



**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
5275 West Red Tail Drive
(Southern Boone School District Administration Building)
Ashland, Mo. 65010
7:00 p.m. Tuesday, April 20, 2021**

I. INTRODUCTORY ITEMS

Invocation
Pledge of Allegiance
Roll Call
Approval of Previous Minutes of April 06, 2021
Adjustment and approval of the Agenda

II. PUBLIC HEARING

a. Continuation of the FY 2021-022 Budget & Capital Improvement Plan

III. OLD BUSINESS

- a. Ordinance No. 1341, an ordinance adopting the fiscal year 2022 Capital Improvement Plan for the City of Ashland
- b. Ordinance No. 1342, an ordinance adopting an annual Budget for the fiscal year beginning May 1, 2021 and appropriating funds pursuant thereto
- c. Ordinance No. 1343, an ordinance amending Chapter 14, Sewer, Water & Solid Waste
- d. Ordinance No. 1344, an ordinance authorizing the City of Ashland, Missouri to enter into a lease purchase transaction for the purpose of financing the acquisition and improvement of a building; and authorizing certain documents and actions in connection therewith

IV. SPECIAL ITEMS

- a. A resolution declaring the results of the General Election held in the City of Ashland, Missouri on April 06, 2021
- b. Comments by outgoing Aldermen
- c. Swearing in of the new Board of Alderpersons

(15 MINUTE BREAK)

V. INTRODUCTORY ITEMS

- a. Roll Call with new Board Members

VI. APPOINTMENTS TO BOARD AND COMMISSION

- a. Appointment of Jeff Sapp to the Planning and Zoning Commission

VII. SCHEDULED PUBLIC COMMENT

- a. None

(Written request must be received by the City Clerk by Wednesday before the meeting date)
Speakers cannot comment on items on the agenda. Time will be permitted following the reading of each agenda item under Old and New Business for public comment.

VIII. INTRODUCTION AND FIRST READING

- a. Council Bill No. 2021-020, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2021 Budget
- b. Council Bill No. 2021-021, an ordinance approving the preliminary plat for Liberty Landing North
- c. Council Bill No. 2021-022, an ordinance approving the final plat for South Wind Plat 6
- d. Council Bill No. 2021-023, an ordinance approving the final plat for Selby Subdivision Plat 1
- e. Council Bill No. 2021-024, an ordinance to amend Chapter 10, Planning, Zoning, Subdivisions, Building of the City of Ashland Code

IX. OLD BUSINESS

- a. Ordinance No. 1345, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2021 Budget
- b. Ordinance No. 1346, an ordinance approving the final plat for Selby Subdivision Plat 1

X. NEW BUSINESS

- a. Appointment of Mayor Pro-tem
- b. Alderman Liaison to the Parks and Recreation Board
- c. Alderman Liaison to the Planning and Zoning Commission
- d. Appointment of City Attorney
- e. Appointment of City Prosecutor
- f. Appointment of City Clerk
- g. Appointment of Deputy City Clerk/Treasurer
- h. Appointment of Police Chief
- i. Resolution authorizing the contract with the City Attorney
- j. Resolution adopting the utility procedures manual in accordance with Chapter 14. Sewer, Water & Solid Waste
- k. Resolution adopting the agreement with Consolidated Water as to the City Limits of Ashland, Missouri on July 21, 1967
- l. Review the Solid Waste proposal and options from Republic Services

XI. REPORTS


- a. Mayor's report
- b. City Administrator's report
- c. City Attorney's report
- d. Public Works monthly report
- e. Board of Aldermen report

XII. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF

XIII. ADJOURNMENT

Members of the public may attend any open meeting. For requests for accommodations related to disability, Please call 573-657-2091 or email cityclerk@ashlandmo.us

In order to assist staff in making the appropriate arrangements for your accommodation, please make sure your request as far in advance of the posted meeting date as possible.

Posted: 4-16-2021 @ 1:54 PM 

APRIL 06, 2021
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY THE BOARD

Mayor Sullivan called the regular meeting to order at 7:00 p.m. on April 06, 2021 via zoom.

Mayor Sullivan reminded everyone we use zoom as the official meeting and we will not be seeing any other social media comments or questions. He stated the comments referred at the last meeting about political candidates was iffy and we need to be careful with comments of this nature. He stated we need to discuss city business and that alone. He stated that Alderman Lewis will not be here tonight and our thoughts and prayers are with him in recovering from surgery. He stated the surgery went well. Mayor Sullivan stated the polls closed at 7:00 p.m. tonight and he hoped everyone went out to vote today. He asked the Board to remember Alderman Lewis in our thoughts and prayers and to Dorise Slinker as he lost his father this evening.

Mayor Sullivan gave the invocation.

Mayor Sullivan led in the pledge of allegiance.

Mayor Sullivan called the roll:

Ward One: Nathan Volkart-here, Bryan Bradford-here
Ward Two: Melissa Old-here, Stephanie Bell-here
Ward Three: Rick Lewis-absent, Jeff Sapp-here

Staff Present: Darla Sapp, City Clerk, Jeff Kays, City Attorney, Dan Vande Voorde, Building Inspector, Lelande Rehard, Assistant City Administrator, James Creel, Public Works Director, Tony St. Romaine, City Administrator and Chief Edwards.

Mayor Sullivan presented the minutes of the March 11 & March 16, 2021 Board meeting for consideration. Alderman Sapp made motion to approve the minutes with the amendment of the spelling of Chris Sanders be changed to Chris Sander on the March 11 meeting minutes. Alderwoman Old seconded the motion. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan presented the agenda for adjustments. Being none, he called for the motion to approve the agenda. Alderman Sapp made motion and seconded by Alderman Volkart to approve the agenda as presented. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan presented the re-appointment of Marcy Wood to serve on the Parks & Recreation Board. Alderman Sapp made motion and seconded by Alderwoman Old to re-appoint Marcy Wood to the Parks and Recreation Board. Mayor Sullivan called for the vote. Alderman Bradford-(technology problems no vote), Alderman Volkart-aye, Alderman Sapp-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented the re-appointment of Amy Banning to serve on the Parks and Recreation Board. Alderman Sapp made motion and seconded by Alderwoman Old to re-appoint Amy Banning to the Parks & Recreation Board. Mayor Sullivan called for the vote. Alderman Bradford-aye, Alderman Volkart-aye, Alderman Sapp-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented the re-appointment of Marsha Lessley to the serve on the Parks and Recreation Board. Alderman Sapp made motion and seconded by Alderwoman Old to re-appoint Marsha Lessley to serve on the Parks & Recreation Board. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Bell-aye, Alderman Sapp-aye, Alderman Volkart-aye, Alderman Bradford-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan reported there are no scheduled comments. He reminded everyone that if you wish to have a scheduled comment it needs to be in writing to the City Clerk on the Wednesday prior to the Board meeting. He stated zoom is the primary way of communication for this meeting. He stated this is on facebook but it is not part of the official meeting. He stated there is opportunity for the public to speak on items on the agenda.

Mayor Sullivan opened the Public Hearing on the Budget & Capital Improvement Plan. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator reported the two documents are fairly large and he explained the Capital Improvement Plan being a long term planning document and it changes. He stated it is an unfunded document but lists out the priority projects. He gave an overview of the budget packet and detailed budget message with the projects that have been completed. He stated covid did not impact our sales tax revenue. Mayor Sullivan stated Jon Sanders will share his presentation then he would open it up for public comment.

Jon Sanders, Treasurer gave a power point presentation of the budget estimated revenues and expenditures. He stated they are planning on hiring additional personnel in various departments, some new vehicles and equipment, and acquiring a new software system. He stated there are also plans for upgrading the park system. He discussed the street department projects planned and equipment needs. Jon Sanders gave an overview of the water enterprise fund and valve and hydrant replacement, GIS mapping, tower maintenance and using a portion of that fund for the City Hall building. He highlighted the sewer budget and plans for rehabbing sewer mains and manholes, rebuild Eastside lift station and GIS mapping. He stated this is the last year of the contract with Alliance Water Resources and we can outsource it or City can hire our own personnel. Alderwoman Old stated there was an error in the projected revenue/expenditures. Jon Sanders gave an overview of the capital fund and the projected expenditures coming out of it. The Board asked various questions throughout the presentation. Lelande Rehard, Assistant City Administrator and Tony St. Romaine, City Administrator encouraged the Board to read the summary pages of both documents.

Mayor Sullivan presented Council Bill No. 2021-016, an ordinance adopting the fiscal year 2022 Capital Improvement Plan for the City of Ashland. Alderman Sapp made motion and seconded by Alderwoman Bell to take up Council Bill No. 2021-016, an ordinance adopting the fiscal year 2022 Capital Improvement Plan for the City of Ashland. Mayor Sullivan called for a staff report. Mayor Sullivan called for comments from the public. Mayor Sullivan called for comments or questions from the Board. Mayor Sullivan called for the vote. Alderman Bradford-aye, Alderman Volkart-aye, Alderman Sapp-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-017, an ordinance adopting an annual Budget for the fiscal year beginning May 1, 2021 and appropriating funds pursuant thereto. Alderman Sapp made motion and seconded by Alderwoman Old to take up Council Bill No. 2021-017, an ordinance adopting an annual budget for the fiscal year beginning May 1, 2021 and appropriating funds pursuant thereto. Mayor Sullivan called for the staff report. Tony St. Romaine stated we went over this in the budget hearing and this is the first reading of the budget and second reading will be on April 20, 2021. Mayor Sullivan called for public comment. Mayor Sullivan called for Board comments. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Bell-aye, Alderman Sapp-aye, Alderman Volkart-aye, Alderman Bradford-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-018, an ordinance amending Chapter 14, Sewer, Water & Solid Waste. Alderman Sapp made motion and seconded by Alderman Bradford to take up Council Bill No. 2021-018, an ordinance amending Chapter 14, Sewer, Water & Solid Waste. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator thanked Carrie Fischer for her work on this policy document and code changes. He stated one change is the lawn irrigation meter and how it is handled after construction of the home. He stated this is not installed by the staff but by the irrigation or plumbing company. He stated the other change is changing the wording from disconnect fee to final notice fee. He stated this is more transparent. Mayor Sullivan called for comments from the public. Mayor Sullivan called for the questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Bell-aye, Alderman Sapp-aye, Alderman Volkart-aye, Alderman Bradford-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-019, an ordinance authorizing the City of Ashland, Missouri to enter in a lease purchase transaction for the purpose of financing the acquisition and improvement of a building; and authorizing certain documents and actions in connection therewith. Alderman Sapp made motion and seconded by Alderwoman Old to take up Council Bill No. 2021-019, an ordinance authorizing the City of Ashland, Missouri to enter in a lease purchase transaction for the purpose of financing the acquisition and improvement of a building; and authorizing certain documents and actions in connection therewith. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator explained this is for the financing of 101 W. Broadway. He thanked Steve Goehl, D.A. Davidson and David Martin of Gilmore & Bell for helping with this financing. He stated they are present to answer any questions as well. He stated they solicited for formal proposals a couple of weeks and the best proposal came from Central Bank of Boone County. He stated there are two rates, one tax exempt for 2.9 percent and taxable for 3.5%. He stated that is for the portion that is rental to Callaway Bank. He stated the final reading of this will be at the next meeting and the closing date of April 30, 2021. He stated they would notify the USDA that we are no longer interested in pursuing financing from them. He stated it has been weeks and we have not heard from them. Mayor Sullivan called for questions from the Board. Alderwoman Old questioned the financing being a lease/lease back. David Martin from Gilmore & Bell explained how the financing worked. Tony St. Romaine, City Administrator informed the Board we have the ability to pay against this at any time. He stated the plan is when the property where the police department is at sells we pay that towards this. Alderwoman Old questioned if the bank or the City would pick a new tenant if Callaway Bank was to move? David Martin stated the City would. Mayor Sullivan asked the question if the City needed to utilize the space where the Callaway Bank is currently at in the future would the interest rate change to the tax exempt rate. David Gilmore stated that with the lease you would not be able to switch back and forth but could refinance. He stated they would need to evaluate the costs associated with that. Steve Goehl, D.A. Davidson stated the USDA is good to work with but it does take a lot of time due to the guidelines from Washington. He informed the Board all four local banks responded to this. He stated this is good interest rate and you do have an opportunity to pay down without being penalized. Mayor Sullivan called for comments from the public. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Bell-aye, Alderman Sapp-aye, Alderman Volkart-aye, Alderman Bradford-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented Ordinance No. 1340, an ordinance approving the final plat for Smith & Lane Subdivision for consideration. Alderman Sapp made motion and seconded by Alderman Volkart to take up for consideration Ordinance No. 1340, an ordinance approving the final plat for Smith & Lane Subdivision for consideration. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator reported that the Planning and Zoning recommended approval. Alderman Sapp stated the only item discussed was the access of the back lot from the alley way. He stated they will come off of Hickam Alley. He stated this is the second reading. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Bradford-aye,

Alderman Volkart-aye, Alderman Sapp-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented a Resolution authorizing the Mayor to enter into a Community Pool Agreement with the Ashland Optimist Club. Alderman Sapp made motion and seconded by Alderman Bradford to take up for consideration a Resolution authorizing the Mayor to enter into a Community Pool Agreement with the Ashland Optimist Club. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator gave a highlight of the community pool agreement. He stated we will maintain the \$3,000 to be paid before April 30 of each year for capital expenditures, waive the city utility fees and at the end of year after they submit a written report of the revenues and expenditures we would subsidize the operational expenses about revenues up to \$3000.00. He stated this is a three year contract. He stated they reviewed a pool assessment that was done in 2011 that revealed the pool was close to the end of its life. Mayor Sullivan called for public comment. Mayor Sullivan called for questions or comments from the Board. Alderman Sapp thanked the Assistant City Administrator for going back and re-negotiating a much better contract. Alderman Volkart stated he felt this was a good compromise. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Bell-aye, Alderman Sapp-aye, Alderman Volkart-aye, Alderman Bradford-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan presented a Resolution authorizing the Mayor to execute an agreement with McConnell & Associates for the Ashland Community Park Tennis Court repair project. Alderman Sapp made motion and seconded by Alderwoman Bell to take up for consideration a Resolution authorizing the Mayor to execute an agreement with McConnell & Associates for the Ashland Community Park Tennis Court repair project. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator reported when he started in 2019 they wanted to close the tennis courts due to safety hazard. He stated he is glad to get this project done this summer. He stated we did not get the grant for this project. Mayor Sullivan called for public comment. Mayor Sullivan called for questions or comments from the Board. Alderwoman Old stated the Park Board did discuss and recommend approval of this project. Mayor Sullivan called for the vote. Alderman Bradford-aye, Alderman Volkart-aye, Alderman Sapp-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-absent. Motion carried.

Mayor Sullivan reported the next item on the agenda is a leak adjustment. Mayor Sullivan called for a staff report. Alderman Sapp made motion and seconded by Alderman Bradford to grant the leak adjustment. Lelande Rehard, Assistant City Administrator reported he was on vacation and did not include a cover memo on this request. Carrie Fischer, Administrative Assistant reported this is an adjustment for the sewer portion. She stated a pipe ruptured in the basement. Lelande Rehard stated that this can be administratively approved if the amount is under \$800.00. He gave an overview of the leak adjustment policy. Alderwoman Bell asked for an annual report of leak adjustments that were approved. Alderwoman Old asked if we received proof this was fixed. Carrie Fischer stated it has been scheduled for repair but not fixed yet. Tony St. Romaine stated they can only get 1 leak adjustment per year. Alderman Volkart questioned the late charges. It was reported they would acquire late fees after 5 p.m. on the 15th of April if not paid. Mayor Sullivan stated we can take the vote with condition he provides proof it has been repaired by the 15th at 5:00 p.m. Mayor Sullivan called for the vote with the condition noted. Alderman Bradford-aye, Alderman Volkart-aye, Alderman Sapp-aye, Alderwoman Bell-no, Alderwoman Old-aye, Alderman Lewis-absent. Motion carried.

Mayor's Report:

Mayor Sullivan thanked everyone for their participation in Richard Rabbit Easter event. He stated he received a complaint on the deterioration of the pedestrian trail on Henry Clay Blvd. He stated he received some concern on Sue Drive utility locations.

City Administrator's Report:

Tony St. Romaine, City Administrator he stated the closing of the new City Hall/Police Department will be closed by April 30, 2021. He stated they continue to work with the local architect and it is in the final stages of planning. He stated they are working on an access control system for the new building with a company out of St. Louis, Mo. He stated the schedule is to get the bid specifications and plans out in early May and bid awarded in June. He stated he hopes this will be less than a six month project. He informed the Board there was a sewer pump issue at the park and Lelande Rehard, Assistant City Administrator had to authorize an emergency repair of \$10,000.00. He stated they have discussed having replacement pumps on hand in this budget. He stated this pump station is the oldest pump and needs to be replaced or taken off line.

City Attorney's Report:

Jeff Kays, City Attorney had no report. Mayor Sullivan reported at our next meeting we will be appointing a new city attorney but Mr. Kays would be staying on as City Prosecutor. He stated we will be separating the two appointments as the work load increases. He stated he would be recommending a firm out of Jefferson City that does municipal government.

Police Chiefs monthly Report:

Chief Edwards gave an update on the patrol vehicles and equipment installation. He stated they should be ready by the first of May. He gave an update on his staffing. He discussed speed enforcement in neighborhoods.

Board of Aldermen's Reports:

Alderman Bradford stated he had fun participating in the Richard Rabbit event last weekend. Alderman Bradford expressed concern of the calendar link to the city meetings did not work and that was why he was late in attending the zoom meeting. Tony St. Romaine, City Administrator stated he also sends out an e-mail with the link prior to the meetings. He stated we are having some issues with the new website and we are working on it.

Alderwoman Old stated she has had a couple of phone calls last couple of weeks on parking in front of the fire hydrant on Red Tail Drive. James Creel stated he would get this on his list to paint.

Alderman Sapp stated this was his last full meeting. He stated the curb on Red Tail Drive in front of the fire hydrant needs to be painted red since it is a fire zone. He stated this is immediate towing. He stated he has served for four years and he looks forward to continuing to serve on the Planning and Zoning Commission. He stated whomever is elected as Ward Three Alderperson to feel free to reach out to him anytime. Alderman Sapp stated he did not file for office because he believes in term limits. He stated he is excited to see where the city goes in the future. Mayor Sullivan thanked Alderman Sapp for his service to the City.

Alderman Volkart stated he noticed the foundation recovery guy was over in their neighborhood the other day. James Creel, Public Works Supervisor stated the direction they are going towards is a cost effective repair where they foam jack the concrete. He stated this is foreign to him but felt it was a great spot to test it. He stated they are getting him a cost estimate on this project.

Alderman Volkart stated the new warning siren has been installed in their neighborhood by River City Construction. James Creel, Public Works Supervisor reported the electric is not hooked up yet.

Mayor Sullivan called for additional comments by the public or staff comments.

Mayor Sullivan stated the municipal election has come to a close. He gave a shout out to city staff, elected officials and Boards and Commissions on working as a team. He congratulated the officials that won the election and thanked them for stepping up and running.

Mayor Sullivan called for adjournment.

Alderman Sapp made motion and seconded by Alderman Bradford to adjourn the meeting. Mayor Sullivan called for the vote. Motion carried.

Darla Sapp, City Clerk

Richard Sullivan, Mayor

AN ORDINANCE ADOPTING THE FISCAL YEAR 2022 CAPITAL IMPROVEMENT PLAN FOR
THE CITY OF ASHLAND

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

WHEREAS, the City Staff have prepared the FY2022 Capital Improvement Plan.

WHEREAS, the Board of Aldermen has reviewed the Capital Improvement Plan and hereby recommends
the adoption of this program.

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

Section 1. The adoption of the FY2022 Capital Improvement Plan as "Exhibit A".

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

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
MAY 1, 2021 AND APPROPRIATING FUNDS PURSUANT THERETO

WHEREAS, the City Administrator and City Staff has presented the Board of Aldermen with an annual budget for the fiscal year beginning May 1, 2021; and

WHEREAS, the Board of Aldermen has reviewed and agree with the recommendations for the annual budget for the fiscal year beginning May 1, 2021.

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

Section 1. The annual budget for the City of Ashland, Missouri, for the fiscal year beginning May 1, 2021 and ending April 30, 2022; A copy of which is attached and marked as "Exhibit A" hereto and made a part hereof as if fully set forth herein, is hereby adopted.

