



**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
101 West Broadway
(New City Hall/Police Department Building)
Ashland, Mo. 65010
7:00 p.m. Tuesday, June 01, 2021**

Work Session at 6:00 P.M. To hear a presentation from a Company named NextSite on a program they have partnered with Ameren on to identify and connect economic development and redevelopment opportunities in our City with major retailers and major companies seeking new locations across the Country. Only the Work Session will be via-Zoom Link-<https://us02web.zoom.us/j/81946554462>

I. INTRODUCTORY ITEMS

Invocation
Pledge of Allegiance
Roll Call
Approval of Previous Minutes of May 18, 2021
Adjustment and approval of the Agenda

II. SPECIAL ITEMS

a. None

III. APPOINTMENTS TO BOARD AND COMMISSIONS

a. None

IV. 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.

V. PUBLIC HEARING

a. None

VI. INTRODUCTION AND FIRST READING

- a. Council Bill No. 2021-026, an ordinance to amend Chapter 20; Traffic Code Schedule III. Parking Restrictions of the Ashland City Code. (Tabled 5-18-2021)
- b. Council Bill No. 2021-028, an ordinance authorizing the Mayor to enter into an animal control enforcement cooperative agreement. (Tabled 5-18-2021)

- c. Council Bill No. 2021-031, an ordinance approving the monthly residential trash service rates with Republic Services.

VII. OLD BUSINESS

- a. Ordinance No. 1352, an ordinance authorizing the Mayor to execute a contract with Republic Services to provide public services of collection and disposal of residential and commercial solid waste from the City Limits of Ashland, Mo.
- b. Ordinance No. 1354, an ordinance approving the Final Plat for Liberty Landing North Plat 1
- c. Ordinance No. 1355, an ordinance authorizing the Mayor to execute a purchase agreement with James and Barbara Wilson to purchase certain real property in the City of Ashland
- d. Ordinance No. 1356, an ordinance approving the monthly residential trash service rates with Republic Services

VIII. NEW BUSINESS

- a. None

IX. REPORTS


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

X. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF

XI. 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: 5-28-2021 @ 10:35^{am} 

MAY 18, 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 May 18, 2021 at 101 West Broadway, Ashland, Mo.

Mayor Sullivan gave the invocation.

Mayor Sullivan led in the pledge of allegiance.

Mayor Sullivan called the roll:

Ward One: Nathan Volkart-here, Vacant Seat
Ward Two: Melissa Old-here, Stephanie Bell-here
Ward Three: Rick Lewis-here, Dorise Slinker-here

Staff Present: Darla Sapp, City Clerk, Nathan Nickolaus, City Attorney, Dan VandeVoorde, Building Inspector, Lelande Rehard, Assistant City Administrator, Tony St. Romaine, City Administrator, and Gabe Edwards, Police Chief.

Mayor Sullivan presented the minutes of the May 04, 2021 Board meeting for consideration. Alderman Volkart made motion to approve the minutes as presented. Alderwoman Bell 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 Slinker made motion and seconded by Alderman Volkart to approve the agenda as presented. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan stated under scheduled comments Mr. David Hewitt asked to be removed and would reschedule at a later time if needed. He reminded those that would like to speak needs to contact the City Clerk the Wednesday prior to the meeting. He stated there will be time given after each item to allow for public comments.

Mayor Sullivan presented Council Bill No. 2021-026, an ordinance to amend Chapter 20: Traffic Code Schedule III. Parking Restrictions of the Ashland City Code. Alderman Slinker made motion and seconded by Alderman Volkart to take up Council Bill No. 2021-026, an ordinance to amend Chapter 20: Traffic Code Schedule III. Parking Restrictions of the Ashland City Code. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator reported Alderman Slinker asked that an ordinance be drawn up for a revision to chapter 20 limiting the parking to 2 hours on the north side of Broadway, from Main Street to Bass Street. Mayor Sullivan called for comments from the public. Mayor Sullivan called for comments or questions from the Board. Alderwoman Bell questioned if we talked to the business owners on this matter. Alderman Slinker stated he talked with Charlie from Blue Rooster and Brenda at Skyline and they believe it is the people across the street that live in the apartments that are leaving their cars parked all day. Alderwoman Bell asked how this would be enforced. She also asked where those people are expected to park. Tony St. Romaine, City Administrator stated this is for the north side of Broadway only. Mayor Sullivan stated they could still park on the south side in the parallel parking. There was discussion of the parking issue being moved to the south side. Alderwoman Bell stated they did this in Jefferson City and the property owners/renter were given a tag per unit for parking. She stated the parking is very limited and was concerned about where they would park. Alderman Volkart made motion and seconded by

Alderwoman Old to table this. Chief Edwards stated there is a supreme court ruling you can't chalk the tires of vehicle. He stated he has never worked for a municipality that does that. He stated they could be metered spots and enforced that way. Mayor Sullivan called for the vote to table this Council Bill. Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Volkart-aye, Alderwoman Old-aye, Alderman Slinker-aye. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-027, an ordinance authorizing the Mayor to execute a contract with Republic Services for the collection and disposal of residential and commercial solid waste from the City Limits of Ashland, Mo. Alderman Volkart made motion and seconded by Alderman Lewis to take up Council Bill No. 2021-027, an ordinance authorizing the Mayor to execute a contract with Republic Services for the collection and disposal of residential and commercial solid waste from the City Limits of Ashland, Mo. Mayor Sullivan called for the staff report. Lelande Rehard stated they did a request for proposals and received one proposal from Republic Services that has several different levels and optional services. He stated the base proposal is for an exclusive contract for residential solid waste services and service for the recycling drop-off. Commercial and roll-off services would become an open market. This is the only proposal required for the response to be evaluated by City staff. He stated the alternate proposal 1 is for an exclusive contract for residential, commercial, and recycling drop-off services. Roll-off services would become an open market. Alternate proposal 2 for an exclusive contract for residential, commercial, recycling drop-off, and roll-off services. He stated optional services include, curbside recycling, glass drop-off recycling, and contributions to street repairs. He stated this would be every other week 65 gallon cart for curb side recycling for residential customers. Lelande Rehard stated to assist with the cost of the new service to residents staff was proposing that the City continue to charge residents the \$1.00 fee for the recycling drop-off and offset the additional cost for the curbside recycling service with reserve funds from the Solid Waste fund. He stated after the first year of the agreement the City will drop the \$1.00 charge and the entire cost of the curbside recycling service will be billed to the customers. He stated this would be \$13.95 for trash and recycling for the first year. He stated after the first year the cost would be \$15.97 per month at the 3 percent maximum increase. Mayor Sullivan stated he has heard questions on what is going to happen to the recycling center once we go to curb side recycling. Lelande Rehard stated the county bin would remain but the Republic would be removed. He stated we could also look at adding glass recycling as there are companies that specialize in this. He stated approximately \$33,480.00 of solid waste fund reserves to subsidize the first year of recycling service for residential customers. The Board discussed this at great length. Mayor Sullivan called for public comment and state if they are for or against curbside recycling. Mike Frese of 5775 Charlotte Drive stated he thought the system we had was working really well and did not feel the bins were full. He stated he did not see anything of the excess solid waste fund mentioned in the budget and fund balances. He stated he felt there was other things that could be fixed with the money such as streets and the staff is overworked and underfunded. He stated the main reason he was against this is we just spent a lot of money on recycling center. Elisabeth Sobczak of 807 West Wind Court spoke in favor of the curb side recycling. She stated people would still be dumping junk at the recycling center. She stated it would move it to people's front lawns. She stated she felt it would make residents be more responsible. She stated she felt they would still dump at the recycling center. Jeff Sapp 407 West Broadway stated he was not opposed or in favor of curbside recycling. He stated that he doesn't use the recycling lot and if it was curb side he might use it. Mayor Sullivan called for questions or comments from the Board. Lelande Rehard reported this is every other week for curb side recycling and helps break down on the cost. He gave an overview of Columbia recycling program. He stated the scholarship program and annual contribution to street fund in the amount of \$15,000.00 is in the agreement. Mayor Sullivan thought at the start of this process when we did the request for proposals we were not going to consider an exclusive contract for construction dumpsters. Lelande Rehard stated he checked different solid waste providers and they are very consistent in fees for this service. Alderman Lewis stated we are getting back half of what we are putting in for street repairs and felt we should give recycling a try. Alderman Volkart questioned the contaminated recycling and what would happen. Lelande stated they usually place an educational sticker on the can letting residents know. He stated in extreme

