seconded by Alderman Sapp to appoint Terry Toalson as Interim Police Chief. Mayor Rhorer called for questions or comments. Tony St. Romaine, City Administrator asked that this temporary appointment be made due to the situation we have. He stated it is important to recognize his pay be adjusted by 17 percent (26.00 per hour). Alderman Lewis asked Deputy Chief, Toalson if he was comfortable with this. Deputy Chief Toalson stated yes he is. Mayor Rhorer stated Deputy Chief Toalson did a great job and stepped in before. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Clay-abstained, Alderman Sullivan-aye. Mayor Rhorer was unsure if this passed because of Alderman Clay abstention. Jeff Kays, City Attorney stated he would have to review Roberts Rules of order. The Mayor continued the meeting.

Mayor Rhorer presented Council Bill No. 2020-006 for consideration. Alderman Sullivan removed himself from the room because of a potential conflict of interest. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-006, 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. Alderman Sapp stated he asked this to be placed back on the agenda because he was unclear what he was voting on at the last meeting. Mayor Rhorer stated the Council Bill states the stipend would continue for a two year term. Alderman Bronson stated he is not in favor of this to continue until we see if it is warranted. He did not want citizens to run for a financial gain. Alderman Lewis stated he was also unclear what he was voting on. He stated the person holding that position does take time and personal expense for doing City business. Mayor Rhorer stated it does take a lot of time and personal expense and guarantees that citizens would not be running for the \$500.00 per month. He stated people have their day jobs and they are going to suffer for it and he felt the least we could do for them is the stipend. The Board members debated this. Mayor Rhorer reported that the roll of Mayor in a fourth class city takes time out of your daily schedule plus expenses. He stated the Board needs to vote however they wish. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-nay, Alderman Clay-aye. Motion carried.

Alderman Sullivan returned to the meeting room.

Jeff Kays, City Attorney reported to answer back on Toalson appointment the City uses Roberts Rules of Order that govern our proceedings and abstaining does not count as “aye” or “nay.” Mayor Rhorer reported we had three ayes, two nays and one abstaining. He reported the appointment was approved for Terry Toalson as Interim Police Chief.

Mayor Rhorer presented Council Bill No. 2020-008 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-008, an ordinance authorizing the Mayor to execute a Missouri Highways and Transportation Commission Municipal Agreement. First reading by title. Mayor Rhorer called for questions or comments. Tony St. Romaine reported this is municipal agreement for the Broadway and Henry Clay Blvd. roundabout. Alderman Lewis questioned if this was part of the design. Tony St. Romaine stated it is only clarifying the maintenance. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2020-009 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up 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. Mayor Rhorer called for questions or comments. Tony St Romaine, City Administrator reported this is for the center of the island for landscaping. He stated this would not be MoDot responsibility. He stated the City would have to maintain this. Alderman Sullivan stated he was glad that it won't be just a piece of concrete but part of the downtown beautification area. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Sullivan-aye. Motion Carried.

Mayor Rhorer presented Council Bill No. 2020-010 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No.2020-010, an ordinance approving the preliminary plat for Ashland Commons Plat 1. First reading by title only. Mayor Rhorer called for questions or comments. Alderman Sapp stated the Planning and Zoning Commission reviewed this and their recommendation was to approve it. Tony St. Romaine, City Administrator reported that Brian Harrington was present from Allstate Consultants to answer any questions. Tony St. Romaine reported they held a work session last month on the site plan for this development. He stated the Planning and Zoning Commission approved this. He stated this is important for the city and community and is a mixed

use of commercial/office and residential. He stated Mr. Quick would donate two acres for the new City Hall and Police facility would be in this development. Mayor Rhorer stated the plans look as South Main would be rerouted. Brian Harrington, Allstate Consultants stated he observed the traffic in the school intersection tonight and it does become blocked. He stated what the goal is separation of the major intersection and the Main Street intersection. He stated it puts it further away to allow for future improvements to South Henry Clay Blvd. intersection. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Sapp-aye, Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2020-011 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up 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. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this is mixed zoning. Alderman Sapp stated the Planning and Zoning Commission stated the residential lots was a concern because they are only 50 feet wide. He stated this is allowed in the planned residential district. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2020-012 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-012, an ordinance accepting a Missouri General Warranty Deed from Richardson Family Limited Liability partnership. First reading by title only. Mayor Rhorer called for questions or comments. Alderman Clay questioned the 1/8 of an acre not owned by the Richardson's. Tony St. Romaine stated it is owned by Jim Wilson and we will be approaching him to see the possibility of the land being donated so the City will own the entire lake. Tony St. Romaine stated this Council Bill is accepting the portion from the Richardson Family. He stated when this is completed it will become a community lake and we will apply for grants for developing this. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Sapp-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Bronson-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1285, 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 Ordinance No. 1285, an ordinance amending Chapter 2 of the City code, Section 2.103 pertaining to purchasing. Mayor Rhorer called for questions or comments. Tony St. Romaine reported this is a house keeping issue to adjust Chapter 2 and Chapter 7 are consistent with the purchase of amount of \$5,000.00. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented 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. Alderman Clay made motion and seconded by Alderman Sapp to take up 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. Mayor Rhorer called for questions or comments. Alderman Bronson questioned this. Tony St. Romaine stated they put out request for proposals for general banking services and they felt this was the best qualified to handle the City business. Mayor Rhorer reported we have several certificate of deposits in other banking intuitions in Ashland. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Bronson-nay, Alderman Lewis-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented a resolution authorizing the Mayor to enter into an agreement to transfer deed. Alderman Bronson made motion and seconded by Alderman Clay to take up for consideration a resolution authorizing the Mayor to enter into an agreement to transfer deed. Mayor Rhorer called for

questions or comments. Tony St. Romaine, City Administrator reported this is for the pocket park that is too small of a parcel of land to build on. He stated he reached out to the three property owners adjoining this and two of the property owners expressed interest. He stated he met with them on the division of the property and they have verbally agreed to the preliminary division with them paying for the cost of surveying and re-platting not to exceed \$2,500.00. He stated once he gets these signed he will have All-state Consultants move forward with the survey. Alderman Sullivan stated he felt this was a fair thing since we have been maintaining this pocket park with no one utilizing the park. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented a resignation from the Parks and Recreational Board from Jessy Henderson. Alderman Bronson made motion and seconded by Alderman Clay to accept the resignation from Jessy Henderson from the Parks and Recreational Board. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented a recommendation to join TIPS/TAPS. Alderman Bronson made motion and seconded by Alderman Clay to join TIPS/TAPS. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Sapp-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented a recommendation to authorize the city staff to begin the grant application for the park through USTA. Alderman Bronson made motion and seconded by Alderman Clay to approve city staff to begin the grant application for the park through USTA. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Sullivan-aye. Motion carried.