Section 2. Funds are hereby appropriated for the objects and purposes of expenditures set forth in said budget.

Section 3. Instructs the City Treasurer to distribute said budget to all entities that have interest in the financial matter of the City.

Section 4. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE TO AMEND CHAPTER 14, SEWER, WATER & SOLID WASTE OF THE CODE
OF THE CITY OF ASHLAND

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

SECTION 1. Chapter 14 of the Ashland City Code is hereby amended as follows:

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

14.205. Billing and collection procedures (Water)

- A. Every water service charge specified in this section remaining unpaid after the 15th of the month shall be increased by ten (10) percent. If charges have not been paid by the 25th of the month at 5:00 p.m. a ~~notice of disconnect~~ final notice will be issued and an additional ten-dollar (\$10.00) charge shall be added to the water service charges remaining unpaid. If the 25th falls on a weekend or City holiday, the charge is assessed on the next business day. All fees must be paid by 5:00 p.m. on the date listed on the ~~disconnect notice~~ final notice or the customer's water service will be disconnected. Notwithstanding, the foregoing, in the event a commercial or public funded customer service is providing services to individuals whose health may be compromised or vulnerable due to a lack of water service, including, but not limited to skilled nursing care facilities, assisted living facilities, hospice care facilities, and public schools, the City Utility Clerk shall notify the City Administrator 24 hours in advance of water service being disconnected. The City Administrator shall have discretion to extend the deadline for payment and disconnection after communication with said customer and arrangements have been made to bring the account current. Service will not be reconnected until all fees and a seventy-five dollars (\$75.00) ~~reconnection fee~~ final notice charge have been paid. Reconnections will not be done outside of normal work hours for City public works employees, unless deemed an emergency situation by the city water superintendent. The fee for reconnections made outside of normal work hours shall be one hundred fifty dollars (\$150.00). (amended 6-16-15 Ordinance No. 1027) (amended 11-20-2018, Ordinance No. 1223)

APPENDIX C-2: WATER RATES

These sections are set out in the Appendix of the Code and shall be considered a part thereof as if more fully and completely set out within.

Fees:

Installation Fee. For installation of a water meter the fee in the amount of Six Hundred (\$600.00) dollars shall be paid to the City. The property owner shall be responsible for installing all service lines and making the actual connection. The specifications for any such connection shall be as established by the City Public Works Director.

Irrigation Meter:

The City of Ashland will be responsible for the installation of meters for lawn irrigation systems only if the meter is purchased at the time of building permit issuance.

If a homeowner/buyer would like to install an additional meter after the permit is issued, the home is purchased or after construction is completed, they are required to purchase the meter through the City of Ashland. The installation and all responsibility will be at the discretion of the lawn irrigation or plumbing company. The City of Ashland will only be responsible for reading the meter and meter maintenance.

SECTION 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE AUTHORIZING THE CITY OF ASHLAND, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION FOR THE PURPOSE OF FINANCING THE ACQUISITION AND IMPROVEMENT OF A BUILDING; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Ashland, Missouri (the "City"), desires to obtain money to pay for the acquisition of an existing building located at 101 West Broadway, Ashland, MO 65010 (the "Building") and for improvements to and furnishings for the Building (the "Project Costs"); and

WHEREAS, in order to finance the Project Costs, it is necessary and desirable for the City to take the following actions:

1. Enter into a Base Lease (the "Base Lease"), with Central Bank of Boone County (the "Bank"), pursuant to which the City will lease certain real property (the "Site," consisting of the real property on which the Building is located) to the Bank; and
2. Enter into a Lease Purchase Agreement (the "Lease Purchase Agreement"), with the Bank, pursuant to which the City will lease the Site and the Building, as improved (together, the "Facilities"), from the Bank with an option to purchase.
3. Enter into an Assignment and Assumption Agreement (the "Assignment") pursuant to which the City will assume the rights and obligations of the seller of the Building, as landlord with respect to a lease of space within the building to The Callaway Bank (the "Tenant").
4. Enter into a Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") with the Bank and the Tenant setting out certain rights and priorities with respect to their interests in the Building.

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

SECTION 1. Approval of Documents. The documents listed above (collectively, the "City Documents") are hereby approved in substantially the forms on file with the City Clerk, with such changes therein as are approved by the Mayor, the Mayor's execution thereof to be conclusive evidence of the approval thereof. The Mayor is hereby authorized and directed to execute and deliver and the City Clerk is authorized to attest and seal such documents on behalf of and as the act and deed of the City.

SECTION 2. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents.

SECTION 3. Effective Date. This Ordinance will take effect and be in full force on the day of its passage by the Board of Aldermen.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Ashland, Missouri this 20th day of April, 2021.

Mayor

[SEAL]

ATTEST:

City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

RESOLUTION 4-20-2021

A RESOLUTION DECLARING THE RESULTS OF THE GENERAL ELECTION HELD IN THE CITY OF ASHLAND, MISSOURI ON APRIL 6, 2021.

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

Section 1. Whereas, the Board of Aldermen of the City of Ashland, Missouri did call for an election to be held on the 6th day of April, 2021 for the purpose of submitting to the qualified voters the election of, Alderman in the First Ward-Two Year Term, Alderman in the Second Ward-Two Year Term, Alderman in the Third Ward-Two Year Term.

Whereas, provided by the election laws of this City, the General Election was held on the 6th day of April, 2021; and

Whereas, the results of said election have been certified by the County Clerk shown to the Board of Aldermen; and

Whereas, the County Clerk has examined the election returns of said General Election and the Certification of Election Results made by the County Clerk shows the following results, to wit:

Alderman Ward One-Two Year Term: Nathan Volkart- 98
Loren Plank- 31

Alderman Ward Two-Two Year: Stephanie Bell-133

Alderman Ward Three-Two Year Term: Elisabeth Sobszak-108
Dorise Slinker-184

Section 2. We, the Board of Aldermen, do hereby certify that according to the ballots cast at said General Election, the following were elected to their representative offices, to-wit:

Alderman Ward One-Two Year Term- Nathan Volkart
Alderman Ward Two-Two Year Term- Stephanie Bell
Alderman Ward Three-Two Year Term- Dorise Slinker

Passed and adopted this 20th day of April 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

State of Missouri)
)ss.
County of Boone)

I, Brianna L. Lennon, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the City of Ashland, County of Boone, State of Missouri, on Tuesday, April 6, 2021, there were cast by the qualified voters of said City the following votes:

Alderman Ward One

| | |
|----------------|----|
| NATHAN VOLKART | 98 |
| LOREN PLANK | 31 |

Alderman Ward Two


| | |
|----------------|-----|
| STEPHANIE BELL | 133 |
|----------------|-----|

Alderman Ward Three

| | |
|-------------------|-----|
| ELISABETH SOBCZAK | 108 |
| DORISE SLINKER | 184 |

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 12th day of April, 2021.

(seal)



Brianna L. Lennon
Clerk of the County Commission
and Election Authority in and for
the County of Boone, State of Missouri



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Jeff Sapp

Telephone Number: Daytime: 573-356-8025 Evening: same

Home Address: 407 W. Broadway
Ashland MO 65010

E-Mail: h1bly308@hotmail.com

Year Current Residence in Ashland Began: 2014

Check Which Board(s) You Are Interested In:

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

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

2 1/2 years on P&Z Fall 2015 - April 2017
4 years as Alderman and Liaison to P&Z 2017-2021

Education Background:

High School Grad
2 years IBEW-NECA Apprenticeship training
30 years in the Construction Industry - Electrician

Community Involvement:

Past commander of American Legion post 152 Ashland, Current
Member of Son's of the American Legion, Past Member of Ashland Lions
and Ashland Optimist

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

If Yes, Name of Person: _____ Relationship: _____

Signed: [Signature] Date: 11 Mar 2021

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

COUNCIL BILL NO. 2021-020

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN
ACCOUNTS WITHIN THE FISCAL YEAR 2021 BUDGET

WHEREAS, the Board of Aldermen has reviewed the revenues & expenditures for the fiscal year budget beginning May 1, 2020; and

WHEREAS, unforeseen circumstances have arisen and the budget estimation accounts are not sufficient.

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

Section 1. The Board of Aldermen hereby authorizes funds to be appropriated as attached and marked as Exhibit "A" hereto and made as if fully set forth herein.

Section 2. The Board further instructs the City Treasurer to make the appropriations as set forth in this ordinance.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

City Attorney

PROPOSED AMENDMENTS TO FY 2021 BUDGET

| ACCOUNT # | NAME | CURRENT BUDGET | PROPOSED AMENDMENT | NEW BUDGET |
|----------------|---------------------------|----------------|--------------------|--------------|
| GENERAL | | | | |
| 10-10-4010 | 1% LOCAL SALES TAX | \$415,000.00 | \$42,000.00 | \$457,000.00 |
| 10-10-4011 | FINANCIAL INSTITUTION TAX | \$400.00 | (\$400.00) | \$0.00 |
| 10-10-4020 | INTEREST INCOME | \$45,000.00 | (\$35,000.00) | \$10,000.00 |
| 10-10-4140 | MISCELLANEOUS INCOME | \$1,500.00 | \$31,500.00 | \$33,000.00 |
| 10-10-4160 | 5% GROSS RECEIPTS AMERENM | \$250,000.00 | (\$75,000.00) | \$175,000.00 |
| 10-10-4165 | 5% GROSS RECEIPTS BOONE E | \$26,000.00 | \$4,000.00 | \$30,000.00 |
| 10-10-4170 | 5% GROSS RECEIPTS MOBILE | \$56,000.00 | (\$16,000.00) | \$40,000.00 |
| 10-10-4600 | LIQUOR & BUSINESS LICENSE | \$2,400.00 | \$200.00 | \$2,600.00 |
| 10-10-5001 | SALARIES-OVERTIME | \$800.00 | (\$500.00) | \$300.00 |
| 10-10-5020 | LAGERS | \$7,200.00 | (\$700.00) | \$6,500.00 |
| 10-10-5030 | HEALTH INSURANCE | \$22,200.00 | \$25,800.00 | \$48,000.00 |
| 10-10-5115 | PROF TRAINING/MILEAGE | \$4,000.00 | (\$3,600.00) | \$400.00 |
| 10-10-5120 | PROF. MEMBERSHIPS | \$2,400.00 | (\$2,100.00) | \$300.00 |
| 10-10-5121 | MMRCOG | \$1,150.00 | \$1,150.00 | \$2,300.00 |
| 10-10-5122 | MML | \$1,451.00 | (\$1,321.00) | \$130.00 |
| 10-10-5210 | LEGAL FEES-CITY ATTORNEY | \$30,000.00 | (\$13,422.00) | \$16,578.00 |
| 10-10-5211 | SPECIAL LEGAL EXPENSES | \$0.00 | \$1,000.00 | \$1,000.00 |
| 10-10-5240 | MISCELLANEOUS EXPENSE | \$1,000.00 | \$3,700.00 | \$4,700.00 |
| 10-10-5244 | CONTINGENCY | \$1,000.00 | (\$1,000.00) | \$0.00 |
| 10-10-5300 | MAINTENANCE & IMPROVEMENT | \$500.00 | (\$231.20) | \$268.80 |
| 10-10-5305 | UTILITIES | \$5,800.00 | (\$2,300.00) | \$3,500.00 |
| 10-10-5360 | TELEPHONE | \$2,400.00 | \$600.00 | \$3,000.00 |
| 10-10-5380 | SERVICE AGREEMENTS | \$34,000.00 | \$22,000.00 | \$56,000.00 |
| 10-10-5638 | ADVERTISING | \$4,000.00 | \$500.00 | \$4,500.00 |
| 10-10-5643 | ELECTION FEES | \$15,000.00 | (\$11,616.00) | \$3,384.00 |
| 10-10-5670 | OFFICE & PRINTING SUPPLIE | \$3,500.00 | \$800.11 | \$4,300.11 |
| 10-10-5680 | POSTAGE | \$200.00 | (\$50.40) | \$149.60 |
| 10-10-5790 | EMERGENCY PREPAREDNESS | \$300.00 | (\$300.00) | \$0.00 |
| 10-10-5815 | SMALL EQUIPMENT | \$200.00 | \$2,107.56 | \$2,307.56 |
| 10-10-5816 | CAPITAL EXPENDITURE | \$12,500.00 | (\$2,500.00) | \$10,000.00 |
| 10-10-5835 | COMPUTER MAINTENANCE | \$9,450.00 | \$4,550.00 | \$14,000.00 |
| 10-11-4110 | BUILDING PERMITS | \$60,000.00 | \$10,000.00 | \$70,000.00 |
| 10-11-4112 | P&Z APPLICATION/SIGN PERM | \$48,000.00 | (\$36,955.90) | \$11,044.10 |
| 10-11-4113 | PROCESSING FEE | \$3,500.00 | \$700.00 | \$4,200.00 |
| 10-11-4120 | DRIVEWAY APPROACH INSPECT | \$1,800.00 | \$400.00 | \$2,200.00 |
| 10-11-4122 | INFRASTRUCTURE DEV. INSPE | \$28,000.00 | (\$13,000.00) | \$15,000.00 |
| 10-11-4124 | RECORDING | \$1,000.00 | (\$724.00) | \$276.00 |
| 10-11-5130 | BUILDING PERMITS | \$54,000.00 | (\$5,059.85) | \$48,940.15 |
| 10-11-5135 | PLANNING AND ZONING/SITE | \$47,000.00 | (\$46,000.00) | \$1,000.00 |
| 10-11-5380 | SERVICE AGREEMENTS | \$16,000.00 | (\$2,422.71) | \$13,577.29 |
| 10-11-5676 | RECORDING | \$1,000.00 | (\$698.21) | \$301.79 |
| 10-11-5678 | INFRASTRUCTURE DEV INSPEC | \$25,000.00 | \$15,000.00 | \$40,000.00 |
| 10-15-4179 | RESTITUTION | \$0.00 | \$57.42 | \$57.42 |
| 10-15-4330 | GRANT INCOME | \$0.00 | \$507.00 | \$507.00 |

| | | | | |
|------------|---------------------------|--------------|--------------|--------------|
| 10-15-4332 | BVP GRANT | \$1,600.00 | \$250.00 | \$1,850.00 |
| 10-15-4335 | DONATIONS | \$0.00 | \$1,048.79 | \$1,048.79 |
| 10-15-4411 | FINGERPRINTING | \$50.00 | \$40.00 | \$90.00 |
| 10-15-4413 | RECOUPMENT FEES | \$500.00 | (\$465.00) | \$35.00 |
| 10-15-4419 | OFF DUTY EMPLOYMENT | \$1,500.00 | (\$1,320.00) | \$180.00 |
| 10-15-5000 | SALARIES | \$338,000.00 | \$37,000.00 | \$375,000.00 |
| 10-15-5001 | SALARIES-OVERTIME | \$7,500.00 | \$500.00 | \$8,000.00 |
| 10-15-5005 | RESERVE OFFICERS | \$6,000.00 | (\$254.67) | \$5,745.33 |
| 10-15-5110 | UNIFORMS/EQUIPMENT | \$3,000.00 | \$2,000.00 | \$5,000.00 |
| 10-15-5112 | AMMUNITION | \$1,000.00 | (\$198.70) | \$801.30 |
| 10-15-5113 | SPECIAL EQUIPMENT | \$1,000.00 | (\$1,000.00) | \$0.00 |
| 10-15-5115 | PROF. TRAINING/MILEAGE | \$2,200.00 | \$300.00 | \$2,500.00 |
| 10-15-5120 | PROF. MEMBERSHIPS | \$50.00 | (\$50.00) | \$0.00 |
| 10-15-5240 | MISCELLANEOUS EXPENSE | \$750.00 | \$23.00 | \$773.00 |
| 10-15-5300 | BUILDING MAINTENANCE & IM | \$2,400.00 | \$700.00 | \$3,100.00 |
| 10-15-5360 | TELEPHONE | \$6,000.00 | \$4,000.00 | \$10,000.00 |
| 10-15-5380 | SERVICE AGREEMENTS | \$18,000.00 | \$3,000.00 | \$21,000.00 |
| 10-15-5420 | VEHICLE & EQUIPMENT MAINT | \$27,000.00 | \$5,000.00 | \$32,000.00 |
| 10-15-5640 | DRUG AND ALCOHOL TESTING | \$130.00 | \$130.00 | \$260.00 |
| 10-15-5670 | OFFICE & PRINTING SUPPLIE | \$2,500.00 | \$400.00 | \$2,900.00 |
| 10-15-5680 | POSTAGE | \$244.20 | \$130.80 | \$375.00 |
| 10-15-5835 | COMPUTERS MAINTENANCE | \$6,000.00 | \$1,300.00 | \$7,300.00 |
| 10-15-5851 | P.O.S.T. | \$500.00 | \$594.23 | \$1,094.23 |

COURT

| | | | | |
|------------|--------------------------|-------------|------------|-------------|
| 15-16-4458 | LAW ENFORCEMENT TRAINING | \$400.00 | \$32.00 | \$432.00 |
| 15-16-4459 | INMATE DETAINEE SECURITY | \$400.00 | \$88.00 | \$488.00 |
| 15-16-4460 | MUNICIPAL CT FINES | \$24,000.00 | \$3,500.00 | \$27,500.00 |
| 15-16-4465 | BOND FORFEITURE | \$1,000.00 | \$195.50 | \$1,195.50 |
| 15-16-5240 | COURT MISCELLANEOUS | \$300.00 | (\$300.00) | \$0.00 |

PARK/STORMWATER

| | | | | |
|------------|-------------------------|--------------|---------------|--------------|
| 18-18-4005 | PARK/STORMWATER TAX | \$200,000.00 | \$7,634.60 | \$207,634.60 |
| 18-18-4335 | PARK DONATIONS | \$300.00 | (\$300.00) | \$0.00 |
| 18-18-5002 | SUMMER SALARIES | \$5,000.00 | \$8,584.00 | \$13,584.00 |
| 18-18-5010 | PAYROLL TAXES | \$3,000.00 | (\$1,200.00) | \$1,800.00 |
| 18-18-5020 | LAGERS | \$1,300.00 | (\$1,100.00) | \$200.00 |
| 18-18-5030 | HEALTH INSURANCE | \$4,850.00 | (\$2,850.00) | \$2,000.00 |
| 18-18-5240 | MISCELLANEOUS EXPENSE | \$1,500.00 | (\$950.00) | \$550.00 |
| 18-18-5241 | FLAG FUND | \$1,000.00 | (\$465.30) | \$534.70 |
| 18-18-5270 | SERVICE AGREEMENTS | \$1,000.00 | \$13,555.00 | \$14,555.00 |
| 18-18-5305 | UTILITIES | \$3,000.00 | (\$1,000.00) | \$2,000.00 |
| 18-18-5420 | VEH & EQUIP MAINTENANCE | \$1,500.00 | (\$400.00) | \$1,100.00 |
| 18-18-5425 | VEH & EQUIP FUEL | \$3,000.00 | (\$1,900.00) | \$1,100.00 |
| 18-18-5604 | STORMWATER REPAIRS | \$50,000.00 | (\$49,900.00) | \$100.00 |
| 18-18-5610 | MAINTENANCE | \$5,000.00 | (\$400.00) | \$4,600.00 |
| 18-18-5621 | STORMWATER MAINTENANCE | \$2,500.00 | (\$800.00) | \$1,700.00 |
| 18-18-5629 | STORMWATER MATERIALS | \$10,000.00 | (\$9,583.98) | \$416.02 |
| 18-18-5800 | ENGINEERING | \$25,000.00 | (\$24,000.00) | \$1,000.00 |

| | | | | |
|------------|----------------------|-------------|--------------|-------------|
| 18-18-5810 | CAPITAL EQUIPMENT | \$2,000.00 | (\$2,000.00) | \$0.00 |
| 18-18-5815 | SMALL EQUIPMENT | \$1,000.00 | (\$500.00) | \$500.00 |
| 18-18-5816 | CAPITAL EXPENDITURES | \$60,000.00 | \$15,000.00 | \$75,000.00 |
| 18-18-5956 | CITY PARK EVENTS | \$7,500.00 | (\$6,500.00) | \$1,000.00 |

