



**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
Ashland, Mo. 65010
7:00 p.m. Tuesday, October 19, 2021**

This meeting will be held via zoom only.

<https://us02web.zoom.us/j/86838633555?pwd=WlpBYkxUdUFzZHFJRStqVkpjWFljUT09>

I. INTRODUCTORY ITEMS

- Invocation
- Pledge of Allegiance
- Roll Call
- Approval of Previous Minutes of October 05, 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. Public Hearing on proposed voluntary annexation of 15.15 acres located off of Log Providence Road and E. Hayes Road for R. Anthony Property Holdings, LLC.

VI. INTRODUCTION AND FIRST READING

- a. Council Bill No. 2021-056, an ordinance amending Chapter 27 Animal Ordinance, Section 27.025, Keeping near dwellings of the Code of the City of Ashland
- b. Council Bill No. 2021-057, an ordinance extending the Corporate Limits of the City of Ashland, Missouri by annexing incorporated area; directing the City Clerk to give notice of the annexation
- c. Council Bill No. 2021-058, an ordinance imposing a use tax for general revenue purposes
- d. Council Bill No. 2021-059, an ordinance approving the replat for Westhoff's Addition
- e. Council Bill No. 2021-60, an ordinance approving the final plat for Ranken Subdivision
- f. Council Bill No. 2021-061, an ordinance authorizing the Mayor to enter into a cost share agreement with Missouri Highways and Transportation Commission

VII. OLD BUSINESS

- a. None

VIII. NEW BUSINESS

- a. A resolution establishing the members and terms of the Ashland Betterment Coalition
- b. A resolution to award a contract to Watson Concrete, Inc. for the FY 22 Curb Repair Project

IX. REPORTS


- a. Mayor's report
- b. City Administrator's report
- c. City Attorney's report
- d. Public Works Director'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: 10-14-2021 @ 4:25 P^{MT} 

OCTOBER 05, 2021
BOARD OF ALDERMEN MINUTES
7:00 P.M.

DRAFT COPY NOT APPROVED BY THE BOARD

Mayor Sullivan called the regular meeting to order at 7:00 p.m. on October 05, 2021 via zoom.

Mayor Sullivan gave the invocation.

Mayor Sullivan led in the pledge of allegiance.

Mayor Sullivan called the roll:

Ward One: Nathan Volkart-here, Jean Selby-here
Ward Two: Melissa Old-here, Stephanie Bell-absent
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, City Administrator Tony St. Romaine, John Conway, Civil Engineer and Gabe Edwards, Police Chief.

Mayor Sullivan presented the minutes of the September 21, 2021 Board meeting for consideration. Alderman Slinker made motion to approve the minutes as presented. Alderman Lewis seconded the motion. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan presented the agenda for consideration. Alderwoman Old made motion and seconded by Alderwoman Selby to approve the agenda. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan stated there are no scheduled public comments. He reminded everyone that a written request must be received by the City Clerk by Wednesday before the meeting date. He stated there is a public speaking comment section after each agenda item.

Mayor Sullivan presented a resolution authorizing the change order for Sam Gaines Construction, Inc. for the Route M/Henry Clay Blvd. roundabout. Alderwoman Old made motion and seconded by Alderman Slinker to take up for consideration the resolution authorizing the change order for Sam Gaines Construction, Inc. for the Route M/Henry Clay Blvd. roundabout. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator informed the Board this is for the roundabout overruns and underruns and is the first change order in the amount of \$53,148.06. He stated this is a 50/50 split with MoDot but does not include overruns. He stated that is all on the City of Ashland per our agreement with MoDot. He stated there was base issues and was very soupy. He stated they figured it would settle overtime if we did not correct this at this stage. He stated they went back and forth with the contractor and MoDot on recommendations and they settled for shock rock and geo tech material. He highlighted some of the overruns of trenching and underruns of temporary pavement not being needed. He stated they are expecting to see base issues on the South side of the Henry Clay Blvd. and Broadway roundabout as well. He stated that River Region Credit Union is building a large and complex project at this corner as well. Mayor Sullivan highlighted some changes River Region project is going to build their own entrance. He stated they are also using gravel instead of pavement that makes the cost cheaper. Mayor Sullivan said as a side note is the conduit for the electric and meter going in the center or where. Lelande Rehard stated he was not sure where that would be but he would follow up on it. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderman Volkart asked if this is authorizing a check payment right now in this amount. Lelande Rehard stated this is the invoice for this work. Alderman Volkart expressed concern of this being the low bid and at the end it being a lot larger.

