



**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, JANUARY 21, 2020
7:00 P.M.**

WORK SESSION-COMPREHENSIVE PLAN AT 6:00 P.M.

Call regular meeting to order

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 1-21-2020 agenda: **Action:** _____
2. Consideration of the 1-07-2020 meeting minutes: **Action:** _____

PROCLAMATION

3. Mayoral Proclamation-Officer George Roberson

PUBLIC COMMENTS

4. Ernie Wren-Optimist Pool
5. Anyone wishing to appear before the Board

APPOINTMENTS

6. Downtown Beautification Committee- Jay Berendzen
7. Park and Recreation Board-Brian Sapp

COUNCIL BILLS

8. Council Bill No. 2020-001, an ordinance authorizing the Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 107 East Broadway. First reading by title only. **Action:** _____
9. Council Bill No. 2020-002, an ordinance to amend Chapter 19 of the City Code Section 19.1230 pertaining to fireworks and use of. First reading by title only. **Action:** _____

10. Council Bill No. 2020-003, an ordinance approving the re-plat of Cobblestone Court. First reading by title only. **Action:** _____

11. Council Bill No. 2020-004, an ordinance approving the cooperative agreement with Southern Boone School District to pay for improvements to West Red Tail Drive. First reading by title only. **Action:** _____

ORDINANCES

12. Ordinance No. 1281, an ordinance approving the cooperative agreement with Southern Boone School District to pay for improvements to West Red Tail Drive. **Action:** _____

RESOLUTIONS

13. A resolution authorizing the City Administrator to solicit bids for Sarah Drive bridge improvements. **Action:** _____

OTHER

14. None

DISCUSSION

15. None

REPORTS

16. Mayor's Report

17. City Administrator's Report

18. Public Works Supervisor's Report

19. City Attorney's Report

20. Board of Aldermen's Report

21. 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: 1-17-2020@

8:40 am
DS

City Hall and website: www.ashlandmo.us

TUESDAY, JANUARY 07, 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 January 07, 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, Lyn Woolford, Police Chief and James Creel, Public Works Supervisor.

Mayor Rhorer presented the agenda of January 07, 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 December 17, 2019 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 subject. He stated this is the only public speaking portion of the meeting.

Mayor Rhorer reported they need to appoint seven additional members to the Downtown Beautification Committee. He explained the duties of the Committee was to prepare a report outlining needed improvements for the Broadway corridor along with recommended funding sources. He presented six people to serve on the committee.

Mayor Rhorer presented an appointment of Dave Westhoff to the Downtown Beautification Committee. Alderman Bronson made motion and seconded by Alderman Clay to approve the appointment as presented. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented an appointment of Brandon Glascock to the Downtown Beautification Committee. Alderman Clay made motion and seconded by Alderman Sapp to approve the appointment as presented. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented an appointment of Jason Reynolds to the Downtown Beautification Committee. Alderman Lewis made motion and seconded by Alderman Sullivan to approve the appointment as presented. 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 an appointment of Kay Geers to the Downtown Beautification Committee. Alderman Sapp made motion and seconded by Alderman Clay to approve the appointment as presented. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented an appointment of Curtis Anderson to the Downtown Beautification Committee. Alderman Bronson made motion and seconded by Alderman Clay to approve the appointment as presented. 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 an appointment of Peggy Wren to the Downtown Beautification Committee. Alderman Clay made motion and seconded by Alderman Sapp to approve the appointment as presented. 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 Ordinance No. 1279 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1279, an ordinance repealing Chapter 7, Selection of Professional Services, Procurement, Conflict of Interest in its entirety and enacting a new Chapter 7, Selection of Professional Services, Procurement, Conflict of Interest. Mayor Rhorer called for questions or comments. 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 Ordinance No. 1280 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1280, an ordinance approving the final plat of Forest Park 1-A. First reading by title only. Mayor Rhorer called for questions or comments. He stated the Planning and Zoning Commission recommended approval. Alderman Sapp informed the Board this is the second reading and is basically a realignment to the street and an adjustment to one lot. He stated the Planning and Zoning has recommended approval. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer reported the next item on the agenda was Sarah Drive bridge engineering report and recommendation to restrict access on the bridge to vehicles weighing less than 10,000 lbs. He stated the information was in their packet. James Creel, Public Works Supervisor reported Tony St. Romaine, City Administrator asked him to be present at the meeting to discuss the Sarah Drive bridge. He stated this initially was looked at because he saw the curb was in bad shape. He stated he looked at the structure itself and there was a large crack along the top of the slab and felt it was faulty. He stated they had Wes Bolton from Allstate Consultants do a safety inspection and a preliminary study and it came back with serious concerns. He stated he cannot find any information on whom the developer or contractor was or a set of plans. He stated it is located between Middleton Crossing and Commerce Drive. He stated it looks like a deck was thrown over and the concrete abutments were done after the fact. He stated there is erosion as well. He stated there was three options; one being do nothing, second option is to close the structure to traffic. The third option is to replace the structure. He stated they felt limiting the weight limit on the structure was a good option at this point. James Creel suggested five-ton weight restriction. The Board discussed the different weight limits and felt the better option is to close the roadway to vehicle traffic. Mayor Rhorer stated if you post a weight limit sign on the bridge people would still use it and we have no way of weighing vehicles to write tickets on this. James Creel, Public Works Supervisor stated the Public Works Department has stopped using this bridge and he has reached out to the school

and the trash service as well with no response. The Board discussed this at length and felt it was a liability and it should be closed to all traffic. Mayor Rhorer stated we would place this on the next agenda and get the notifications out to the public.

Mayor's Report:

Mayor Rhorer reported when he bought the Boone County Journal newspaper he knew it was going to be time demanding. He stated he would not be filing for re-election. He wished the Board all the luck. He stated he has committed 10 years to this community and in April, he would be out of office.

City Administrator's report:

Tony St. Romaine was absent from the meeting.

Police Chief's report:

Chief Woolford presented his stat report and year-end summary to the Board. He gave an overview of these reports. He stated they try to get to each subdivision at least twice a day. He informed the Board that a local firefighter's parents donated a Colt AR15 Rifle to the Police Department. He reported on the attack of an Officer, additional crime and violence and training. Chief Woolford reported that Officer O'Brien would be leaving the Police Department to go to work with the Department of Mental Health.

City Attorney's Report:

Jeff Kays informed the Mayor that Ad Hoc Committee's does need Board approval.

Board of Aldermen's Reports:

Alderman Clay stated he will also not be running for re-election and that he has served five years to the community.