STREETS

| | | | | |
|------------|---------------------------|--------------|------------|--------------|
| 20-20-4140 | MISCELLANEOUS INCOME | \$3,000.00 | \$100.00 | \$3,100.00 |
| 20-20-4174 | TRANSPORTATION TAX | \$200,000.00 | \$8,000.00 | \$208,000.00 |
| 20-20-4175 | MOTOR VEHICLE STATE SALES | \$35,000.00 | \$8,000.00 | \$43,000.00 |
| 20-20-4176 | MOTOR FUEL TAX | \$100,000.00 | \$2,000.00 | \$102,000.00 |
| 20-20-4177 | MOTOR VEHICLE FEE | \$18,500.00 | \$1,500.00 | \$20,000.00 |
| 20-20-4178 | ROAD TAX REPLACEMENT | \$158,000.00 | \$2,000.00 | \$160,000.00 |

| | | | | |
|------------|---------------------------|--------------|--------------|--------------|
| 20-20-5000 | SALARIES | \$84,500.00 | \$25,500.00 | \$110,000.00 |
| 20-20-5001 | SALARIES-OVERTIME | \$3,000.00 | (\$2,000.00) | \$1,000.00 |
| 20-20-5020 | LAGERS | \$2,500.00 | \$700.00 | \$3,200.00 |
| 20-20-5030 | HEALTH INSURANCE | \$8,000.00 | \$7,000.00 | \$15,000.00 |
| 20-20-5040 | WORK COMP INSURANCE | \$700.00 | (\$200.00) | \$500.00 |
| 20-20-5110 | UNIFORMS | \$1,000.00 | (\$325.00) | \$675.00 |
| 20-20-5115 | PROF TRAINING/MILEAGE | \$1,500.00 | (\$1,150.00) | \$350.00 |
| 20-20-5125 | PERSONAL SAFETY EQUIPMENT | \$100.00 | \$165.00 | \$265.00 |
| 20-20-5240 | MISCELLANEOUS EXPENSE | \$4,000.00 | \$100.00 | \$4,100.00 |
| 20-20-5300 | BUILDING MAINTENANCE & IM | \$3,000.00 | (\$1,600.00) | \$1,400.00 |
| 20-20-5305 | UTILITIES | \$3,000.00 | (\$1,000.00) | \$2,000.00 |
| 20-20-5380 | SERVICE AGREEMENTS | \$1,000.00 | \$300.00 | \$1,300.00 |
| 20-20-5420 | VEHICLE & EQUIPMENT MAINT | \$10,000.00 | \$100.00 | \$10,100.00 |
| 20-20-5603 | STREET REPAIRS, SUPPLIES, | \$350,000.00 | \$80,000.00 | \$430,000.00 |
| 20-20-5640 | DRUG & ALCOHOL TESTING | \$100.00 | \$95.00 | \$195.00 |
| 20-20-5815 | SMALL EQUIPMENT | \$1,000.00 | \$1,200.00 | \$2,200.00 |
| 20-20-5816 | CAPITAL EXPENDITURES | \$10,000.00 | \$3,000.00 | \$13,000.00 |
| 20-20-5817 | SIGNS & POSTS | \$10,000.00 | \$1,102.06 | \$11,102.06 |
| 20-20-5835 | COMPUTER MAINTENANCE | \$7,000.00 | \$500.00 | \$7,500.00 |

WATER

| | | | | |
|------------|---------------------------|--------------|---------------|--------------|
| 30-30-4020 | INTEREST INCOME | \$40,000.00 | (\$34,000.00) | \$6,000.00 |
| 30-30-4130 | RETURN PAYMENTS | \$300.00 | (\$150.00) | \$150.00 |
| 30-30-4140 | MISCELLANEOUS INCOME | \$1,000.00 | \$1,706.56 | \$2,706.56 |
| 30-30-4245 | WATER INCOME RESIDENTIAL | \$550,000.00 | \$100,000.00 | \$650,000.00 |
| 30-30-4270 | WATER NEW SERVICE | \$48,000.00 | \$10,000.00 | \$58,000.00 |
| 30-30-4290 | RECONNECT FEE | \$17,000.00 | \$1,287.00 | \$18,287.00 |
| 30-30-5000 | SALARIES | \$158,000.00 | \$27,000.00 | \$185,000.00 |
| 30-30-5001 | SALARIES-OVERTIME | \$500.00 | \$25.10 | \$525.10 |
| 30-30-5010 | PAYROLL TAXES | \$13,000.00 | \$300.00 | \$13,300.00 |
| 30-30-5110 | UNIFORMS | \$900.00 | (\$529.00) | \$371.00 |
| 30-30-5115 | PROF. TRAINING/MILEAGE | \$1,500.00 | (\$1,500.00) | \$0.00 |
| 30-30-5120 | PROF. MEMBERSHIP | \$1,500.00 | (\$666.00) | \$834.00 |
| 30-30-5125 | PERSONAL SAFETY EQUIPMENT | \$200.00 | (\$200.00) | \$0.00 |
| 30-30-5240 | MISCELLANEOUS EXPENSE | \$1,000.00 | \$113.00 | \$1,113.00 |
| 30-30-5300 | MAINTENANCE & IMPROVEMENT | \$3,000.00 | (\$2,700.00) | \$300.00 |
| 30-30-5310 | BOONE ELECTRIC | \$9,000.00 | \$4,000.00 | \$13,000.00 |

| | | | | |
|--------------------|---------------------------|--------------|----------------|--------------|
| 30-30-5315 | AMERENMO | \$27,000.00 | (\$7,000.00) | \$20,000.00 |
| 30-30-5360 | TELEPHONE | \$2,000.00 | (\$1,450.00) | \$550.00 |
| 30-30-5380 | SERVICE AGREEMENTS | \$9,000.00 | (\$226.93) | \$8,773.07 |
| 30-30-5420 | VEH & EQUIP MAINTENANCE | \$3,000.00 | (\$2,000.00) | \$1,000.00 |
| 30-30-5425 | VEH & EQUIP FUEL | \$4,500.00 | (\$900.00) | \$3,600.00 |
| 30-30-5600 | MO.ONE CALL LOCATES | \$1,000.00 | (\$380.00) | \$620.00 |
| 30-30-5615 | LAB EXPENSES | \$500.00 | (\$250.00) | \$250.00 |
| 30-30-5618 | CHEMICALS | \$1,500.00 | (\$500.00) | \$1,000.00 |
| 30-30-5628 | MATERIALS | \$75,000.00 | (\$15,000.00) | \$60,000.00 |
| 30-30-5638 | ADVERTISING | \$0.00 | \$327.69 | \$327.69 |
| 30-30-5640 | DRUG & ALCOHOL TESTING | \$100.00 | (\$35.00) | \$65.00 |
| 30-30-5670 | OFFICE/PRINTING/POSTAGE S | \$9,000.00 | (\$3,500.00) | \$5,500.00 |
| 30-30-5810 | CAPITAL EQUIPMENT | \$85,000.00 | (\$19,147.55) | \$65,852.45 |
| 30-30-5815 | SMALL EQUIPMENT | \$500.00 | (\$500.00) | \$0.00 |
| 30-30-5816 | CAPITAL EXPENDITURES | \$280,000.00 | (\$280,000.00) | \$0.00 |
| 30-30-5835 | COMPUTER MAINTENANCE | \$5,000.00 | \$3,900.00 | \$8,900.00 |
| SOLID WASTE | | | | |
| 35-35-4305 | SOLID WASTE-TRASH SERVICE | \$402,000.00 | \$21,000.00 | \$423,000.00 |
| 35-35-4307 | YARD WASTE FEES | \$31,000.00 | \$500.00 | \$31,500.00 |
| 35-35-5670 | OFFICE & PRINTING SUPPLIE | \$6,000.00 | \$500.00 | \$6,500.00 |
| 35-35-5900 | RECYCLING PROGRAM | \$6,540.00 | \$360.00 | \$6,900.00 |
| 35-35-5910 | YARD WASTE DISPOSAL | \$23,000.00 | \$1,000.00 | \$24,000.00 |
| 35-35-5920 | SYSTEM OPERATIONS | \$402,000.00 | \$25,000.00 | \$427,000.00 |
| SEWER | | | | |
| 40-40-4020 | INTEREST INCOME | \$1,300.00 | \$1,200.00 | \$2,500.00 |
| 40-40-4140 | MISCELLANEOUS INCOME | \$10,000.00 | \$24,567.00 | \$34,567.00 |
| 40-40-4246 | SEWER BOND BASE FEE WW | \$109,000.00 | \$4,000.00 | \$113,000.00 |
| 40-40-4280 | SERVICE CHARGE PENALTY | \$14,000.00 | \$2,000.00 | \$16,000.00 |
| 40-40-4315 | SEWER IMPACT FEE | \$45,000.00 | \$20,000.00 | \$65,000.00 |
| 40-40-4320 | SEWER DIST. CONNECT FEE | \$40,000.00 | \$25,000.00 | \$65,000.00 |
| 40-40-4530 | INCOME DEBT SERVICE | \$325,000.00 | \$50,000.00 | \$375,000.00 |
| 40-40-5300 | MAINTENANCE & IMPROVEMENT | \$20,000.00 | (\$16,800.00) | \$3,200.00 |
| 40-40-5310 | BOONE ELECTRIC | \$20,000.00 | (\$8,000.00) | \$12,000.00 |
| 40-40-5315 | AMERENMO | \$60,000.00 | \$15,000.00 | \$75,000.00 |
| 40-40-5355 | LIFT ST. MAINT & IMPROVE | \$55,000.00 | (\$41,000.00) | \$14,000.00 |
| 40-40-5357 | LAGOON MAINT/IMPROVEMENTS | \$200,000.00 | (\$200,000.00) | \$0.00 |
| 40-40-5360 | TELEPHONE | \$2,000.00 | \$5,500.00 | \$7,500.00 |
| 40-40-5380 | SERVICE AGREEMENTS | \$5,000.00 | (\$5,000.00) | \$0.00 |
| 40-40-5601 | COLLECTION REPAIRS | \$75,000.00 | (\$75,000.00) | \$0.00 |
| 40-40-5608 | CONTRACT WORK | \$290,000.00 | \$18,143.94 | \$308,143.94 |
| 40-40-5615 | LAB EXPENSES | \$10,000.00 | (\$10,000.00) | \$0.00 |
| 40-40-5618 | CHEMICALS | \$10,000.00 | (\$10,000.00) | \$0.00 |
| 40-40-5670 | OFFICE & PRINTING SUPPLIE | \$10,000.00 | (\$5,000.00) | \$5,000.00 |
| 40-40-5800 | ENGINEERING | \$100,000.00 | (\$100,000.00) | \$0.00 |
| 40-40-5810 | CAPITAL EQUIPMENT | \$10,000.00 | (\$10,000.00) | \$0.00 |
| 40-40-5835 | COMPUTER MAINTENANCE | \$10,000.00 | (\$4,000.00) | \$6,000.00 |
| 40-41-4248 | 2014 WW BOND REVENUE 6.4 | \$310,000.00 | (\$137,000.00) | \$173,000.00 |

| | | | | |
|----------------|-----------------------|--------------|--------------|--------------|
| 40-41-5533 | WW PLANT CONSTRUCTION | \$310,000.00 | \$237,513.31 | \$547,513.31 |
| 40-41-5534 | WW PLANT ENGINEERING | \$0.00 | \$72,000.00 | \$72,000.00 |
| CAPITAL | | | | |
| 50-51-4390 | CAPITAL SALES TAX | \$200,000.00 | \$8,000.00 | \$208,000.00 |
| 50-51-5880 | GENERAL | \$200,000.00 | \$8,000.00 | \$208,000.00 |



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: April 20th 2021

Re: Liberty Landing North Preliminary Plat

EXECUTIVE SUMMARY:

Preliminary plat review for a new residential subdivision located north of East Liberty Lane, West of Henry Clay and east of Pallis Nichols. Developer of record is Bill Martin with McClure Engineering as the primary Engineering firm. Review was performed by Bartlett and West on behalf of the City of Ashland.

DISCUSSION: This is the 2nd appearance before the Planning & Zoning Commission for approval of the preliminary plat known as Liberty Landing North. This project was tabled during the March 9th meeting. Since the last meeting there has been several emails, meeting and discussions from all interested parties to address the major issues that was needed for this to appear before the P&Z Commission for approval. This preliminary plat has been modified to show lots 185-254 being "future development" Some of the key items include the following:

Sewer: A new pump station will be constructed by the developer on lot 503.

Sidewalks: Developer agrees to have sidewalks added on the north side of Liberty Lane and the developer has agrees to construct sidewalk on lots that are developer owned and/or may not develop. The City is also working the Southern Boone School District to complete the sidewalk connection from the subdivision to the Elementary School.

Traffic Study: The Henry Clay/Liberty Lane intersection is currently over capacity during school drop-off and pick-up. The traffic study also shows that a roundabout is needed currently; however, as traffic increases with development the roundabout will be over capacity as well. Reexamining the Ashland Commons reroute of Main Street and traffic flow for the school's drop-off/pick-up could provide an opportunity to relieve the burden on the intersection. The Traffic Study also assumes that connector streets (Minutemen and Rebellion) to Route M will relieve pressure on the Henry Clay/Liberty intersection. Bartlett and West recommended the installation of a connection to Route M before any final plats beyond the already submitted 28 lot final plat are considered. The developer agreed to add the connections once the development reaches 185 lots, which is the entirety of the preliminary plat.

Storm Water Detention Basins: Maintenance of detention basins and structures will be the responsibility of the HOA and not the City of Ashland.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): No impact

Long Term Impact: Need for a roundabout at Henry Clay and Liberty Lane, currently projected at \$1.5 million in the City of Ashland CIP. This development is not the only factor contributing to the need for this improvement.

SUGGESTED BOARD ACTION:

Planning & Zoning Commission voted to not recommend approval with a 6-2 vote.

Staff recommends approval of the preliminary plat, contingent upon a discussion of what should serve as the trigger for the construction of the connection to Route M. Staff does not have preference on when the connection occurs, only that it does occur.

MEMORANDUM

DATE: April 15, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission does not recommend the approval of the Liberty Landing North Preliminary Plat for Martin Builders on Parcel ID # 24-502-00-00-021.00 and 24-501-00-00-004.00 to the City of Ashland Board of Aldermen.

Carrie Fischer
Administrative Assistant

COUNCIL BILL NO. 2020-021

ORDINANCE NO.

AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR LIBERTY LANDING
NORTH

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

WHEREAS, the staff has reviewed the Preliminary Plat and recommends its approval, contingent upon a discussion of what should serve as the trigger for the construction of the connection to Route M. Staff does not have preference on when the connection occurs, only that it does occur.

WHEREAS, The Planning and Zoning Commission has reviewed the preliminary plat for Liberty Landing North and did not recommend the approval of the preliminary plat for Liberty Landing North at their meeting on April 15, 2021;

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

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

Section 2. The Board of Aldermen approves the preliminary plat for Liberty Landing North.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: April 20th, 2021

Re: South Winds Plat 6

EXECUTIVE SUMMARY:

Approval for Plat 6 of Southwind Subdivision. Developer of record is Winscott Excavation and Construction with McClure Engineering as design firm. Review was performed by Allstate Consultants on behalf of the City of Ashland.

DISCUSSION:

Plat 6 is a continuation of approved and developed subdivision know as Southwind Subdivision located approximately between old 63 and HWY 63 and south of Peterson Rd. Plat 6 will allow for the continued growth of the currently developed subdivision for single family homes. This phase will contain 30 lots numbered 601-630 and encompass the following streets. Kingfisher, Eagle Pass, Biloxi and Tuscaloosa Dr.

FISCAL IMPACT:

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

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Planning & Zoning Commission recommended approval of Phase 6.

Staff recommends: Staff recommends approval of Phase 6.

MEMORANDUM

DATE: April 15, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of the South Wind Final Plat 6 for Winscott Construction on Parcel ID 24-504-00-00-002.03 to the City of Ashland Board of Aldermen.

Carrie Fischer
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL MAJOR PLAT FOR SOUTH WIND PLAT 6

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 South Wind Plat 6 at their meeting on April 15, 2021; 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 South Wind Plat 6, sealed April 09, 2021 meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

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

A tract of land located in the Northeast Quarter of Section 22, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the Survey recorded in Book 1289, Page 905 and also described in the Warranty Deed recorded in Book 4977 at Page 46, all of the Boone County records and being more particularly described as follows:

Beginning at the Southwest Corner of Lot 306 of South Wind Plat 3 as recorded in Plat Book 51 at Page 82 of said Boone County Records; Thence along the South lines of said Plat for the following eight (8) calls; N80° 12'40"E, 120.00 feet to a point on the South right- of- way line of Kingfisher Drive; Thence along said right-of-way line S 09° 47'20"E, 27.48 feet; Thence along a 125.00- foot radius curve to the left, 139.62 feet; said curve having a chord which bears S41° 47'20"E, 132.48 feet; Thence S73° 47'10"E, 45.37 feet; Thence leaving said right-of-way line, S16°12'50"W, 135.00 feet; Thence S73° 47'10"E, 263.22 feet; Thence N13° 37' 30"E, 10.01 feet; Thence S73° 47'10"E, 654.95 feet to the Northwest corner of Lots 523 of South Wind Plat 5 as recorded in Plat Book 54, page 42, Thence along the lines of said plat for the following five (5) calls S16° 12'50"W, 175.00 feet; Thence S73° 47 10"E, 45.26 feet; Thence S16° 12'50"W, 125.00 feet; Thence S73° 47'10"E. 5.43 feet; Thence S16°12'50"W, 370.75 feet to the Southwest corner of Lot 520 of said South Wind Plat 5; Thence N48° 10'30W, 94.26 feet; Thence N73° 47'10"W, 425.00 feet; Thence N55° 00'50"W, 173.94 feet; Thence along a non-tangent 325.00- foot radius curve to the left; 75.01 feet, said curve having a chord which bears N24°45'10"E, 74.85 feet; Thence N71° 25'40"W, 163.25 feet; Thence N11° 20'10"W, 205.20

feet; Thence N 00°27'10"W, 225.83 feet; Thence N83° 28'30"W, 122.48 feet to the Southeast corner of Green Pastures, as recorded in Plat Book 46, Page 51; Thence along East line of said Plat; N09° 56'40W, 315.17 feet to the point of beginning and containing 13.56 acres.

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

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: April 20th, 2021

Re: Selby Hair Salon Tract

EXECUTIVE SUMMARY:

Applicant is seeking approval for the Site Plan associated with the construction of a new hair salon near the Henry Clay/Redbud intersection, and approval of variance request for building setbacks. The property owner is Robert Selby with Allstate Consultants as design firm. Review was performed by MECO Engineering on behalf of the City of Ashland.

DISCUSSION: Due to the construction of the round a bout at the Henry Clay/Broadway intersection the owners of the hair salon located 309 E Broadway are wanting to build a new structure to continue the hair salon business north of the current location. This new location will have parking that is accessed off of Redbud.

Due to the irregular shape of the lot and possible grading issue to allow for ample parking they are asking for a variance to reduce the rear yard setback from 25' to 15'.

FISCAL IMPACT:

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

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Planning & Zoning Commission recommends approval of Site Plan and variance.

Staff recommends approving the Site Plan and variance request.

MEMORANDUM

DATE: April 15, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of the Selby Subdivision Final Plat on Parcel ID# 24-220-00-02-055.00 to the City of Ashland Board of Aldermen.

Carrie Fischer
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL PLAT FOR SELBY SUBDIVISION PLAT 1

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the Selby Subdivision Plat 1 at their meeting on April 15, 2021; 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 Selby Subdivision Plat 1, sealed March 03, 2021 meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

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

A tract of land located in the Southeast Quarter of Section 10, Township 46 North, Range 12 West, Ashland, Boone County, Missouri being part of Lot 7 in Block 3 of Gay's Addition to Town of Ashland recorded in Book 38, Page 89 and being part of the Tract described by the Warranty Deed recorded in Book 490, Page 177 and all the tract described by the Quitclaim deed recorded in Book 5373, Page 61 and being more particularly described as follows:

Beginning at the Westerly right-of-way line of Henry Clay Boulevard at a point being 38.75 feet right of and perpendicular to centerline station 8+38.41 of Henry Clay Boulevard as described by the Warranty Deed recorded in Book 5238, Page 27; Thence from the point of beginning with the lines of said tract, S79°33'50"W, 78.64 feet to a point 77.70 feet left of and perpendicular to centerline station 386+76.96 of State Route M, as described by the Warranty Deed recorded in Book 5362, Page 144; Thence with the South line of said tract, S53°49'35"W, 98.33 feet to a point on the West line of said Lot 7 in Gay's Addition; Thence leaving said South line and with the West line of said Lot 7, N2° 48'10"E, 179.37 feet to the Northwest corner of said Lot 7 on the South line of Redbud Lane; Thence with the South line of said Redbud Lane and the North line of said Lot 7 S87°22'10"E, 273.58 feet to the Northeast corner of the Tract described by said Quitclaim deed recorded in Book 5373, Page 61 and the Westerly right-of-way line of said Henry Clay Boulevard; Thence leaving the South line of Redbud Lane and with said Westerly right-of-way line, S53°02'45"W, 156.87 feet to point of beginning and containing 0.59 acres.