Mayor Rhorer presented a recommendation to consider either crack filling or resurfacing the tennis courts. Alderman Sullivan made motion and seconded by Alderman Bronson to approve the resurfacing of the tennis courts. Ernie Wren, Park Board member stated he appreciated the efforts going into this. James Creel, Public Works Supervisor reported there are two options, one being crack filling or resurfacing. He stated the park board recommended resurfacing then going forward have an annual maintenance check to keep up on the condition of the tennis courts. The Board discussed this and the grant application process for resurfacing. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye. Motion carried.

Mayor Rhorer reported the next item on the agenda is the discussion to allow the use of golf carts with specific regulations. Tony St. Romaine, City Administrator reported he presented several cities golf cart ordinances in the packet for the Board to review. He stated the Board needs to decide if they will allow golf carts and if so what type of restrictions and requirements would they want in our ordinance. The Board discussed streets with 20 or 30 mph, brakes, seatbelts to be street legal. The Board discussed that golf carts are made out of plastic and have a greater risk for injury. The Board discussed the current ATV and UTV permits. Mayor Rhorer took a general consensus of the Board and authorized Tony St. Romaine, City Administrator to move forward in crafting an ordinance. Alderman Sullivan suggested we contact the one person that has brought up this concern and see what his plans are before we proceed with this.

Mayor's Report:

Mayor Rhorer did not have a report.

City Administrator's report:

Tony St. Romaine stated he did not prepare an updated spreadsheet of projects and progress tonight. He stated that he had a conversation with Chris Felmler, Superintendent of Schools regarding the traffic control during peak school times where Chief Woolford did the crossing guard duties. He stated it was around 7:35 a.m. to 8:05 a.m. and 2:55 to 3:30 in the afternoon. He reported this is very much needed. He stated he had assumed this was being done but Mr. Felmler reported it is not being done. Mayor Rhorer stated this is critical because of the congestion and Chief Woolford took that upon his self to do that. The Board was in agreement this needs to continue. Deputy Chief Toalson stated this has not been done because we have two positions unfilled and calls for service is the primary responsibility. He stated he has not been made aware of the applications, or review and hiring process to fill the open position. The Board felt the traffic control at the school could be done by the School Resource Officer for now. Mayor Rhorer suggested maybe hiring a trained crossing guard. The Board asked that the School Resource Office be placed during those needed times until we are able to find a different solution. Mayor Rhorer asked this be covered right away.

Public Works Director monthly report:

James Creel gave an update on the subdivision acceptance inspections he is working on. He stated he would submit his findings to Tony St. Romaine and we would proceed from there. He stated they are doing pothole repairs when weather allows. He stated they are doing winter street maintenance. He gave an overview of the park improvements and the repair of the west restroom door that was vandalized. He stated the Regional Planning Commission submitted the two grant applications for various park improvements.

City Attorney's Report:

Jeff Kays reported a citizen brought attention that we need to address the point of order of Alderman Clay's vote to abstain from the appointment of Terry Toalson to Interim Police Chief. He cited the city code 2.505; Every member of the Board shall vote upon every question and when requested by any member the vote upon any question shall be taken by "ayes" and "nays" and be recorded, except that every Board member who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the Board of Aldermen the nature of his interest and shall disqualify himself from voting on any matters relating to this interest. Alderman Clay stated he will change his vote to "Present."

Board of Aldermen's Reports:

Alderwoman Martin stated a resident complained about a city plow vehicle blocking her driveway making it difficult for her to get out in West Oaks Subdivision. James Creel, Public Works Supervisor was going to check on this matter.

Alderman Sullivan stated we had a huge showing tonight of our town and a lot of emotions. He commended TJ Forck for getting the group together and he was impressed how they conducted themselves. He stated he felt it went smoothly. He stated we needed to do what is best for the community and do what is best for the future. He stated we have a lot of developments happening and as Bill Lloyd said we do need to take a breather and look at our roles as Alderman and give us time and work through this. He stated it may not happen overnight.

Alderman Clay made motion and seconded by Alderman Bronson to go out of open session into closed session pursuant to Chapter 610.021 (3) personnel matters with a ten-minute recess. Mayor Rhorer called for the vote. Motion carried.

The City Clerk was not present at the closed session.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

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

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

Gene Rhorer, Mayor



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Amy Banning

Telephone Number: Daytime: 573-881-2551 Evening: 573-881-2551

Home Address: 301 Jameson Drive, Ashland, MO 65010

E-Mail: amyb093@yahoo.com

Year Current Residence in Ashland Began: 2001

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)
N/A

Education Background:

I have a bachelors of social work degree. My degree has allowed me to assist children and families in many different capacities.

Community Involvement:

I was a Girl Scout Leader for four years. I was in charge of the Hygiene Drive to donate items for those in need.