Alderman Sullivan reported that Holts Summit Board of Aldermen voted to remove their recycling program.

Alderman Sapp stated he was glad to see MoDot working on the Broadway in front of Subway on the bump and huge potholes. He stated he had a conversation with James before the meeting on some park issues that he will address.

Alderman Sapp stated that since the recycling topic has come up he thought the Board approved to move the recycle lot by the new water building in a fenced in area with cameras. He stated he thought the hold up was the construction of Red Tail Drive that has been completed. He asked when the lot could be prepared for relocating the recycle containers. Mayor Rhorer stated that is the directive from the Board and he would see that this gets started tomorrow. He stated that he felt Tony St. Romaine was doing due diligence in polling citizens about the recycling on facebook.

Alderman Sapp stated the Board also voted to close the tennis courts and this has not yet been done. He stated we either need close the tennis courts or repeal the Board's vote to close the tennis courts. Mayor Rhorer asked James Creel, Public Works Supervisor to close the tennis courts tomorrow morning.

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

Darla Sapp, City Clerk

Gene Rhorer, Mayor

CITY OF ASHLAND

MAYORAL PROCLAMATION

WHEREAS, Police Services are vital to this Community to ensure a safe and secure quality of life for our residents; and

WHEREAS, Our Police Officers are ready to uphold the laws of the State and Ordinances of Ashland, preserve life, maintain human rights, protect property and promote individual responsibility; and

WHEREAS, Each Officer accepts the risks that accompany the responsibility of becoming a guardian of established rules, knowing a danger to themselves could be present at any moment; and

WHEREAS, The City of Ashland recognizes the value and accomplishments of our Police Department and their critical service to the residents of our Community; then

THEREFORE, Be it resolved that I, Gene Rhorer, Mayor of the City of Ashland, Mayor Pro-Tem Jesse Bronson, Aldermen Rick Lewis, Danny Clay, Jeffrey Sapp, Leslie Martin and Richard Sullivan, do hereby commend Officer George Roberson for his dedication and the courage displayed when he attempted to apprehend a wanted subject who fired a handgun at the windshield of Officer Roberson's assigned police cruiser, while still occupied by Officer Roberson, on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City to be affixed this 21st day of January, 2020.

Gene Rhorer, Mayor



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: BRIAN SAPP

Telephone Number: Daytime: 573-469-2685 Evening: _____

Home Address: 608 Appaloosa Dr
Ashland mo 65010

Email: bksapp777@gmail.com

Year Current Residence in Ashland Began: _____

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Park and Recreation Board
- Planning and Zoning Commission

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

Education Background:

High School, Community College of the Air Force

Community Involvement:

Commander, American Legion

Are you related to Any Employee or Official of the City of Ashland? YES NO

If Yes, Name of Person: Jeff Sapp Relationship: Cousin

Signed:  Date: 1/8/2020

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: January 21, 2020

Re: City Hall Lease Renewal

EXECUTIVE SUMMARY: The City's lease for City Hall with Westhoff Rentals is set to expire on April 30, 2020. The new proposed lease would extend the lease through April 30, 2021 with an option to extend to October, 2022.

DISCUSSION: The current lease rate of \$2.00 per sf is a below market rate as the price was negotiated as part of a land sale that occurred in 2018 when the City purchased the lot where the current police facility is located along with the sale of 109 E. Broadway (City Hall) to Westhoff Rentals.

In checking with other real estate brokers, a market rate lease for comparable office space rental in Ashland ranges from \$9-\$16 per square foot. The proposed lease rate for the 2,600 s.f. space currently being rented for City Hall is \$2,200 per month, or approx. \$10/s.f.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$26,400 (twelve months).

Long Term Impact: \$39,600 (18 months)

SUGGESTED BOARD ACTION:

Staff recommends the Board of Aldermen approve the legislation for a new lease with Westhoff Rentals, LLC for use as City Hall through April 30, 2021 with an option to renew for six (6) additional months if needed.

COUNCIL BILL NO. 2020-001

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMERCIAL LEASE AGREEMENT WITH WESTHOFF RENTALS, LLC FOR 107 EAST BROADWAY

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a commercial lease agreement with Westhoff Rentals, LLC for 107 East Broadway. 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

\$ 0 Security Deposit Paid on N/A

COMMERCIAL LEASE AGREEMENT

This is a legally binding contract. If not understood, seek competent advice.

THIS COMMERCIAL LEASE AGREEMENT is entered into as of the date of the signature by the last party to sign between the lessor and lessee identified in paragraphs 1 and 2.

1. **LESSOR:** The lessor is Westhoff Rentals, LLC, P.O. Box 198, Ashland, MO 65010, referred to in this lease as "lessor."

2. **LESSEE:** The lessee is The City of Ashland

If more than one person signs as lessee, all are collectively referred to in this lease as "lessee " and all are jointly and severally liable under this lease.

3. **PREMISES, FURNISHINGS:** Lessor leases to lessee, in reliance on lessee's Rental Application, and lessee rents from lessor for the term of this lease, under the terms and conditions of this lease, the following-described premises, referred to in this lease as "the premises": 109 E Broadway, Ashland, Mo 65010

Lease also includes the following-listed furnishings and fixtures (if any): All furnishings belong to City of Ashland including the back-up generator.

4. **INSPECTION BY LESSEE:** Lessee agrees that lessee has inspected the premises and, except as otherwise noted on an attached inspection statement signed by lessee, that lessee finds the premises, furnishings and fixtures to be in good condition and accepts them in their present condition. Within 48 hours after lessee takes possession of the premises, lessee must notify lessor in writing of any defects or damages found; if lessee fails to do so, all defects and damages shall be conclusively presumed to have occurred after lessee took possession.

5. **TERM:** The term of this lease shall commence on the 1st day of May, 2020, and terminate at midnight on the 30th day of April, 2021.

6. **RENT AND PAYMENTS:** Rent to be paid by lessee for the premises is \$ 2,200.00 per month, subject to the following: (a) Rent is payable monthly in advance on or before the first day of each month, except that the first month's rent shall be paid at the time of signature of this lease. (b) Rent is payable at lessor's address stated in paragraph 1 unless lessor notifies lessee of a different address. (c) A late charge (deemed additional rent) of \$ 0 per day shall be due if rent is paid on or after the sixth day of the month. The late charge for a month shall be retroactive to the first day of the month and computed through the date of full rent payment for the month or the last day of the month, whichever is earlier. (d) Rent shall be pro-rated for any partial months included in the lease term. (e) Absent lessor's contrary agreement, payments by lessee shall be credited to first to delinquent and current charges owed by lessee other than late charges or rent, second to delinquent and current late charges, third to delinquent rent, and last to current rent, regardless of any notations to the contrary on lessee's check or other payment advice. (f) Lessee agrees that any check returned unpaid by a bank for any reason shall be deemed nonpayment and shall be subject to late charges, an administrative charge of \$ 35.00, and bank charges incurred by lessor, all of which shall be deemed additional rent. (g) Lessee agrees to pay all returned checks in the form of cash, cashier's check, money order, or check drawn on the Federal Reserve by a member bank. (h) Lessor will not accept a personal check from any lessee whose checks have been returned unpaid by a bank more than twice. (i) Nonpayment of any amount described in this lease as additional rent shall entitle lessor to pursue all available legal remedies for nonpayment of rent.