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

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Building Inspector

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: April 20th, 2021

Re: Chapter 10 Plan review fee change

EXECUTIVE SUMMARY:

Proposed changes to Chapter 10 of the City Code, specifically Section 10.197. Plan review fee.

DISCUSSION:

Section 10.197. sets the plan review fee for commercial projects. Plan review fees help in the cost recovery of staff time and resources when projects require a code review of stamped/sealed drawing.

Originally the fee was set at 50% of permit fee with no cap. After this was passed on March 16th there was discussions with the commercial building community that felt that this fee was too high and with the possibility of large construction valuations on future projects a need for a cap on the plan review fee is warranted.

FISCAL IMPACT:

Short Term Impact: + \$10k-\$20k+ per year projected revenue from plan review fees.

Long Term Impact: 10-20 % growth per year.

SUGGESTED BOARD ACTION:

Staff recommends: Staff recommends passage of amended ordinance as proposed.

COUNCIL BILL NO. 2021-024

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 10, PLANNING, ZONING, SUBDIVISIONS,
BUILDING OF THE CITY OF ASHLAND CODE

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

Section 1. Chapter 10, Building Code of the City of Ashland, Missouri.

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

10.197 Commercial plan review fee

Commercial plan review fee shall be set as follows: ~~50%~~ 25% of permit fee with a maximum fee of \$8,000 (eight thousand dollars) when plans are required. If Construction Valuation is not known at time of plan submittal the current ICC Valuation Table will be used to determine plan review fee.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

City Attorney

COUNCIL BILL NO. 2021-020

ORDINANCE NO. 1345

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN
ACCOUNTS WITHIN THE FISCAL YEAR 2021 BUDGET

WHEREAS, the Board of Aldermen has reviewed the revenues & expenditures for the fiscal year budget beginning May 1, 2020; and

WHEREAS, unforeseen circumstances have arisen and the budget estimation accounts are not sufficient.

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

Section 1. The Board of Aldermen hereby authorizes funds to be appropriated as attached and marked as Exhibit "A" hereto and made as if fully set forth herein.

Section 2. The Board further instructs the City Treasurer to make the appropriations as set forth in this ordinance.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

City Attorney

AN ORDINANCE APPROVING THE FINAL PLAT FOR SELBY SUBDIVISION PLAT 1

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the Selby Subdivision Plat 1 at their meeting on April 15, 2021; 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 Selby Subdivision Plat 1, sealed March 03, 2021 meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

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

A tract of land located in the Southeast Quarter of Section 10, Township 46 North, Range 12 West, Ashland, Boone County, Missouri being part of Lot 7 in Block 3 of Gay's Addition to Town of Ashland recorded in Book 38, Page 89 and being part of the Tract described by the Warranty Deed recorded in Book 490, Page 177 and all the tract described by the Quitclaim deed recorded in Book 5373, Page 61 and being more particularly described as follows:

Beginning at the Westerly right-of-way line of Henry Clay Boulevard at a point being 38.75 feet right of and perpendicular to centerline station 8+38.41 of Henry Clay Boulevard as described by the Warranty Deed recorded in Book 5238, Page 27; Thence from the point of beginning with the lines of said tract, S79°33'50"W, 78.64 feet to a point 77.70 feet left of and perpendicular to centerline station 386+76.96 of State Route M, as described by the Warranty Deed recorded in Book 5362, Page 144; Thence with the South line of said tract, S53°49'35"W, 98.33 feet to a point on the West line of said Lot 7 in Gay's Addition; Thence leaving said South line and with the West line of said Lot 7, N2° 48'10"E, 179.37 feet to the Northwest corner of said Lot 7 on the South line of Redbud Lane; Thence with the South line of said Redbud Lane and the North line of said Lot 7 S87°22'10"E, 273.58 feet to the Northeast corner of the Tract described by said Quitclaim deed recorded in Book 5373, Page 61 and the Westerly right-of-way line of said Henry Clay Boulevard; Thence leaving the South line of Redbud Lane and with said Westerly right-of-way line, S53°02'45"W, 156.87 feet to point of beginning and containing 0.59 acres.

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

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

City Attorney

4-20-2021

A RESOLUTION ADOPTING THE UTILITY PROCEDURES MANUAL IN ACCORDANCE WITH
CHAPTER 14, SEWER, WATER AND SOLID WASTE

Article 1. The Staff has reviewed the Utility Procedures Manual and has made clarifications and changes to the existing manual.

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

Article 2. The Board of Aldermen hereby adopts the Utility Procedures Manual in its entirety as attached.

Passed this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

UTILITY PROCEDURE MANUAL

City of Ashland, Missouri

In accordance with
Chapter 14
Sewer, Water and Solid Waste



Updated April 2021

Table of Contents

| | |
|-------------------|--|
| Page 1 | Cover |
| Page 2 | Table of Contents |
| Page 3 | Sewer Rates |
| Page 4 | Water Rates |
| Page 5 | Trash Rates |
| Page 6-7 | Deposit Rates |
| Page 8 | Additional Charges on Utility Billing |
| Page 9-11 | Customer Utility Contract |
| Page 12 | Utility Account Transfers |
| Page 13 | Utility Account Customer Disconnect |
| Page 14 | Disconnect/Shut Off |
| Page 15 | Utility Bill Assistance |
| Page 16-17 | Utility Billing Payment Agreements |
| Page 18-19 | ACH Utility Billing |
| Page 20 | Returned Utility Payments |
| Page 21 | Winter Suspension of Services |
| Page 22 | Utility Adjustments |

Sewer Rates

Sewer Rates in the City Limits of Ashland:

- 1.) Base charge for sewer service is \$22.75.
- 2.) The rate for sewer service is \$5.25/ 1,000 gallons consumed.
- 3.) Waste Water Bond fee is \$5.00

Angel Lane Sewer Rates:

- 1.) Base charge for sewer service is \$12.46.
- 2.) The rate for sewer service is \$4.86/ 1,000 gallons consumed.

The base rate is a fixed amount assessed monthly to each residence or establishment that is designed to offset fixed costs of operating the sewer department. Some examples of fixed costs are rent, debt service and certain other maintenance costs. Base rate charges will be prorated each month per meter regardless of consumption. The base rate provides a steady revenue stream that is not subject to the fluctuations seen in sewer consumption charges. Base rates and consumption rates are evaluated periodically to ensure the City of Ashland is adequately funded for day to day operations, future projects as well as maintenance. The laws of the State of Missouri, the Ordinances adopted by the City, as presently existing, may be amended from time to time, increasing sewer rates.

Water Rates

Water Rates in the City Limits of Ashland:

- 1.) Base charge for water service is \$8.90.
- 2.) The rate for water service is \$4.71/ 1,000 gallons consumed.

The base rate is a fixed amount assessed monthly to each residence or establishment that is designed to offset fixed costs of operating the water department. Some examples of fixed costs are rent, debt service and certain other maintenance costs. Base rate charges will be prorated each month regardless of consumption. The base rate provides a steady revenue stream that is not subject to the fluctuations seen in water consumption charges. While most utilities have base rates, it is typical to see varying amounts due primarily to the size of the utility. Base rates and consumption rates are evaluated periodically to ensure the water department is adequately funded for day to day operations and future maintenance. The laws of the State of Missouri, the Ordinances adopted by the City, as presently existing, may be amended from time to time, increasing water rates.

Irrigation Meters:

***The City of Ashland will be responsible for the installment of meters for lawn irrigation systems only if the meter is purchased at the time of building permit issuance.**

If a homeowner/buyer would like to install an additional meter after the permit is issued, the home is purchased or after construction is completed, they are required to purchase the meter through the City of Ashland. The installation and all responsibility will be at the discretion of the lawn irrigation or plumbing company. The City of Ashland will only be responsible for reading the meter and meter maintenance.

Trash Rates

Trash removal for the City of Ashland is contracted thru a third party. The City of Ashland is responsible for the billing of trash services.

Residential Trash Rates in the City Limits of Ashland:

- 1.) Each customer is charged a collection fee of \$2.00 monthly.
- 2.) The monthly charge for residential trash service is \$12.11
- 3.) An additional trash receptacle may be requested for \$6.36 per month.
- 4.) Recycling Fee of \$1.00 per month on all residential accounts.
- 5.) Yard Waste Fee of \$1.50 per month on all residential accounts.

Commercial Trash Rates in the City Limits of Ashland:

- 1.) Each commercial customer is charged a collection fee of \$2.00 monthly.
- 2.) Commercial rate tables vary depending on the needs of the commercial customer.
- 3.) Some commercial properties share or have a pre-designated trash receptacle chosen by the owner of the property. Commercial tenants of the property can not have this receptacle moved or services amended, only the owner of the property can make changes in service.

The Ordinances adopted by the City, as presently existing, may be amended from time to time, increasing trash rates.

Reference: Chapter 14—14.630 Service Charges

Reference: Chapter 14—14.645 Penalties

Deposit Rates

Residential Deposit Rate in the City Limits of Ashland:

- 1.) Residential deposit on utility service is **\$90.00**.
- 2.) Deposits are applied to the final bill when a customer account is closed. Any remaining deposit will be refunded to the customer.

Residential Rental Deposit Rate in the City Limits of Ashland:

- 1.) Residential Rental deposit on utility service is **\$150.00**.
- 2.) Deposits are applied to the final bill when a customer account is closed. Any remaining deposit will be refunded to the customer.

Commercial Deposit Rate in the City Limits of Ashland:

- 1.) Commercial deposit on utility service is **\$150.00**.
- 2.) Deposits are applied to the final bill when a customer account is closed. Any remaining deposit will be refunded to the customer.

Reference: Chapter 14—14.175 and Appendix C-3 Water Deposits

Deposit Rates Continued

Landlords/Property Owners/Property Management Companies

At this time, the City of Ashland does not require Landlords, Property Owners or Property Managers to place a deposit of a \$150.00 on rental properties either owned or managed inside the City of Ashland.

When tenants vacate the property, unless another tenant immediately signs up for service, the property is placed back into the Landlord's, Property Owner's or Property Manager's name. .

Builders/Contractors

At this time, the City of Ashland requires builders/contractors to place a deposit on any properties that are under construction and have active water meters. Deposit rate is based on the type of construction. Accounts for these properties are created in the contractor/builder name after the building permit has been processed. From this point on the builder/contractor will receive monthly billings for water/sewer used.

There are no exemptions from the deposit requirement. Persons requesting water service for a building under construction shall pay a deposit based on the intended use of the building.

Commercial Meters

In the case of commercial water meters greater than one inch but less than two inches the Ordinances adopted by the City, as presently existing, may be amended from time to time to increase the amount of deposit placed on commercial accounts due to the size of the water meter and the estimated consumption.

Reference: Chapter 14-Sub Chapter B-Article III- Section 14.175 and Appendix C-3 Water Deposits

Additional Charges on Utility Billing

Additional Charges:

1.) Late Charge: a **10%** charge will be added to each utility bill if payment is not received by the **15th** of the month at **5:00 p.m.** If the 15th of the month falls on a weekend or holiday, the customer has until 5:00 p.m. the following business day before the charge is assessed.

2. Final Notice Charge: If the bill is not paid by **5:00 p.m.** on the **25th** of the month, a **\$10.00** charge is assessed and a final notice is sent. The FINAL NOTICE will state the last day to make payment (before shut-off). If the 25th lands on a weekend or holiday, the customer has until 5:00 p.m. the following business day.

3.) Customer's disputing charges can contact the City Hall.

Failure to receive a bill does not relieve the customer of the liability for payment. The City Water Department is not responsible for the U.S. Postal Service. It is the customer's responsibility to contact the City if their bill is not received the first week of the month.

Reference: Chapter 14—14.115 Billing and Collection Procedures (Sewer)

Reference: Chapter 14—14.205 Billing and Collection Procedures (Water)

Disconnect/Shut Off:

Final Delinquent/Shut Off:

- 1.) Customers who have not paid their utility bill by 5:00 p.m. on the date listed on the FINAL NOTICE sent will be disconnected the following day.
- 2.) To have service reconnected, customers will pay a \$75.00 **final delinquent** fee during normal business hours, 8:00 a.m.— 4:00 p.m., Monday through Friday.
- 3.) After hours (after 4:00pm) and weekend re-connects will not occur unless deemed an emergency situation by the City Water Superintendent. In the event the Water Superintendent does deem the situation an emergency a \$150.00 re-connect fee, in addition to the delinquent bill must be paid.
- 4.) The City of Ashland Water Superintendent has the authority to delay customer disconnects when the situation has the potential to damage the City meter or when weather does not permit. At the direction of the Water Superintendent disconnects will may be delayed due to temperature or when more than 2 inches or more of snow covers the ground.

Reference Chapter 14—14.205 Billing and Collection procedures (Water)

Customer Utility Contract

Residential, Commercial or Rental utility customers:

Any former customer who has moved back into the City of Ashland shall not receive service until all their old accounts and all relevant charges are paid in full.

1.) Prior to receiving utility services a contract for water, sewer, and trash is completed. The customer provides the lease agreement or deed for the service location and identification. These are copied and attached to the contract. The customer contract is reviewed and the City data base searched to see if any prior delinquent utility balances are owed to the City by the customer or anyone else named in the contract, lease or deed before the contract is approved. If a prior balance exists, the balance must be paid in full before new services are connected.

2.) Required deposit on the account:

| | |
|--------------------------------------|---------------|
| Residential | 90.00 |
| Commercial | 150.00 |
| Residential Rental Properties | 150.00 |

At this time, the City of Ashland does not require Landlords, Property Owners or Property Managers to place a deposit of a **\$150.00** on rental properties either owned or managed inside the City of Ashland. When tenants vacate the property, unless another tenant immediately signs up for service, the property is placed back into the Landlord's, Property Owner's or Property Manager's name. Landlords, Property Owners or Property Managers can specifically request no services to the commercial or residential rental property, in which case the meter to the property is locked and no billing is generated.

At this time, the City of Ashland requires builders/contractors to place a deposit on any properties that are under construction and have active water meters. Accounts for these properties are created in the contractor/builder name after the building permit has been processed. When meters are installed, they are locked. Once the builder/contractor is ready to receive water services they can contact City Hall and the account is activated once the deposit is paid. From this point on the builder/contractor will receive monthly billings for water/sewer used.

There are no exemptions from the deposit requirement. Persons requesting water service for a building under construction shall pay a deposit based on the intended use of the building.

3.) A service order is created for a member of the Public Works Department so the city can obtain a meter reading.

4.) The customer information is entered into the Summit data base to set up billing.

5.) The customer will begin receiving a utility bill from the City of Ashland approximately 25 days after service is activated.

6.) The customers service order, contract, copies of lease/deed and identification are retained by the Utility Department.

7.) Commercial rental customers are unable to receive services until inspections are completed for the commercial space.



Customer Name: _____

Date: ____/____/____

RESIDENTIAL/RENTAL/COMMERCIAL
WATER, SEWER AND TRASH CONTRACT FOR THE
CITY OF ASHLAND, MISSOURI
P O BOX 135
ASHLAND, MISSOURI 65010

The undersigned, being the owner or occupant of land located within the City of Ashland, hereby makes application to connect to Water and Sewer utilities and to utilize Trash Services provided by the City agrees to the following conditions:

1. To activate services from the City, for water, sewer and trash services I hereby tender a **deposit**. This guarantees that my bills will be paid monthly. The deposit will be refundable when services are discontinued and all charges and bills are paid. **Deposits may not be transferrable.**
2. Pay minimum water, sewer and trash service fees from the time service is made available by the City. Any changes made in the minimum monthly water and sewer charge and the trash fee rate schedule by the Board of Aldermen of the City shall become a part of this agreement as though fully set out herein.
3. Bills not paid by the due date shown on the bill shall be subject to a penalty charge. Failure to pay a bill by the date shown on the statement from the City shall result in penalties and discontinuance of service, provided arrangements have not been made with City Hall for payment.
4. The water and sewer supplied by the City shall be for the sole use of the undersigned. Each meter service shall supply water to only one residence or business establishment located on land within the City limits of Ashland.
5. After water and sewer service is made available the same is discontinued or disconnected for any purpose, putative to the Ordinance of the City, reconnection shall be upon the conditions set out in the Ordinance of the City.
6. The undersigned agrees that he/she will make no physical damage to the water and sewer system or the meter service of the City Representatives of the City may at any reasonable time come on the premises or where the water or sewer are being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.
7. The laws of the State of Missouri, the Ordinances at City, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.
8. The applicant agrees, if applicant is the owner of the premises to be served, to furnish the City with all easements required by the City for service line and main line.

I, the undersigned do agree upon the above mentioned terms.

Customer Signature: _____ Date: ____/____/____

Customer Signature: _____ Date: ____/____/____



UTILITY CUSTOMER CONTACT INFORMATION

Service Date: _____ / _____ / _____

Service Address: _____

Mailing Address: (If Different) _____

First Name: _____

Middle Initial: _____

Last Name: _____

Date of Birth: (mm/dd/yyyy) _____ / _____ / _____

US Resident? Yes: _____ No: _____

Social Security Number: _____ - _____ - _____

Drivers License #: _____

Phone: (Day) (____) _____ - _____

Phone: (Evening) (____) _____ - _____

E-mail Address: (optional) _____

Employer: _____

Employer Phone #: (____) _____ - _____

If Renting-

Landlord Name: _____

Landlord Phone: (____) _____ - _____

Additional Persons Allowed to Contact Customer Service Concerning this Account

If you do not enter any names here, no one else will be able to contact customer service on your behalf.

Spouse: _____

Roommate/Other: _____

Utility Account Transfers

When a utility customer wishes to transfer immediate/same day service from one address to another in the City the following process is followed:

- 1.) The customer must notify the City before 3:00 p.m. to have the service transferred the same day. If notification comes after 3:00 p.m., the transfer will be on the next business day.
- 2.) The customer will provide City Hall with a new customer contract, copy of lease or deed as applicable.
- 3.) Customer will provide identification, such as a Missouri Drivers License.
- 4.) Any balance on the existing account should be paid in full.
- 5.) The customer can choose to have their deposit transferred to the new account or use the deposit towards the final bill for the account subject to closure. If the customer chooses to use the deposit for the account that is closing a new deposit is collected for the new account.
- 6.) Customers who are moving from one residence to another, but choose to have utilities services on at both locations, are not eligible for a transfer of services.

****ALL ACTIVE ACCOUNTS MUST HAVE A DEPOSIT ASSOCIATED WITH THEM.**

The City of Ashland does not charge a fee for transfer of service at this time.

Utility Account Customer Request Disconnect

Utility Customers can contact City Hall for disconnections.

City staff will process the service order for the disconnect updating the address field on the account to reflect a valid address for the final bill.

City staff will also verify and/or update phone numbers on the account as necessary.

Customers will be informed of any outstanding balances on their account. City staff will verify date of disconnect and cover the final billing process.

The final bill will consist of any outstanding balances plus charges to the date of disconnect. Account deposit will be applied to the account if applicable. The customer is still responsible for any and all outstanding balances.

Once the deposit is added if there is a credit balance, the City will mail a refund check to the customer.

A note in the customer account will be added for customers who state they do not intend to pay balances owed or who do not give forwarding address information. The note will reflect the **customer is not eligible for services inside the City limits of Ashland until all prior delinquent balances are paid.**

Rental accounts will automatically be placed back into the landlord name and remain active.

Meters will be locked if a customer requests disconnection of services and no landlord, property management company or new home owner exist on record so services can be transferred into a responsible parties name.

Utility Bill Assistance:

The City of Ashland does not offer any Utility Billing Assistance Programs, such as budget billing or financial assistance to those on a limited income.