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

If Yes, Name of Person: _____ *Relationship:* _____

Signed: Amy Banning Date: 2/25/2020

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



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Marcy Wood

Telephone Number: Daytime: 573-673-8143 Evening: 573-673-8143

Home Address: 511 Eagle Lake Dr.
Ashland, MO 65010

E-Mail: brandcartmom@yahoo.com

Year Current Residence in Ashland Began: 9/2006

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)

- project management as profession
- assisted with Fall Fest in 2003 and Park Board

Education Background:

- MBA - Columbia College - 2012

Community Involvement:

- none at current time
- previous 2003, assisted with Fall Fest and Park Board

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

If Yes, Name of Person: n/a Relationship: n/a

Signed: M Wood Date: 2/25/2020

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: 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. 1288

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

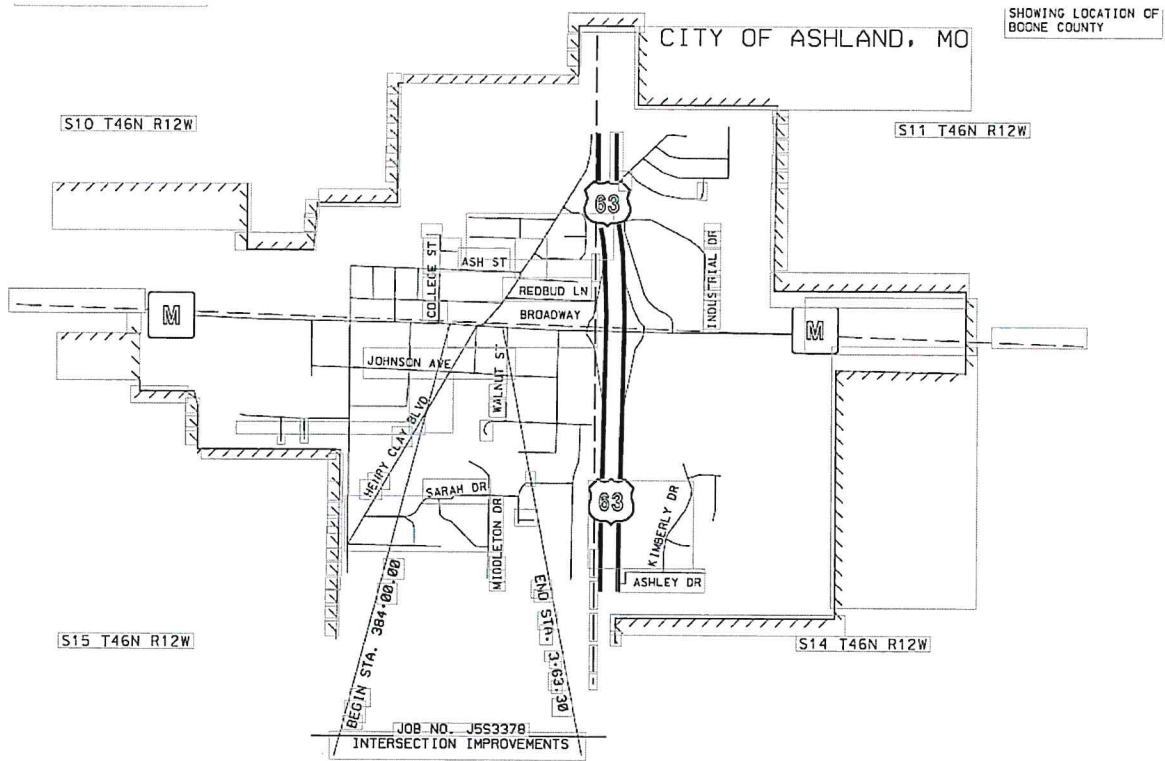
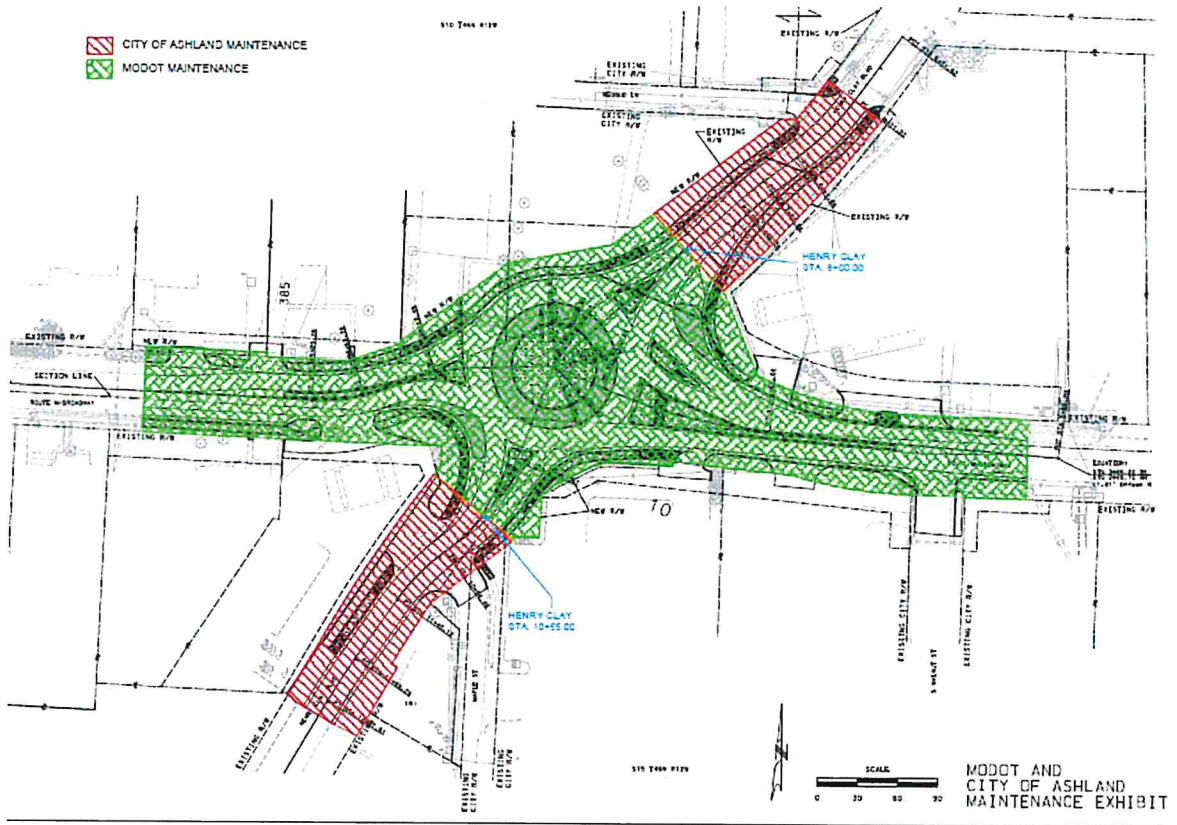


EXHIBIT B MAINTENANCE LIMITS





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. 1289

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

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:

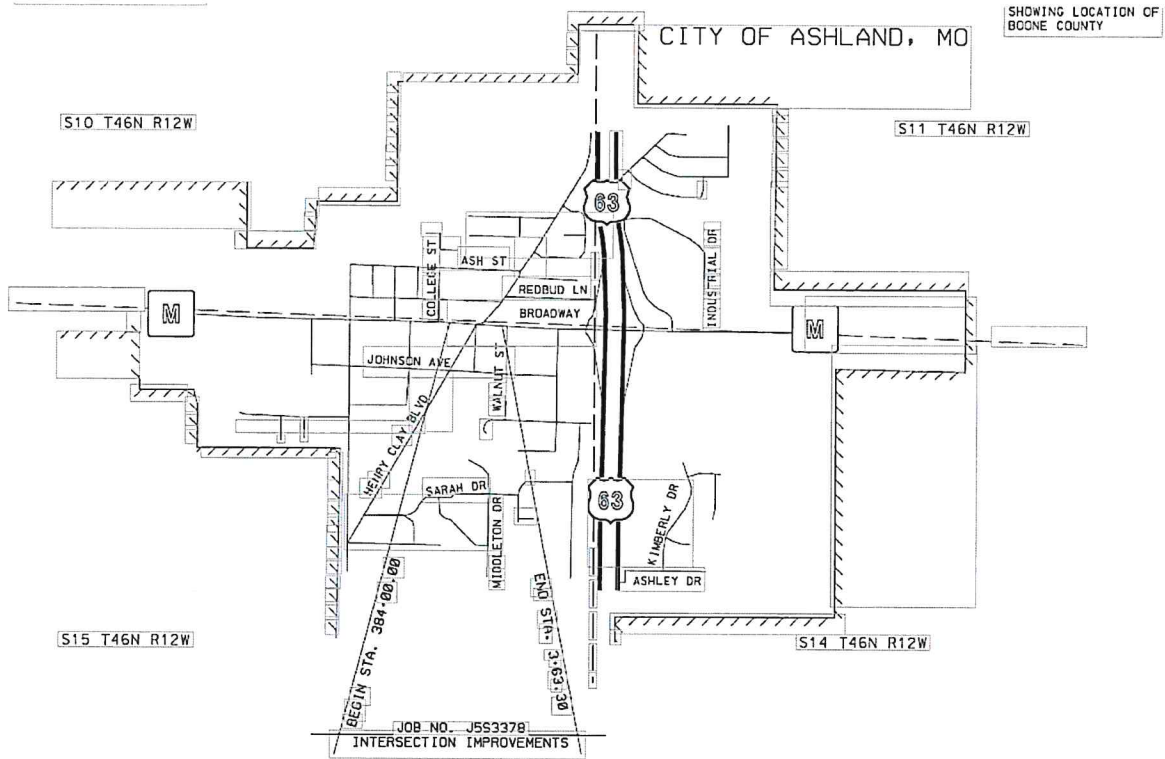
Commission Counsel

By _____

Title _____

Ordinance No. _____

EXHIBIT A
LOCATION SKETCH



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

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.

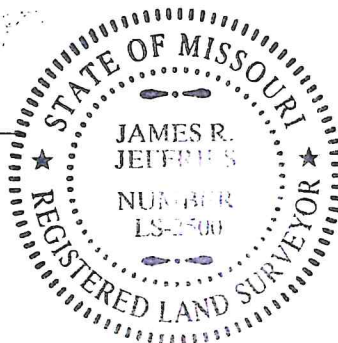
BEARINGS ARE REFERENCED TO GRID NORTH FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) FROM GPS OBSERVATIONS.

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

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



ALLSTATE
CONSULTANTS



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



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.

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

Boone County Internet Parcel Map

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



Boone County Assessor's Office

0 264ft Ashley Dr

Map Generated: 2/14/2020 10:28:46 AM

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.

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: March 3, 2020

Re: Memorandum of Understanding with ACT Missouri

EXECUTIVE SUMMARY: ACT Missouri is a private not-for-profit corporation established in 1991 to promote drug and alcohol awareness throughout Missouri. They work with community groups across the state to spread the message about making healthy choices. They also partner with national organizations like SADD and The Partnership for Drug-Free Kids.

DISCUSSION: ACT Missouri approached the Ashland Police Department to determine if there was any interest in the City partnering with ACT Missouri through its school resource office (SRO) by participating in various training and assessments designed to provide better student care. There would be no cost to the City. Interim Police Chief Terry Toalson indicated that they would be willing to participate in this program.

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 to enter into a memorandum of understanding with ACT Missouri.

3-03-2020

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN ACT MISSOURI AND THE ASHLAND POLICE DEPARTMENT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor on behalf of the Ashland Police Department and the City of Ashland to enter into a Memorandum of Understanding between ACT Missouri and the Ashland Police Department. The form and content of the Memorandum of Understanding shall be substantially as set forth in the document attached to and made a part of this resolution.

Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

**Memorandum of Understanding between Act Missouri and the City of Ashland Police Department,
hereinafter City of Ashland**

This agreement between Act Missouri and the City of Ashland shall be from October 1, 2020, if awarded, for a period of three (3) years.

Responsibilities of City of Ashland:

The City of Ashland's School Resource Officer (SRO) will participate in the school mental wellness team to provide better care for the students.

The SRO will participate in the school climate assessment.

The SRO will participate in the school mental health trainings set forth from this grant.

Provide information (as appropriate) for data collection of this grant.

Responsibilities of Act Missouri:

Act Missouri will provide City of Ashland with information sharing regarding the grant.

Act Missouri will provide the evaluation results.

Act Missouri will provide training and technical assistance regarding mental health.

Act Missouri and City mutually agree to abide by all federal and state anti-discrimination statues, regulations, policies, and procedures. This agreement shall be subject to all applicable provisions of state and federal law and regulation related to the delivery and funding of grant activities.

Gene Rhorer

Official City Representative's Name

Official APD Representative's Signature

Mayor

Title

Date

Official Act Missouri Representative's Name

Official Act Missouri Representative's Signature

Title

Date



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

A handwritten signature in black ink, appearing to read "Tony St Romaine", is written over the "From:" field.

