



**CITY OF ASHLAND  
815 EAST BROADWAY  
(SOUTHERN BOONE FIRE DISTRICT TRAINING FACILITY)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, FEBRUARY 04, 2020  
7:00 P.M.**

**WORK SESSION @ 6:00 P.M.-PROPOSED 2021 BUDGET ON GENERAL, COURT,  
PARK AND STREET FUNDS & CAPITAL IMPROVEMENT PLAN**

Call regular meeting to order

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 2-04-2020 agenda: **Action:** \_\_\_\_\_
2. Consideration of the 1-21-2020 meeting minutes: **Action:** \_\_\_\_\_

**PROCLAMATION**

3. None

**PUBLIC COMMENTS**

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

**APPOINTMENTS**

6. Pamela Dees and David Mars-reappointment to Parks and Recreation Board

**COUNCIL BILLS**

7. Council Bill No. 2020-005, an ordinance to amend Chapter 2 of the City Code, Section 2.103 pertaining to purchasing. First reading by title only. **Action:** \_\_\_\_\_
8. Council Bill No. 2020-006, an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. First reading by title only. **Action:** \_\_\_\_\_

9. Council Bill No. 2020-007, an ordinance of the City of Ashland authorizing the Mayor to enter into a contract for banking services with Central Bank of Boone County. **Action:** \_\_\_\_\_

### **ORDINANCES**

10. Ordinance No. 1282, an ordinance authorizing the Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 109 East Broadway. **Action:** \_\_\_\_\_
11. Ordinance No. 1283, an ordinance to amend Chapter 19 of the City Code Section 19.1230 pertaining to fireworks and use of. **Action:** \_\_\_\_\_
12. Ordinance No. 1284, an ordinance approving the re-plat of Southwoods Commercial Park Plat 5. **Action:** \_\_\_\_\_

### **RESOLUTIONS**

13. A Resolution approving Change Order No. 5 for McClanahan Construction, Co., Inc for the Wastewater Treatment Facility. **Action:** \_\_\_\_\_

### **OTHER**

14. Postpone the directive on construction of the new recycle lot
15. Vote to reopen tennis courts
16. Exception from distance requirement from a church or school for a liquor license for Pizza Haus- State Statute 311.080

### **DISCUSSION**

17. None

### **REPORTS**

18. Mayor's Report
19. City Administrator's Report
20. Police Chief's 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: 1-31-2020@ 1:42-55

City Hall and website: [www.ashlandmo.us](http://www.ashlandmo.us)

TUESDAY, JANUARY 21, 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 21, 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, James Creel, Public Works Supervisor and Tony St. Romaine, City Administrator.

Mayor Rhorer presented the agenda of January 21, 2020 for consideration with the amendment of removing Ernie Wren under appearances, Correcting Council Bill No 2020-001 to read 109 East Broadway instead of 107 East Broadway and correcting Council Bill No. 2020-002, to read Southwoods Commercial Park Plat No. 5 instead of Cobblestone Court. Alderman Bronson made motion and seconded by Alderman Sullivan to approve the agenda as amended. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of January 07, 2020 Board meeting for consideration. Alderman Bronson made motion and seconded by Alderman Sapp to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented a Proclamation to Officer George Roberson of the Ashland Police Department for being fired upon in the line of duty. Chief Woolford also spoke on this incident.

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. Shawn Middendorf from Alliance Water Resource introduced Derek McCubbin as our local manager. Derek McCubbin gave a brief overview of his experience.

Mayor Rhorer presented an appointment of Jay Berendzen 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-nay, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented Brian Sapp to serve on the Parks and Recreation Board. Alderman Bronson made motion and seconded by Alderman Clay to appoint Brian Sapp to serve on the Parks and Recreation Board. Alderman Sapp reported Brian Sapp is the Commander of the American Legion and has a meeting tonight and would not be able to attend this meeting. Mayor Rhorer called for the vote. Alderman Sapp-abstained, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-nay, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2020-001 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-001, an ordinance authorizing the

Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 109 East Broadway. First reading by title only. Mayor Rhorer called for questions or comments. Tony St Romaine explained he negotiated the contract and it will be \$2200.00 per month and begins on March 31. 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. 2020-002 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-002, an ordinance to amend Chapter 19 of the City Code of Section 19.1230 pertaining to fireworks and use of. First reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer stated he was not comfortable with this ordinance and asked this be changed. Alderman Lewis questioned if the definition for commercial was clear enough. Tony St. Romaine, City Administrator stated this would be for commercial purposes only, such as nursing homes and assisted living. He stated there would be an application process. Alderman Sullivan asked that the businesses that has gotten the permit in the past be notified to this change so they are not caught off guard. 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 Council Bill No. 2020-003 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the re-plat of Southwoods Commercial Park Plat 5. First reading by title only. Mayor Rhorer called for questions or comments. Alderman Sapp reported this was recommended by the Planning and Zoning Commission contingent upon the sewer being available to this lot. Alderman Lewis questioned if this was a larger lot being divided? Alderman Sapp stated that was correct. Gene Basinger, surveyor for this lot stated there is sewer available on the south east corner of the new lot. He stated they did not make an easement on the plat because there are no requirements that it has sewer. He stated if the sewer is not there then we could turn down the building permit. 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 Council Bill No. 2020-004 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2020-004, an ordinance to approve the cooperative agreement with Southern Boone School District to pay for improvements to West Red Tail Drive. First reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1281 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1281, an ordinance to approve the cooperative agreement with Southern Boone School District to pay for improvements to West Red Tail Drive. 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 a Resolution authorizing the City Administrator to solicit bids for Sarah Drive bridge improvements. Alderman Bronson made motion and seconded by Alderman Clay to take up a resolution authorizing the City Administrator to solicit bids for Sarah Drive Bridge improvements. Mayor Rhorer called for questions or comments. Alderman Lewis questioned if the bridge was currently closed? Tony St. Romaine, City Administrator stated the report suggested placing a weight restriction on the bridge because no construction plans could be found. He stated the options are to replace the existing precast box culvert. He stated we need to have engineered drawings to bid out the project. They would then bring back a recommendation to the Board of Aldermen. He stated they received a price of



\$28,500.00 from Allstate Consultant to do the engineering work. Alderman Lewis stated he felt the cost of engineering was high. Alderman Sapp stated two weeks ago they voted to close the bridge and asked why it had not been closed. Mayor Rhorer reported it is the same as the tennis courts and recycling issues. He stated we hired a City Administrator and we need to give Tony flexibility in looking for other options and making these decisions. Tony St. Romaine stated we have sufficient funds available in this budget year to replace the bridge. He stated the estimated cost for bridge replacement is \$85,195.00. He asked the Board to pass the motion directing him to contract with Allstate Consultants for engineered drawings and bid specifications for the replacement and advertise and obtain bids for the replacement of Sarah Drive Bridge. 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's Report:

Mayor Rhorer stated he has five and a half meetings left. He has loved volunteering. He thanked Alderman Sapp for leading the sub-committee for Liberty Landing Subdivision. He stated he has served the city for twelve years and it takes a lot of time and patience. He stated he was most proud of the Main Street sidewalk, Potterfield development, Baptist Home and the Wastewater Treatment Facility.

#### City Administrator's report:

Tony St. Romaine stated his report is on the spreadsheet with the updated items in bold and there is also a memo with a couple of items on. He reported the Planning and Zoning Commission had a work session on the Ashland Commons Development on January 14 and the preliminary plat and conditional use permit application will be on February 11, 2020 Planning and Zoning agenda. He stated this development would attract smaller families and attract to more dense mixed-use development. He stated this developer is donating property for the City Hall and Police Department.

He updated the Board on the banking services request for proposals that closed on January 10, 2020. He stated they received three proposals and they would present a recommendation at the next meeting.

He reported the city hall lease was an action item on the agenda for the first reading.

Tony St. Romaine reported the request for proposals were sent out for the website until January 20, 2020. He stated they have received two proposals and he sent out an amendment to extend for another week in hopes of getting more proposals.

He stated we had a work session on the comprehensive plan prior to this meeting.

He reported the Downtown Beautification Committee is now full and a meeting is scheduled on January 30.

Tony St. Romaine, City Administrator discussed economic development strategy. He stated they have been having conversations with key stakeholders in the community about the need for a part-time employee to coordinate economic development efforts in the City. He stated he had a meeting with Vicki Kemna and Bill Lloyd to discuss how this might be possible. He stated the position could be funded with contributions from the Ashland Chamber of Commerce, Southern Boone Economic Development Committee and the City of Ashland. This part time position would be hired as a City of Ashland employee. He stated we need to find someone with experience and this would be part of next year budget considerations. He stated if the Board were in agreement with this, he would seek formal agreements with both organizations and will plan to include the City's portion (\$20,000) in the upcoming proposed budget. Mayor Rhorer asked for consensus of the Board. The Board was in agreement with this.