However, the City of Ashland does work with the State of Missouri, Boone County, City of Columbia Department of Public Health and Human Services.

The Division of Human Services provides assistance for water bills for eligible families with children under the age of 18, disabled adults and seniors (age 60 and older). To be eligible the customer can pick up an application from City Hall. The applicant's household income must be at or below 150% of the federal poverty level and the utility account must be in the eligible applicant's name.

Utility assistance is available to a household one time per calendar year; the maximum amount of assistance is \$275.00. Assistance is provided by a random selection of eligible applications on or around the first of the month.

Packets for this Utility Assistance Program are available at City Hall.

Utility Billing Payment Agreements

Utility customers in the City of Ashland are allowed two payment agreements for their utility bills each *calendar* year. ***Customers may not use the Utility Billing Payment Agreement to circumvent penalties. Utility Billing Payment Agreements can be submitted once the customer receives their final notice.***

Payment agreement dates will not be extended beyond 10 business days from the payment agreement date.

During the agreement period given to the customer disconnection of services will not occur.

The customer requesting the agreement must come into City Hall and fill out a utility payment agreement form and the request is approved by the Utility Clerk.

The utility payment agreement form, after being approved and entered into the data base will be retained by the Utility Department.



UTILITY BILL PAYMENT AGREEMENT FORM

No one except the person whose name is currently on the account or the legal spouse of said person can request any action on an account.

Name: _____ Phone: _____

Service Address: _____

Extended Date Requested: _____ Acct #: _____

Amount Due: _____ Agreement #: _____

PAYMENT AGREEMENT EXTENSION WILL NOT EXCEED 10 BUSINESS DAYS

NO MORE THAN TWO (2) AGREEMENTS WILL BE GRANTED IN A CALENDAR YEAR.

I, the below signed customer, understand that if this account is permitted to remain delinquent past the extended date, service will be disconnected and I will owe an additional delinquent fee if restored before 4:00 p.m. No after hour reconnections are available.

Customer Signature: _____ Date: _____

APPROVED BY:

Signature: _____ Date: _____

ACH Utility Billing

The City of Ashland allows utility customers to sign up to have their utility payment automatically withdrawn from their bank account on the 15th of each month.

The customer fills out an Automatic Payment Withdrawal Authorization Form. This form (see next page) must be accompanied with a voided check or savings account deposit slip.

This form MUST be received no later than the 11th of a given month to have the automatic withdrawals begin for the next months billing. This is because the first month the form is received the City will pre-authorize the account and no charges will be deducted. If there are no errors with the pre-authorization, then the customer will begin having their payments automatically deducted the following month on the 15th.

The customer will receive their utility bill as normal at the end of each month, and the bill will show that the customers automatic withdrawal is set up and notify them not to send in a payment.

The customers utility payment will be deducted every month thereafter on the 15th (or next business day in the case of weekend or holiday) until the City is notified that the customer would like to remove their account from automatic withdrawal. Notice MUST be given prior to the 11th of the month the customer would like this service discontinued. If notice is received after the 11th of the month, the customer will be removed from automatic withdrawal the following month.

Returned Utility Payments

Any customer who has a payment (Check or ACH) that is returned to the City for any reason will be required to pay a \$25.00 returned payment fee.

The Utility Clerk will print a door hanger to notify the customer that their payment was returned. The customer will be given two business days to pay the returned payment amount and fee with cash or money order.

If the customer does not pay for the returned payment within the two days allowed, the customers utilities will be disconnected. Re-connection fees will apply should the customer be disconnected.

If the customer fails to pay for the returned payment and fee within ten business days, the City will assume they are not going to make good on the payment. At this time, the City will begin the procedure with the Boone County Prosecutor to prosecute the customer for the returned payment.

Winter Suspension of Services

Customers who leave out of town for the winter can contact City Hall and request their trash services be suspended.

The Customer must provide a date of return and an address that bills can be sent to.

City Hall staff will note in the current data base when their expected return date is and notify Republic Waste Services that no trash pick up will be necessary at the location.

A request can be made to the Public Works department to have the meter turned off. A second request is made when the meter is turned back on and services are re-activated.

Customers will be notified that they will continue to be billed monthly for water and sewer services. This is due to the potential for consumption at the location during the time the customer is gone, either due to third parties checking on the location or guests staying at the location.

Customers are always welcome to pay in advance for services, leaving their accounts with credit balances that cover charges billed while they were gone.

Should a customer have an irrigation meter and it is not in use during winter months, the customer can request this service be suspended. The customer must have their meter serviced and/or winterized, shutting the meter off. The customer must also furnish a date to reactivate the account. It is the customer's responsibility to notify the City that the irrigation meter has been serviced and is now off.

Utility Adjustments (Leak Adjustment Policy)

Customers who have experienced a significant increase in their monthly utility bill due to a water leak may complete a Utility Adjustment Form (attached) describing the reason for their request. Only one adjustment per calendar year is permitted.

Requests for an adjustment must include a detailed explanation of the reason for the request, i.e. water leak under house, and be accompanied by documentation showing that the repairs have been made.

The City Administrator has the authority to adjust the *sewer charge* up to a maximum amount of \$800.00. Exceptions may be made for Commercial Utility Accounts. No adjustment to the bill for water services will be allowed.

In order for an adjustment to be considered, the customer's billed sewer charges must be a minimum of \$100.00 over the average of three months' prior bills for the account.

The City Administrator or designee will review the request and determine if the adjustment is warranted and to what the extent an adjustment will be made. If the customer believes the adjustment offered or denial of an adjustment is not acceptable, the customer can appeal the decision to the Board of Aldermen.

Resolution adopted 7-7-2020



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine, City Administrator

Board Meeting Date: April 20, 2021

Re: Appointment of City Counselor (Attorney)

EXECUTIVE SUMMARY: This Resolution authorizes the engagement of Lauber Municipal Law, LLC in conjunction with their appointment as the City's attorney for FY22.

DISCUSSION: Anticipating the complexity of legal issues on the horizon with respect to development, possible use of economic incentives and other complex matters, I am recommending that the City consider the appointment of Lauber Municipal Law, LLC of Jefferson City as the City's Attorney for FY22. (Proposal attached).

Our current City Attorney, Jeff Kays, also serves as City Prosecutor, a role he has been filling since 2012. My recommendation is that he be retained in this role for FY22 with one change to his compensation. The substantial increase in the number of cases he has been handling each month while still being paid a flat rate of \$1,000/month (since 2016) justifies a change from the flat rate to \$150/hour.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$175/hour for basic services for Lauber's work as City Attorney.

Long Term Impact: \$0

SUGGESTED BOARD ACTION: Authorizing the Mayor to sign an agreement with Lauber Municipal Law Firm, LLC for legal services required by the City in conjunction with the firm's appointment as the City's Attorney for FY22.

RESOLUTION 4-20-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
LAUBER MUNICIPAL LAW, LLC. FOR LEGAL SERVICES

Whereas, the Board of Aldermen has reviewed the contract for legal services and furthermore wishes to enter into a contract with Lauber Municipal Law, LLC.

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

The Board of Aldermen hereby authorizes the Mayor to enter into a contract with Lauber Municipal Law, LLC. for the legal services as set out in the contract and marked as Exhibit "A".

Passed and adopted this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

JEFFREY R. KAYS

Attorney at Law

Kays Law Office, LLC

509 East Broadway, PO Box 284 Ashland, Missouri 65010
573-657-0098 jeff@kayslaw.com www.kayslaw.com

March 12, 2021

Richard Sullivan, Mayor
Tony St. Romaine, City Administrator
City of Ashland
Ashland, MO

Re: Salary Proposal for City of Ashland Attorney and Prosecutor

Dear Richard and Tony,

Regarding my request for a review of compensation paid to my office for the position of City Attorney and Prosecuting Attorney, I would like to propose the following:

- City Attorney compensation remain the same at the rate of \$150.00 per hour. This has been the rate since 2018.
- Prosecuting Attorney compensation be changed from a flat rate of \$1000.00 per month to the same billable rate as the City Attorney compensation in the amount of \$150.00 per hour.

When I first started as City Prosecutor in 2012 I was paid \$600 a month flat fee. We averaged about 25-30 cases on the docket each month. In 2016 this was increased to \$1,000 a month. I believe these rates have been well below market value considering the time and resources spent on this function. We have gradually, over the years, found an increase in the number of tickets being written. Recently there has been a sudden and substantial increase in tickets in cases.

March 2021 docket was the largest I have seen at 83 cases. This of course pulls more of my time and resources to handle each case. Over the years, April and I have developed a system to handle even the largest volume of cases very efficiently. We have great working relationships with the City staff, Ashland Police Department staff, Boone County Clerk staff, Judge Shaw and the Boone County defense attorneys we see on a regular basis. We estimate that we spend about 15-20 hours per month currently. More defendants have been demanding trials over the last year and a half. (I estimate my record to be 11-1 at this time.) I believe a rate of \$150 an hour will more fairly compensate the City Prosecutor position for when we see a significant increase in work, as well as fair for the City during those times there is not as much work.

I have attempted to find comparable municipal prosecutor salaries and attached hereto. Most of the cities with similar populations also have other variables such as where they are located in St. Louis or Jackson Counties. These cities often have prosecutors being paid between \$60,000 and \$80,000. More rural cities our size show salaries around \$15,000 to \$35,000. (this information is about 5 years old, so I would expect those numbers have climbed somewhat).

If you have any questions, please feel free to reach out to me.

Sincerely,

Jeffrey R. Kays

City Prosecutor compensation these figures are from 2016.

| <u>NAME</u> | <u>POP</u> | <u>ANNUAL PAY</u> |
|--|------------|--|
| City of Centralia (Boone Co.) | 4157 | \$15,385 |
| City of Fredericktown (Madison Co.) | 4080 | \$10,200 + 115/hour (City atty and CityPA) (Hourly is usually \$3,500 to \$7,000 per month.) |
| City of Woodson Terrace (St. Louis Co.) | 4065 | \$17,650 |
| City of Ashland (Boone Co.) | 3823 | \$12,000 |
| City of Camdenton (Camden Co.) | 3811 | \$35,000 (City attorney and City PA) |
| City of Holts Summit (Callaway Co.) | 3420 | \$20,000 |

City Prosecutor billing

.2 hours billed for each ticket: setting up each new ticket (making a file, reviewing report, processing through PA portal)

Approximately 4 hours in court each month

Approximately 2 hours each month talking to defendants, attorneys and amending charges

Approximately 2 hours each month preparing the docket for court

Approximately .5 hours each month communicating with officers and preparing them for court

Approximately 1 hour each month preparing for trials, interviewing witnesses and reviewing body cam footage



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Response to Request for Qualifications
for City Attorney Services

Ashland, Missouri

Principal Contact for Firm:

Nathan M. Nickolaus
308 E. High St., Suite 108
Jefferson City, MO 65101
Office Phone (660) 672-4597



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

February 10, 2021

City of Ashland, Missouri
c/o Tony St. Romain, City Administrator
102 3rd St
Ashland, MO 65058

Re: Request for Qualifications – Legal Services

Dear Mr. St. Romain:

Thank you for the opportunity to make a proposal to offer our services to the City of Ashland (the “City”). We believe that the City will find our firm is highly qualified to provide the requested legal services. Lauber Municipal Law, LLC, (“LML”) was established in 2010 for the sole purpose of serving local governmental entities of all types and sizes. I and the six other attorneys in our firm have dedicated our legal practice to the representation of Missouri municipal clients exclusively.

We are a full-service municipal law firm that is equipped to provide a complete spectrum of city attorney services under one roof. Our attorneys have experienced Missouri municipal law in virtually every facet, whether as in-house or contract general counsel; charter or statutory cities; large or small populations. Our goal is to meld this previous experience together to provide a high-quality “big firm” work product while providing the flexibility, personal responsiveness, and cost-effectiveness of a small firm.

We believe the fact that we have devoted our entire practice to municipal law is our greatest strength. This means that if appointed by the City, even at times when we are not specifically representing the City, we typically are assisting other city clients with issues that have, or likely will arise, in Ashland. Our time away from the City’s issues would not be spent handling a personal injury case for one client or providing estate planning advice to another. That is how our clients benefit from the synergy of our focused practice - municipal law is what we do.

Enclosed please find the City’s requested information. We are excited about the opportunity to continue to represent the City of Ashland in this capacity and are looking forward to hearing from you soon. If you have any questions about this information or desire any clarification, please feel free to contact me.

Sincerely,

LAUBER MUNICIPAL LAW, LLC

Nathan M. Nickolaus

FIRM HISTORY AND PHILOSOPHY

In 2010, Joe Lauber established Lauber Municipal Law, LLC, for the sole purpose of serving local governmental entities of all types and sizes. The firm was established with the purpose of making the resources and expertise of a “big firm” available to Missouri cities. Joe is a Fellow of the International Municipal Attorney’s Association. Joe’s personal experience includes a highly successful career with one of Kansas City’s largest law firms, as well as a practice focused exclusively on Missouri economic development law at the region’s busiest bond firm, and practicing at a boutique municipal law firm in the Kansas City metro area. LML’s goal is to blend big firm expertise while providing the flexibility, personal responsiveness, and cost-effectiveness of a small firm. As a result, the firm has grown exponentially, with the addition of six attorneys and an office in mid-Missouri.

As the firm has grown, we have added attorneys who also have extensive experience and a sharp focus on municipal law.

- Jennifer Baird has over 15 years of exclusive municipal law experience and is the City Attorney for seven Missouri cities. She previously worked as an Assistant City Attorney for the City of Lee’s Summit, as well as an associate attorney at the same boutique municipal law firm for which Joe worked.
- Jeremy Cover has over 10 years’ experience, including being the Deputy City Attorney for the City of Jefferson City. He is currently the city attorney for eight Missouri cities and a prosecutor for numerous others.
- Nathan Nickolaus has 30 years of experience in municipal law and economic development including almost 10 years as the City Attorney for the City of Jefferson City. He was appointed General Counsel of the Missouri Department of Economic Development by Governor Nixon and served over two years as the City Administrator for Jefferson City. In addition to his law degree, Nathan has a Master’s Degree in Public Administration (LLM).
- Jeff Deane brings extensive litigation and administrative law experience to the firm, including 7 years as in-house counsel to the City of Independence. He currently serves as the prosecutor for several cities.
- Kelly L. St. John joined the firm in 2020 and practices in the areas of general municipal law, prosecution, and litigation. After law school, Kelly was a judicial law clerk for the Honorable George Wolf, at the Circuit Court of Jackson County, Missouri.
- Sarah E. Carnes joined the firm in 2020 and practices in the areas of general municipal law; public entity litigation; public contracts; ordinance, code, & charter drafting; and other general municipal issues. Prior to joining the firm, she served as the Utilities Counselor for the City of Independence,

Our commitment to excellence and integrity is reflected in the fact that we are the only firm in Missouri to have two Lou Czech award winners. The Lou Czech award honors attorneys who have exhibited excellent character, ethics, and support of municipal law throughout their careers. Nathan Nickolaus won the award in 2012 and Joe Lauber won it in 2020.

These years of municipal law experience mean that there are few issues that we have not encountered. We draw from our wealth of experience with cities of all shapes and sizes to give each of our clients cutting edge advice and guidance.

At Lauber Municipal Law, we completely understand public entities’ need to obtain the most effective representation possible while considering the fact that these services are compensated from a

budget made up of public funds. As our firm's motto indicates, we are proud to serve those who serve others—and our genuine desire is to make that job easier and less stressful for the elected officials and administrative staff of these entities.



FIRM AND MEMBER INFORMATION

Firm or individual name and contact information, including e-mail and website addresses and year organized.

Lauber Municipal Law, LLC.

The website address is <https://www.laubermunicipallaw.com>

Email for principal contact for Ashland, Nathan Nickolaus is

NNickolaus@laubermunicipal.com

Email for firm principal, Joe Lauber is JLauber@laubermunicipal.com

The firm was organized in 2010

Principal Office:

250 NE Tudor Rd.
Lee's Summit, MO 64086
Office Phone (816) 525-7881

Central Missouri Office

308 E. High St., Suite 108
Jefferson City, MO 65101
Office Phone (660) 672-4597

Summary of qualifications, specializations, experience (including municipal), professional affiliation, special training, availability, Missouri Bar license numbers, and contact information for key personnel and proposed lead and back-up attorneys for the City.

All attorneys in the firm dedicate their practice exclusively to the practice of municipal law; no attorneys practice outside of municipal law. Specifically, each of our attorneys is highly experienced with all facets of general municipal law, the Missouri Sunshine Law, and general contract law. For detailed information on each attorney, please see Appendix B. Additionally, our attorneys have developed individual niche practice experience in the following areas:

- a. Joe Lauber- Economic development, taxation, parks, and public works projects
- b. Jeremy Cover- Economic development, prosecution, and public safety
- c. Jennifer Baird- Economic development, employment, real estate transactions, and zoning/land use
- d. Nathan Nickolaus- Sunshine Law, Legislative Solutions, economic development, collective bargaining, and public infrastructure
- e. Jeff Deane- Litigation, prosecution.
- f. Sarah Carnes – Public Utilities

All attorneys in the firm are members of the Missouri Municipal Attorneys' Association and the International Municipal Lawyers Association.

All attorneys of the Firm are in good standing with the Missouri Bar. Verification of this can be made at www.mobar.org/LawyerDirectory.aspx

None of the members of the firm have been subject to discipline or the subject of complaint in the past five years.

The firm has not filed for bankruptcy or reorganization.

While Nathan Nickolaus would be the primary attorney, if the City selects Lauber Municipal Law, LLC, to serve as the city attorney, it is effectively putting six very experienced municipal lawyers at its disposal.

Our Clients



Cities where we are the city attorney

We currently represent 51 cities as City Attorney, 10 cities as prosecuting attorney, 10 cities as special counsel for economic development issues, and 23 cities as special counsel for miscellaneous issues. A full list is available on our website.

Several of our attorneys have served previously as in-house counsel in larger cities including Lee's Summit, Independence, Jefferson City, and Webster Groves.

Our attorneys have litigated numerous municipal cases including defending Section 1983 civil rights claims, annexation litigation, environmental litigation, takings/adverse possession claims, condemnation claims, ballot issue challenges, suites challenging ordinances, telecom litigation, and zoning disputes.

Our biographical section, Addendum B, shows the vast experience of our attorneys individually and as a whole in the field of municipal law.

We advise all types of city officials and bodies, including mayors, city councils, and city administrators. We assist cities with personnel matters, contracts, ordinances, resolutions, and land use issues on a daily basis, including drafting and reviewing relevant documents. We are very familiar with applicable Missouri State Statutes and Roberts Rules of Order and can advise the City on matters related to those texts. We routinely work with insurance companies and insurance counsel on claims and litigation. Our attorneys draft correspondence, contracts, and other legal documents for cities on a daily basis.

Conflicts of Interest.

The firm's attorneys have no known conflicts of interest related to performing the scope of services for the City of Ashland. Our firm policy is only to represent municipalities and entities created by municipalities. This policy proactively protects our clients against conflict of interest issues. Because our attorneys practice only municipal law, it is rare that we would ever have a conflict of interest against any city, unless one city has a dispute against another or is negotiating an intergovernmental cooperative agreement with another. Additionally, our policy makes it unlikely we would have "business conflicts" whereby other cases might create bad law for cities because we exclusively represent public entities.

Other factors or special considerations we feel would influence your selection.

With all respect and humility, we believe the strongest reason for the City of Ashland to select Lauber Municipal Law, LLC, is that we are simply the best-equipped firm to handle the City's needs. The firm is able to take on the general and routine legal services, prosecution, litigation, code enforcement, and any special projects the City may have.

Knowledge and Experience.

Our deep bench is another reason Lauber Municipal Law, LLC, should be selected. In many firms, it is difficult to find even one attorney that practices municipal law exclusively, but our firm has six. Collectively, we possess nearly 75 years of municipal law experience and that experience compounds rapidly every year.

Jennifer Baird is the on-call "hotline" attorney for employment law issues for the MIRMA insurance pool.

Nathan Nickolaus is the author of *The Sunshine Law* published by the Missouri Bar, the leading text on Missouri's Sunshine Law used by attorneys, now in its third addition.

Joe Lauber was named a Fellow by the International Municipal Attorneys Association in 2019. Only 109 municipal attorneys nationwide have *ever* received this designation.