Board Meeting Date: March 3, 2020

Re: MoDOT Adopt-A-Highway Renewals

EXECUTIVE SUMMARY: For the last three years, the City has been a party to an agreement with MoDOT in connection with their Adopt-A-Highway program. The area in question covers the four quadrants of the US 63 interchange.

DISCUSSION: Prior to the City entering into the Adopt-A-Highway program, MoDOT was responsible for mowing the four quadrants of the US 63 interchange. Due to MoDOT budget limitations, the frequency of mowing was not sufficient to keep the areas looking well maintained throughout most of the year. The City decided to enter into the program so that we could keep the quadrants mowed on a regular basis in order to create a good first impression for visitors and residents when entering and exiting the Ashland interchange.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): City labor cost only.

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends that the City Administrator be authorized to sign the renewal with MoDOT for the Adopt-A-Highway program.

RESOLUTION 3-03-2020

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, TONY ST. ROMAINE
TO ENTER INTO ADOPT-A-HIGHWAY AGREEMENTS WITH MODOT

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

Article 1. The City Administrator, for and on behalf of the City of Ashland, Mo. is hereby authorized to enter into adopt-a-highway agreements with MoDot. A copy of the agreements are attached to this resolution and made a part hereof.

Passed this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Missouri
Department
of Transportation



Machelle Watkins, District Engineer

Central District
1511 Missouri Blvd.
P.O. Box 718
Jefferson City, MO 65102
(573) 751-3322
Fax (573) 526-6891
Toll free 1-888 ASK MODOT
www.modot.org

February 03, 2020

Lyn Woolford
109 E. Broadway
Ashland, MO 65010

Dear Lyn Woolford,

Re: Adopt-A-Highway - Rp Us63s To Rtm W in Boone County, beginning at .009 Mile(S) After Us 63 S, ending .004 Mile(S) Before Rt M W, for 0.188 miles.

Our records indicate that your three-year Adopt-A-Highway agreement has expired or will expire on February 03, 2020. The Missouri Department of Transportation appreciates your willingness to help improve the appearance of Missouri roadsides by participating in this program. The work the adopters perform each year is extremely important. Not only does it make Missouri a cleaner and more beautiful state, but if MoDOT had to collect the litter adopters pick up each year, it would add up to more than \$1.5 million.

Renewal:

Enclosed is a completed Adopt-A-Highway three-year agreement renewal. If you would like to continue your participation in the Adopt-A-Highway program, please review, make corrections as necessary, sign, date and return it to this office within 30 days.

If you do not wish to continue and want to cancel your adoption, please check the box below and return to our office agreement will be cancelled and your signs will be removed.

No, we do not wish to continue in the Adopt-A-Highway program. Please cancel our adoption.

Signed _____

AAH Representative

If you have questions or need assistance, please contact me at 573-522-8472. Thank you.

Sincerely,

Danielle Goodman
Adopt-A-Highway Coordinator
Enclosure(s)





www.modot.org
1-888-ASK-MODOT

Missouri Highways and Transportation Commission Adopt-A-Highway Agreement



(Check all that apply) Litter pickup Mowing Beautification Native Area

(This Agreement is considered an application until executed by the Missouri Highways and Transportation Commission)

This Agreement is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Tony St. Romaine (hereinafter, "Adopter").

City Administrator, Ashland

Is this request being made on behalf of a group or organization? Yes No

If yes, list the full name and street address of the group or organization. _____

Whereas, the Adopter requests permission to enter into the Adopt-A-Highway program in Boone County on R_p Us63s To R_{tm} W from .009 Mile(S) After Us 63 S to .004 Mile(S) Before Rt M W. Beginning log point 0.01, Ending log point 0.20, Length of adoption 0.188 miles; and

Whereas, the Commission has the sole responsibility in determining whether an application is rejected or accepted and whether a highway will or will not be available for adoption; and

Whereas, the Adopter representative hereby certifies that the following information is true and accurate to the best of his or her knowledge and if he or she has submitted any false statements of a material fact or have practiced or attempted to practice any fraud or deception, the Commission may refuse to grant the request to participate in the program.

1. Adopter Representative: The Adopter representative for the purpose of administering the provisions of this Agreement is:

Name: Tony St. Romaine, City of Ashland

Street Address: 109 E. Broadway

City: Ashland State: MO Zip: 65010

Telephone (day) 573-657-2091 (night): 573-808-1576

Fax: 573-657-7018 E-Mail: city_admin@ashland.mo.us

2. Eligibility: Individuals, as Adopters or as members of Adopter organizations and enterprises, will not be approved to participate in the program if they have been convicted of, or pled guilty or no contest to, a violent criminal activity, unless 10 years have passed since completion of the latest incarceration, probation or parole for violent criminal activity.

3. Administrative Rules: The Adopter shall comply with the administrative rules of the Missouri Department of Transportation, under Title 7, Chapter 14, including any rules promulgated or amended after the date of this Agreement.

4. Amendments: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the Adopter representative and the Commission.

Missouri
Department
of Transportation



Machelle Watkins, District Engineer

Central District
1511 Missouri Blvd.
P.O. Box 718
Jefferson City, MO 65102
(573) 751-3322
Fax (573) 526-6891
Toll free 1-888 ASK MODOT
www.modot.org

February 03, 2020

Woolford Lyn
109 E. Broadway
Ashland, MO 65010

Dear Lyn Woolford,

Re: Adopt-A-Highway - Rp Us63n To Rty E in Boone County, beginning at .021 Mile(S) After Us 63 N, ending .008 Mile(S) Before Rt M E, for 0.169 miles.

Our records indicate that your three-year Adopt-A-Highway agreement has expired or will expire on February 03, 2020. The Missouri Department of Transportation appreciates your willingness to help improve the appearance of Missouri roadsides by participating in this program. The work the adopters perform each year is extremely important. Not only does it make Missouri a cleaner and more beautiful state, but if MoDOT had to collect the litter adopters pick up each year, it would add up to more than \$1.5 million.

Renewal:

Enclosed is a completed Adopt-A-Highway three-year agreement renewal. If you would like to continue your participation in the Adopt-A-Highway program, please review, make corrections as necessary, sign, date and return it to this office within 30 days.