cases they may fine someone. He stated they can come in and audit if there is an issue and increase the rates in extreme cases. Alderman Volkart stated he has heard comment so this is waste of city of funds to subsidize the cost that the funds could be used elsewhere. He stated we could elect to not subsidize and let the residents pay the higher rate. He stated he has heard concerns of the container for residents without garages and residents leaving these out at the street all year long. Alderwoman Bell echoed some of previous Aldermen's comments. She stated the responses she has heard is about fifty/ fifty and has heard positive and negative on spending the money. She was in favor of curbside recycling and that it would be convenient to have at home. She also asked how many tickets have we issued for violations on illegal dumping at the recycling center. She stated we are currently receiving no funds for street repairs under the old contract. Andrew Worrall stated they have issued 12 citations. She stated she did not see the problems decreasing at the recycling center if we did go to curbside recycling. Alderman Slinker questioned if the recycling was not optional. Lelande Rehard, Assistant City Administrator stated because they have to purchase the carts and possibly another vehicle the cost needs to offset the revenues. Tony St. Romaine, City Administrator stated the capital cost is the same to run the route. They are still running the same route regardless. Alderman Slinker questioned why we could not add another recycling bin at the recycling lot. Lelande Rehard stated the way the lot is set up it would not work. Mayor Sullivan stated the contract ends at the end of month and we need to make a decision. Nathan Nickolaus stated the second reading will be on June 1 and we will need to sign the contract that night. Mayor Sullivan asked for a motion to remove curb side recycling from consideration. He stated if you vote yes to remove curb side recycling it is approved. He stated this would be \$13.95 per month. He stated if the Board voted no you don't want to remove. Mayor Sullivan stated the staff recommendation the alternate #2 that includes every other week curbside recycling service for residential customers. Alderman Slinker made motion and seconded by Alderman Volkart to remove the curbside recycling option. Mayor Sullivan stated if they vote yes the recycling is dead for now. He stated if you vote no then it moves the recycling forward. Mayor Sullivan called for the vote. Alderwoman Bell-no, Alderman Lewis-no, Alderman Volkart-yes, Alderwoman Old-yes. Alderman Slinker-yes. Mayor Sullivan stated they voted to remove curb side recycle. Mayor Sullivan called for comments or questions about the base proposal from the Board or staff. Alderwoman Old questioned if the roll off was open market. It was reported it was not. Alderwoman Old stated she is not in favor of that. Alderwoman Bell questioned if the offer of money for street repair still in with the trash. It was reported it was. Mayor Sullivan called for the vote on the original motion. Alderman Volkart-yes, Alderwoman Old-no, Alderman Slinker-yes, Alderwoman Bell-yes, Alderman Lewis-no. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-028, an ordinance authorizing the Mayor to enter into an animal control enforcement cooperative agreement for consideration. Alderwoman Old made motion and seconded by Alderwoman Bell to take up for consideration Council Bill No. 2021-028, an ordinance authorizing the Mayor to enter into an animal control enforcement cooperative agreement Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator stated this is an annual agreement the City has had for several years and has the same fee of not to exceed \$6,000.00 and is a one year contract. He stated they are recommending approval. Mayor Sullivan called for public comments. Gabe Edwards, Police Chief, stated when the police department contacts the animal control it is after hours and they do not provide services. He stated the police department does not have the training, equipment or facilities to take care of animal complaints or issues. Tony St. Romaine stated this is the first he has heard of any issues and stated a meeting should be scheduled with Animal Control to work through some of these issues. Alderman Slinker made motion and seconded by Alderman Volkart to table this. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Volkart-aye, Alderwoman Old-aye, Alderman Slinker-aye. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-029, an ordinance approving the final plat for Liberty Landing North Plat 1 for consideration. Alderwoman Old made motion and seconded by Alderman Lewis to take up for consideration Council Bill No. 2021-029, an ordinance approving the final plat for Liberty

Landing North Plat 1. Mayor Sullivan called for the staff report. Dan Vandevoorde stated this contains 28 lots, 3 lots will be walkout basements and the rest slab lots. He stated the detention basin will be maintained under the home owner association. He stated at the Planning and Zoning Commission last night it passed four to one. He stated staff recommends the approval of Liberty Landing North Plat 1. Mayor Sullivan called for public comments. Jeff Sapp, Planning and Zoning Commission stated there was discussion of the detention basin on Lot 117 and asked for clarification on homeowners association monitored enforced and implementation. He stated if the homeowner association did not maintain it would revert back to the city of Ashland to maintain. Cody Murphy resident at 4870 W. Red Tail Drive in Liberty Landing Subdivision stated the detention basin in his subdivision has 10's of thousands of gallons of water going on his property. He stated his concern is he would hate to have someone else dealing with the issue He stated he did know how the plat got approved. Chris Sander, McClure Engineering explained a detention basin serves and process the drainage and natural drainage course in accordance with city requirements. He stated it is figured at a 25 year storm. He stated water runs down hill into an existing creek. He stated a detention basin helps with the rate of runoff. The Board discussed drainage easements. Mayor Sullivan stated since Mr. Murphy has legal action against Mr. Martin we don't want to misstep and discuss his particular situation. Alderman Volkart stated possible oversight was lacking in the last development and they have put inspections in place that would prevent that from happening in the future. There was discussion of individual builders could grade their yards and no one on staff checked it. Dan Vandevoorde, Building Inspector stated the maintenance is under their ownership of the association and yearly inspections would be done. Mayor Sullivan called for comments or questions from the Board. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Volkart-aye, Alderman Slinker-aye, Alderwoman Old-aye. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-030, an ordinance authorizing the Mayor to execute a purchase agreement with James and Barbara Wilson to purchase certain real property in the City of Ashland. Alderwoman Old made motion and seconded by Alderman Volkart to take up for consideration Council Bill No. 2021-030, an ordinance authorizing the Mayor to execute a purchase agreement with James and Barbara Wilson to purchase certain real property in the City of Ashland. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator stated they have been working on the Lakeview Estates Lake for the last two years. He stated the Park Board is wanting to purchase the water portion owned by the Wilsons. He stated this will give the City of Ashland complete ownership of the Lakeview Lake. He stated they have been negotiating with the Wilson's and they want to keep the land portion for future development. He stated the Parks and Recreation Board is developing a master plan for this Lake area. He stated that we have an opportunity to get Missouri Department of Conservation funds, grants, and technical assistance for developing the lake as public fishing amenity. He stated the Park Board ask that we pay for the purchase in two annual payments of \$21,964.50 at 3% percent interest. He stated this would be paid from the Parks fund. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderman Lewis stated he was unsure how you buy the water portion of a lake. Tony St. Romaine, stated we could not get grants because we did not own the full lake and we would be trespassing. He stated they wanted to acquire an easement from the Wilsons to make a walking trail around the lake but they declined. He stated that would be nice to have but he felt there is still ways to make a pier system to bypass their land. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Old-aye, Alderman Slinker-aye, Alderman Lewis-aye, Alderwoman Bell-aye. Motion carried.

Mayor Sullivan presented Ordinance No. 1350, an ordinance adopting the City's Classification and Pay Plan for FY 2022 for consideration. Alderman Volkart made motion and seconded by Alderman Slinker to take up Ordinance No. 1350, an ordinance adopting the City's Classification and Pay Plan FY 2022. Mayor Sullivan called for the staff report. Tony St. Romaine stated this is tied to the 2022 Budget and has the ranges of pay, cost of living for current city employees and three new positions added. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board.

Mayor Sullivan called for the vote. Alderwoman Bell aye, Alderman Slinker-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented a resolution authorizing the City Administrator to list for sale surplus property at 601 East Broadway. Alderwoman Old made motion and seconded by Alderman Volkart to take up a Resolution authorizing the City Administrator to list for sale surplus property at 601 East Broadway. Mayor Sullivan called for the staff report. Mayor Sullivan stated he wanted this brought up for official vote to allow for us to list the property. He suggested that we put this up for sale by owner. He stated he has been contacted by at least two investors and two realtors on the piece of property. He stated they could present us an offer. He stated he would like to see we openly put it on the market for \$500,000.00 and see where we go. Tony St. Romaine stated we could save 3 percent by not listing this. He stated he felt we should have property appraised. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderwoman Bell questioned about auctioning it. Nathan Nickolaus, City Attorney stated that typically you do not get a good price for property by auctioning. The Board discussed this at length and the property would not be available until the end of the year when we move to our location. Mayor Sullivan called for comments from the public. Mike Frese stated putting this up for sale was a good idea. He stated a couple of years ago when the city sold off excess property he was unaware of it. He stated he did not see a sign or notice of any kind. Mayor Sullivan stated the Board would have to vote and approve any offers we get. Chief Edwards expressed legal concerns of people coming through the building. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Volkart-aye, Alderman Slinker-aye, Alderwoman Old-aye. Motion carried.

Nathan Nickolaus, City Attorney advised any further discussion on the sale of this property should be done in closed session.

Mayor's Report:

Mayor Sullivan stated we have also had complaints on speeding Broadway and one business owner having his mirror knocked off of his truck. He also reported a dog jumping a fence and in Liberty Landing Subdivision after someone walking and chased her and also another animal complaint on Norma Lane. He also stated a stormwater issue on Meadowmere View. Mayor Sullivan discussed the storm water issues and stated water has to go somewhere. He stated we need to continue to be aware of this when reviewing plans. He stated this does not solve problems from the past. Mayor Sullivan clarified Board members abstaining from votes should have significant financial investment that would prevent them from voting. He stated it is their duty to vote. Nathan Nickolaus stated if you have a financial investment you should abstain come. If there is a question then you need to talk with him or Tony prior to the meeting. He stated if there is a conflict of interest they need to leave the room before the discussion ever happens.

City Administrator's Report:

Tony St. Romaine, thanked the public works for the remodeling on this meeting room and the Gabe and Andrew for getting the television up and running. He thanked the administrative staff and Mayor Sullivan for the use of the temporary table and chairs until ours come in.

Tony St. Romaine stated the issue Alderwoman Bell had on speeding and use of stop signs to control speed Chief Edwards has looked at traffic counters at a cost of lower part of \$4,000.00. He stated this would allow us to utilize the data to determine these issues and determine the traffic volume and have a valid reason to place stop signs to slow traffic. He informed the Board they had an interview for the part time civil engineering position tomorrow. He stated the traffic counter was not in the budget but if we are interested in purchasing it we would need to appropriate some funds to acquire that equipment. Alderwoman Bell stated she is in favor of this purchase.