Tony St. Romaine discussed the park improvements and working with the Regional Planning Commission to complete a grant application for LWCF funding for various park projects. He stated the applications are due February 14, 2020. He stated they would be looking at USDA and tennis court associations for funding for the tennis courts.

He reported he has begun reviewing all job descriptions, establish pay range for each position as well as update the personnel manual.

Tony St. Romaine stated the last item is recycling and refuse collection. He stated at the last meeting the Board voted to move forward with the new recycling lot on West Red Tail Drive adjacent to the water building. He stated he has been researching the possibility along with ascertaining citizen interest of having Republic provide curbside recycling on a city-wide basis. He stated as of 1/16/2020, 186 citizens had responded and 143 were in favor of mandatory curbside recycling if the fee is less than \$5.00 per month. He stated 40 residents were opposed. He asked 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. He stated the residents currently pay \$1.50 a month on their bill for the recycling containers. He stated this would not make a huge impact. Alderman Sapp questioned if we received any interest in the current recycling lot? Tony St. Romaine stated we have not. Mayor Rhorer asked this be placed on the next agenda to postpone the directive on constructing the new recycle lot.

He stated the Wastewater Treatment Facility is moving ahead and there should be a potential change order to place a security fence around the plant. He discussed the sludge removal from the current lagoon. He stated that Tom Ratermann of the Boone County Sewer District suggested removal of the sludge by a farming operation that does land application.

Public Works Director monthly report:

James Creel reported they have put 43 tons of gravel on Hunters Bend Road. He stated the Main Street Sidewalk is finished with the exception of landscaping, seeding and mulching in the spring. James Creel presented the subdivision acceptance inspections that is in process. He reported they have placed 4 tons of cold patch on the streets. He updated the Board on the winter street maintenance and scheduling of shifts.

City Attorney's Report:

Jeff Kays had no report.

Board of Aldermen's Reports:

Alderman Bronson announced that he would be resigning after the second meeting in April of 2020.

Alderman Clay stated they have done a lot of work the last four years and he would be stepping down in April.

Alderman Sapp reported himself, Alderman Sullivan and James Creel had a preliminary meeting for the Liberty Landing Subdivision last week. He stated they had a good discussion and are focusing on a direction to pursue negotiations of the problems of the homeowners and developer.

Alderman Clay made motion and seconded by Alderman Bronson to adjourn the meeting. 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.

Darla Sapp, City Clerk

Gene Rhorer, Mayor



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Tony St Romaine 

**Board Meeting Date:** February 4, 2020

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

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

**DISCUSSION:**

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

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

**FISCAL IMPACT:**

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

Long Term Impact: \$0

**SUGGESTED BOARD ACTION:**

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

COUNCIL BILL NO. 2020-005

ORDINANCE NO.

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

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

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

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

Section 2.103 Paragraph 2. B

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney





# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Tony St Romaine

**Board Meeting Date:** February 4, 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.

COUNCIL BILL NO. 2020-006

ORDINANCE NO.

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 4, 2020

**Re:** Banking Services

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

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

**FISCAL IMPACT:**

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

Long Term Impact: See fee schedule in attached proposal.

**SUGGESTED BOARD ACTION:**

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

COUNCIL BILL NO. 2020-007

ORDINANCE NO.

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney



## CONTRACT FOR BANKING SERVICES

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

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

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

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

Service Recipient: City of Ashland, Missouri

By: \_\_\_\_\_  
Mayor Gene Rhorer

Approved as to form by its attorney:

By: \_\_\_\_\_  
Jeffrey R. Kays

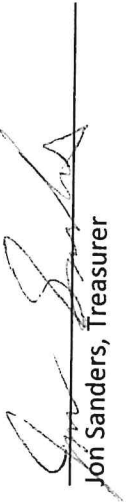
Service Provider: Central Bank of Boone County

By: \_\_\_\_\_  
Judy Starr

**RFP FOR BANKING SERVICES, JANUARY, 2020**

**PROPOSER: CENTRAL BANK**

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

Evaluator Signature:   
Jon Sanders, Treasurer

Date:



**RFP FOR BANKING SERVICES, JANUARY, 2020**

**PROPOSER: CONNECTIONS BANK**

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

Evaluator Signature:

  
Jon Sanders, Treasurer


Date:

**RFP FOR BANKING SERVICES, JANUARY, 2020**

**PROPOSER: CALLAWAY BANK**

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

Evaluator Signature:

  
Jon Sanders, Treasurer

Date:



# Central Bank of Boone County

Strong roots. Endless possibilities.™



City of Ashland  
Banking Services  
Request for Proposals

January 10, 2020



# Central Bank of Boone County

Strong roots. Endless possibilities.™

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### Proposal Response Forms

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- Pricing Schedule
- References

### Hometown Banking Information

- Customer Service and Relationship Management Team
- About Us
- Business Continuity and Disaster Recovery
- Central Bank of Boone County Locations and Hours List
- Central Bancompany Affiliate List
- Community Involvement

### Banking Services

- Banking Services
  - Online Banking
  - ACH Processing
  - Wire Transfer
  - Payee Positive Pay
  - Account Reconciliation
  - ReSubmitIt
  - Multicard
  - Accounts Payable Solution
  - Remote Deposit
  - Payroll Cards
  - Image Library CDROM
  - Health Savings Accounts (HSA)
  - Investments
  - CDARS/ICS Program
- Merchant Services





**RFP TITLE: Banking Services**

**RFP No.** \_\_\_\_\_

**ISSUE DATE: December 12, 2019**

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

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

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

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

**SIGNATURE REQUIRED**

|   |  |
|---|--|
| <b>OFFEROR NAME</b><br>Central Bank of Boone County |  |
| <b>MAILING ADDRESS</b><br>P.O. Box 678              |  |
| <b>CITY, STATE, ZIP CODE</b><br>Columbia, MO 65205  |  |

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

# Proposal Response Forms

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



**Request for Proposal**

**City of Ashland, Missouri**

**Addendum One**

**Amendments to RFP**

**1. Page 1 – Date of submission**

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

## **SCOPE OF WORK & INSTITUTION QUALIFICATIONS**

### **PERIOD OF SERVICE:**

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

### **SCOPE OF SERVICES:**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

18. Additional Services:

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

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

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

## DESCRIPTION OF ACCOUNTS:

### General Account

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

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

### Main Account

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

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

### Community Function Account:

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

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



## INSTITUTION QUALIFICATIONS:

Respondents to this RFP shall have the following minimum qualifications:

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

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

## MANDATORY REQUIREMENTS:

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

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

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

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

### 2. Establishment of Bank Accounts

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

### 3. Reporting Requirements

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

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

#### **4. Imaging Requirements**

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

#### **5. Automated Payment Reconciliation**

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

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

#### **6. Positive Pay:**

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

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

#### **7. ACH and Wire Transfer Requirements**

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

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

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

#### **8. Stop Payments/Voided Checks:**

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

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

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

#### **9. Information Access and Account Transfers**

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

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



**10. Consolidated Balance Requirements**

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

   b. The contractor shall not charge for daylight overdrafts.

**11. Quality of Service**

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

**12. Confidentiality**

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

**13. Collateral Requirements**

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

## Central Bank of Boone County Pricing Schedule

Effective January 1, 2020

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

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

Safe Deposit Box provided to the City at no charge.

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

## References and Experience

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

1. Company Name: Southern Boone County R1 School District  
Business Address: 303 North Main St., Ashland, MO 65010  
Name & Title of Contact: Phyllis Weter, District Finance Manager  
Phone Number of Contact: (573) 657-3201  
Email: pweter@ashland.k12.mo.us
  
2. Company Name: City of Centralia  
Business Address: 802 W Lakeview St., Centralia, MO 65240  
Name & Title of Contact: Heather Russell, City Administrator  
Phone Number of Contact: (573) 682-2139  
Email: heather@centraliamo.org
  
3. Company Name: County of Boone  
Business Address: 801 E Walnut St., Columbia, MO 65201  
Name & Title of Contact: Thomas Darrough, County Treasurer  
Phone Number of Contact: (573) 886-4367  
Email: tdarrough@boonecountymo.org

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



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Tony St Romaine

**Board Meeting Date:** 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. 1282

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMERCIAL LEASE AGREEMENT WITH WESTHOFF RENTALS, LLC FOR 109 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 109 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 substances (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 10<sup>th</sup> 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. (g) 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.

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 4<sup>th</sup> 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

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:** Public Works

**To:** Board of Alderpersons

**From:** James Creel

**Board Meeting Date:** February 04, 2020

**Re:** Waste Water Treatment Facility Fencing Change Order

## **EXECUTIVE SUMMARY:**

Authorization is needed for the construction costs of additional fencing at the Waste Water Treatment Facility (WWTF).