Legislative Solutions

Unlike other firms, we also offer assistance with the Missouri General Assembly through our Legislative Solutions program. As an example, in 2019 we were able to pass a bill giving Fayette, Missouri the ability to put a public safety sales tax before their voters.

Commitment to Missouri's Cities

As part of our firm focus on improving cities, we go the extra mile in providing educational programming for municipal officials and other lawyers. For example, we have been repeatedly invited by the Missouri Municipal League to present seminars at their annual conferences, newly elected official conferences, municipal attorneys' conferences, and at MoCCFOA and MoGFOA events. Our firm has been retained four times by the Missouri Municipal League to write amicus curiae briefs on behalf of the League in Missouri's appellate courts, including the Missouri Supreme Court. Two of our attorneys are past presidents of the Missouri Municipal Attorney's Association. Joe Lauber currently works

with the Missouri Main Street Connection; and is a Municipal Governance Institute Fellow.

Each year our firm puts on a low-cost, one-day, seminar for elected officials and staff at locations throughout the state. This gives city officials a chance to get valuable information without spending a lot of time or money. We also put on seminars on special topics throughout the state. Our attorneys regularly write articles for municipal journals. Our attorneys regularly speak at MML regional meetings.

The firm is a participating affiliate member of the Missouri Municipal League (MML) and a Gold Sponsor, and each attorney is a member of the Missouri Municipal Attorney's Association (MMAA) and the International Municipal Attorneys Association (IMLA).

Responsiveness

Most calls are answered immediately, but our firm policy is to respond to all calls within 24 hours. We are also able to attend meetings when requested by Skype, Zoom, or by phone. We can appear in person when necessary. We publish our telephone numbers, e-mails, and cell phone numbers on our business cards and website because we want to be as accessible to our clients as possible.

All of our attorneys have cell phones and are generally available at all times. Working with cities we understand that calls in the evenings or at night are to be expected.

With six qualified city attorneys, we are always able to provide coverage should the primary attorney be sick or on vacation. Because we all work with every city, coverage is seamless for our clients.



Butler, Missouri



Arrow Rock, Missouri



Kingdom City, Missouri

Fee Proposal

The City would be our client in this engagement. Nathan Nickolaus would be primarily responsible for the engagement on behalf of LML; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement. In consideration for the City naming our firm as its official city attorney, we would set the hourly rate for Basic Services for all attorneys at \$165 per hour, which is discounted from our normal municipal rate of \$215 per hour. Any work completed by our law clerk (non-attorney) would be billed at \$75 per hour. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources.

The City would not be required to utilize a minimum number of hours of Basic Services each month. We would bill the hourly rates in one-tenth hour increments and would provide the City with detailed monthly statements after services have been provided. In the event that such matters arise, the hourly rate for Special Matters would be \$215.00 per hour for all attorneys, except as provided below. The rate for work billed by our law clerk would remain at \$75 per hour. The hourly rates for Basic Services and Special Matters are subject to annual adjustment as described below.

Basic Services include items such as attending meetings of the Board of Aldermen, drafting ordinances, participating in telephone calls and meetings with City officials, reviewing contracts, personnel issues, routine litigation matters, etc.; i.e., basically providing the City with legal representation regarding the conduct of its day-to-day business.

Special Matters, which involve more technical issues that require a higher level of expertise, include **only**: 1) complex litigation; 2) economic development incentive matters, and 3) any matter deemed a Special Matter by the mutual agreement of the City and LML. ***We would not conduct work on Special Matters without prior approval from the City.*** Please note that a matter which is not classified as a Special Matter is automatically considered Basic Services.

- We would not charge the City for long-distance telephone charges (including facsimiles);
- We would not charge the City for in-house photocopies if less than 100 copies per month;
- We do not charge for regular mail;
- We would not charge for travel to or from regular Board of Aldermen meetings.
- All hourly rates are subject to annual adjustment with notice of at least thirty days.

CONCLUSION

Our passion is municipal law and we would be honored to be selected as the city attorney for the City of Ashland.

List of references and contact information.

| | |
|---|--|
|  | <p>Fayette, Missouri (Pop. 2,712)</p> <p>Kevin Oeth, Mayor City of Fayette 117 S. Main, Fayette, MO 65248</p> <p>(660) 248-5246</p> |
|  | <p>New Bloomfield, Missouri (Pop. 599)</p> <p>Jenna Boulger, City Clerk City of New Bloomfield, Missouri</p> <p>(573) 491-3614</p> |
|  | <p>Odessa, Missouri (Pop. 5,244)</p> <p>Nici Wilson, City Administrator 125 S 2nd Street, Odessa, Missouri, 64076</p> <p>(816) 230-5577</p> |
|  | <p>Kingdom City, Missouri (Pop. 128)</p> <p>Curt Warfield, City Clerk 5584 Dunn Dr. Kingdom City, Mo</p> <p>(573) 592-0588</p> |
|  | <p>Lawson, Missouri (Pop. 2,433)</p> <p>Matt Nolker, City Administrator 3rd & Pennsylvania Avenue, Lawson, MO 64062</p> <p>(816) 580-3217</p> |
|  | <p>Lake Winnebago (Pop. 1,170)</p> <p>Kathy Ray, City Clerk 10 Winnebago Drive, Lake Winnebago, MO 64034 Phone: (816) 537-6778</p> |



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

ADDENDUM A – BIOGRAPHIES OF KEY PERSONNEL

Most firms can offer one or two attorneys with in-depth purely municipal law experience. Lauber Municipal offers six. The biographies of the key personnel for this proposal are attached. Additional biographies are available on our website.



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public



NATHAN M. NICKOLAUS OF COUNSEL

General Overview

Nathan M. Nickolaus joined Lauber Municipal Law, LLC, in 2018 and practices in the areas of general municipal law, economic development, employment matters, environmental law, and general municipal issues. Prior to joining Lauber Municipal Law, LLC, Nathan worked for a municipal law firm in the St. Louis area, and also served as General Counsel to the Missouri Department of Economic Development where he advised the state on a broad range of economic development incentive programs and other community development programs. He has also served as the City Counselor, City Prosecutor, and City Administrator for Jefferson City, and as General Counsel for numerous municipalities throughout Missouri.

Nathan manages our mid-Missouri office in Jefferson City and resides in Jefferson City with his wife and sons.

Education

University of Missouri—Columbia, J.D., 1998

Indiana State University, M.P.A., 2016

Westminster College, B.A., 1985

Bar Admissions

Missouri

Honors/Recognition/Appointments

Economic Opportunity sub-committee of the Ferguson Commission, 2015

Recipient of the Lou Czech Award, Missouri Municipal Attorneys Association, 2012

Author of *The Sunshine Law*, MoBar, 3rd Edition 2014 (81 pages). The widely used handbook for open meetings and records in Missouri.

Relevant Legal Experience

- Currently serving as City Attorney for the City of Fayette, the City of Russellville, the City of New Bloomfield, the City of Otterville, the City of Meta, the Village of Arrow Rock, the Village of Centertown, and the Village of Kingdom City
- Appointed City Counselor for the City of Jefferson City (2003 -2012)
- Appointed City Administrator for the City of Jefferson City (2011 - 2013)
- Appointed by Governor as General Counsel for the Missouri Department of Economic Development (2013 - 2017)
- Appointed Village Attorney and Prosecutor for the Village of Wardsville (1988 - 2003)
- Elected City Prosecutor, City of Jefferson (1991 - 1995)
- Appointed City Attorney for the City of Linn (1998-2003); City of Ashland (2000-2003); City of Holts Summit (1995 - 1998); City of Ashland (1996 - 2003); City of Chamois (1998 - 2001) City of St. Thomas (1991 - 2000)
- Appointed City Counselor for the City of Webster Groves (2017-2018)
- Certified ICS through ICS 400, Advanced Incident Command System (ICS) for Command and General Staff - Complex Incidents
- Legal Advisor for negotiations that resulted in the largest job creation project in the history of Missouri.
- Won a first in the nation settlement of over \$3 million from Cingular Wireless over cell phone taxation and increasing city tax receipts by over \$12 Million during the next six years.
- Extensive knowledge of municipal utility operations and collections, including suits involving sewer backups and disputes with the Missouri Department of Natural Resources
- Broad knowledge of state economic development incentives and community development tools such as CDBG and Missouri Works, as well as local economic development tools such as Redevelopment Plans, Community Improvement Districts, Transportation Development Districts, and Chapter 100 plans.
- Extensive knowledge of government pension systems including having served as General Counsel to the Missouri Local Government Employees Retirement System (LAGERS), Missouri Public School Retirement System (PSRS), and local fire pension system.

- Decades of experience in code enforcement, nuisance abatement, and dangerous or dilapidated buildings.
- Experienced in ordinance and code drafting, including drafting three complete codes.

Professional Affiliations

The Missouri Bar

Missouri Municipal Attorneys Association (President, 2007)

Missouri Bar Local Government Committee (Chairman, 2005-2007)

Articles

Impeachment: How Not to Get Beat Up on the Process, Missouri Municipal Review, Vol. 83, No. 2, April 2018

https://cdn.ymaws.com/www.mocities.com/resource/resmgr/march_review_files/Impeachment.pdf

Hidden Trap in Chapter 100 Could Cost Cities, Municipal Review October 2017

https://cdn.ymaws.com/mocities.site-ym.com/resource/resmgr/review_sept_articles/Chapter100Hidden.pdf

Missouri Open Meetings Law, Missouri Administrative Law Deskbook, 4th Edition, Missouri Bar, 2011.

Mini-Motorcycles, Motor Scooters, Mobility Devices, and Motorized Bicycles, Missouri Municipal Review, Vol. 69, No. 10, 2004.

Lectures And Presentations

Advanced Sunshine Law Issues Missouri Bar CLE 2019

The Power of Missouri's Sunshine Law: How to Get the Records That Will Help Your Client, The Bar Plan 9-Hour Webinar 2019

"Responding to Citizen Videographers" webinar for the Missouri Municipal League, 2019

Co-Presenter with Jean Maneke "The Sunshine Law" Missouri Municipal Attorney's Association Annual Conference, July 20, 2018, Osage Beach, Missouri.

Presenter "Fundamentals of Municipal Contracting" at Missouri Municipal League Elected Officials Training Conference, Columbia, Missouri, June 8, 2018.

Presenter: "Fundamentals of Municipal Contracting" webinar for Missouri Municipal League, June 25, 2018.

Co-Presenter: "City Cyber Threats and Solutions" Municipal Officials Training Academy, Frontenac, Missouri, March 22, 2018

Presenter: "City Clerks Role in Economic Development" Missouri City Clerks and Finance Officers Association Spring Institute, Columbia, Missouri, March 12, 2018

Presenter: "Municipal Contracts and Purchasing; Best Practices" Municipal Officials Training Academy, Frontenac, Missouri, August 21, 2018.

Presenter: "Ethics: Keeping Yourself and Your Employer Out of Hot Water" American Planning Association, Missouri Chapter, September 20, 2017, St. Louis Missouri.

Presenter: "Sunshine Law," Missouri Bar CLE, Guidebook Series Teleconference April 25, 2017.

Presenter: "Introduction to Chapter 100; Missouri TIF and State TIF Laws; Community Development as an Economic Development Tool," Missouri Department of Economic Development -- BCS Incentives and Finance Program, Jefferson City, Lee's Summit, Joplin, Cape Girardeau, and St. Louis, Missouri, 2016

Co-Presenter with Jean Maneke "What You Need to Know about Missouri Public Records and Open Meetings" live webinar, Lorman Education Services, February 4, 2016

Presenter: "Sunshine Law for the General Public," Missouri Sunshine Law Coalition/League of Women Voters, Columbia, Missouri, April 2014.

Co-Presenter with Josh Payton "Property Tax" Missouri Municipal League Annual Conference, October 2009



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public



**JENNIFER M. BAIRD
PARTNER**

General Overview

Attorney Jennifer Baird joined Lauber Municipal Law, LLC, in 2015 and practices in the areas of general municipal law, land use planning and zoning, public facility/infrastructure construction and financing, economic development law, public works contracts, annexation, and dangerous building and nuisance abatement law. Prior to joining Lauber Municipal Law, LLC, Jennifer worked for a boutique law firm in Lee's Summit, Missouri which specialized in representing municipalities. In addition, she has served as an Assistant City Attorney for the City of Lee's Summit, Missouri, with a focus on the development and redevelopment of a property. In her role with the City of Lee's Summit, she provided legal advice to the Planning and Development, Parks and Recreation, Human Resources, Administration, Purchasing, Water Utilities, and Information Technology departments. Prior to attending law school, Jennifer was motivated to pursue a legal career by her experience as a paralegal at White Goss in which she specialized in bringing development to communities. Jennifer grew up in Cape Girardeau, Missouri.

Education

University of Missouri-Kansas City, J.D., 2004

University of Missouri-Columbia, Bachelor of Science in Business Administration, 1995

Bar Admissions

Missouri, 2004

Relevant Legal Experience

- City Attorney for the cities of Camden, Henrietta, Fleming, Wellington, Village of Country Club, Sugar Creek, and Raytown, Missouri
- Currently serves as the Assistant City Attorney for ten Missouri cities including Lawson, Urich, Creighton, Crystal Lakes, East Lynne, Archie, Adrian, Drexel, Windsor, and Peculiar
- Currently serves as special counsel to MIRMA as an on-call attorney to address member employment law questions
- Provides assistance for economic development projects in Grandview, Branson, Sedalia, and Grain Valley
- Served as in-house legal counsel for a home rule charter city providing legal advice to the administration, finance, purchasing, human resources, information technology, planning and development, parks and recreation, and water utilities departments and

provided opinions and advice to the Planning Commission, Board of Zoning Adjustment, Park Board, City Council, and City Council subcommittees

- Conducted dangerous building and nuisance abatement hearings
- Instrumental in forming Community Improvement Districts, Transportation Development Districts, and Neighborhood Improvement Districts in the Kansas City area
- Assisted several communities with forming Enhanced Enterprise Zones
- Complex contract negotiations for real estate development including leasing, transportation, utilities and infrastructure, and cooperative agreements

Professional Affiliations

The Missouri Bar

Missouri Municipal League

Missouri Municipal Attorneys Association

International Municipal Lawyers Association

Presentations, Speaking Engagements, and Articles

Laws Affecting Conflict of Interest Issues, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions as part of a series of a seminar on multiple governance topics at the Lauber Municipal Law's City Official's Training, 2015, 2016, 2017, 2018, 2019

Planning, Zoning, and Board of Adjustment, presented a seminar addressing the purpose of planning and zoning in municipalities as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's City Officials Training, 2015, 2016, 2017, 2018, 2019

Annexation, presented a seminar addressing the general process and issues with annexation as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's City Officials Training, 2015, 2016, 2017, 2018

Laws Affecting Conflict of Interest Issues, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions at the Missouri Rural Water Association Annual Conference, March 2015

A Real Life Application of How a Community Improvement District Can Revitalize Your Community, presented a seminar on the economic benefits of forming a community improvement district to help fund improvement projects at the Missouri Downtown Revitalization Conference, July 2016

The Fair Labor Standards Act: Then and Now, presented a seminar on the changes to the Fair Labor Standards Act to the Missouri Association of Councils of Government, September 2016.

Ethics, Governance Process and Procedures, presented a seminar regarding ethics and conflicts of interest for elected and appointed government officials to the Pension Board Member Education, September 2016 and September 2017.

Liquor in Missouri, Your Local Government Questions Answered, The Missouri Municipal Review (September 2016)

Getting the Most Out of Your City Attorney, co-presented a seminar with Jeremy Cover of Lauber Municipal Law and Nancy Yendes, City Attorney for the City of Blue Springs, Missouri, addressing recommendations, insights, and best practices for cities to obtain effective representation from their city attorney at the Missouri Municipal League Annual Conference, September 2015

FTC 'Red Flag' Rule and the City of Sugar Creek Missouri, presented training to the City of Sugar Creek, Missouri staff regarding updates to the identity theft prevention program known as the Red Flag Rule, 2009, 2010, and 2015

Get a 'Surge' of Funding Through Community Improvement Districts, presented a seminar on the economic benefits of forming a community improvement district to help fund improvement projects at the Missouri Downtown Revitalization Conference, July 2015

Dangerous Building, presented a training seminar to assist a newly formed Dangerous Building Committee as to the process for hearing and determining the nuisance of property for the City of Gladstone, Missouri, 2012

Voting-The Basics, presented a seminar on the basics of conducting a public meeting at the Missouri Municipal Attorneys' Association Annual Conference, July 2012

FTC 'Red Flag' Rule and the City of Lawson, Missouri, presented training to the City of Lawson, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

FTC 'Red Flag' Rule and the City of Greenwood, Missouri, presented training to the City of Greenwood, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

FTC 'Red Flag' Rule and the City of Grain Valley, Missouri, presented training to the City of Grain Valley, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2008

Missouri Sunshine Law, Subdivision and Zoning Laws, presented a series of seminars on multiple municipal governance topics as part of the Williams & Campo Local Government Series, 2008

Workplace Violence, Sexual Harassment, and the Workplace, presented a series of seminars on multiple municipal governance topics as part of the City of Lee's Summit's Safety Fair, 2005



LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public



JOSEPH G. LAUBER
MANAGING MEMBER

General Overview

Joe Lauber established Lauber Municipal Law, LLC, in 2010 and practices in the areas of general municipal law, public facility/infrastructure construction and financing, economic development law, public works contracts, annexation, land use planning and zoning, and appellate law. Throughout his career, Joe has dedicated his practice to the representation of governmental entities. Joe is the appointed City Attorney for the cities of Lawson, Urich, Creighton, Crystal Lakes, East Lynne, Archie, Adrian, Drexel, Windsor, Peculiar, Lake Winnebago, Butler, and Odessa, Missouri, and has served as special counsel to dozens of other Missouri cities. Prior to forming Lauber Municipal Law, LLC, Joe was an attorney with Williams & Campo, P.C., in Lee's Summit. Before that, Joe worked as an Associate Attorney with Gilmore & Bell, P.C., in Kansas City, Missouri, where his practice was focused exclusively on economic development law for municipal clients. Joe started his career in 2003 as an Associate Attorney in the Public Law/Public Finance Division of Stinson Morrison Hecker LLP in Kansas City, Missouri. While attending law school Joe worked as the Law Clerk at the City of Lee's Summit, Missouri. Before enrolling in law school, Joe worked for six years as an independent sales agent in the building materials industry.