City Attorney's Report:

Nathan Nickolaus, City Attorney encouraged the City to put up a sign for new meeting room to make it easier to locate. He gave an update on the Wayfair legislation and the American Rescue Plan Act funds.

Public Works monthly Report:

Lelande Rehard, Assistant City Administrator gave the monthly Public Works report in James Creel absence tonight due to vacation. He reported weather permitting they have made several asphalt patches and Russian Setter Circle developer Bill Martin will work together to make repairs in June, after the ground as dried up. He gave an overview of the mill and overlay projects repairs and estimated cost of repairs at \$300,000 and the streets are broken out into wards. He gave an update on the Billy Joe Sapp Drive stormwater. He stated a preliminary engineering report is currently being completed by Allstate for Oak Street stormwater. Lelande Rehard discussed in instances of heavy stormwater runoff and poor drainage system design have standing water in yards and intersections at Meadowmere acres, Nickman Road and Martha Crump Drive. Lelande Rehard gave an overview of the park improvements and annual maintenance. He stated the bathrooms have been vandalized at the park. He informed the Board the tennis courts will be resurfaced in late June or early July. He stated the veteran's memorial dedication would be on Veterans Day. He reported the light has been installed at the recycling center. He stated the Alliance Water Resource report regarding recent operations was attached on the Waste Water Treatment Facility. He stated under miscellaneous was painting, drywall repairs, rekeying 101 West Broadway. He stated the police department installed the monitors.

Mayor Sullivan questioned if our contracted mowing company was mowing 101 West Broadway. It was reported we added this property to the contract.

Board of Aldermen's Reports:

Alderman Slinker questioned if a cross walk could be added to the South of Allegiance and Patriot where they have the mailbox station.

Alderman Slinker questioned the amount of handicap spots on Broadway being three out of the 25. He asked if this could be made into two handicapped spots.

Alderman Slinker discussed the socket construction, stormwater on Allegiance and Liberty Landing south.

Alderwoman Old gave an update on the Fall Festival and reported they have already booked a band. She stated they also have a business commitment to serve adult beverages that will need to be approved by the Board of Aldermen in the near future. She stated they are also working on the car show. She stated they are still accepting vendor applications. Alderwoman Old stated they are working on getting murals painted on the bathroom at the park to make it look nicer.

Alderwoman Bell stated she has had several e-mails and contacts regarding the trash issue and appreciates hearing from her constituents. She stated she supported the purchase of traffic counter to help them make decisions. She also discussed drainage issues on Sue Drive. She discussed cleaning up the city core and beautifying it and working together as a community. Alderwoman Bell discussed issues of dogs being without their leash. She stated this is the city ordinance. She stated there are unleashed dogs in the park.

Alderman Volkart asked for the potential trail sight by Season's Ridge be looked into.

Alderman Volkart discussed water bubbling from the concrete in the street at 14732 Red Setter Circle. He stated there is still no power to the emergency warning siren by River City Construction.

Alderman Lewis stated he attended his first Planning and Zoning Commission last night. He stated that Jeff Sapp was elected as chairman. He also thanked Jeff Sapp in getting him up to date on the Planning

and Zoning Commission. He stated that Lelande Rehard, Assistant City Administrator presented them with a format on training and a policy manual for them to consider. He stated that Jerrod Bryan was elected as Co-Chairman.

Mayor Sullivan stated in the future we may require a permitting process for utility companies doing work in subdivisions so we know who and what work they are doing.

Mayor Sullivan informed the Board a young lady in Eagle Lake was collecting bubbles to donate to the Women's and Children's Hospital and also wanting to clean up trash in Ashland.

Mayor Sullivan informed the Board the Balloon Glow starts at 7:30 p.m. at Cartwright Industrial Park on Friday night.

Alderwoman Bell asked that we add events that happening around Ashland on an events calendar on our website.

Mayor Sullivan questioned what was being built on the lot between Moser's and Dollar General on Eastside Drive. Dan Vandevoorde stated they are placing bins to store mulch and rock in.

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

Mayor Sullivan called for the adjournment.

Alderwoman Bell made motion and seconded by Alderman Volkart to adjourn. Mayor Sullivan called for the vote. Motion carried.

Darla Sapp, City Clerk

Richard Sullivan, Mayor



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St. Romaine

Board Meeting Date: 6/1/2021

Re: Restricting Parking on Broadway

EXECUTIVE SUMMARY:

Staff has prepared an ordinance to restrict parking to 2 hours between the hours of 9:00 AM and 5:00 PM along both sides of Broadway between Bass St. and Main St.

DISCUSSION:

At the direction of Alderman Slinker staff prepared an ordinance for consideration to restrict parking to no more than 2 hours along the north side of Broadway between Bass St. and Main St. between the hours of 9:00 AM and 5:00 PM, except after 12:00 PM on Saturday and all-day Sunday. During the first reading of the proposed ordinance the Board of Alderman requested staff amend the ordinance to include restricting parking on the south side of Broadway as well.

Staff has begun monitoring parking availability on Broadway during weekday business hours and brainstorming parking alternatives for downtown residents and employees that do not have onsite parking available.

FISCAL IMPACT:

Short Term Impact : N/A

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff does not recommend approving an ordinance restricting parking along Broadway currently. Observations over the last two weeks have not demonstrated a strong need for restrictions. Furthermore, alternate parking for downtown residents and employees without access to onsite parking needs to be addressed before parking restrictions go into effect. The eminent formation of a downtown organization also provides an opportunity for downtown property owners, business owners, and residents to work together on parking recommendations, restrictions, and programs.

AN ORDINANCE TO AMEND CHAPTER 20, TRAFFIC CODE SCHEDULE III. PARKING RESTRICTIONS OF THE ASHLAND CITY CODE

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

Section 1. Chapter 20 of the Ashland City Code is hereby amended as follows:

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

SCHEDULE III. PARKING RESTRICTIONS

As authorized by and in accordance with Chapter 20, it shall be unlawful for the operator of a motor vehicle to stop, stand or park said motor vehicle at any one time or instance or location, as designated herein, except when necessary to avoid a conflict with the directions of a Police Officer or traffic control sign or signal.

- A. No person shall park a vehicle for longer than 20 minutes during the hours of 9:00 a.m. and 5:00 p.m. on any day, except Saturdays after 12:00 p.m. and Sundays and public holidays, on the following described parking spaces:
 - 1) The two most eastern angled parking spaces, not including parking spaces designated as handicapped parking spaces, located on the north side of East Broadway and the west side of Bass Street.
- B. No person shall park a vehicle on Ashley Drive except on the south side of said street.
- C. No person shall park a vehicle on Perry Avenue except on the east side of the street.
- D. No person shall park a vehicle for longer than two hours during the hours of 9:00 a.m. and 5:00 p.m., on any day except Saturdays after 12:00 p.m. and Sundays and public holidays, on the north side and south side of East Broadway between Main Street and Bass Street.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: May 18, 2021

Re: Boone County Animal Control Agreement

EXECUTIVE SUMMARY: The City of Ashland contracts its animal control services to Boone County. County agrees to provide animal code enforcement services within the City through the City/County Health Department at the anticipated services levels set out in Exhibit A of the agreement.

DISCUSSION: The contract contains a total not-to-exceed provision of \$6,000.00 and the contract term would be 6/7/2020 through 6/6/2022.

FISCAL IMPACT:

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

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation authorizing an agreement with Boone County for the provision of animal control services.

COUNCIL BILL NO. 2021-028

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL
CONTROL ENFORCEMENT COOPERATIVE AGREEMENT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Animal Control Cooperative Agreement with the Boone County Commission. The form and content of the Cooperative agreement shall be substantially as set forth in Exhibit "A" which, is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney

Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

- A. In order to ensure that staff is enforcing a single set of guidelines as set out in Chapter 2 of the Boone County Health Code, Ashland has enacted ordinances which shall remain in effect for the duration of the this Agreement. If Ashland decides to amend said ordinances in a manner deemed substantive by County, then this agreement shall terminate.
2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code

so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 7, 2021, through June 6, 2022, City agrees to pay County a rate of \$51.68 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. However, the total reimbursement shall not exceed \$6,000 unless this contract is amended. The City will be reimbursing for services rendered herein, and paid on a quarterly basis. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond June 6, 2022, they will enter into a new, written agreement.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

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

CITY OF ASHLAND:

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

BOONE COUNTY, MISSOURI:

By: _____
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

AUDITOR ACKNOWLEDGEMENT
FOR BUDGET PURPOSES:

June Pitchford, Boone County Auditor

Approved as to form:

C.J. Dykhouse, County Counselor

Exhibit A

Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

AN ORDINANCE APPROVING THE FINAL PLAT FOR LIBERTY LANDING NORTH
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 Liberty Landing North Plat 1 at their meeting on May 17, 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 Liberty Landing North, Plat 1, 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 Northwest Quarter of Section 15 and the Northeast Quarter of Section 16, all in Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the Survey recorded in Book 1517, Page 69 and also being part of the Tract described in the Warranty Deed recorded in Book 5356 at Page 107, all of the Boone County Records and being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 16; Thence along the South line of said Northeast Quarter N88°11'10"W, 595.47 feet; Thence leaving said Quarter Section line N01°48'50"E, 160.00 feet; Thence N00°05'00"E, 50.02 feet; Thence N01°15'20"E, 96.17 feet; Thence S88°44'40"E, 120.00 feet; Thence 85°30'10"E, 50.08 feet; Thence S88°44'40"E, 125.00 feet; Thence S01°15'20"W, 2.93 feet; Thence S88°44'40"E, 125.00 feet; Thence N01°15'20"E, 25.49 feet; Thence S88°44'40"E, 175.00 feet; Thence N01°15'20"E, 425.00 feet; Thence S88°44'40"E, 125.00 feet; Thence N01°15'20"E, 54.11 feet; Thence S88°44'40"E, 272.18 feet; Thence N28°09'30"E, 71.97 feet; Thence N76°11'20"E, 52.02 feet; Thence S06°13'00"E, 176.92 feet; Thence S21°19'20"E, 67.46 feet; Thence S36°54'30"E, 29.71 feet; Thence N58°29'20"E, 110.45 feet; Thence S61°42'00"E, 55.59 feet; Thence S07°42'20"W, 94.00 feet; Thence S42°53'30"W, 130.72 feet; Thence N50°55'30"W, 56.21 feet; Thence S69°53'10"W, 141.58 feet; Thence S37°07'00"W, 52.96 feet; Thence S01°34'50"E, 80.23 feet; Thence S51°13'20"W, 99.19 feet; Thence S35°31'20"E, 98.02 feet; Thence

S36°20'20"W, 95.59 feet; Thence S02°46'10"W, 118.50 feet to a point on the South line of the Northwest Quarter of Section 15; Thence along said Quarter Section line, N87°13'50"W, 313.81 feet to the point of beginning and containing 12.64 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:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: June 1, 2021

Re: Ordinance Adopting Residential Trash Collection Rates

EXECUTIVE SUMMARY: On June 1, 2021, the City entered into an agreement With Republic Services for trash pick-up services. The agreement spans five years and including potential rate adjustment each year.

DISCUSSION: The current FY21 the monthly residential trash rate is \$12.11. Effective June 1, 2021 (FY22), the rate will increase to \$12.95 per month.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next year): The new agreement increases residential rates by \$0.84 per month.

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Staff recommends approval of the Ordinance establishing new residential trash service rates effective June 1, 2021 through May 31, 2022.

COUNCIL BILL NO. 2021-031

ORDINANCE NO.

AN ORDINANCE APPROVING THE MONTHLY RESIDENTIAL TRASH SERVICE
RATES WITH REPUBLIC SERVICES

WHEREAS, Republic Services provides residential solid waste services in the City of Ashland pursuant to a contract with the City that is effective on June 1, 2021; and

WHEREAS, the agreement spans five years and includes potential rate adjustment for each year.

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

Section 1. The Board of Aldermen approves the residential rates of \$12.95 cents per month.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified to correct form:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: 5/18/2021

Re: Solid Waste Services Agreement

EXECUTIVE SUMMARY:

Staff prepared an RFP for bidding the City's Solid Waste Services in March and received one bid from Republic Services (City's current provider). This agreement grants Republic Services exclusivity to Ashland's residential, commercial, industrial, and roll-off solid waste services.

DISCUSSION:

The RFP for Solid Waste Services asked bidders to consider three different service levels and optional services.

Base Proposal – Operations plan and rates for an exclusive contact for residential solid waste services and service for the recycling drop-off. Commercial and Roll-off services would become an open market. This is the only proposal required for the response to be evaluated by City staff.

Alternate Proposal 1 – Operations plan and rates for an exclusive contract for residential, commercial, and recycling drop-off services. Roll-off services would become an open market.

Alternate Proposal 2 – Operations plan and rates for an exclusive contract for residential, commercial, recycling drop-off, and roll-off services.

Optional Services – Include: curbside recycling, glass drop-off recycling, and contributions to street repairs.

Republic Services provided pricing for all three options. After discussion with the Board of Alderman staff has prepared an agreement for the Alternate Proposal 2 that includes every other week curbside recycling service for residential customers. To assist with the cost of the new service to residents staff is proposing that the City continue to charge residents the \$1.00 fee for the recycling drop-off and offset the addition cost for the curbside recycling service with reserve funds from the Solid Waste Fund. After the first year of the agreement the City will drop the \$1.00 charge and the entire cost of the curbside recycling service will be billed to customers.

Monthly Costs for Residents				
	Trash	Recycling	Drop-off	Total for Trash and Recycling
Year 1	12.95	\$0.00	\$1.00	\$13.95
Year 2*	\$13.34	\$2.63	\$0.00	\$15.97

*allowable 3% maximum rate increase

DISCUSSION:

Once curbside containers are in place Republic will no longer provide a container for the recycling drop-off. The Boone County recycling drop-off container will continue to use the drop-off site and be available to residents. The recycling drop-off will provide an excellent location for a future glass recycling container.

This agreement moves billing for commercial, industrial, and roll-off services over to Republic Services. The City will continue to bill residential customers and pay Republic Services.

Republic Services will provide \$15,000 annually to the City's street fund and \$2,000 to the Southern Boone School District for an annual scholarship

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): Approximately \$33,480.00 of Solid Waste Fund reserves to subsidize the first year of curbside recycling service for residential customers.

Long Term Impact: N/A

SUGGESTED BOARD ACTION:

Staff recommends approving the agreement.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH
REPUBLIC SERVICES TO PROVIDE PUBLIC SERVICES OF COLLECTION AND
DISPOSAL OF RESIDENTIAL AND COMMERCIAL SOLID WASTE FROM THE CITY
LIMITS OF ASHLAND, MO.

Whereas, the City of Ashland put out a request for proposals for the city's solid waste services in March, 2021 and received one bid from Republic Services.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute the contract with Republic Services.

Section 2. The terms of said agreement is set forth in the attached agreement and marked as Exhibit "A" which by this reference is incorporated herein as if more fully and completely set out.

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

Passed this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified to correct form:

Nathan Nickolaus, City Attorney

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 1st day of June, 2021 (“**Effective Date**”), by and between the City of Ashland, Missouri (“**City**”), and Allied Services, LLC dba Republic Services of Jefferson City, a Delaware limited liability company qualified to do and actually doing business in the State of Missouri (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

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

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

Residential Units

Large Commercial Units

Small Commercial Units

Industrial Permanent Units

Municipal Facilities

Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees

that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

Exhibit B Specifications & Pricing for Recycling Services

Exhibit C Company's Performance Bond

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the "Term") unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) three (3) percent or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. The Company will provide the City with written notice and justification of an increase in costs due to change in law adjustments 30 days before such an increase becomes effective.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall pay the Company within 30 days of the closing of each City monthly billing period.

8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all Small Commercial Units, Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units Services rendered to such Customer under this Agreement within twenty-five (25) days following the end of the month, and the Customer shall pay Company's invoices.

- 8.3 Payment. The Customer shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoices. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.
- 8.4 Service Suspension.
- 8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.
- 8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.
- 8.5 Audits.
- 8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.
- 8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the

calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly

scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

14. **Risk Allocation.** Except as otherwise specifically set forth herein, the Company shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. **Force Majeure.** Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Ashland, Missouri

Allied Services, LLC dba Republic Services of
Jefferson City

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

_____ X Municipal Solid Waste (MSW) _____ X Bulky Waste
_____ Yard Waste _____ X Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.14 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.15 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.16 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.17 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 6:00 A.M. or continue after 6:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than one 95 Gal. Trash container per week from each Residential Unit and any addition 95 Gal. Trash Container requested for the charge listed in Exhibit A-1. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

3.11 Walk Up Service. The Company shall make available walk-up service to person(s) with physical limitations. Residents with physical limitations, who reside in a household with no other able-bodied person to assist with solid waste disposal may request walk-up service. Walk-up service shall be provided at the regular residential rate. Prior to receiving walk-up service a resident may be required to complete a physician-verified application confirming the condition which prevents the person from transporting the container to the curbside, and that no other persons lives in the household who is capable of transporting the container to the curbside.

3.12 Street Repair Contribution. For consideration of street repairs due to collection trucks using City streets, Company shall pay to the City a street repair contribution identified in Exhibit A-1. Payment shall be made to the City annually.

3.13 Scholarship. The Company will provide an annual scholarship fund of \$2,000.00 to the Southern Boone School District for the length of this contract.