7. **SECURITY DEPOSIT:** Upon signing this lease and before being allowed to take possession of the premises, lessee shall deposit with lessor the amount of \$ 0, to be held by lessor as security for the performance of this lease by lessee. The security deposit may be commingled with other funds of lessor and shall bear no interest. *The security deposit is not a substitute for the last month's rent, and lessee agrees to make timely payment of the last month's rent.*

8. **UTILITIES:** Unless otherwise provided in a separate utility agreement, lessee shall pay for all utilities used for the premises during the term of this lease. If lessor pays any utility expenses payable by lessee, the amounts so paid by lessor shall be deemed additional rent and shall be promptly reimbursed to lessor upon request. Lessee agrees to maintain the temperature in the premises at a level sufficient to prevent water pipes from freezing in cold weather. Lessee agrees that lessor is not responsible for telephone or cable wiring or outlet connections inside or outside the premises.

9. **OPTION TO RENEW:** Lessee is granted the option to renew this lease for 6 renewal terms of 6 months. To exercise this option, lessee must have faithfully performed all terms and conditions of this lease and must give written notice of the exercise of the option to lessor not less than 60 days before the end of the term of this lease.

10. **ADJUSTMENT OF RENT:** Rent shall be increased annually on each anniversary date of the commencement of the initial term of this lease by a percentage to be determined as follows:

a. The measuring index shall be the Consumer Price Index for Kansas City, Missouri, "All Items" Index, published by the United States Department of Labor.

b. The percentage increase in the index shall be determined by comparing the index at the end of the most recently ended January-June or July-December measuring period with the index at the end of the same six-month measuring period the previous year.

c. If the Consumer Price Index ceases to be published, then the parties shall refer to a reasonably comparable index to compute rent increases based on increases in the cost of living.

The rent as so adjusted shall serve as the base rent for computation of the rent adjustment on the next anniversary date. If the index decreases during the applicable measuring period, the rent for the following year shall remain the same as for the previous year.

11. **USE OF PREMISES:** Lessee agrees to use the premises solely for the purpose of operating the business of City of Ashland Government and reasonably related purposes. Lessee also agrees to use the premises and all common areas in accordance with any Rules and Regulations promulgated by lessor. Lessee agrees that all common and outside areas provided for use with the

premises shall be kept free from lessee's property, trash or debris. Lessee agrees to use good judgment and thoughtfulness for others in the use of the premises. Lessee agrees not to commit, suffer, or permit any waste, litter or nuisance in, on, or near the premises. Any signs desired by lessee must be approved in advance in writing by lessor and shall comply with any applicable sign ordinance. Lessee agrees not to do or permit any act at or near the premises that may subject lessor to any legal liability or increase the likelihood of fire or injury to any other person or damage to any property. Lessee agrees that lessor reserves the right to control and regulate the use of all common areas.

12. TAXES, ASSESSMENTS AND CHARGES: Lessor will pay when due all real property taxes and assessments, if any, which may be levied or assessed by any lawful authority against the real estate in and on which the leased premises are located. Lessee agrees to pay taxes and assessments that may be levied against lessee's own property, business license fees, or any other charges that may be levied against lessee's property or business, and to hold lessor harmless with respect thereto.

13. RULES AND REGULATIONS: Any Rules and Regulations promulgated by lessor and provided to lessee are incorporated into this lease by reference and shall be deemed agreements on the part of lessee and conditions of this lease. Lessor reserves the right to adopt and/or change Rules and Regulations from time to time, and the newly adopted or changed Rules and Regulations shall be deemed incorporated into this lease and binding on lessee upon notice to lessee.

14. PARKING: Parking spaces at the premises are limited to 12 personal passenger vehicles of lessee and lessee's visitors/customers. Lessor reserves the right to control and regulate all parking. Lessee shall have no right to park any additional vehicles or store any vehicle, boat, or trailer or parts thereof without lessor's written consent. Vehicles shall be parked in designated parking spaces/areas only. Lessee shall not repair or maintain vehicles on the premises. Vehicles which emit loud noises, either mechanical or musical, or which leak oil or other fluids, are not allowed. Lessee grants to lessor the undisputed right to have towed from the premises all unauthorized vehicles, illegally or improperly parked vehicles, and any vehicle which does not have a current license, is uninsured, has flat tires, is on jacks or blocks, has wheel(s) missing, is inoperable or otherwise fails to comply with this paragraph. Lessee further agrees that any vehicle owned or leased by lessee which remains at the premises after termination of this lease may be removed by lessor. Lessee waives and releases all claims against lessor for damages and costs resulting from any removal of a vehicle or other property under this paragraph and agrees to reimburse lessor for the expenses of removal if paid by lessor, with removal expenses being deemed additional rent.

15. PROHIBITED CONDUCT: Lessee and lessee's agents and visitors shall not behave in a loud or obnoxious manner, play any musical instrument, operate any electrical or mechanical device, work with power tools, allow loud music, noises, or voices, make threats of violence, or engage in any other objectionable behavior which in any way annoys, molests, disturbs the peace of or interferes with lessor, other tenants of lessor, and/or neighbors of the premises. Lessee agrees to comply with all applicable municipal and county ordinances and state laws. Violation of this paragraph shall be grounds for terminating occupancy rights or terminating this lease.