If you do not wish to continue and want to cancel your adoption, please check the box below and return to our office agreement will be cancelled and your signs will be removed.

No, we do not wish to continue in the Adopt-A-Highway program. Please cancel our adoption.

Signed _____

AAH Representative

If you have questions or need assistance, please contact me at 573-522-8472. Thank you.

Sincerely,

Danielle Goodman
Adopt-A-Highway Coordinator
Enclosure(s)





Missouri Highways and Transportation Commission
Adopt-A-Highway Agreement



(Check all that apply) [] Litter pickup [x] Mowing [] Beautification [] Native Area

(This Agreement is considered an application until executed by the Missouri Highways and Transportation Commission)

This Agreement is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Tony St. Romaine (hereinafter, "Adopter").

City Administrator, Ashland

Is this request being made on behalf of a group or organization? [] Yes [x] No

If yes, list the full name and street address of the group or organization.

Whereas, the Adopter requests permission to enter into the Adopt-A-Highway program in Boone County on Rps 63n To Rty E from .021 Mile(S) After Us 63 N to .008 Mile(S) Before Rt M E. Beginning log point 0.02, Ending log point 0.19, Length of adoption 0.169 miles; and

Whereas, the Commission has the sole responsibility in determining whether an application is rejected or accepted and whether a highway will or will not be available for adoption; and

Whereas, the Adopter representative hereby certifies that the following information is true and accurate to the best of his or her knowledge and if he or she has submitted any false statements of a material fact or have practiced or attempted to practice any fraud or deception, the Commission may refuse to grant the request to participate in the program.

1. Adopter Representative: The Adopter representative for the purpose of administering the provisions of this Agreement is:

Name: Tony St. Romaine, City of Ashland
Street Address: 109 E. Broadway
City: Ashland State: MO Zip: 65010
Telephone (day): 573-657-2091 (night): 573-808-1576
Fax: 573-657-7018 E-Mail: cityadmin@ashlandmo.us

2. Eligibility: Individuals, as Adopters or as members of Adopter organizations and enterprises, will not be approved to participate in the program if they have been convicted of, or pled guilty or no contest to, a violent criminal activity, unless 10 years have passed since completion of the latest incarceration, probation or parole for violent criminal activity.

3. Administrative Rules: The Adopter shall comply with the administrative rules of the Missouri Department of Transportation, under Title 7, Chapter 14, including any rules promulgated or amended after the date of this Agreement.

4. Amendments: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the Adopter representative and the Commission.

5. Signs: The sign shall have the actual name of either the adopter, or an individual in whose memory the adoption is being made, and shall not include telephone numbers, logos, slogans, dates, addresses, or Internet addresses. Please keep verbiage to a minimum for ease of reading. The Adopter's requested identification on the sign is worded as follows, with one character allowed per space:

CITY
OF
ASHLAND

6. Special Provisions: NA
NA

7. Safety Training: The Adopter or Adopter representative shall obtain safety materials, such as highway safety tips brochures and videos, from the Commission at a safety briefing, and agrees to abide by all provisions and safety requirements contained within these materials. Before any participant within a group takes part in the program, he or she must attend a meeting conducted by the Adopter representative to view these materials and discuss safety.

8. Indemnification: To the extent allowed by law, the Adopter assumes the obligation to indemnify and hold harmless the Commission, including its officers, employees and agents, from every expense, liability or payment arising from any claim, lawsuit or liability which may arise from the Adopter's participation in the program.

9. Commission Representative: The Commission's representative for the purpose of administering the provisions of this Agreement is:

Name: Danielle Goodman
Street Address: 1511 Missouri Blvd. P.O. Box 718
City: Jefferson City **State:** MO **Zip:** 65102
Telephone (day): 573-522-8472 **Fax:** 573-526-6891
E-Mail: Danielle.Goodman@modot.mo.gov **Adopt-A-Highway E-mail:** aah@modot.org

In Witness Whereof, the parties have entered into this Agreement on the date last written below.

Executed by the Adopter this _____ day of _____ 20_____.

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

Missouri Highways and Transportation Commission Woolford Lyn
Adopter Name

Machelle Watkins Adopter Representative
District Engineer

Missouri
Department
of Transportation



Machelle Watkins, District Engineer

Central District
1511 Missouri Blvd.
P.O. Box 718
Jefferson City, MO 65102
(573) 751-3322
Fax (573) 526-6891
Toll free 1-888 ASK MODOT
www.modot.org

February 03, 2020

Lyn Woolford
109 E. Broadway
Ashland, MO 65010

Dear Lyn Woolford,

Re: Adopt-A-Highway - Rp Rtm To Us63s S in Boone County, beginning at .002 Mile(S) After Rt Y E, ending .011 Mile(S) Before Us 63 S, for 0.173 miles.

Our records indicate that your three-year Adopt-A-Highway agreement has expired or will expire on February 03, 2020. The Missouri Department of Transportation appreciates your willingness to help improve the appearance of Missouri roadsides by participating in this program. The work the adopters perform each year is extremely important. Not only does it make Missouri a cleaner and more beautiful state, but if MoDOT had to collect the litter adopters pick up each year, it would add up to more than \$1.5 million.

Renewal:

Enclosed is a completed Adopt-A-Highway three-year agreement renewal. If you would like to continue your participation in the Adopt-A-Highway program, please review, make corrections as necessary, sign, date and return it to this office within 30 days.

If you do not wish to continue and want to cancel your adoption, please check the box below and return to our office agreement will be cancelled and your signs will be removed.

No, we do not wish to continue in the Adopt-A-Highway program. Please cancel our adoption.

Signed _____

AAH Representative

If you have questions or need assistance, please contact me at 573-522-8472. Thank you.

Sincerely,

Danielle Goodman
Adopt-A-Highway Coordinator
Enclosure(s)





www.modot.org
1-888-ASK-MODOT

Missouri Highways and Transportation Commission Adopt-A-Highway Agreement



(Check all that apply) Litter pickup Mowing Beautification Native Area

(This Agreement is considered an application until executed by the Missouri Highways and Transportation Commission)

This Agreement is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Tony St. Romaine (hereinafter, "Adopter").