Education

University of Missouri – Kansas City, J.D., 2003
THE URBAN LAWYER, Editorial Associate
UMKC LAW REVIEW, staff member

University of Oklahoma – Bachelor of Business Administration with a minor in Legal Studies, 1995

Bar Admissions

Missouri, 2003
United States District Court, Western District of Missouri, 2003
Kansas, 2004
United States District Court, District of Kansas, 2004

Honors/Recognition

Selected as Missouri and Kansas Super Lawyers "Rising Star" 2011, 2012, and 2013

Relevant Legal Experience

- Appointed City Attorney of Lawson, Missouri, since 2008; Urich, Missouri, since 2011; Creighton, Missouri since 2013; Crystal Lakes, Missouri since 2013; East Lynne, Missouri, since 2013; Archie, Missouri since 2014; Adrian, Missouri, since 2014; Drexel, Missouri since 2015; Windsor, Missouri since 2015; Peculiar, Missouri since 2016; Lake Winnebago, Missouri since 2017; Butler, Missouri since 2017; Odessa, Missouri since 2017; Pleasant Hill, Missouri since 2017; and Grain Valley, Missouri since 2019.
- Appointed Interim City Counselor for Clinton, Missouri, June through September 2017
- Appointed General Counsel of the Mt. Pleasant Twp. Special Road District since 2011; and Garden City Fire Protection District & Ambulance Service since 2012
- General Counsel for Harrisonville Towne Center Transportation Development District since 2010; Greenview Community Improvement District since 2011; and Downtown Excelsior Springs Community Improvement District since 2013
- Special counsel for general municipal issues to the cities of Branson, Moberly, Sedalia, Pleasant Valley, Odessa, Holden, and Harrisonville, Missouri
- Special economic development counsel to the cities of Grandview, Grain Valley, Ashland, Sedalia, Jefferson City, Butler, Pleasant Valley, Clinton, and Harrisonville, Missouri
- Assisted in-house client as special counsel to develop procedure and documents needed in impeachment and removal of an elected official
- Extensive experience in Missouri annexation law obtained in litigation support for a successful annexation challenge on behalf of a municipal client
- Experienced in code drafting, including development codes and a comprehensive licensing ordinance for the registration of rental properties

Professional Affiliations

Missouri Municipal Attorneys Association, Board of Directors (2012-present); currently Immediate Past President

MML's Municipal Governance Institute, Fellow (2014-present)

Missouri Main Street Connection; Secretary of the Board of Directors (2011-present)

Missouri Municipal League, Participating Affiliate; member Economic Development Committee

Missouri Economic Development Finance Association (MEDFA), Board of Directors (2011-2014)

International Municipal Lawyer's Association; member Small/Rural Initiative Committee

The Missouri Bar

Lectures/Speeches (in the past five years)

Missouri Economic Development Tools, presented a training session for the Kaysinger Basin Regional Planning Commission summarizing the economic development tools available to attract businesses to communities in Missouri, September 2016

Building Better Cities, presented a seminar that takes a holistic approach to analyzing and improving the ways in which municipalities conduct their business from goal setting, to internal and external analyses, to improving community involvement for the Missouri Municipal League's Elected Officials' Training Conference, June 2016

Ethical Issues Facing Elected Officials presented a seminar on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Rural Water Association's Office Professional's Seminar, October 2014

Ethical Issues Facing Elected Officials presented a seminar on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Municipal League's Elected Officials' Training Conference, June 2014

Get a "Surge" of Funding Through Community Improvement Districts, presented a seminar discussing the establishment and operation of community improvement districts as downtown revitalization tools for the Missouri Main Street Connection "Get Plugged In...Downtown" conference, August 2013

Missouri Municipal Attorneys Association "City Law 101", presented components of a continuing legal education seminar regarding public works contracts (July 2013) and municipal revenue sources (July 2012)

Articles/Publications

Design-Build for Missouri's Statutory Cities, The Missouri Municipal Review (May-June 2016) (co-authored with Peter Rottgers)

Building Better Cities, The Missouri Municipal Review (two-part series, September 2014 & November 2014)

A 1980s Formula for Economic Development Still Successful Today, Co-authored with Gayla Roten and Jeanine Rann of the Missouri Main Street Connection, The Missouri Municipal Review (January 2013)

Due Diligence and Risk Management Measures for Economic Development Incentive Approvals, Co-authored with Tom Kaleko of Springsted, Inc., The Missouri Municipal Review (July 2012)

Missouri Supreme Court Hands Municipalities a Setback in Prevailing Wage Act Case, The Missouri Municipal Review (May 2011)

A Practical Application of Missouri's Immigration Law Requirements to Public Work Contracts and Related Documents, The Missouri Municipal Review (June 2009)

HIPAA's Privacy and Security Rules and Their Effect on Local Governments, 46 Municipal Lawyer, (March/April 2005) (coauthored with Juliana Reno)

HIPAA's Application to Local Governments, Nebraska Municipal Review (September 2004)

HIPAA Administrative Simplification: How the Privacy Rule Affects Municipal Ambulance Service Providers, 35 The Urban Lawyer 317 (2003)

Public-Private Partnership in Community Development: Applying Constitutional Standards for Implementing the Missouri Community Improvement District Act, 59 J. Mo. Bar 80 (March-April 2003) (cited in Day v. Robinwood West Community Improvement District, 2010 WL 584027 *9 (E.D. Mo. 2010); BHA Holding Inc. v. Pendergast, 173 S.W.3d 373, 376 (Mo. App. W.D. 2005); Subdivision Law and Growth Management § 6:33, Assessments



LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS

Agency: 700324 Branch: 912 Policy Number: 425251875 Insurance is provided by Continental Casualty Company, 333 S. Wabash Ave. Chicago IL 60604 A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:
Lauber Municipal Law LLC
529 SE 2nd Street
Lee's Summit, MO 64064

NOTICE TO POLICYHOLDERS:
This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:
Inception: 10/29/2014 Expiration: 10/29/2015
at 12:01 A.M. Standard Time at the address shown above

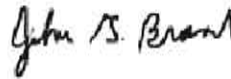
3. LIMITS OF LIABILITY:
Inclusive of Claims Expenses Each Claim: \$1,000,000
Aggregate: \$2,000,000
Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability: Each Claim: \$1,000,000
Aggregate: \$2,000,000

4. DEDUCTIBLES:
Inclusive of Claims Expenses Aggregate: \$2,500

5. POLICY PREMIUM:
Annual Premium: \$3,270.00
Total Amount: \$3,270.00
Includes CNA Risk Control Credit of \$ 0.00
Includes Net Protect Premium, see coverage endorsement if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:
G-118011-A (Ed. 12/2011), G-118012-A (Ed. 03/1999), G-118016-A (Ed. 12/2011), G-118024-A (Ed. 04/2008), G-118029-A (Ed. 04/2008), G-118039-A24 (Ed. 09/2008), G-118087-A24 (Ed. 09/1996), G-145184-A (Ed. 06/2003), GSL-7779-MO (Ed. 10/2007)

7. WHO TO CONTACT:
To report a claim:
CNA Specialty Claim
P.O. Box 8317 Chicago, IL 60680-8317
Email: LPLNewClaims@cna.com
Fax: 866-419-6308 / Online: www.cna.com/claims
Lawyers Claim Reporting Questions: 800-540-0762



Authorized Representative Date: 10/21/2014

Note, this remains our coverage today.



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

April 5, 2021

City of Ashland, Missouri
c/o Mr. Richard Sullivan, Mayor
104 S. Main
Ashland, MO 65231

Re: City Attorney Legal Services

Dear Mayor Sullivan:

You have requested that this firm to serve as City Attorney for the City of Ashland, Missouri. I am submitting this letter to you to serve as the written agreement for my firm's engagement to provide legal services concerning this matter. We look forward to serving as general counsel to the City through this engagement.

The City would be our client in this engagement. I would be primarily responsible for the engagement on behalf of the Firm; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement. In consideration for the City naming our firm as its official City attorney, we would set the hourly rate for Basic Services for all attorneys at \$175 per hour, which is discounted from our normal municipal rate of \$215 per hour. However, any work completed by our law clerk (non-attorney) would be billed at \$75 per hour. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources. The hourly rates for Basic Services are subject to annual adjustment as described below.

The City would not be required to utilize a minimum number of hours of Basic Services each month. We would bill the hourly rates in one-tenth hour increments and would provide the City with detailed monthly statements after services have been provided. In the event that such matters arise, the hourly rate for Special Matters would be \$215.00 per hour for all attorneys, except as provided below. The rate for work billed by our law clerk would remain at \$75 per hour. The hourly rates for Special Matters are subject to annual adjustment as described below.

Basic Services include items such as attending meetings of the Board of Aldermen, drafting ordinances, participating in telephone calls and meetings with City officials, reviewing contracts, personnel issues, routine litigation matters, etc.; i.e., basically providing the City with legal representation regarding the conduct of its day-to-day business.

Special Matters, which involve more technical issues that require a higher level of expertise, include **only**: 1) complex litigation; 2) economic development incentive matters; and 3) any matter deemed a Special Matter by the mutual agreement of the City and the Firm. **We would not conduct work on Special Matters without prior approval from the City.** Please note that a matter which is not classified as a Special Matter is automatically considered Basic Services.

The enclosed Additional Terms of Engagement would govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- We would not charge the City for long-distance telephone charges (including facsimiles);
- We would not charge the City for in-house photocopies if less than 100 copies per month;
- We do not charge for regular mail;
- We do not charge for the first 30 minutes of travel to and from regular Board of Aldermen meetings. We do not charge for mileage.; and
- All hourly rates are subject to annual adjustment with notice of at least thirty days.

I want to make it clear that this contract will run indefinitely but you may discharge this firm from representing you at any time with or without cause.

If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges or their reasonableness, please contact me at your convenience to discuss the matter. Our engagement as City attorney would begin upon my receipt of a signed copy of this agreement. Thank you for considering Lauber Municipal Law, LLC, to provide these important legal services to the City.

Regards,

LAUBER MUNICIPAL LAW, LLC



Nathan M. Nickolaus

CITY OF ASHLAND, MISSOURI

Accepted and agreed:

(signature)

(date)

Hon. Richard Sullivan, Mayor



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC (the “Firm”), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee’s Summit and Jefferson City.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with me). I encourage you to discuss these practices with me whenever you have questions during the course of this engagement.

Provision of Legal Services. This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Subcontractors. From time-to-time, it may be necessary for me to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the Board of Aldermen.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services on a monthly basis. We would base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements would be due upon presentation and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment with notice of at least thirty days.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we would send you monthly billings for client disbursements incurred during the

preceding month. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC's services conclude, we would, upon your request, deliver the file for this engagement to you. If you do not request the file, we would retain it for a period of ten years after the matter is closed. If you do not request delivery of the file before the end of the ten year period the Firm would have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten years, you may request delivery of the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We would not charge the City for in-house photocopies that do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.12 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with Lexis or other electronic providers of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages, and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Travel would not be charged to and from regular Board meetings. We do not charge for mileage.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us would be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently and that all billings are accurate and understandable. Please direct any questions about the services, billing, or payment status of your account to me.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: April 20, 2021

Re: Consolidated Water District Boundary

EXECUTIVE SUMMARY: Consolidated Water is clarifying its corporate boundary and needs an agreement from the Board of Alderman regarding the City Limits of Ashland in 1967.

DISCUSSION: The agreement clarifies the exact boundaries of Ashland in 1967 thus clarifying the corporate, not service, boundaries of Consolidated Water. The agreement does not affect the current territorial agreement between the City of Ashland and Consolidated Water.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 5 years): \$0

Long Term Impact: \$0

SUGGESTED BOARD ACTION: Staff recommends approval of the agreement.

RESOLUTION 4-20-2021

A RESOLUTION ADOPTING THE AGREEMENT WITH CONSOLIDATED WATER AS TO THE CITY LIMITS OF ASHLAND, MO ON JULY 21, 1967.

Whereas, Consolidated Water is clarifying its corporate boundary and needs an agreement from the Board of Alderman regarding the City Limits of Ashland in 1967.

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

ARTICLE 1. The Mayor, for and on behalf of the City of Ashland, Mo. is hereby authorized to execute the agreement as to the City Limits of Ashland, Missouri on July 21, 1967. A copy of the agreement is attached to this resolution and made a part hereof.

Passed and adopted this 20th day of April 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

CONSOLIDATED WATER

Boone County, Missouri

April 14, 2021

Re: Consolidated Water Territorial
Boundary Description – Ashland 1967 City
Limits

Board Alderman,

Consolidated Water is in the process of clarifying the legal description of its corporate boundary. The District would prefer to describe its boundary using the US Public Land Survey System as opposed to only referencing other entities' boundaries or having exceptions based on a particular date in time.

Currently, the District boundary description, as it pertains to Ashland, reads:

EXCEPTING HOWEVER any portion thereof contained within the City Limits of Ashland, Missouri in accordance with the Decree of Enlargement of the former PWSD No. 6 of Boone County, dated July 21, 1967.

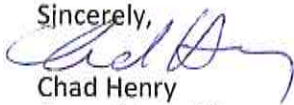
The propose change would reference the PLSS and is shown on the diagram included with this letter.

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 46 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI.

This description is meant only to clarify that portion of Ashland which is not included within the District's corporate boundary. This does not change any water services in Ashland or in any way affect the territorial agreement currently in place between the District and the City of Ashland.

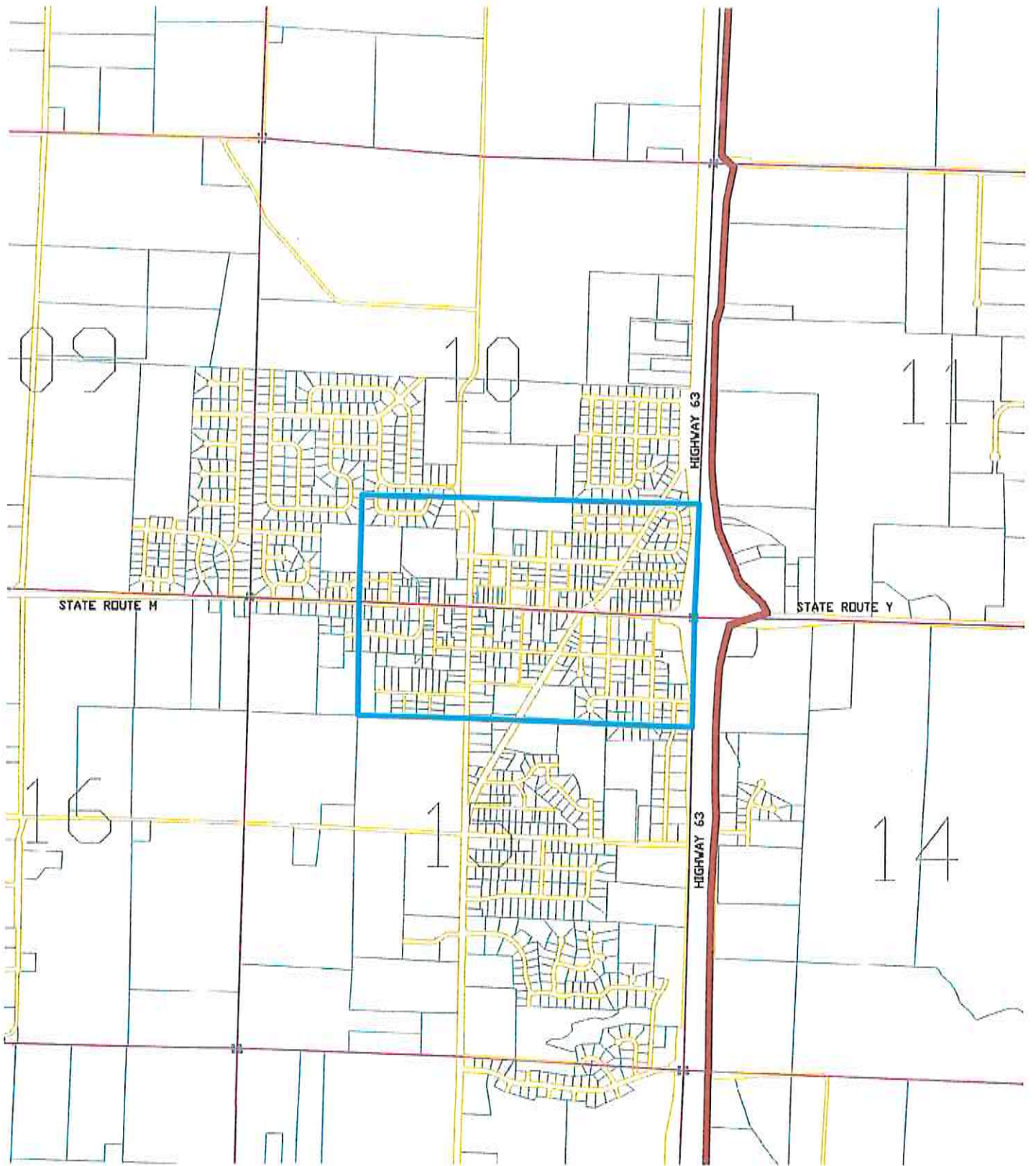
We request that the Board of Aldermen adopt the Agreement as to the City Limits of Ashland, Missouri on July 21, 1967. Thank you for your consideration.

Sincerely,



Chad Henry
Consolidated Water
Planning & Development
Project Supervisor
Right of Way Agent

1500 North Seventh Street, Columbia, MO 65201
573.499.5236 – 573.219.0862



**TOWNSHIP 46 NORTH - RANGE 12 WEST
BOONE COUNTY, MISSOURI**



CITY OF ASHLAND CITY LIMITS IN 1967



**AGREEMENT AS TO THE CITY LIMITS OF
ASHLAND, MISSOURI ON JULY 21, 1967**

THIS AGREEMENT, made and entered into the _____ day of _____, 2021, by and between the CITY OF ASHLAND, MISSOURI, a municipal corporation, hereinafter called "CITY," and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation, hereinafter called "DISTRICT."

W I T N E S S E T H:

WHEREAS, the boundary lines of the DISTRICT are described on Exhibit "A" attached hereto; and

WHEREAS, the aforesaid description at the end of the description provides as follows:

EXCEPTING HOWEVER any portion thereof contained within the City Limits of Ashland, Missouri in accordance with the Decree of Enlargement of the former PWSD No. 6 of Boone County, dated July 21, 1967.

WHEREAS, the parties desire to agree upon the location of the City Limits of the CITY on July 21, 1967.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

1. That on July 21, 1967 the territory of the City consisted of the following described real estate, to-wit:

The Southeast Quarter of the Southeast Quarter of Section 10, the Southwest Quarter of the Southeast Quarter of Section 10, the Southeast Quarter of the Southwest Quarter of Section 10, the Northeast Quarter of the Northeast Quarter of Section 15, the Northwest Quarter of the Northeast Quarter of Section 15, the Northeast Quarter of the Northwest Quarter of Section 15, all in Township 46 North, Range 12 West, Boone County, Missouri.

and that on said date the City Limits, territorial limits and corporate limits of the CITY were the exterior boundary lines of the above described real estate.

2. The CITY represents that the Board of Alderman of the CITY have duly passed a resolution authorizing the execution of this agreement by the Mayor and the City Clerk.

3. The DISTRICT represents that the Boards of Directors of the DISTRICT have duly passed a resolution authorizing the President and the Clerk of the DISTRICT to execute this agreement on behalf of the DISTRICT.

4. This agreement shall be binding upon the undersigned and our successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

CITY:

**THE CITY OF ASHLAND, MISSOURI, a
municipal corporation**

BY: _____
RICHARD SULLIVAN, Mayor

ATTEST:

DARLA SAPP, City Clerk

DISTRICT:

**CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT NO. 1 OF BOONE COUNTY,
MISSOURI, a public corporation**

BY: _____
JAMES D. KYD, President

ATTEST:

JANET SEARS, Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2021, before me appeared **RICHARD SULLIVAN**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ASHLAND, MISSOURI**, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its governing body and the said Mayor acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year first above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2021, before me appeared JAMES D. KYD, to me personally known, who, being by me duly sworn, did say that he is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year first above written.