16. ANTI-CRIME CONDITIONS: For the purposes of this paragraph, the word "lessee" includes the lessee, all co-lessees, all other persons occupying the premises, and all other persons who visit or frequent the premises and/or common areas at lessee's invitation or with lessee's consent. In consideration of the execution or renewal of this lease, lessee agrees that any single violation of the conduct prohibitions contained in this paragraph shall be sufficient cause to terminate occupancy rights or terminate this lease whether the violation occurs on, near or at any distance from the premises. The conduct prohibited by this paragraph is as follows: (a) Lessee shall comply with all federal, state and local laws and regulations, and lessee shall not engage in criminal activity, including drug-related criminal activity, with "drug-related criminal activity" being defined as the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Sec. 802]); (b) lessee shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity; (c) lessee shall not permit the premises or common areas to be used for, or to facilitate, criminal activity, including drug-related criminal activity; (d) lessee shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in Sections 195.202 - 195.218 RSMo. at any location; and (e) lessee shall not engage in any illegal activity, including prostitution as defined by Sec. 567.020 RSMo., any criminal street gang activity as defined by Sec. 562.035 RSMo., harassment as prohibited by Sec. 565.090 RSMo., any crimes against persons as prohibited in Chapter 565 RSMo., including but not limited to unlawful discharge or unauthorized possession of firearms as prohibited by Sec. 571.030 RSMo., or any breach of this lease which otherwise jeopardizes the health, safety and welfare of lessor, lessor's agents, or other lessees, or involving imminent or actual serious property damage as prohibited in Sections 569.100 and 569.120 RSMo. Proof of violations under this paragraph shall not require a criminal conviction but shall be by a preponderance of the evidence.

17. PREMISES CARE AND REPAIRS: Lessee agrees to keep the premises, fixtures and furnishings in at least as good order, condition and repair as when first occupied by lessee; to keep the premises clean and free from debris, trash, and filth; to not do anything to create a danger of fire or cause an increase in insurance rates or a cancellation of insurance; and, upon the expiration or termination of this lease, to surrender possession of the premises, fixtures and furnishings in as good order, condition and repair as when received, fair wear and tear excepted. Lessee agrees to be responsible, when leaving the premises at any time, for closing and locking all windows and doors, shutting off all water faucets, and turning off all electrical appliances not in use. Lessee shall be responsible for maintenance and repair of the interior of the premises and door and window glass. Lessor shall be responsible for maintenance and repair of the roof, exterior and common areas except as to damage thereto caused by the intentional act or negligence of lessee or lessee's agents or visitors and except for damage thereto caused by break-ins, burglaries, vandalism, or otherwise, which shall be lessee's responsibility. Prompt payment of rent shall not abate during repair required to be made by lessor, and lessor shall not be liable to lessee for the cost of substitute accommodations or other expenses. If lessor makes repairs for which lessee is responsible, lessee agrees to reimburse lessor therefor within 30 days after receiving an invoice detailing repairs and costs. Lessee shall keep the premises free from pests, rodents and other nuisances.

18. ALTERATIONS AND IMPROVEMENTS: Unless lessor gives written consent, lessee shall make no alterations of or improvements to the premises, including but not limited to painting, carpeting, wallpapering, installation of permanent shelving or flooring, making electrical changes, and/or re-keying or adding locks. Lessee shall not drive nails or screws into any wood surfaces. Adhesive stickers or adhesive paper shall not be applied to any surface. For hanging pictures and other wall decorations, lessee shall use only picture-hanging nails, tacks, pins or small screws. Lessee agrees that any alterations and improvements attached to the premises by lessee shall, at lessor's option, either become lessor's property and be left in place, or shall be removed and the premises restored to their condition as at the commencement of this lease at lessee's expense.

19. MECHANIC'S LIENS: Lessee agrees that it will pay for all labor, equipment, materials and supplies furnished to it in making any permitted non-structural changes to the leased premises before any mechanic's lien attaches to the premises and will indemnify and hold lessor harmless from any loss or damage sustained by reason of any mechanic's liens filed against the premises. Nothing herein shall authorize lessee or any person dealing with through or under lessee to charge said land or the interest of lessor in the premises, or in this lease, with any mechanic's lien or any other lien or encumbrance of any kind whatsoever, and on the contrary, all persons dealing with, through or under lessee shall be deemed to release and waive all claims against lessor and lessor's property; and the right and power of lessee by any act or omission of lessee to charge any lien or encumbrance of any kind against lessor or lessor's property is hereby expressly denied.

20. HAZARDOUS MATERIALS: Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the premises by lessee, its agents, employees, contractors, or invitees, except for such hazardous material as is necessary or useful to lessee's business. Any hazardous material permitted on the premises and all containers therefor shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such hazardous material. Lessee shall not discharge, leak, or emit or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground or sewer system if such material (as determined by any governmental authority) does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the premises or elsewhere, or the condition, use or enjoyment of the building or the real property upon which it is situated. As used herein the term "hazardous material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time-to-time, and regulations promulgated thereunder.
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time-to-time, and regulations promulgated thereunder.
- c. Any oil, petroleum products and their by-products.
- d. Any substance which is or becomes regulated by any federal, state or local governmental authority.

Lessee shall be fully liable for all costs and expenses related to the use, storage and disposal of hazardous material kept on the premises by lessee, and lessee shall give immediate notice to lessor of any violation or potential violation of this paragraph. Lessee shall defend, indemnify and hold harmless lessor and lessor's agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation attorneys' and consultant fees, court costs and litigation expenses) of whatever kind of nature, known or unknown, contingent or otherwise, arising out of in any way related to:

- a. The presence, disposal, or release or threatened release of any such hazardous material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals or otherwise.
- b. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials.
- c. Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous material; or
- d. Any violation of any laws applicable thereto.

The provisions of this paragraph shall be in addition to any other obligations and liabilities lessee may have to lessor at law or in equity and shall survive the transactions contemplate herein and shall survive the termination of this lease.

21. FIRE OR CASUALTY: In the event the premises become totally untenable as a result of fire, water or other casualty without fault of lessee, lessee may terminate the lease, at lessee's option, if lessor does not put the premises in good repair within 60 days after lessor is notified of the damage. Lessor shall have the option of terminating the lease by giving written notice to the lessee within 10 days after being notified of damage or casualty loss rendering the premises totally untenable. Lessor shall not be liable for the cost of alternate space during the time the premises are totally untenable, but rent shall abate during such period; however, if the premises become untenable because of fire or other damage caused by the negligence or intentional act of lessee or lessee's co-residents, visitors or agents, rent shall continue and not be abated. Partial untenability of the premises shall not be cause for lessee to terminate this lease if lessor puts the premises in good repair within 30 days after lessor is notified of the condition, but rent shall abate in proportion to the untenable area until repairs are completed.

22. QUIET POSSESSION: Subject to the provisions of the following two paragraphs, lessor will put lessee in possession of the premises on the first day of the term of this lease and will permit lessee to quietly and peaceably hold, occupy and enjoy the premises during the term of this lease without interference by lessor, on condition that lessee observes and performs lessee's covenants and agreements set out in this lease.