EXHIBIT A-1

SOLID WASTE AND RECYCLING PRICING

Residential and Municipal Rates, Services, and Contributions					
*Rates are based on a maximum of a 3% increase each year.					
	Year 1	Year 2	Year 3	Year 4	Year 5
95 Gal. Weekly Residential Trash and 65 Ga. Every other Week Recycling*	\$12.95	\$13.34	\$13.74	\$14.15	\$14.58
Charge for Additional Cart*	\$3.00	\$3.09	\$3.18	\$3.28	\$3.38
Curbside Bulky Pick-up Once Annually (Spring Clean-up)	No Charge	No Charge	No Charge	No Charge	No Charge
Curbside Bulky Pick-up On-Call*	\$25.00/yard	\$25.75/yard	\$26.52/yard	\$27.32/yard	\$28.14/yard
Trash for City Facilities & Recycle Roll off Service 2x/week (Mon, Fri)	No Charge	No Charge	No Charge	No Charge	No Charge
Street Repair Contribution	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Scholarship	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

Commercial Rates				
*Rates are subject to a maximum of a 3% increase each year.				
	1x/Week	2x/Week	3x/Week	4x/Week
95 Gal. Cart*	\$27.56	\$41.35	\$52.40	
1 Yard Container*	\$36.07	\$60.79	\$85.53	
2 Yard Container*	\$49.44	\$87.49	\$125.54	
3 Yard Container*	\$65.10	\$116.46	\$167.86	
4 Yard Container*	\$79.72	\$144.47	\$209.20	
6 Yard Container*	\$112.02	\$203.43	\$297.37	\$396.89
8 Yard Container*	\$141.32	\$259.42	\$377.48	\$502.82
ON CALL-NON SCHEDULED SERVICE				
95 Gal Cart*	\$20.00			
1 Yard Container*	\$50.00			
2 Yard Container*	\$55.00			
3 Yard Container*	\$60.00			
4 Yard Container*	\$65.00			
6 Yard Container*	\$70.00			
8 Yard Container*	\$75.00			

Commercial Additional Services (per occurrence)	
*Rates are subject to a maximum of a 3% increase each year.	
Container Delivery*	\$25.00
Container Exchange*	\$25.00
Container Relocate*	\$25.00
Container Removal*	\$25.00
Extra Yards*	\$25.00

Industrial Service Charges (per occurrence)	
*Rates are subject to a maximum of a 3% increase each year.	
Dry Run*	\$150.00
Overage (additional per ton charge at 10 tons and over, legal road limit is 10 tons)*	\$25.00/ton

Roll-off Rates and Service Charges				
*Rates are subject to a maximum of a 3% increase each year.				
Container Size	Delivery Fee	Scheduled Haul Fee	On Call Haul Fee	Disposal Fee
20, 30, or 40 yard*	\$65.00	\$165.00	\$165.00	\$50.00/ton

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City’s Collection and Processing rate assumes that, on average, City’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

6. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)

- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- [Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]

7. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- [Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)]
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT C

COMPANY'S PERFORMANCE BOND

[To be provided by Company]



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: June 1, 2021

Re: Ordinance Adopting Residential Trash Collection Rates

EXECUTIVE SUMMARY: On June 1, 2021, the City entered into an agreement With Republic Services for trash pick-up services. The agreement spans five years and including potential rate adjustment each year.

DISCUSSION: The current FY21 the monthly residential trash rate is \$12.11. Effective June 1, 2021 (FY22), the rate will increase to \$12.95 per month.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next year): The new agreement increases residential rates by \$0.84 per month.

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Staff recommends approval of the Ordinance establishing new residential trash service rates effective June 1, 2021 through May 31, 2022.

AN ORDINANCE APPROVING THE FINAL PLAT FOR LIBERTY LANDING NORTH
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 Liberty Landing North Plat 1 at their meeting on May 17, 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 Liberty Landing North, Plat 1, 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 Northwest Quarter of Section 15 and the Northeast Quarter of Section 16, all in Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being a part of the Survey recorded in Book 1517, Page 69 and also being part of the Tract described in the Warranty Deed recorded in Book 5356 at Page 107, all of the Boone County Records and being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 16; Thence along the South line of said Northeast Quarter N88°11'10"W, 595.47 feet; Thence leaving said Quarter Section line N01°48'50"E, 160.00 feet; Thence N00°05'00"E, 50.02 feet; Thence N01°15'20"E, 96.17 feet; Thence S88°44'40"E, 120.00 feet; Thence 85°30'10"E, 50.08 feet; Thence S88°44'40"E, 125.00 feet; Thence S01°15'20"W, 2.93 feet; Thence S88°44'40"E, 125.00 feet; Thence N01°15'20"E, 25.49 feet; Thence S88°44'40"E, 175.00 feet; Thence N01°15'20"E, 425.00 feet; Thence S88°44'40"E, 125.00 feet; Thence N01°15'20"E, 54.11 feet; Thence S88°44'40"E, 272.18 feet; Thence N28°09'30"E, 71.97 feet; Thence N76°11'20"E, 52.02 feet; Thence S06°13'00"E, 176.92 feet; Thence S21°19'20"E, 67.46 feet; Thence S36°54'30"E, 29.71 feet; Thence N58°29'20"E, 110.45 feet; Thence S61°42'00"E, 55.59 feet; Thence S07°42'20"W, 94.00 feet; Thence S42°53'30"W, 130.72 feet; Thence N50°55'30"W, 56.21 feet; Thence S69°53'10"W, 141.58 feet; Thence S37°07'00"W, 52.96 feet; Thence S01°34'50"E, 80.23 feet; Thence S51°13'20"W, 99.19 feet; Thence S35°31'20"E, 98.02 feet; Thence

S36°20'20"W, 95.59 feet; Thence S02°46'10"W, 118.50 feet to a point on the South line of the Northwest Quarter of Section 15; Thence along said Quarter Section line, N87°13'50"W, 313.81 feet to the point of beginning and containing 12.64 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:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St. Romaine

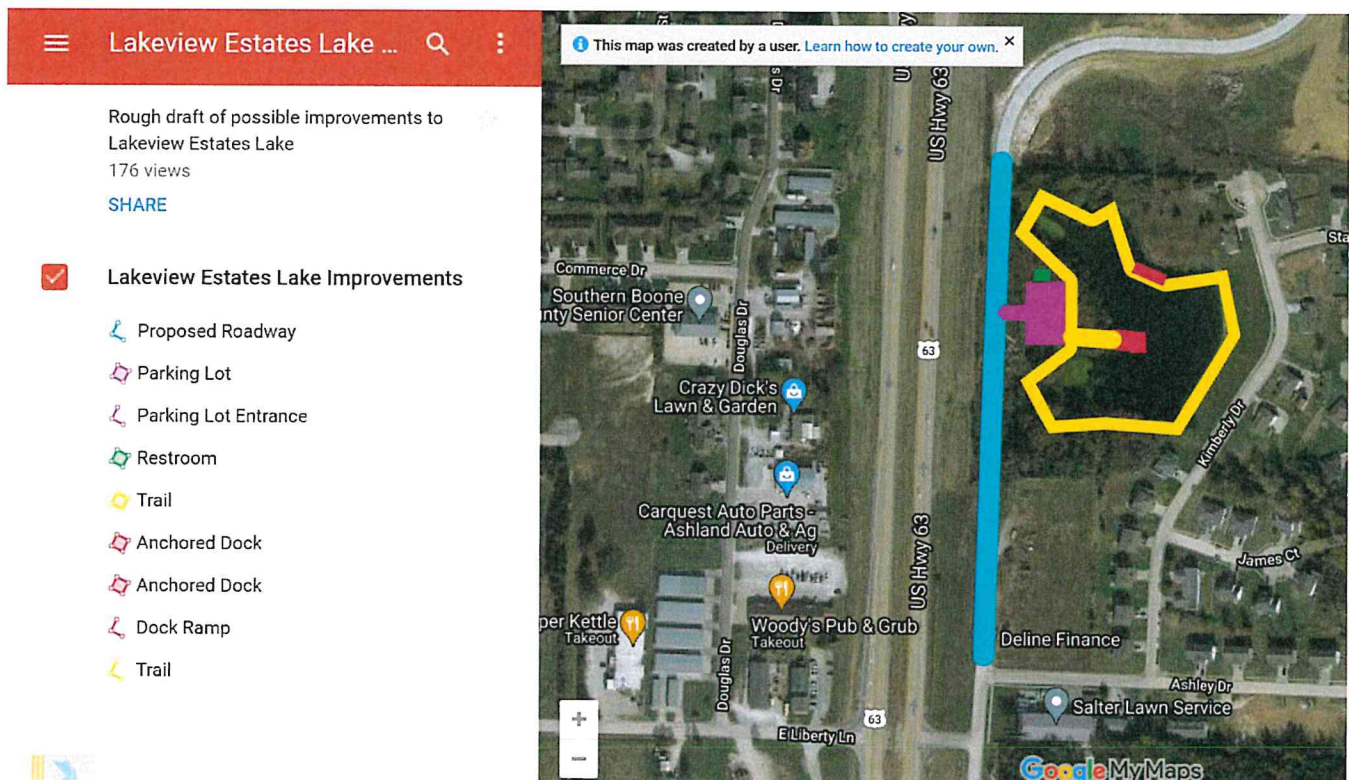
Board Meeting Date: May, 18th 2021

Re: Authorizing the Purchase of Property

EXECUTIVE SUMMARY: Staff has prepared the necessary documentation for the Board of Alderman to authorize the purchase of property from James and Barbara Wilson. The purchase of the property will give the City of Ashland complete ownership of Lakeview Lake.

DISCUSSION: This property is the last piece of Lakeview Lake that is not owned by the City of Ashland. Staff, at the direction of the Parks Board, has worked with the property owner to purchase the water portion of their property. The property owners will retain the land portion of the property. Owning all the water on the lake enables the Park Board to get Missouri Department of Conservation funds, grants, and technical assistance for developing the lake as a public fishing amenity. The City owns enough of the surrounding land to be able to develop access to the lake.

Below is a preliminary design for developing park provided by City of Ashland Public Works.



FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 5 years): \$43,929.00 to be a paid in two annual installments of \$21,964.50.

Long Term Impact: \$0

SUGGESTED BOARD ACTION: Staff recommends authorizing the purchase of the Wilson's property.