City Administrator, Ashland

Is this request being made on behalf of a group or organization? Yes No

If yes, list the full name and street address of the group or organization. _____

Whereas, the Adopter requests permission to enter into the Adopt-A-Highway program in Boone County on Rp Rtm To Us63s S from .002 Mile(S) After Rt Y E to .011 Mile(S) Before Us 63 S. Beginning log point 0.04, Ending log point 0.22, Length of adoption 0.173 miles; and

Whereas, the Commission has the sole responsibility in determining whether an application is rejected or accepted and whether a highway will or will not be available for adoption; and

Whereas, the Adopter representative hereby certifies that the following information is true and accurate to the best of his or her knowledge and if he or she has submitted any false statements of a material fact or have practiced or attempted to practice any fraud or deception, the Commission may refuse to grant the request to participate in the program.

1. Adopter Representative: The Adopter representative for the purpose of administering the provisions of this Agreement is:

Name: Tony St. Romaine City of Ashland

Street Address: 109 E. Broadway

City: Ashland State: MO Zip: 65010

Telephone (day) 573-657-2091 (night): 573-808-1576

Fax: 573-657-7018 E-Mail: cityadmin@ashlandmo.us

2. Eligibility: Individuals, as Adopters or as members of Adopter organizations and enterprises, will not be approved to participate in the program if they have been convicted of, or pled guilty or no contest to, a violent criminal activity, unless 10 years have passed since completion of the latest incarceration, probation or parole for violent criminal activity.

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CITY
OF
ASHLAND

6. Special Provisions: NA
NA

7. Safety Training: The Adopter or Adopter representative shall obtain safety materials, such as highway safety tips brochures and videos, from the Commission at a safety briefing, and agrees to abide by all provisions and safety requirements contained within these materials. Before any participant within a group takes part in the program, he or she must attend a meeting conducted by the Adopter representative to view these materials and discuss safety.

8. Indemnification: To the extent allowed by law, the Adopter assumes the obligation to indemnify and hold harmless the Commission, including its officers, employees and agents, from every expense, liability or payment arising from any claim, lawsuit or liability which may arise from the Adopter's participation in the program.

9. Commission Representative: The Commission's representative for the purpose of administering the provisions of this Agreement is:

Name: Danielle Goodman
Street Address: 1511 Missouri Blvd. P.O. Box 718
City: Jefferson City **State:** MO **Zip:** 65102
Telephone (day): 573-522-8472 **Fax:** 573-526-6891
E-Mail: Danielle.Goodman@modot.mo.gov **Adopt-A-Highway E-mail:** aah@modot.org

In Witness Whereof, the parties have entered into this Agreement on the date last written below.

Executed by the Adopter this _____ day of _____ 20____.

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

Missouri Highways and Transportation Commission

Lyn Woolford
Adopter Name

Machelle Watkins
District Engineer

Adopter Representative

Missouri
Department
of Transportation



Machelle Watkins, District Engineer

Central District
1511 Missouri Blvd.
P.O. Box 718
Jefferson City, MO 65102
(573) 751-3322
Fax (573) 526-6891
Toll free 1-888 ASK MODOT
www.modot.org

February 03, 2020

Lyn Woolford
109 E. Broadway
Ashland, MO 65010

Dear Lyn Woolford,

Re: Adopt-A-Highway - Rp Rty To Us63n N in Boone County, beginning at .005 Mile(S) After Rt M W, ending .001 Mile(S) Before Us 63 N, for 0.15 miles.

Our records indicate that your three-year Adopt-A-Highway agreement has expired or will expire on February 03, 2020. The Missouri Department of Transportation appreciates your willingness to help improve the appearance of Missouri roadsides by participating in this program. The work the adopters perform each year is extremely important. Not only does it make Missouri a cleaner and more beautiful state, but if MoDOT had to collect the litter adopters pick up each year, it would add up to more than \$1.5 million.

Renewal:

Enclosed is a completed Adopt-A-Highway three-year agreement renewal. If you would like to continue your participation in the Adopt-A-Highway program, please review, make corrections as necessary, sign, date and return it to this office within 30 days.

If you do not wish to continue and want to cancel your adoption, please check the box below and return to our office agreement will be cancelled and your signs will be removed.

No, we do not wish to continue in the Adopt-A-Highway program. Please cancel our adoption.

Signed _____

AAH Representative

If you have questions or need assistance, please contact me at 573-522-8472. Thank you.

Sincerely,

Danielle Goodman
Adopt-A-Highway Coordinator
Enclosure(s)





Missouri Highways and Transportation Commission Adopt-A-Highway Agreement



(Check all that apply) Litter pickup Mowing Beautification Native Area

(This Agreement is considered an application until executed by the Missouri Highways and Transportation Commission)

This Agreement is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Tony St. Romaine (hereinafter, "Adopter").
City Administrator, Ashland

Is this request being made on behalf of a group or organization? Yes No

If yes, list the full name and street address of the group or organization. _____

Whereas, the Adopter requests permission to enter into the Adopt-A-Highway program in Boone County on Rpty To Us63n N from .005 Mile(S) After Rt M W to .001 Mile(S) Before Us 63 N. Beginning log point 0.04, Ending log point 0.19, Length of adoption 0.15 miles; and

Whereas, the Commission has the sole responsibility in determining whether an application is rejected or accepted and whether a highway will or will not be available for adoption; and

Whereas, the Adopter representative hereby certifies that the following information is true and accurate to the best of his or her knowledge and if he or she has submitted any false statements of a material fact or have practiced or attempted to practice any fraud or deception, the Commission may refuse to grant the request to participate in the program.

1. Adopter Representative: The Adopter representative for the purpose of administering the provisions of this Agreement is:

Name: Tony St. Romaine City of Ashland

Street Address: 109 E. Broadway

City: Ashland State: MO Zip: 65010

Telephone (day) 573-657-2091 (night): 573-808-1576

Fax: 573-657-7018 E-Mail: city_admin@ashlandmo.us

2. Eligibility: Individuals, as Adopters or as members of Adopter organizations and enterprises, will not be approved to participate in the program if they have been convicted of, or pled guilty or no contest to, a violent criminal activity, unless 10 years have passed since completion of the latest incarceration, probation or parole for violent criminal activity.