23. SUBORDINATION OF LEASE: This lease is subordinate and subject to: (a) All recorded encumbrances, restrictions, easements, party wall agreements, condominium agreements and other instruments; (b) applicable federal, state and local laws, including zoning, subdivision and housing ordinances; (c) leases and tenancies, including holdover by prior lessees or persons in possession who refuse or fail to vacate; and (d) delay caused by construction, renovation, or remodeling which prevents lessee from taking possession. Lessor's failure to timely deliver possession of the premises shall not subject lessor to liability for damages, and lessor's total failure to deliver possession shall not subject lessor to liability beyond the return of any security deposit paid by lessee. If the owner of the premises refinances the property, lessee agrees to sign any subordination agreement requested by the lender.

24. ENTRY BY LESSOR: Lessor and lessor's agents shall have the right, at all reasonable times, to enter the premises to: (a) inspect for damage; (b) determine whether lessee is in violation of this lease; (c) remedy any lease violations known by lessor; (d) remove unauthorized items prohibited by this lease or the Rules and Regulations; (e) remove perishable foodstuffs kept on the premises if electricity has been turned off; (f) retrieve property owned by lessor or former lessees; (g) make necessary repairs, whether or not requested by lessee; (h) protect persons and property in case of an emergency; (i) show the premises to government inspectors, fire marshals, lenders, appraisers, contractors and insurance agents; (j) allow access by law enforcement personnel executing an arrest or search warrant or in hot pursuit; (k) show the premises to prospective buyers; (l) show the premises to prospective lessees during the 90 days before expiration of this lease; (m) deliver or post notices to lessee; and (n) collect rent. Lessor reserves the right to display a "for sale" sign on the premises at all times and to display a "for rent" sign during the 90 days before expiration of this lease. Lessee's failure to allow entry under this paragraph shall be sufficient cause to terminate this lease; alternatively, lessee shall be liable for liquidated damages of \$200 for each failure to allow entry, which shall be deemed additional rent. If entry is made in lessee's absence and without prior notice, lessor or lessor's agent will leave written notice of entry in a conspicuous place.

25. LIABILITY AND INSURANCE: Lessor shall not be liable to lessee or lessee's employees, customers or visitors or anyone claiming through lessee for any injury or damage to them or their property from any cause whatsoever, except lessor's gross and willful negligence or intentional act. Lessee agrees to indemnify and hold lessor harmless from all claims or damages arising as the result of lessee's failure to comply with any requirements imposed by any governmental authority, failure to fulfill any of the terms or conditions of this lease, negligence, or intentional act. Lessee understands that lessor's insurance does not cover lessee's property or lessee's liability for third-party claims against lessee, but rather only covers the building, lessor's property in the building, and lessor's liability. Lessee shall obtain liability and casualty insurance providing coverage to both lessor and lessee in the minimum amount of \$2,000,000 for loss of life, bodily and emotional injuries, property damage and other claims, and lessee shall provide a current copy of said insurance policy to lessor upon issuance and whenever changed and shall provide lessor with evidence that the policy is in effect whenever requested by lessor.

26. LIABILITY FOR LESSEE'S OPERATIONS: Lessor and lessee both acknowledge: That they are separate entities; that neither of them exercises nor has the right to exercise any control over the operations of the other; that their relationship as set out in this lease is solely that of landlord and tenant, and not that of principal and agent, partners, joint venturers, nor any other kind of relationship other than landlord and tenant; and that neither shall be responsible for any liability for loss of life, bodily and emotional injuries, property damage or other claims arising out of the operations of the other. With respect to the leased premises and lessee's separate operations, lessee agrees to indemnify and hold lessor harmless from any loss or damage resulting from any claims, actions, causes of action or suits filed or asserted in connection with loss of life, bodily and emotional injuries or property damage arising out of any occurrence in or upon the leased premises or otherwise arising out of lessee's operations occasioned entirely or in part by any act or omission of lessee or lessee's agents, contractors, employees, servants, invitees or licensees, and such indemnification shall include all costs and expenses incurred by lessor in connection with defending against such claims, including reasonable attorney's fees and expenses.

27. SECURITY NOT PROVIDED: Lessee agrees that lessor is not required by this lease to provide security guards or patrols, security lighting, security gates or fences or any other form of security and that lessor shall not be liable to lessee or lessee's employees or visitors for injury to persons or damage to property caused by other persons, including but not limited to theft, burglary, assault, vandalism, or other crimes. Lessee acknowledges that neither lessor nor lessor's agents have made any representations, written or oral, concerning the safety of the premises or the effectiveness or operability of any security devices or security measures. Lessee agrees that neither lessor nor lessor's agents warrant or guarantee the safety or security of lessee or lessee's employees or visitors against the criminal or wrongful acts of third parties. Each lessee, employee and visitor is responsible for protecting his or her own person and property. Lessee agrees that lessor does not have the obligation to investigate the background of any lessee, agent, or employee.

28. NOTICES: Lessee agrees that any notice given by lessor relating to this lease may be given by any one or more of the following methods, each of which shall be equally sufficient: (a) by personal delivery of the notice to any one or more of the persons signing this lease as lessee or any person residing in the premises who is at least 16 years old; (b) by posting the notice on the main entrance door of the premises; or (c) by mailing the notice to lessee at lessee's last-known address by certified mail, return receipt requested. Notices which are personally delivered or posted shall be deemed given on the date of delivery or posting; notices which are mailed shall be deemed given on the next mail delivery date after the date of mailing, whether or not the return receipt is signed and returned. Any notice given as stated in this paragraph shall be binding on all lessees under this lease and all other persons occupying the premises with lessee's permission.