IN THE CITY OF ASHLAND, MISSOURI

COUNCIL BILL NO. 2021-030

ORDINANCE NO. 1355

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
PURCHASE AGREEMENT WITH JAMES AND BARBARA WILSON TO
PURCHASE CERTAIN REAL PROPERTY IN THE CITY OF ASHLAND.**

WHEREAS, the City has an interest in acquiring all of the property which constitutes Lakeside Lake, in the City of Ashland for recreational purposes; and

WHEREAS, the purchase of certain property now owned by James and Barbara Wilson will further that purpose;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Ashland, as follows:

SECTION ONE: The Mayor is hereby authorized to execute a purchase agreement, substantially in the form of the attached Exhibit A, with James and Barbara Wilson for the purchase of the real estate described in that document.

SECTION TWO: Upon the closing, the Mayor is authorized to accept, on behalf of the City a warranty deed for such property from Mr. and Mrs. Wilson.

SECTION THREE: The Mayor, or his designee, is hereby authorized to pay to Mr. and Mrs. Wilson the sum of Twenty-One Thousand Nine Hundred Sixty-Four Dollars And Fifty Cents (\$21,964.50) upon the receipt of the deed for the property, such sum representing one-half of the purchase price.

SECTION FOUR: The Mayor and City Staff are further authorized to take such additional actions as may be practical or necessary to carry out the intent of this Ordinance.

SECTION FIVE: This Ordinance shall be effective immediately upon its final passage and approval.

FIRST READING BY THE BOARD OF ALDERMEN THIS _____ DAY OF _____,
2021.

SECOND READING AND FINAL PASSAGE BY THE BOARD OF ALDERMEN THIS
_____ DAY OF _____, 2021

Approved:

_____ Date: _____
Richard Sullivan, Mayor

Attest:

Darla Sapp
City Clerk

Approved as to form:

Nathan M. Nickolaus, City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date last executed below, between **James P. Wilson & Barbara Sue Wilson, Husband and Wife** (“Sellers”) and the **City of Ashland, Missouri, a municipal corporation** (“Buyer”). Sellers hereby agree to sell, and Buyer agrees to purchase, certain real estate in Ashland, Boone County, Missouri (the “premises”), as more legally described in Attachment A.

1. **PRICE, DEPOSIT, AND CLOSING DATE:** The premises are to be conveyed on or before June 30, 2021, by a warranty deed from Sellers to Buyer, conveying a good and marketable title to the premises, free from all encumbrances, for which the Buyer is to pay the sum of Forty-Three Thousand Nine Hundred Twenty-Nine Dollars (\$43,929), of which Twenty-One Thousand Nine Hundred Sixty-Four Dollars And Fifty Cents (\$21,964.50) shall be paid in cash upon the delivery of said deed and the remaining Twenty-One Thousand Nine Hundred Sixty-Four Dollars And Fifty Cents (\$21,964.50) to be paid one year from the closing date.

2. **“AS IS” SALE:** Full possession of the premises, free of all tenants, is to be delivered to Buyer at the time of the delivery of the deed, the premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon, and damage by fire or other unavoidable casualty excepted.

3. **PRORATIONS:** Taxes, special assessments, Homeowners Association dues, and like charges shall be apportioned as of the day of delivery of the deed.

4. **PLACE FOR CLOSE OF ESCROW:** The deed is to be delivered and the consideration paid, if the purchaser so requires, at City Hall, 109 East Broadway, Ashland, MO 65010, on _____, 2021, at ____ o'clock ____M., unless some other place and time should be mutually agreed upon.

5. **RETURN OF DEPOSIT:** If Sellers shall be unable to give title or to make conveyance as above stipulated, any payments made under this agreement shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by Buyer shall be deemed to be a full performance and discharge hereof.

The parties acknowledge that they have read and agreed to the terms and conditions of this contract, and they understand this will become legally binding upon their signing below:

SELLERS

James P. Wilson

Date:

Barbara Sue Wilson

Date:

BUYER

City of Ashland
By:

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Dated:

GENERAL WARRANTY DEED

This Deed, made and entered into by and between **James P. Wilson & Barbara Sue Wilson, Husband and Wife** (“Grantor”), of Boone County, Missouri, and the **City of Ashland, Missouri, a municipal corporation** (“Grantee”), whose mailing address is: **109 East Broadway, Ashland, MO 65010**.

Witnesseth, for and in consideration of the sum of Ten Dollars (\$ 10.00) and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantor does hereby GRANT, BARGAIN and SELL, convey and confirm, to Grantee, and Grantee’s heirs and assigns, the following described real property in Boone County, Missouri:

See Attached Exhibit A

To have and to hold the same, together with all rights, immunities, privileges, and appurtenances, unto Grantee and Grantee’s heirs and assigns, forever;

And the Grantor hereby covenants that Grantor is lawfully seized of an indefeasible estate in fee simple to these premises, and may convey the same; that these premises are free from all encumbrances except as set forth above, and that Grantor will warrant and defend the title to these premises unto the Grantee, and Grantee’s heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Witness the hand of the Grantor this ____ day of ____, 2021.

James P. Wilson

Date:

Barbara Sue Wilson

Date:

STATE OF MISSOURI)
) ss.
COUNTY OF)

On this ____ day of _____, 2021, before me personally appeared **James P. Wilson** and **Barbara Sue Wilson**, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

Notary Public

SEAL

AN ORDINANCE APPROVING THE MONTHLY RESIDENTIAL TRASH SERVICE
RATES WITH REPUBLIC SERVICES

WHEREAS, Republic Services provides residential solid waste services in the City of Ashland pursuant to a contract with the City that is effective on June 1, 2021; and

WHEREAS, the agreement spans five years and includes potential rate adjustment for each year.

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

Section 1. The Board of Aldermen approves the residential rates of \$12.95 cents per month.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

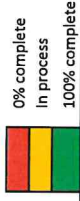
Attest:

Darla Sapp, City Clerk

Certified to correct form:

Nathan Nickolaus, City Attorney

CITY ADMINISTRATOR'S REPORT - 06/01/2021



Title PROJECT LIST	Short Description	Key Person Responsible	Priority	Status
Adopt updated ICC Building Codes	Look to adopt a more current version of the ICC Codes. Currently we are on the 2012 edition and will have the option to review the 2015 or 2018 editions.	Building Inspector	2	
Agenda Management Software	Implement a more streamlined process to prepare agendas and for Board members to access specific agenda items using iPads	Assistant City Administrator	1	Plan for FY 2022. Exploring potential ERP software products. Included in FY2022 budget.
Airport & Hwy 63 Developments	Engage stakeholders to discuss various projects	City Administrator/Mayor	1	Staff has met with REDJ, Airport, and Cartwright staff to discuss ways to streamline zoning requirements near the airport. Discussions ongoing.
Airport Overpass Improvements	Develop plan and work with MoDOT for improvements of Highway H / Log Providence Rd and to locate a "Welcome to Ashland" sign in Hwy 63 south bound lane prior to exit ramp.	City Administrator	1	Met with MoDOT regional staff on 1/25/2021. Submitted application for Adopt-A-Highway on 1/25/21. Awaiting response.
Ashland Commons Development	Final plat approval tentative July P&Z meeting	City Administrator	1	On Hold
Billy Joe Sapp Stormwater	Install stormwater conveyance infrastructure to deal with flooding issues.	Public Works Director/Assistant City Administrator	1	Allstate awarded contract to design and prepare construction plans. Work to be completed by City PW Dept. Affected property owners have been notified. Easement acquisition 90% completed.
BoCo Road Maintenance Agreement	Review agreement with BoCo re: maintenance of roads in and around the incorporated limits of the City.	Public Works Director/Assistant City Administrator	2	Staff has met with Boone County. Ashland will meet with County staff annually in Oct. to update the agreement.
Broadway Resurfacing	Obtain proposal for Broadway mill & overlay (City portion) to be performed in conjunction with MoDOT overlay in Spring of 2020.	Public Works Director	1	Project to be rebid by MoDOT in Dec, 2020 for coordination with roundabout project. Project awarded by MoDOT. Work to be completed by end of 2021.
Broadway Sidewalk	Apply for TAP Grant	Assistant City Administrator	1	TAP grant was not funded. Staff will reapply if funds are available in 2022.
Building Department Software	Explore options for updating software for permitting, plan review, code enforcement. We had a preliminary consultation with Dudesolutions on their software called Smartgov.	Building Inspector	1	A more in depth web meeting is scheduled for Jan 12th. Price proposal received 1/27/2021. Include in FY2022 budget. Agreement in process of being developed for BOA approval.