## **DISCUSSION:**

The construction of Ashland's Waste Water Treatment Facility is nearing completion. The original plans called for new fencing to be attached to existing fencing (3 strand barb wire). There are 2 issues with the existing fencing:

1. The existing fencing is insufficient to keep people out of the WWTF grounds.
2. Several portions of the existing fencing are on neighboring property, rather than city-owned property.

Another major concern is site security and safety. There are dangers all throughout the WWTF grounds that can lead to serious injury and/or death of unauthorized individuals who enter the premises. As the WWTF is bordered by 2 different subdivisions to the East and South, there is a high likelihood that neighborhood residents and/or children will enter the facility if it is not properly enclosed. Aside from injury, failure to secure the WWTF grounds will also likely result in theft and/or vandalism at the site. A properly secured site will help prevent these issues and should reduce the city's liability, if any incidents were to occur.

## **FISCAL IMPACT:**

Attached is a change order detailing the costs of installing an additional 1,226 linear feet of 6" tall chain link security fencing. This change order calls for an additional expense of \$20,746.00.

## **SUGGESTED BOARD ACTION:**

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be allowed to approve the change order, authorizing the additional fencing to be installed at the WWTF site.

2-04-2020

A RESOLUTION APPROVING CHANGE ORDER NO. 5 FOR MCCLANAHAN CONSTRUCTION  
CO, INC FOR THE WASTEWATER TREATMENT FACILITY

Whereas, the existing fencing is insufficient to keep people out of the wastewater treatment facility grounds. The original plans called for new fencing to be attached to existing fencing (3 strand barb wire). The change order to extend the proposed chain-link fence (approximately 1226 L.F.) to enclose the entire wastewater treatment plant.

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

Section 1. The Mayor is hereby authorized to execute the change order with McClanahan Construction Co., Inc. as attached and marked as Exhibit "A."

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

3312 LeMone Industrial Blvd.  
Columbia, MO 65201  
Phone: (573) 875-8799  
Fax: (573) 875-8850  
E-Mail: allstate@allstateconsultants.net



## MEMO

TO: The Honorable Gene Rhorer, Mayor – Ashland, Missouri  
Jon Sanders, Treasurer – Ashland, Missouri  
Tony St. Romaine, Interim City Administrator – Ashland, Missouri  
James Creel, Public Works Director – Ashland, Missouri

FROM: Stephen Lin, P.E.

DATE: January 27, 2020

CC: Patrick McClanahan, President – McClanahan Construction Co.

RE: Ashland Wastewater Treatment Facility

---

Below is a list of Change Order items with detailed explanations evaluated and preliminarily approved by the Missouri Department of Natural Resources and McClanahan Construction Co.

- A. This change order to extend the proposed chain-link fence (approx. 1226 L.F.) to enclose the entire waste water treatment plant.

If the conditions of Change order No. 5 are deemed acceptable, please send 4 signed executed copies to:

Joshua Brown  
Financial Assistance Center  
Water Protection Program  
Missouri Department of Natural Resources  
1101 Riverside Drive  
P.O. Box 176  
Jefferson City, MO 65102

Thank you and please advise if you have any questions or concerns.

Allstate Consultants LLC

Stephen Lin, P.E



**CONTRACT CHANGE ORDER**

Contractor's  
Change Order No. 5

Sheet 1 of 1

City of Ashland, Missouri of Boone County, State of Missouri

To McClanahan Construction Co., Inc. for Wastewater Treatment Facility - Ashland, Missouri

you are hereby directed to make the following changes.

**I. Description:**

This Change Order Is To Replace The Existing Barb Wire Fence And To Extend The Proposed Chain-Link Fence (Approx. 1226 L.F.) To Enclose The Entire Waste Water Treatment Plant.