29. VIOLATION OF LEASE: All obligations undertaken by lessee in this lease shall be considered covenants by lessee and conditions of this lease. Any violation of this lease by lessee shall entitle lessor to pursue all legal remedies available under Missouri law and this lease. Lessee agrees that any violation of this lease by lessee's co-lessees, family, occupants, guests or agents shall be considered a violation by lessee and that lessee shall be liable for such violation as though it had been committed by lessee. The following additional provisions apply to lease violations:

a. Lessor shall have the option of terminating this lease for cause upon any violation of this lease, including lessee's obligation to pay rent. To exercise this option, lessor shall give written notice to lessee briefly describing the violation(s) and terminating this lease 10 days after lessee's receipt of the notice, and lessee waives all other common law or statutory notices. Lessee agrees to surrender possession of the premises to landlord not later than the 10th day after receipt of the notice. If lessee fails to surrender possession, lessor may sue lessee for unlawful detainer. If the lease is terminated under this paragraph, lessee will be liable for all accrued and unpaid rent, late charges, and other amounts owed under this lease, as well as for double damages for the period lessee retains possession after the termination date.

b. Upon lessee's violation of this lease, including lessee's obligation to pay rent, lessor shall have the option of continuing this lease in effect but making demand upon lessee to surrender possession of the premises to lessor. In this case: (a) Lessee's obligation to pay rent for the full term shall not be terminated, but lessee shall be entitled to credit for any rent thereafter received by lessor upon re-renting the premises during the balance of the term of this lease, less all expenses incurred in connection with re-renting; and (b) unless lessor otherwise notifies lessee in writing, any repossession of the premises by lessor shall not be deemed an acceptance of a surrender of the lease by lessee or a termination of lessee's obligations under the lease, but shall instead be deemed a repossession for the purpose of reducing the damages of both lessor and lessee by permitting the re-renting of the premises and for the purpose of securing and cleaning up the premises.

c. If lessee abandons the premises, lessor shall have the option of remaining out of possession of the premises and declaring immediately due and payable and collecting from lessee the rent then remaining to be paid for the balance of the term of this lease as well as other amounts owed by lessee under this lease.

d. Upon execution of a court judgment for possession of the premises, lessor shall be entitled to remove lessee's property from the premises, and lessee agrees that lessee shall be liable to lessor for all costs of removal and that such costs may be taxed as additional court costs upon application by lessor to the court.

30. LAWSUITS: Lessee consents to venue in Boone County, Missouri, in any lawsuit arising out of or related to this lease and/or lessee's use or occupancy of the premises, including but not limited to suits for unlawful detainer, rent-and-possession, breach of contract, expedited eviction, and/or any claim of injury or damage asserted by lessor or lessee. Both lessor and lessee waive trial by jury in any such lawsuit. Each lessee shall be considered the agent of all lessees under this lease for service of process.

31. ENFORCEMENT EXPENSES: Lessee agrees that if lessor utilizes the services of an attorney and/or collection agency to enforce any of the provisions of this lease, or to recover possession of the premises, or in connection with any lawsuit described in the paragraph above headed "Lawsuits," or in connection with any administrative proceeding arising out of or related to this lease and/or lessee's use and occupancy of the premises, lessee shall be liable to lessor for all of lessor's expenses connected therewith, including but not limited to reasonable attorney fees, litigation expenses, court costs and collection agency fees, all of which shall be deemed additional rent.

32. EXPIRATION OF LEASE: Absent lessor's execution of a new lease with lessee or the parties' written agreement to renew or extend this lease, this lease shall expire on the termination date stated in paragraph 5, and lessee shall vacate the premises on or before the termination date. If lessee retains possession of the premises beyond the termination date and lessor thereafter accepts rent for any period after the termination date, this lease shall continue on the same terms and conditions, but the term shall be 12 months. Lessee must provide Lessor a 90(Ninety) day notice during this 12 (Twelve) month period to vacate the premises.

33. ABANDONMENT: Any personal property left in or upon the premises by lessee after lessee vacates or abandons the premises shall be deemed abandoned; further, pursuant to Sec. 441.065 RSMo., lessee's absence from the premises and nonpayment of rent for 30 consecutive days shall conclusively establish abandonment upon lessor's compliance with the procedures contained in said statute. Any such abandoned property may be disposed of by lessor without liability to lessee. Lessee shall be liable to lessor for the cost of removing and disposing of abandoned property together with related enforcement expenses mentioned in the paragraph above headed "Enforcement Expenses."

34. SALE OF PREMISES: If the premises are sold or conveyed, this lease shall be deemed to be assigned to the grantee, and all rights and remedies available to lessor under this lease and Missouri law shall inure to the grantee as assignee lessor.

35. APPLICATION AND DISCLOSURE RIGHTS: Lessee represents that all statements in the Rental Application submitted by lessee before entering into this lease are true, correct and complete, and lessee agrees that a breach of this representation shall be sufficient cause to terminate this lease. Lessee agrees that lessor may provide information about lessee for law enforcement, government or business purposes (including providing rental history information to any prospective new lessor).

36. NO ASSIGNMENT OR SUBLETTING BY LESSEE: Lessee shall not have the right to transfer or assign this lease, nor sublease all or part of the premises, without the written consent of lessor. If such consent is granted, lessee shall not be released from the obligations of this lease unless lessor agrees to release in writing.

37. MISCELLANEOUS PROVISIONS: (a) No waiver by lessor of lessee's violation of this lease shall constitute a waiver of any subsequent violation or authorize a violation at any future time, nor shall any delay by lessor in enforcement of the provisions of the lease preclude later enforcement thereof. (b) If any part or parts of this lease are held unenforceable for any reason, the remainder of this lease shall continue in full force and effect. (c) This lease, together with the Rental Application submitted by lessee and any Rules and Regulations promulgated by lessor, contains the entire agreement between the parties and supersedes all prior agreements of the parties, written or oral. Except for the provision allowing promulgation and amendment of Rules and Regulations, no modification of this lease shall be binding unless evidenced by an agreement in writing signed by lessor and lessee. (d) This lease shall be governed by the laws of the United States, the State of Missouri, and the county and municipality where the premises are located. (e) This lease is binding upon and inures to the benefit of lessor and lessee and their heirs, personal representatives, successors and assigns, subject to the foregoing restrictions on assignment and subletting by lessee. (f) Time is of the essence of this lease. (i) Multiple copies of this lease are to be signed, at least one for lessor and at least one for lessee. Any existing Rules and Regulations are to be attached to this lease.

HAVING READ AND FULLY UNDERSTOOD THIS LEASE, the parties have signed this lease on the date(s) set forth opposite their respective signatures.

LESSOR: Westhoff Rentals, LLC, PO Box 198, Ashland, Mo

LESSEE: City of Ashland

Date Signed Signature of authorized representative

Date Signed Signature of lessee or authorized representative

Date Signed Signature of lessee or authorized representative

LEASE GUARANTEE: To induce the above-named lessor to enter into the foregoing lease, the undersigned guarantor(s) hereby guarantee to lessor (and lessor's heirs, successors and assigns) the payment by the above-named lessee of all rents and other charges provided for in said lease (and any extension or renewal thereof) and the performance by said lessee of all other terms, conditions and covenants of said lease (and any extension and renewal thereof). The undersigned further agrees: (a) Liability on this guarantee shall be primary and not secondary, and lessor shall be entitled to enforce this guarantee directly against the undersigned without first pursuing enforcement against lessee; (b) notice of defaults is waived; (c) consent is given to all extensions of time that lessor may grant; (d) consent is given to venue in the Circuit Court of Boone County, Missouri for any lawsuit to enforce this guarantee; and (e) trial by jury is waived.