Cartwright Technology & Industrial Park	Reviewing the applicability of various economic development incentives for the development of this area.	City Administrator	2		Discussions on-going re: potential projects.
Charter City	Review and present a case for Ashland to become a Charter city if population (confirmed by 2020 census) exceeds 5,000.	City Administrator	2		Census numbers should be published in late May, 2021. Property to be donated following final plat approval of Ashland Commons. Due to no movement on Ashland Commons, an agreement to acquire an existing building for use as a City Hall will be presented to the BOA in Nov. Approval for real estate purchase to be approved on 11/17/20. Closing extended to end of Feb (hopefully prior). Ongoing meetings with AE to finalize renovation plans, bid specs, etc. Community Room and Conference Rooms completed. Project to be advertised for bid on 6/2/21.
City Hall Design/Build	Agreement with PBA approved on 10/15/2019. Awaiting property donation prior to beginning design work.	City Administrator	1		Staff has selected ESRI's ARCGIS Online product. In process of purchasing and deploying.
City Map Updates	Work with MMRPC to update City street and Ward maps	Assistant City Administrator	2		
Codification Services	Examine our current code to uncover potential problems and discrepancies. Develop an on-line code of ordinances that is practical, modern, easy to supplement, and easily searchable. (Combine with Agenda Management Software Project?)	City Administrator/City Clerk	1		Included in FY2022 budget. Met with City of Columbia on 9/30 to discuss a potential connection of our sewer system to serve the Columbia Regional Airport. Awaiting further direction and input from City of Columbia Legal Dept. 5/5/21 Reminded City of Columbia that we are still waiting on a copy of the draft agreement.
Columbia Regional Airport Sewer Connection		City Administrator	1		

Downtown beautification	Broadway Beautification Task Force approved by Board on 10/15/2019. Appointments to be made by December, 2019.	City Administrator/Assistant City Administrator	1	Grant application submitted to MMS prior to deadline of 7/16. Selection Committee to meet with City staff, SBEDC and BBTF on 8/5. Grant approved for BOA acceptance on 9/1/2020. MMS in process of issuing a press release re: Ashland's acceptance into their program ahead of our first meeting with MMS and the BBTF Press release issued on 10/22/20. . Scheduling community kick-off meeting for Feb 2021. BBTF had first mtg with MMS on 12/9/20 to discuss initial steps. Staff working on TAP Grant for downtown ADA sidewalk improvements. Community meeting scheduled for 6 pm Feb 17th.
Downtown Community Improvement District	Establish a non-profit organization to manage the implementation of a downtown improvement district.	City Administrator	1	Working with MO Main Street. Draft bylaws have been prepared for review by MO Main Street and the BBTF. Start Up meeting with MMS scheduled for 2/4/21. Community Engagement meeting scheduled for 2/17/21 at 6:00 p.m.
East Ashland Plaza	Monitor progress on sale of lots, build-out, etc.	City Administrator	1	Ongoing meetings with developers re: site plans. Scheduling meeting with developer re: signage. Appeal on sign height to be heard by BOA on 12/1/20 - approved at 60'. Breaktime scheduled to open on 2/16/2021.
Economic development strategy	Continue to work with REDJ, SBEDC and key community partners such as the School District, Chamber, Parks Board, etc.	City Administrator	2	Working with SBEDC and SB Chamber of Commerce to fund a part time position, City's portion included in FY21 budget.
Financial/Utility Billing Software	Replace existing Gworks software with cloud solution.	Assistant City Administrator/Treasurer	1	Exploring potential ERP software products. Include in FY2022 budget. Agreements in process with Tyler Technologies for approval by BOA.

GIS	Develop strategy for mapping water, sewer and other City Infrastructure.	Assistant City Administrator	1	Funding included in FY21 budget. Exploring potential GIS systems including Diamond Maps and contracting with MRWA to geocode all water Infrastructure.
Hire a part-time Civil Engineer	Hire a Civil Engineer to review and inspect civil projects within the city to eliminate the need for 3rd party review and engineer City infrastructure projects.	Building Inspector	2	Include 6 months of salary in FY2022 budget. Interview completed with potential candidate on 5/19.
Hire a part-time IT/Network Technician	Prepare to bring IT services in-house and set up technology in new City Hall.	Assistant City Administrator	1	Include in FY2022 budget. In process.
Lions Club Grant	50/50 grant for new bathroom at ballfield - See Parks Improvements.	City Administrator	1	Feedback from LCI - Will need to re-apply for next funding cycle due in January 2021 - apply in late Sept, 2020. Grant has been resubmitted. Grant was not approved.
Main Street Resurfacing	Plan for resurfacing main street following water and sewer replacement/realignment.	Assistant City Administrator/Public Works Director	2	Coordinate and budget for infrastructure projects - water, sewer etc. prior to resurfacing Main Street.
On call Building Inspector position	Hire a part time/on call building inspector to fill in when the Building Inspector is off for any reason.	Building Inspector	1	Include in FY2022 budget. In process.
Parks Improvements	Purchase and install new restroom at City Park. Complete repairs of ball field. Address erosion issues in parking lot and playground areas.	Public Works Director/Assistant City Administrator	1	LWCF & RTP grants submitted on 2/14/2020. Awaiting decision in September, 2020. Grant award delayed until March 2021. 10/12/20: notified that we did not receive the RTP grant. Develop Parks Master Plan.

Perry Ave Extension	Extension of Perry Ave to connect with Industrial Blvd at East Ashland Plaza.	Assistant City Administrator	1	Staff has submitted a cost-share application that will be reviewed in June 2021.
Personnel manual	Update Personnel Manual for approval by BOA.	Assistant City Administrator	2	Added sick leave donation policy and sick leave advance policies for BOA approval on 9/15/20.
Procurement Card System	Implement a new commercial p-card system for use in procuring small dollar items (<\$1,000).	City Administrator	1	P-Cards have been issued to key employees.
Ranken Project	Partner with Shool District and Ranken to submit an EDA grant to construct a technical college in Ashland, MO	City Administrator	1	Grant tentatively approved in the amount of \$4.5M subject to additional matching funds. Schedule special meetings with BOA and SBCCSD to discuss matching funds guarantee. City and School District approved the guarantee (match). Work is underway to hire a professional fundraising firm to develop a campaign to fulfill our match. Steier Group hired to conduct fundraising. \$1.5M secured in State of MO budget for FY22.
Refuse Collection RFP	Draft a new RFP for refuse collection services	Assistant City Administrator	1	Draft to be discussed on 3/2/21 with BOA. Agreement scheduled for BOA approval on 6/1.
Right-Of-Way	Ordinance needed to establish a ROQ agreement/permit process.	City Administrator	1	Reviewing Ordinances from other municipalities.

Roundabout (Broadway/Henry Clay)	Preliminary design approved at 11/5/19 BOA meeting. Project moves on to MoDOT ROW negotiation and acquisition with affected property owners.	City Administrator	1	<p>Teleconference with MoDOT ROW Team on 4/16/20. Spoke to MoDOT Right-Of-Way official on 7/20. Negotiations still ongoing. Project will be bid out by MoDOT on March 11 and work will likely begin in May. Work to be completed by end of 2021. Pre-construction meeting scheduled for end of May.</p> <p>Surplus land parcels currently being marketed. Two parcels sold subject to contingency and BOA approval on 6/16. Closed on two parcels on 8/26/2020. The commercial lot behind City Hall has been taken off the market. APD lot has been advertised as F390.</p>
Sale of surplus land parcels	Contract for real estate broker approved by BOA on 11/5/2019 with South County Realty. Four (4) parcels to be listed for sale.	City Administrator	2	<p>Staff has researched counters and begun hands on demos. Equipment will be trilled on Liberty in early June.</p>
Traffic Counter and Traffic Studies	Acquire necessary equipment and software for staff to take traffic counts on City streets. Adopt a traffic manual that enables the city to determine needed traffic controls (signs, speed limits, etc.)	City Administrator	2	<p>Draft ordinance revisions submitted for discussion on 9/15/20. Changes to be included with the zoning and subdivision code update project.</p>
Trailer & Dumpster Parking	Evaluate relevant sections of City Code to address unattended truck and trailer parking on residential streets.	City Administrator/PW Director/Police Chief/City Attorney/Bldg Inspector	1	<p>Exploring potential ERP software products. Include in FY2022 budget. Agreement in process for BO approval.</p>
Work Order/Asset Management Software	Implement GIS-integrated Work Order and Asset Management software for Public Works to manage Work Orders, Service Requests, Fixed Assets, Fleet Maintenance and Job Costing.	Assistant City Administrator/Public Works Director	1	

	Update zoning and subdivision code along with stormwater regs and sign permits.	City Administrator/Assistant City Administrator/Buildings	1	Contract awarded to Allstate Consultants along with Community Record and Sun Daisy Enterprises. Stakeholder meetings conducted the week on 1/11/21. Framework for changes to be presented to City team in a couple of weeks. Budget remaining balance of work for FY2022. Land Development Regulations Assessment Report presented to BOA on 3/15/21. First draft of new Code in process.
Bonding requirements for yard /landscape bonds	Re-write policy with consideration for increasing the monetary requirements.	City Administrator	2	
Broadway Overpass Improvements	Develop plan and work with MoDOT for improvements of Broadway Overpass (beautification, lighting, pedestrian safety)	Public Works Director	3	
Citizen satisfaction survey	With the assistance of a qualified firm, develop a Citizen Satisfaction Survey to measure the degree of satisfaction that the community has with the City in a wide variety of areas – streets, public safety, refuse collection, utilities, growth, planning, parks, recreation facilities, etc. Compare results with similar size Missouri cities. Questions should also be included to ask for the community's level of support on any major proposed initiatives that the Board may consider proposing.	City Administrator	1	
City strategic plan	This project will require significant input from the Board, community and City staff in order to determine the City's Vision and Mission, along with specific measurable objectives to achieve the needed results.	City Administrator	2	