**II. Cost of work affected by the Change Order. (Modify for Lump-sum contract)**

| (A)<br>Item<br>No. | (B)<br>Item<br>Description  | (C)<br>Amount<br>Added | (D)<br>Amount<br>Deducted |
|--------------------|---|------------------------|---------------------------|
| <b>2.00</b>        | <b>Waste Water Treatment Facility - Add Additional Chain-Link Fence</b>               |                        |                           |
|                    | Extend Proposed Chain-Link Fence 1226 L.F. To Enclose The Waste Water Treatment Plant | \$ 20,746.00           | \$ -                      |

**TOTALS**

\$ 20,746.00      \$ -

|    |  |                 |                        |
|----|--|-----------------|------------------------|
| 1. | Original Contract Amount                             |                 | <u>\$ 6,500,000.00</u> |
| 2. | Add or Deduct This Order                             | \$ 20,746.00    |                        |
| 3. | Add or Deduct Previous<br>(Line 4 on Previous Order) | \$ (127,249.99) |                        |
|    | Total Add or Deduct to<br>Date (2+3)                 |                 | <u>\$ (106,503.99)</u> |
|    | Revised Contract Amount (1+4)                        |                 | <u>\$ 6,393,496.01</u> |

**III. Acknowledgement**

Steph L      1-27-20  
Project Engineer      Date

\_\_\_\_\_  
Owner      Date

Patrick Mszch      1-24-20  
Contractor      Date

\_\_\_\_\_  
Funding Agency      Date



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Tony St Romaine

**Board Meeting Date:** February 4, 2020

**Re:** Recycling Lot

**EXECUTIVE SUMMARY:** On January 21, 2020, I presented a proposal to the Board of Aldermen for consideration of a possible change to our contract with Republic Services (effective April, 2020) that would implement a curbside recycling program with once a week pickup. Preliminary discussions with Republic have been productive, and they are willing to provide a cost proposal to the City of Ashland within the next few weeks.

**DISCUSSION:** The City provides space for a recycling lot for residents to drop off items to be recycled behind City Hall. There are two large roll-off containers at the site, one serviced by Republic, and one serviced by Boone County through the Mid-Missouri Solid Waste Management Program. Should the City decide to contract with Republic for curbside recycling, the plan would be to no longer operate a drop-off facility. While the City does have funds budgeted to relocate the existing drop-off facility (as the land parcel is currently being offered for sale), staff's recommendation is to not expend any funds for a new facility until such time as a decision can be made regarding curbside recycling pickup. It is anticipated that the information necessary for the Board to consider a curbside recycling program would be available by April, 2020.

**FISCAL IMPACT:**

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

Long Term Impact: TBD

**SUGGESTED BOARD ACTION:**

Staff recommends that no funds be expended at this time to construct a new recycling drop-off facility, and that the City Administrator be authorized to negotiate with Republic Services and to bring to the Board of Aldermen a proposal for community-wide curbside recycling.

*Missouri*  
**Revisor of Statutes**

**Constitution Committee Publications**

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Words ▾ 1st search term And ▾ 2nd search term 🔍 ?

◀ ▶ **Effective 28 Aug 2005**

Title XX ALCOHOLIC BEVERAGES

**Chapter 311**

**311.080. Sale of liquor prohibited near schools and churches, exceptions. —**

1. No license shall be granted for the sale of intoxicating liquor, as defined in this chapter, within one hundred feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the board of alderman, city council, or other proper authorities of any incorporated city, town, or village, except that when a school, church or place of worship shall hereafter be established within one hundred feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason. Such consent shall not be granted until at least ten days' written notice has been provided to all owners of property within one hundred feet of the proposed licensed premises.


2. The board of aldermen, city council or other proper authorities of any incorporated city, town or village may by ordinance prohibit the granting of a license for the sale of intoxicating liquor within a distance as great as three hundred feet of any school, church, or other building regularly used as a place of religious worship. In such cases, and where the ordinance has been lawfully enacted, no license of any character shall be issued in conflict with the ordinance while it is in effect; except, that when a school, church or place of worship is established within the prohibited distance from any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason.

3. Subsection 1 of this section shall not apply to a license issued by the supervisor of alcohol and tobacco control for the sale of intoxicating liquor pursuant to section 311.218 or to a license issued to any church, school, civic, service, fraternal, veteran, political, or charitable club or organization which has obtained an exemption from the payment of federal taxes.

4. Subsection 1 of this section shall not apply to any premises holding a license issued before January 1, 2004, by the supervisor of alcohol and tobacco control for the sale of intoxicating liquor. To retain a license under this subsection, the licensed premises shall not change license type, amend the legal description, or be without a liquor license for more than ninety days.


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(RSMo 1939 § 4948, A.L. 1959 H.B. 139, A.L. 2003 S.B. 298, A.L. 2005 S.B. 262)

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< end of effective 28 Aug 2005 > 

**use this link to bookmark section 311.080**

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In accordance with Section **3.090**, the language of statutory sections enacted during a legislative session are updated and available on this website **on the effective date**  of such enacted statutory section.

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**History and Fun Facts**

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