Date Signed Signature of guarantor

Date Signed Signature of guarantor



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: January 21, 2020

Re: Amendment to Section 19.1230 Fireworks and Use of

EXECUTIVE SUMMARY: Section 19.123 of the City Code addresses the discharge of fireworks within the city which are not permitted under Paragraph A of this section. Paragraph B outlines an exception for special fireworks displays which can be authorized by the Mayor. This proposed amendment recommends changes to these exceptions as described below.

DISCUSSION: As proposed, the authority for the Mayor to grant exceptions would be removed and granted to the Board of Aldermen. However, applications for permits would only be accepted for **special one day commercial fireworks displays**. An application form for a commercial display shall be completed and submitted to the City Clerk no later than thirty (30) days prior to July 4th each year. All applications received will be included as an agenda item at a regularly scheduled Board of Aldermen meeting for consideration.

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 amending Section 19.1230 (B) of the City Code.

COUNCIL BILL NO. 2020-002

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 19 OF THE CITY CODE SECTION 19.1230,
PERTAINING TO FIREWORKS AND USE OF

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

SECTION 1. Section 19.1230 of Chapter 19, of the Ashland City Code is hereby amended as follows:

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

SECTION 19.1230: Fireworks and Use of

A. Discharging. Every person who shall fire, discharge, burn, explode or set off any firecracker, torpedo, bomb, rocket, pinwheel, fire balloon, roman candles or any other firecrackers or fireworks within the city shall be deemed guilty of a misdemeanor, except as provided in paragraph (B) of this section.

B. Exceptions to provisions of paragraph (A):

1. Permits for special fireworks displays. The ~~Mayor-Board of Aldermen~~ is hereby authorized to issue permits for special one day fireworks displays only for commercial displays to be held at such places as, in the opinion of the ~~Mayor-Board of Aldermen-~~, shall provide maximum safety for all persons concerned, and under direct supervision and control of such persons as the provisions of paragraph (a) of this section shall not apply to such authorized events for which such permits have been issued. An application form for a commercial display shall be completed and submitted to the City Clerk no later than thirty (30) days prior to July 4th each year. All applications received will be included as an agenda item at regularly scheduled Board of Aldermen meeting for consideration.

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

MEMORANDUM

DATE: January 15, 2020

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of the Southwoods Commercial Park Plat 5, for Jason Watts, on Parcel ID # 24-508-00-16-004.00 contingent upon public access to sewer approved by the City's engineer representative, to the City of Ashland Board of Aldermen.

Carrie Fischer
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL PLAT FOR SOUTHWOODS COMMERCIAL PARK PLAT 5 _____

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the Southwoods Commercial Park Plat 5 at their meeting on January 14, 2020; and

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

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

Section 1. The final plat of Southwoods Commercial Park Plat 5, meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

A tract of land in the northeast ¼ of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri. Said tract of land being lot 4 of Southwoods Commercial Park, Plat No. 1 recorded in Plat Book 37, Page 49 of the Boone County, Missouri records. Said tract of land is that land described in the Warranty Deed recorded in Book 4570, Page 9 of the Boone County, Missouri records.

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

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

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

Dated this _____ day of _____, 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: January 21, 2020

Re: Improvements to West Red Tail Drive

EXECUTIVE SUMMARY: On April 2, 2019, Council Bill 2019-018, an ordinance authorizing the Mayor to enter into a cooperative agreement with Southern Boone School District for improvements to West Red Tail Drive was considered. The Mayor stated that we did not have the funds in the upcoming budget year and asked that it be voted down, which it was. On the same agenda, the Board approved a Resolution authorizing the Mayor to negotiate a cooperative agreement with the School District which passed unanimously.

DISCUSSION: The work on West Red Tail Drive has been completed and the City recently received its portion of the cost for the work (\$65,079.22). There are currently sufficient funds in the Street Repairs, Supplies & Maintenance fund line from which to pay this invoice.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$65,079.22

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Staff recommends the Board of Aldermen approve the payment to Southern Boone School District for its share of the improvements to West Red Tail Drive,

COUNCIL BILL NO. 2020-004

ORDINANCE NO.

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH SOUTHERN
BOONE SCHOOL DISTRICT TO PAY FOR IMPROVEMENTS TO WEST RED TAIL
DRIVE

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

Section 1. The Board of Aldermen hereby approves a Cooperative agreement with Southern Boone School District to split the cost of the West Red Tail Improvements. The form and content of the agreement shall be substantially as set forth in the document attached to and made 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

AGREEMENT

This agreement is entered into on this _____ day of _____, 2020 between the City of Ashland, Missouri ("City") and the Southern Boone School District ("School District"). The parties agree as follows:

1. The Southern Boone School District bid out the West Red Tail Drive improvements and the apparent low bidder was Emery Sapp and Sons for \$130,158.45. The improvements have been completed.
2. The City agrees to reimburse the Southern Boone School District 50% (\$65, 079.22) of the cost of these improvements. The City will reimburse the school upon receipt of the invoice.

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

CITY OF ASHLAND, MISSOURI

SOUTHERN BOONE SCHOOL DISTRICT

By: _____

By: _____

Attest:

Attest:

Darla Sapp, City Clerk

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH SOUTHERN
BOONE SCHOOL DISTRICT TO PAY FOR IMPROVEMENTS TO WEST RED TAIL
DRIVE

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

Section 1. The Board of Aldermen hereby approves a Cooperative agreement with Southern Boone School District to split the cost of the West Red Tail Improvements. The form and content of the agreement shall be substantially as set forth in the document attached to and made 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

AGREEMENT

This agreement is entered into on this _____ day of _____, 2020 between the City of Ashland, Missouri ("City") and the Southern Boone School District ("School District"). The parties agree as follows:

1. The Southern Boone School District bid out the West Red Tail Drive improvements and the apparent low bidder was Emery Sapp and Sons for \$130,158.45. The improvements have been completed.
2. The City agrees to reimburse the Southern Boone School District 50% (\$65, 079.22) of the cost of these improvements. The City will reimburse the school upon receipt of the invoice.

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

CITY OF ASHLAND, MISSOURI

SOUTHERN BOONE SCHOOL DISTRICT

By: _____

By: _____

Attest:

Attest:

Darla Sapp, City Clerk



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine 

Board Meeting Date: January 21, 2020

Re: Sarah Drive Bridge

EXECUTIVE SUMMARY: At the Board of Aldermen's January 7, 2020 meeting, the consensus was made to close Sarah Drive Bridge due to its deteriorating condition and unknown construction design.