Complete Streets Policy	Formulate and adopt a complete streets policy that requires or encourages a safe, comfortable, integrated transportation network for all users	Assistant City Administrator/Public Works Director	2	
Henry Clay Blvd Overhaul	Develop plan for roadway and lighting improvements along Henry Clay Blvd (curb and gutter, stormwater, shoulder, sidewalk, street lamps, pavement, pedestrian safety, etc.)	Public Works Director	3	
Public Works Policy and Procedure Manual	Develop policy and procedure manual to coincide with City Personnel manual	Public Works Director	2	
Snow Policy	Develop snow policy including the designation of snow routes within the City where parking will be prohibited following a 2" snowfall.	Public Works Director	2	
Utility Rates - Sewer, Water	Compare rates and impact/connection fees with other providers. Review cost of service study that was completed approx. 3 years ago in conjunction with WWTP funding.	City Administrator	3	
Alliance (sewer) agreement exp. Apr 2020	Renegotiate lease with Alliance	City Administrator	1	Board approval 4/21/20
Ashland Municipal Complex, Inc (non-profit)	Approved by BOA on 11/12/2019	City Counselor	1	Board approved 11/12/19
Banking Services - Develop RFP	RFP for banking services to be developed and advertised.	City Treasurer	1	Board approved 2/18/20
Building Inspection/Plan Review	Hired Dan VandeVoorde to establish Bldg Regulations Dept.	Plan Reviewer/Inspector	1	Met with BoCo Resource Mgt on 11/6 and informed them that effective 1/1/2021 the City
Capital Improvement Plan	In process. Projects will be considered as part of the budget process.	City Treasurer	1	BOA approval 4/21/20

City Hall Lease (exp. Apr 2020)	Renegotiate lease with Westhoff Rentals	City Administrator	1	Board approved 2/4/20
City website	Develop RFP for new City website.	City Administrator	2	Draft design proposal submitted to City on 6/30/2020. Met with Revize re: sitemap on 7/20. http://cms5.revize.com/revize/designs/missouri/city_of_ashland_mo/index.php . Website in QA phase. Scheduling go live date for mid-late Feb. One more training is needed for advanced forms, but the website can launch before that is completed.
FY2022 Proposed Budget & CIP	Develop FY 2022 Budget & CIP for approval by BOA in April, 2021.	Treasurer/Assistant City Administrator	1	with all City departments to discuss FY2022 supplemental budget requests and new/ re-
Golf Cart & Low Speed Vehicle Ordinance	Change Code to permit use of golf carts on City streets	City Administrator	1	Ordinance approved by BOA on May 19.
Implement purchasing module	Agreement with gWorks approved by BOA on 10/15/2019. Working to establish a date for installation and training.	City Treasurer	1	Module installed and functional.
Implement use of Purchase Requisitions	Develop form for use by departments for purchases exceeding \$1000.	City Administrator	1	Form completed and distributed to departments for use on 5/5/2020.
iPads for Mayor and Board of Aldermen	Order iPads for Mayor & Board of Aldermen for City related use - email, access Board agendas and related materials.	City Administrator	1	Cases and/or keyboard order in process.
Lakeview Park Improvements	Work with MDC and Park Board for design of recreational area/fishing access (ADA dock, restroom, trail, parking lot, lighting).	City Administrator/Public Works Director	1	acquired before design development can proceed. Mailed letter to property owner requesting a meeting on 1/19/21.
Lodging Tax	Work with Rep. Walsh to establish state legislation authorizing Ashland to initiate a ballot initiative for approval of a transient guest tax.	City Administrator/City Counselor	1	Approved. Vote of residents can be no earlier than Nov 22.
Mowing & Trimming City Parks & Facilities	Hire company to mow City parks and other facilities	City Administrator/Public Works Director	1	Gilmore Lawn & Land began mowing services 05/11/20.
Parade Permit	Develop a simple ordinance and form to improve communication and coordination regarding parades and other events utilizing City ROW and property.	Assistant City Administrator	2	currently being reviewed by APD. On BOA agenda for 1/19/21.
Pay Classification Plan	Establish formal pay ranges and classifications	City Administrator	1	BOA approval on 4/21/20
Playground Rubber Mulch	Solicit grant for recycled rubber mulch for City park playground.	Public Works Director	1	Rubber mulch no longer an option.

Procurement process	Review and re-write Chapter 7 (Selection of Professional Services) of the City's Code.	City Administrator	1		Board approved on 1/7/20
Refuse Collection Agreement	Review agreement with Republic for refuse collection services.	City Administrator	1		Scheduled for renewal on June 1
RFP for Engineering Services - On Call	Develop RFP for on-call engineering services.	City Administrator	1		Agreements scheduled for approval on 4/21/20
Social Media	Increase Ashland's presence on social media	City Administrator	1		SAR page established with over 900+ members
Supplemental Budget Request	the need for capital items or personnel during the 2021	City Treasurer	1		FY21 budget
Utility Policy & Procedures	Review and update shut-off policy, deposits, transfers when home sold.	City Administrator/Utilities	1		Draft in process. Will present changes to BOA for 2nd meeting in March, 2021.
YMCA	approved by BO on 11/5/2019. Site plan for YMCA scheduled for P&Z review in Dec 2019.	City Administrator	2		Under construction
Assistant City Administrator	Hire an Assistant City Administrator	City Administrator	1		24 applications received. Three top candidates were interviewed by the selection committee on 8/28/2020.
Board Agenda process	Recommend adjustments to the Board agenda outline for efficiency and improved citizen input during Resolution & Ordinance discussion.	City Administrator/City Clerk	3		Fully implemented by 7/7/20
Boards & Commissions	Review current code for potential revisions to Chapter 6 and Chapter 25.	Assistant City Administrator	1		Reviewing code sections for revision. To be introduced for approval in Mar, 2021.
Budget FY21	Develop detailed budget calendar and budget for 2021 budget approval process.	City Treasurer	1		BOA approval 4/21/20
Comprehensive Plan Update	Chapter 3 (Vision, Goals & Objectives) reviewed by City Administrator & P&Z in Nov, 2019 with Todd Streiler. Looking to complete the plan in early 2020.	City Administrator	1		scheduled for special P&Z meeting on Aug 3rd. Approved by P&Z. Ordinance to be introduced for BOA approval on 10/22 - met with Westside Engineering and Martin Builders to discuss the potential for a regional pump station to serve more than this one development. 2/2/21 - met with McClure and Martin Committee formed by Mayor on 07/07/20. Optimists to apply for CARES Act funding to offset their \$12,000 operational job description prepared and reviewed by P&Z. Posting this week - applications due by 9/4. No applications received. To be
Liberty Pump Station	Regional Pump Station	City Administrator	1		
Optimist Pool	Financial assistance re: pool operations	City Administrator	1		
Plan Reviewer/Building Inspector	Hire FT Plan Reviewer/Building Inspector	City Administrator	1		

Planning & Zoning Code Revisions --9, 10, 11 and 12	Review and recommend changes to Chapters 9, 10, 11 & 12 of the City Code. Work through P&Z.	City Administrator	2	RFP has been mailed and advertised. Responses due by July 17. Received four proposals. Selection committee will be meeting to evaluate proposals, interview firms, and prepare a recommendation for BOA approval. Interviews scheduled for 9/2-9/3. Selection committee recommendation scheduled for approval on 10/20/2020.
Pocket Park	Preliminary design for division of park sent to two property owners on 11/21/2019 for input.	City Administrator	2	Allstate Engineering - in process of surveying for revised plat. BOA approval on 6/16/20. The two property owners have each paid \$1,250 each to cover the cost of replatting. Quit claim deed being prepared by City's attorney to convey the property.
Recycling Lot	Relocate to W Redtail Dr	Public Works Director	1	Fence installation later this week. Signs have arrived. Lot completed on 8/28/2020
Sarah Drive Bridge	Replace Sarah Drive Bridge	Public Works Director	1	Seven bids received. Contract mailed to Fischer Grading for execution in the amount of \$96,575.00. Pre-construction conference scheduled for 8/12. Precast structure delayed due to fire at Plant. Now scheduled for mid Nov. Bridge project is complete.
SCEAP Grant	Grant from MoDNR for engineering assistance funding to assist with I&I issues	City Administrator	1	6/4/20. Received approval to solicit RFQ from firms to provide engineering services for MoDNR approval. RFQ
Tax Increment Financing	Resolution approved for adopting procedures for accepting bids & proposals on 10/15/2019. Ordinance establishing TIF Commission approved 11/5/2019. Ordinance for establishing criteria for the evaluation of TIF applications in development.	City Administrator	1	

Tennis Court Repairs	Apply for USTA grant for repairing and recoating tennis courts.	Public Works Director	1	PW Director's report. Resolution on BOA agenda fo 1/19/21. Tabled. For approval by Parks Board on 2/8/21. Proposal tabled pending Parks survey on future use of the courts in conjunction with the creation of a Master Parks Plan. Repairs scheduled for this summer.
USDA Facility Loan	Apply for financing for construction of new City Hall complex.	City Treasurer	1	Application in process. The Board approved. During the 2/17/21 The BOA authorized staff the engage DA Davidson to obtain financing for the project. Financing closed on 4/30/21.
Utility Leak Adjustment Policy	Research and draft.	City Administrator	1	Submitted to BOA on 7/7.
Utility Maintenance Worker I	Hire a Utility Maintenance Worker I for the Water Department	Water Utility Superintendent	1	Complete
Wastewater Treatment Plant	Monitor completion, punch lists etc.	City Administrator/Public Works Director	1	Ribbon cutting scheduled for 7/9 at 10:00 a.m.



Ashland Police Department

601 E Broadway - Ashland, MO 65010 ~ www.ashlandmo.us ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

APD Monthly Report to the Board of Alderman

For the June 1st, 2021 meeting

- **Vehicles and other police equipment**
 - Final shipment of emergency equipment for the three new Dodge Durango police vehicles will hopefully have been delivered by the time this report is published. Installation will begin immediately so these vehicles can be placed in service.