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CITY
OF
ASHLAND

6. Special Provisions: NA
NA

7. Safety Training: The Adopter or Adopter representative shall obtain safety materials, such as highway safety tips brochures and videos, from the Commission at a safety briefing, and agrees to abide by all provisions and safety requirements contained within these materials. Before any participant within a group takes part in the program, he or she must attend a meeting conducted by the Adopter representative to view these materials and discuss safety.

8. Indemnification: To the extent allowed by law, the Adopter assumes the obligation to indemnify and hold harmless the Commission, including its officers, employees and agents, from every expense, liability or payment arising from any claim, lawsuit or liability which may arise from the Adopter's participation in the program.

9. Commission Representative: The Commission's representative for the purpose of administering the provisions of this Agreement is:

Name: Danielle Goodman
Street Address: 1511 Missouri Blvd. P.O. Box 718
City: Jefferson City **State:** MO **Zip:** 65102
Telephone (day): 573-522-8472 **Fax:** 573-526-6891
E-Mail: Danielle.Goodman@modot.mo.gov **Adopt-A-Highway E-mail:** aah@modot.org

In Witness Whereof, the parties have entered into this Agreement on the date last written below.

Executed by the Adopter this _____ day of _____ 20____.

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

Missouri Highways and Transportation Commission

Lyn Woolford
Adopter Name

Machelle Watkins
District Engineer

Adopter Representative



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: March 3, 2020

Re: Lawn Waste Disposal Agreement

EXECUTIVE SUMMARY: Clean Cut Services, L.L.C. has been providing a disposal site located at 407 Douglas Drive, Ashland, Missouri for the disposal of yard waste for residents of the City of Ashland. The current contract is set to expire on March 31, 2019; however, there are provisions for renewal which City staff are recommending to exercise.

DISCUSSION: The term of the new agreement will be from April 1, 2020 through March 31, 2021, under the same terms as the previous agreement. The monthly rate has been increased from \$1,910 per month to \$1,967 per month (3% adjustment due to inflation).

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next year): \$23,604

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation for an agreement with Clean Cut Services, LLC for lawn waste disposal.

RESOLUTION 3-03-2020

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LAWN WASTE DISPOSAL CONTRACT WITH CLEAN CUT SERVICES, LLC.

Whereas, Richard Jones of Clean Cut Services, LLC has presented the Board of Aldermen a proposal to extend the contract for lawn waste disposal to the community at his facility located at 407 Douglas Drive; and

Whereas, the Board of Aldermen has reviewed the proposal for lawn waste disposal and furthermore wishes to enter into a contract with Clean Cut Services, LLC; and

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

The Board of Aldermen hereby authorizes the Mayor to enter into a contract with Clean Cut Services, LLC. for the lawn waste disposal services as set out in the contract and marked as Exhibit "A".

Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

LAWN WASTE DISPOSAL AGREEMENT

This agreement is entered into on this 4th day of March, 2020, between the City of Ashland, Missouri ("Ashland") and Clean Cut Services, L.L.C. The parties agree as follows:

DUTIES: Clean Cut Services, L.L.C. will provide a Disposal Site located at 407 Douglas Drive, Ashland, Missouri for the disposal of yard waste for residents of the City of Ashland. Yard waste will only be accepted from residents of Ashland who are disposing of yard waste from their own residences. An exception is that yard waste from rental residential property in Ashland will be accepted from landlords who operate the property.

Yard waste includes grass clippings, leaves and tree limbs cut to no more than four feet in length. The Disposal Site will be open and operable from 7:00 a.m. until 6:00 p.m. on Monday through Saturday and from noon until 6:00 p.m. on Sunday. This schedule will not apply to City Holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Dumping of yard waste will not be permitted after sunset or before sunrise.

COMPENSATION: Compensation will be paid as follows:

Ashland will compensate Clean Cut Services, L.L.C. \$1,967.00 per month, which shall be due and owing the first day of each month.

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

DURATION OF AGREEMENT: This agreement will be in effect for a period of twelve (12) months beginning on April 1, 2020 and shall be renewable by agreement of both parties. This agreement may be terminated by either party upon sixty (60) days written notice. If Clean Cut Services, L.L.C. is unable to perform the duties required in this agreement as a result of loss of license, or for any other reason, the agreement shall become terminable at will by Ashland. Compensation and rental property yard waste acceptance provisions may be reviewed every twelve (12) months.

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

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

COMPLETE UNDERSTANDING; AUTHORSHIP: Parties agree that this document represents the full and complete understanding of parties. Parties agree that the production of this document was the joint effort of both parties and that the agreement shall not be construed as having been drafted by either party.

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

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

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

INSURANCE AND INDEMNIFICATION: Clean Cut Services, L.L.C. will maintain insurance of its premises and upon the operations contemplated under this agreement in amounts not less than \$500,000.00 per individual and \$1,000,000.00 per occurrence and will indemnify and hold harmless Ashland from any claims or judgments against Ashland which may occur by virtue of operation of the yard and services contemplated in this agreement.

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

CITY OF ASHLAND, MISSOURI

By: _____
Gene Rhorer, Mayor

Date: _____

Attest: _____
Darla Sapp, City Clerk

CLEAN CUT SERVICES, L.L.C.

By: _____
Richard Jones, Owner

Date: _____

3-03-2020

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO SEEK FINANCIAL ASSISTANCE AVAILABLE UNDER THE MISSOURI HIGHWAY SAFETY PROGRAM FOR TRAFFIC ENFORCEMENT

WHEREAS, the Police Chief is seeking financial assistance available under the Missouri Highway Safety Program for traffic enforcement; and

WHEREAS, the Police Chief is wanting to acquire (8) radar units for the patrol vehicles; and

WHEREAS, the Missouri Highway Safety Program requires the approval of the Board of Aldermen to participate in this program.

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

The Board of Aldermen hereby authorizes the Chief of Police to seek financial assistance available under the Missouri Highway Safety Program for traffic enforcement as stated in the attached "City Council Authorization letter."

Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the City of Ashland, Missouri, Board of Alderman held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Board of Alderman that the City of Ashland will participate in Missouri's Highway Safety Program.

It is further agreed by the Board that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Board his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Mayor