DISCUSSION: Sufficient funds are available in this year's Street Repairs, Supplies and Maintenance fund line to replace Sarah Dr. Bridge. Should the Board of Aldermen approve, the City will contract with Allstate Consultants for engineered drawing and bid specifications at a cost of \$28,500, and then solicit formal bid proposals for the replacement of the Sarah Drive Bridge with a precast box culvert as recommended by Allstate Consultants. The project estimate for the bridge replacement provided by Allstate was \$85,195.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$113,695

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends that the Board pass a motion directing the City Administrator to contract with Allstate Consultants for engineered drawing and bid specifications for the replacement of Sarah Dr. Bridge, and to advertise and obtain bids for the replacement of Sarah Drive Bridge for Board approval.

1-21-2020

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH ALLSTATE CONSULTANTS FOR THE
SARAH DRIVE BRIDGE REPLACEMENT

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

The Board of Aldermen authorizes the Mayor to enter into an agreement with Allstate Consultants for engineering services for the Sarah Drive Bridge Replacement.

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

Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

January 16, 2020

Tony St. Romaine
City Administrator
City of Ashland, Missouri
109 E. Broadway, P.O. Box 135
Ashland, MO 65010

Re: Sara Drive Bridge Replacement

Dear Mr. St. Romaine,

Allstate Consultants LLC is pleased to provide you this proposal for civil engineering services. We understand that the city wishes to model and prepare construction plans for replacement of the Sara Drive bridge. The detailed scope below is based on the preliminary engineering report's recommendation of replacing the Sara Drive bridge with a precast box culvert utilizing local funds. Therefore, we understand the scope of services to include:

- Schematic Design
 - Geotechnical Analysis and Report
 - Desktop Data Collection
 - Topographic Survey
 - Hydrologic Model
 - Hydraulic Model
 - Box Culvert Location and Design
 - Design Memo
- Precast Box Culvert Construction Documents
 - Construction Plans
 - Construction Specifications
 - Nationwide 404 Permit Application
 - Bid Documents
 - Advertisement and Bidding of Project

The schematic design phase will include analysis of backwater impacts to residential homes upstream that appear to be in the floodplain. This analysis will include several box culvert sections as well as alternate structures (non-precast). A risk and alternates analysis will be performed and presented in the design memo with cost considerations for the city. If an alternate structure is selected, contract revision(s) or an addendum to accommodate the additional structural design will be discussed.

This estimate does not include the following (if any of these items are required, a separate estimate can be provide):

- Traffic Control Plans
- Retaining Wall Design
- Construction Stake Out/Inspection/Testing
- MDNR Water Quality Certification (401 Certification)
- Structural Design for Precast Box Culvert Alternates

We can provide the above listed scope of services for an estimated fee of Twenty-Eight Thousand Five Hundred Dollars (\$28,500).

Thank you for the opportunity to provide this proposal. Please don't hesitate to contact us with any questions.

Sincerely,

Allstate Consultants LLC

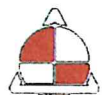


Chad Sayre, PE

Accepted By

Name

Date



ALLSTATE
CONSULTANTS



THE CITY OF ASHLAND, MISSOURI

To: Board of Aldermen

From: Tony St Romaine, City Administrator

Subj: Report for January 21, 2020 Meeting

Date: January 15, 2020

In addition to the attached spreadsheet which shows (in bold) items which have been acted upon since the last Board meeting, there is one item that I would like to obtain Board input as to direction moving forward:

Economic Development Strategy: In August, 2019, I had several conversations with key stakeholders in the community about the need for a part-time employee to coordinate economic development efforts in the City. As a result, I have met with Vicki Kemna and Bill Lloyd to discuss how this might be possible. The decision we reached was that the position would be funded with contributions from the Ashland Chamber of Commerce, the Southern Boone Economic Development Committee (SBEDC) and the City of Ashland. The part-time position would be hired as a City of Ashland employee.

The proposal that would be for each organization to contribute \$10,000 annually to fund the position. The City would then match the total amount (\$20,000) for a total of \$40,000. Office space would currently be an issue until the new City Hall is built; however, it is hoped that we could find suitable (shared) space that would be donated by a local business.

Should the Board agree with this proposal, I will seek formal agreements with both organizations, and will plan to include the City's portion (\$20,000) in the upcoming proposed budget.

Recycling: At the last Board meeting, the Board of Aldermen requested that action be taken based on prior Board approval that a new recycling lot be established on West Red Tail Dr. adjacent to the Water Department facilities to replace the existing area behind City Hall. I wanted to take this opportunity to inform you that I have been researching the possibility along with ascertaining citizen interest of having Republic provide curbside recycling on a City-wide basis. As of 1/16/20, 186 residents had responded to a poll I created on the City's Facebook page asking if they would be in favor of mandatory curbside recycling if the fee were less than \$5/month. 143 were in favor and 40 were opposed. If acceptable to the Board, I would like to postpone the construction of the new recycling lot and continue discussion with Republic for curbside recycling and bring a proposal to the Board for consideration.

109 E. BROADWAY ~ P.O. BOX 135 ASHLAND, MO 65010 (573) 657-2091

WWW.ASHLANDMO.US

Public Works Report

Ashland City Council Meeting

1/21/2020

Completed Projects

- Hunters Bend gravel improvements
 - APW completed grading and gravel placement along road to alleviate rough conditions and potholes
 - Approximately 43 tons of gravel material placed on roadway
- Main St Sidewalk Project
 - Project is complete, pending landscaping in spring
 - Final acceptance paperwork should be coming soon

In Progress Projects

- Subdivision Acceptance Inspections
 - APW currently conducting inspections in Liberty Landing (Plats 5-7)
 - Will conduct inspections at South Wind (Plat 4) next, followed by Cartwright Industrial and Technology Park (Phase 3).
- Pothole repairs
 - APW currently filling potholes throughout town with cold patch asphalt
 - Anticipate using 7-8 tons of material to fill all needed areas
- Winter Street Maintenance
 - APW currently treating streets and plowing snow as needed

Upcoming Projects

- Sarah Dr bridge repairs
 - Professional Engineering Report from Allstate Consultants was received and reviewed by city staff
 - Money is available to complete project at estimated cost of \$86,000
 - Upon board approval, APW will begin bid process for project
- Park Improvements
 - APW currently working with Mid-MO Regional Planning Commission to apply for grant funding for various park improvements
 - Planning to apply for multiple grants to address Stormwater issues, trail improvements, and ballfield improvements