Notary Public

My commission expires:

Beginning where the Boone/Howard County line intersects the South Right of Way line of Highway 124 in Section 10, Township 50 North, Range 14 West; thence in a Easterly direction along and with the South Right of Way line of said Highway 124 to a point where said Right of Way intersects the North boundary line of the Original Town of Harrisburg, Missouri (Book "F", Page 19); thence Easterly along the North line of the Original Town of Harrisburg, to a point on the East Section line of Section 11, Township 50 North, Range 14 West; thence South with the East Section line of said Section 11 to the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 12, Township 50 North, Range 14 West; thence Easterly with the North line of the Southwest Quarter of the Northwest Quarter of said Section 12, to the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 12; thence Southerly with the East line of the Southwest Quarter of the Northwest Quarter of said Section 12 to the Northeast corner of the West half of the Southwest Quarter of said Section 12; thence Southerly with the East line of the West half of the Southwest Quarter of said Section 12, to the Southeast corner of the West half of the Southwest Quarter of said Section 12; thence Westerly with the South Section line of said Sections 12 and 11 to the intersection of the South Section line of said Section 11, and the South Right of Way line of Highway 124; thence Easterly along and with the South Right of Way line of said Highway 124 to a point where it intersects the East Section line of Section 18, Township 50 North, Range 13 West; thence North along and with the East Section line of said Section 18 to the Northeast corner of said Section 18; thence East along and with the North Section line of Sections 17, 16, 15, 14 and 13, Township 50 North, Range 13 West to the Northeast corner of said Section 13, said corner being on the Range line, between Range 12 West and 13 West; thence South along and with said Range line and the East Section line of Sections 13, 24, 25 and 36, Township 50 North, Range 13 West to the Southeast corner of said Section 36, said corner also being the Northeast corner of Section 1, Township 49 North, Range 13 W; thence continuing South along and with said Range line and the East Section line of Sections 1, 12 and 13, Township 49 North, Range 13 West, to the Southeast corner of said Section 13; thence West along and with the South Section line of said Section 13 to a point that intersects Rocky Fork Creek; thence in Southwesterly direction along and with said Rocky Fork Creek to a point on the West Section line of Section 24, Township 49 North, Range 13 West; thence South along and with said the West Section line of said Section 24, to a point which lies East of where the West line of the Northeast Quarter of the Southeast Quarter of Section 23, Township 49 North, Range 13 West intersects Rocky Fork Creek; thence West to said intersection of Rocky Fork Creek and the West line of the Northeast Quarter, of the Southeast Quarter of said Section 23; thence South along and with the Quarter Quarter Section line of said Section 23 to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23; thence West along and with the South Section line of said Section 23 to the North Quarter Section Corner of Section 26, Township 49 North, Range 13 West; thence South along and with the Quarter Section line of said Section 26, to the South Quarter Section corner of said Section 26; thence easterly along and with the South Section line of Sections 26 and 25, Township 49 North, Range 13 West to the Southeast

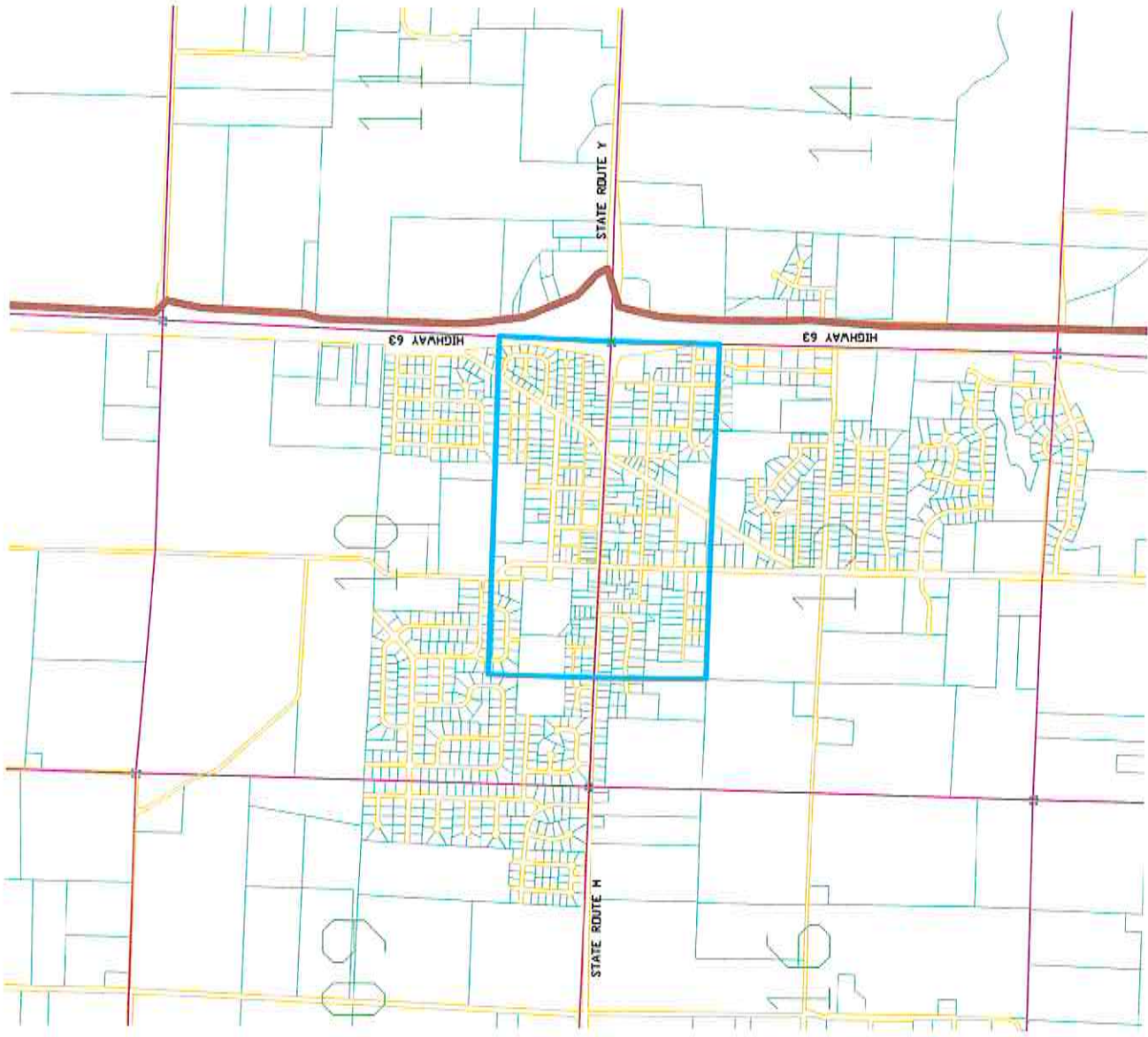
EXHIBIT A

corner of said Section 25, said corner also being the Northwest corner of Section 31, Township 49 North, Range 12 West; thence continuing East along and with the North Section line of said Section 31 to the North Quarter Section corner of said Section 31; thence South along and with the Quarter Section line of said Section 31 to the South Quarter Section corner of said Section 31; thence West along and with the South Section line of said Section 31 to the Southwest corner of said Section 31, said corner also being the Southeast corner of Section 36, Township 49 North, Range 13 West; thence and continuing West along and with the South Section line of Sections 36 and 35 Township 49 North, Range 13 West, to a point 200 feet West of the Centerline of Creasy Springs Road; thence Southerly along and with a line projected 200 feet West of and parallel with the Centerline of Creasy Springs Road to its intersection with the Quarter Section line of Section 2, Township 48 North, Range 13 West; thence West along and with the Quarter Section line of said Section 2 to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 2; thence North along and with the Quarter Quarter Section line of said Section 2 to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 2; thence West along and with the North Section line of Sections 2 and 3, Township 48 North, Range 13 West, to the North Quarter Section corner of said Section 3; thence South along and with the Quarter Section line of said Section 3 to a point 300 feet North of the South line of said Section 3; thence West along and with a line projected 300 feet North of and parallel with the South line of said Section 3 to a point 200 feet West of the Quarter Section line of said Section 3; thence South along and with a line projected 200 feet West of and parallel with the Quarter Section line of said Section 3 to a point on the South Section line of said Section 3; thence continuing South along and with a line projected 200 feet West of and parallel with the Quarter Section line of Section 10, Township 48 North, Range 13 West, to a point on the North line of the Southwest Quarter of said Section 10; thence west along and with the Quarter Section line of said Section 10 to the West Quarter Section corner of said Section 10; thence South along and with the West Section line of said Section 10 to the Southwest corner of said Section 10, said corner also being the Northeast corner of Section 16, Township 48 North, Range 13 West; thence West along and with the North Section line of said Section 16 to a point 200 feet West of the East Section line of said Section 16; thence South along and with a line projected 200 feet West of and parallel with the East Section line of said Section 16 to the Quarter Section line of said Section 16; thence West along and with the Quarter Section line of said Section 16 to the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 16; thence South along and with the Quarter Quarter Section line to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 16; thence West along the South Section line of said Section 16 to the South Quarter Section corner of said Section 16, said corner also being the North Quarter Section corner of Section 21, Township 48 North, Range 13 West; thence South along the Quarter Section line of said Section 21 to the South Quarter Section corner of said Section 21; thence East along and with the South Section line of said Section 21 to the point where it intersects the centerline of Hinkson Creek; thence South along the centerline of Hinkson Creek to its intersection with the North Right of Way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park); thence Easterly along and with the North Right of Way line of the former

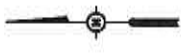
Missouri, Kansas and Texas Railroad (Katy Trail State Park) to its intersection with the West line of the Northeast Quarter of the Northwest Quarter of Section 27, Township 48 North, Range 13 West; thence North along the Quarter Quarter Section line to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 27; thence East along and with the North Section Line of said Sections 27 and 26, Township 48 North, Range 13 West to the North Quarter Section corner of said Section 26; thence South along and with the Quarter Section line of said Section 26 to a point 200 feet Southeast of the Southeast Right of Way of Green Meadows Drive; thence Northeasterly along and with a line projected 200 feet Southeast of the Southeast Right of Way of Green Meadows Drive to a point on the East line of the Southeast Quarter of the Northwest Quarter of Section 25, Township 48 North, Range 13 West, said point also being 200 feet East of the East Right of Way line of State Highway 163; thence North along and with a line projected 200 feet East of and parallel with the East Right of Way line of State Highway 163 to its intersection with the North Section line of said Section 25; thence East along and with the North Section line of said Section 25 to the Northeast corner of said Section 25, said corner also being the Northwest corner of Section 30, Township 48 North, Range 12 West; thence continuing East along and with the North Section line of said Section 30 to the East Right of Way line of Old Highway 63; thence continuing East along the North Section line of Sections 30 and 29, Township 48 North, Range 12 West, to the West Right of Way line of New Highway 63; thence South along and with the West Right of Way line of New Highway 63 to the intersection of said Right of Way with the North Section line of Section 32, Township 48 North, Range 12 West; thence East along and with the North Section line of Sections 32, 33, 34 and 35, Township 48 North, Range 12 West to the Northeast corner of said Section 35; thence South along and with the East Section line of said Section 35 to the Southeast corner of said Section 35, said corner also being the Northwest corner of Section 1, Township 47 North, Range 12 West; thence continuing South along and with the West Section line of said Section 1 to the West Quarter Section corner of said Section 1; thence East along and with the Quarter Section line of said Section 1 to the East Quarter Section corner of said Section 1, said corner being on the Range line between Range 12 West and 11 West; thence North along and with said Range line and said East Section line of said Section 1 to the West Quarter Section corner of Section 6, Township 47 North, Range 11 West; thence East along and with the Quarter Section line of Sections 6, 5, 4 and 3, Township 47 North, Range 11 West to a point on the centerline of Cedar Creek, said point lying on the Boone/Callaway County line; thence meandering in a Southerly direction with said Cedar Creek and the Boone/Callaway County line to a point where said centerline intersects with the East Section line of Section 12, Township 45 North, Range 12 West, said point also being on the Range line between Range 12 West and 11 West; thence South along and with said Range line, Boone/Callaway County line and said the East Section line of Sections 12 and 13, Township 45 North, Range 12 West to the Northwest corner of Section 19, Township 45 North, Range 11 West; thence East along and with the North Section line of Sections 19 and 20, Township 45 North, Range 11 West to the Northeast corner of said Section 20; thence South along and with the East Section line of Sections 20, 29, and 32, Township 45 North, Range 11 West to the Southeast corner of said Section 32; thence West along and with the South Section line of said

Section 32 to a point where said Section line intersects the Missouri River; thence Northwesterly along and with said Missouri River to a point where said River intersects Moniteau Creek said point being on the Boone/Howard County line; thence in a Northwesterly direction along and with Moniteau Creek and the Boone/Howard County line to a point on the North Right of Way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park); thence Northwesterly along and with said North Right of Way line to a point where said Right of Way intersects the West Section line of Section 33, Township 49 North, Range 15 West; thence North along and with the West Section line of Sections 33, 28 and 21, Township 49 North, Range 15 West to the Northwest corner of said Section 21; thence East along and with the North Section line of Sections 21, 22, 23 and 24, Township 49 North, Range 15 West to the Northeast corner of said Section 24, said corner being on the Range line between Range 15 West and 14 West; thence North with the Range Line between Range 15 West and 14 West to the Northwest corner of Section 19, Township 49 North, Range 14 West; thence East along and with the North Section line of said Section 19 to the Boone/Howard County line; thence Northeasterly along and with the Boone/Howard County line to the South Right of Way line of Highway 124 and the point of beginning.

EXCEPTING HOWEVER any portion thereof contained within the City Limits of Ashland, Missouri in accordance with the Decree of Enlargement of the former PWSD No. 6 of Boone County, dated July 21, 1967.



**TOWNSHIP 46 NORTH - RANGE 12 WEST
BOONE COUNTY, MISSOURI**



CITY OF ASHLAND CITY LIMITS IN 1967





City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: April 20, 2021

Re: Solid Waste Proposals.

EXECUTIVE SUMMARY: Staff has received one bid from Republic Services for the City of Ashland's solid waste services. Republic did include options for the City to consider. Staff would like guidance on what services should be pursued in bringing an agreement forward.

DISCUSSION: The City RFP asked respondents to provide pricing and services based on the level of exclusivity to Ashland's market.

Base Proposal = Exclusive contract for Residential Services

Alternate 1 = Exclusive contract for Residential and Commercial Services

Alternate 2 = Exclusive contract for Residential, Commercial, and Roll-off Services.

Republic Services has provided options for all three proposal requests. Granting Republic Services Commercial services gains a Street Repair Contribution of \$10,000 annually and a \$1,000 scholarship. Grant Republic Services Commercial and Roll-off services gains a Street Repair Contribution of \$15,000 annually, a \$2,000 scholarship, and an option for every other week curbside recycling for residents for an additional \$2.55 per month. The \$1 fee for the recycling drop-off could likely be adjusted as the need for the center would decrease and possibly be handled by the County's existing recycling program.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 5 years): \$0

Long Term Impact: \$0

SUGGESTED BOARD ACTION: Staff is looking for direction as they engage with Republic Services on bringing forward and agreement.

Public Works Report
Ashland Board of Aldermen Meeting
4/20/2021

Completed/Current Projects

- **Street Repairs/Maintenance**

- Street Repairs
 - APW staff has recently started to install concrete street patches.
 - Process will continue throughout town into fall season.
 - APW has goal of pouring 500 cubic yards of patches this year.
- Russian Setter Circle
 - Engineers from ESS&S have provided a recommendation that we proceed with removal of the damaged roadway and then re-compact the substrate material. This project could be handled by APW staff with an approximate cost of \$6k-\$7k in materials and equipment rental.

- **Stormwater Repairs/Maintenance**

- Billy Joe Sapp Project is underway.
 - All residents have agreed to easements for new pipe.
 - Upon recording of easements and receipt of bid specifications, materials will be procured and project can begin.

- **Park Improvements/Maintenance**

- Tennis Court Resurfacing Project is scheduled for completion in late June/early July
- 6 new trash cans have been ordered and will be installed upon arrival
 - APW anticipates ordering 6 more for installation in next FY
- LWCF Grant funded Ballfield Remodel Project is very close to approval
 - City staff scheduled to attend grant administration training in June

- **Recycling Center**

- All needed materials for light pole installation have arrived
 - APW staff will be installing light pole during week of 4/19-4/23.

- **Sanitary Sewer**

- Attached report from Alliance Water Resources regarding recent operations of WWTF and sanitary sewer system.
- On 4/14/21, a force main was struck by contractors installing fiber optic line via horizontal boring.
 - Emergency repairs were completed by APW and Alliance Water Resources staff.



REPORT OF OPERATIONS

Ashland, Missouri

Wastewater Treatment Plant

March 2021

Submitted by Alliance Water Resources, Inc.

**OUR
MISSION**

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

Alliance Water Resources, Inc.

206 S. Keene St.
Columbia, MO
65201

(573)874-8080

March 2021

Administrative

- Derek McCubbin has been called up with the National Guard for state of emergency duty. Russell Gerling will be assisting with Local Manager duties in his absence.

Wastewater Treatment Plant

- Normal operations and maintenance were performed this month.
- During high rainfall event solids were retained in the sequox basins in the plant during the reported (to DNR) bypass, by shutting down blowers and allowing solids to settle out.

Lift Station/Sewer Collection System

- The staff performed routine checks and wet well cleaning.
- The staff performed manhole and lift station inspections after rain event.
- The staff responded to a pump failure at Setters Knoll Lift Station. The staff replaced an electronic relay.
- The staff responded to a pump failure at Park Lift Station. The pump was removed by Vandevanter Engineering for inspection and recommendation. It was recommended to replace the pump. A new pump was purchased and installed.
- The staff had the wet well at Park Lift Station cleaned with a vacuum truck. A large amount of rock was removed.
- The staff performed 94 Missouri One Call locate tickets.

Project Updates

- I&I project: Bartlett and West on-site meeting with Derek in March. Needed access to Lift Stations information
- Bartlett and West provided GIS access.

Safety

- No report at this time

Regulatory

- The monthly Discharge Monitoring Report has been submitted to MoDNR. No discharge from the lagoon, therefore samples were collected.
- The quarterly Discharge Monitoring Report has been submitted to MoDNR. No discharge from the lagoon, therefore samples were collected.

Concerns for the Month.

- The odor complaints continue and tend to be more frequent during colder days. The staff will continue housekeeping and routine maintenance to help reduce this. Continue monitoring.
- The South Screw Pump at the Headworks remains locked out until the Screw Pump coupler can be replaced.
- During high rainfall events, there is an increased chance of solids being washed out the Sequox basins in the wastewater plant. The blowers were shut off and allowed the solids to settle to the bottom of the basins, preventing the solids from washing out.

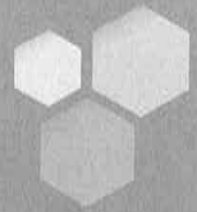
Photos



WATER RESOURCES®
Alliance
Professional Water and Wastewater Operations
OPERATIONS REPORT – Ashland



MISSOURI MUNICIPAL LEAGUE



Elected Officials Training Conference

HOLIDAY INN EXECUTIVE CENTER • COLUMBIA, MISSOURI



JUNE 10-11, 2021

VIRTUAL OPTION AVAILABLE!



ABOUT

This conference provides a nuts and bolts review of the myriad of important issues municipal officials face on a regular basis, from Sunshine Law to planning/zoning, personnel law and revenue sources to leadership and more!



HOTEL INFO

**Holiday Inn
Executive Center**
2200 I-70 Drive SW
Columbia, MO 65205
(573) 203-8178

Room rate:
\$104.95

Room cutoff date:
May 21, 2021



**Missouri
Municipal
League**



MUNICIPAL RESOURCE SHOWCASE

Meet with various governmental agencies and learn how they can provide assistance to your city.



PRICING

Full registration
\$135 (*printed materials*)
\$130 (*electronic materials*)

**LEARN MORE AT
WWW.MOCITIES.COM**

ELECTED OFFICIALS TRAINING CONFERENCE

2021 Agenda



Thursday, June 10

- 9:00 a.m. Registration**
- 10:00 a.m. Welcome** - *Richard Sheets, Interim Executive Director, MML*
MML Services - *Ramona Huckstep, Policy & Membership Associate, MML*
- 11:00 a.m. Fundamentals of Municipal Government**
- *Kevin O'Keefe, Attorney, Curtis, Heinz, Garrett & O'Keefe*
- 12:00 p.m. Lunch & Municipal Resource Showcase**
- 1:30 p.m. Conducting City Business – Ordinances, Resolutions, Motions & Parliamentary Procedure** - *John Young, Hamilton Weber*
- 2:30 p.m. Personnel Law** - *James Hetlage, Attorney, Lashly & Baer, P.C.*
- 3:30 p.m. Public Works Contracting** - *Joe Lauber, Lauber Municipal Law*
- 4:30 p.m. Break**
- 4:45 p.m. Round Table Discussion/Networking**
- 5:30 p.m. Reception/Networking**

Friday, June 11

- 7:30 a.m. Breakfast**
- 8:00 a.m. KEYNOTE: How Creative Communications Led to a More Inclusive, Equitable Community**
- *Kent Wyatt, Communications Manager, Tigard, Oregon and Co-Founder, Engaging Local Government Leaders (ELGL)*
- 9:00 a.m. Planning & Zoning** - *Dan Lang, City Administrator, Dardenne Prairie*
- 10:00 a.m. Revenue Sources** - *Erick Creach, Gilmore & Bell*
- 11:00 a.m. Sunshine Law** - *Casey Lawrence, Missouri Attorney General's Office*
- 12:00 p.m. Adjourn**



Keynote Speaker KENT WYATT

Kent Wyatt is the Communications Manager for the City of Tigard, Oregon and co-founder of Engaging Local Government Leaders (ELGL). In Tigard, he has created two podcasts (Talking Tigard and En Contacto), managed the creation of the City Report Card, and developed 'Late Night in Tigard with Mayor Snider'.

Previously, he worked as a Senior Management Analyst for Tigard and a Senior Associate Legislative Analyst for the Joint Legislative Audit and Review Commission in Richmond, Virginia. He has served on the Clackamas County Budget Committee, West Linn-Willsonville School District Long Range Planning Committee and Just Compassion Board of Directors. Kent graduated from Elon University with a Bachelor's of Science in Business Administration and obtained his Masters of Public Administration from the University of North Carolina at Chapel Hill.



**8 hours of MGI
credit available!**

WWW.MOCITIES.COM