He expressed concern of the time it took to get half the roundabout constructed and figures the other half will take just as long. He asked about the cost ramification. Lelande Rehard stated they are working four 10 hour shifts. Alderman Volkart questioned why there was not two crews on this size of project. Lelande Rehard stated not meeting the deadline has nothing to do with the overrun it was utility companies not getting utilities moved and weather related issues. Alderman Volkart stated they should have started in May not June 4th. Lelande Rehard stated this is cost split program with all overruns on the City of Ashland per the agreement. Mayor Sullivan stated he would like a response from the contractor on where they think they are and what the financial penalty would be. Lelande Rehard stated they are trying to avoid the penalty. Mayor Sullivan stated there was some conversation on the Collins retaining wall and they needed the answer right a way. Nathan Nickolaus, City Attorney explained the Payment Act stated all invoices have to be paid within 30 days. He stated that normally 5 or 10 percent holdings usually happens and the liquated damages is a per day fee. Alderman Slinker questioned if we are paying for the Collins concrete retaining wall. Lelande Rehard, Assistant City Administrator stated part will be on us and the design engineer firm for the stairs being missed and should have been in original design. Alderman Slinker stated if it took 4 months to do half why they did they not close round about area completely and get it done quicker. Lelande Rehard stated this is a MoDot road and they wanted to keep Route M open both ways. Mayor Sullivan stated this is a MoDot highway and they have the say on the traffic and how they want to keep the roadway open. Lelande Rehard stated the project is managed and inspected by MoDot. Nathan Nickolaus, City Attorney stated this is to not exceed change order. The Board continued to discuss the overruns, retainage and penalty on this project. Lelande Rehard stated we do get bills from MoDot on this monthly. He stated a 10 percent retainage is taken out. It was reported that the overruns are approved by the City Administrator. He stated we do not make direct payments to Sam Gaines, LLC just to MoDot. Lelande Rehard stated this amount will be tacked on to an invoice. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderman Volkart-aye, Alderman Lewis-aye, Alderwoman Selby-aye, Alderman Slinker-aye, Alderwoman Bell-absent. Motion carried.

Mayor Sullivan presented a resolution dissolving the Broadway Beautification Task Force. Alderman Slinker made motion and seconded by Alderman Lewis to take up for consideration the resolution dissolving the Broadway Beautification Task Force. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator stated the Broadway Beautification Task Force was established about two years ago and was basically to recommend a strategy for improvements to the downtown area of Ashland. He stated the first year they talked about boundaries and what it means it to the downtown development. He stated with the recent formation of the Downtown Ashland Betterment Coalition (nonprofit corporation) this Task Force is no longer needed. He stated we are in the process of the initial slate of Board members to serve on this new non-profit is almost complete and initial Board member training has been completed. He stated the Missouri Main Street is a grant program that asset small towns and helps them revitalize downtowns. He stated we received a \$30,000.00 grant with a 60/40 cost share. He stated he has been working under the leadership of Ben White and the next steps is where we go to make improvements, recommendation nonprofit organization- and hire a part time director. He stated they are working on the policy and procedure manual and electing officers soon. He stated at the next Board meeting he would present the members. He stated the Broadway Task Force is not needed right now and he recommended we dissolve this Board. He thanked the members for all the hours they have put in. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Slinker-aye, Alderwoman Selby-aye, Alderman Lewis-aye, Alderman Volkart-aye, Alderwoman Old-aye, Alderwoman Bell-absent. Motion carried.

Mayors Report:

Mayor Sullivan stated there is grass exceeding the height on Broadway businesses. He asked if we were working on the ordinance relating to the chicken coop and yard size that Alderwoman Old brought up. Lelande Rehard stated they are reviewing backyard chicken ordinances from other cities and trying to see what would work best for Ashland. Mayor Sullivan asked the Board if they wished to change the code and

asked for direction. Alderwoman Old stated she would like to see them lessen the rules in the code. It was discussed the newer homes have smaller yards making it difficult to abide by our code. Alderman Volkart stated he would prefer we change the code not just by neighborhood. Mayor Sullivan stated five chickens does not require a large coop. Dan Vandevoorde, Building Inspector stated there is nothing in the code about the size of the coop only the distance from the neighbor. He suggested reducing the distance from the neighbor dwelling or so many feet off the property line. Alderman Volkart questioned the aesthetics of the coop. He stated there are homeowner association and covenants in some neighborhoods. The Board discussed this and asked Lelande Rehard, Assistant City Administrator and Dan Vandevoorde to present a code revision to the Board.

City Administrator's Report:

Lelande Rehard, Assistant City Administrator reported the new City Hall renovation is moving forward and they are ready to install the sheet rock. He stated we will be moving forward with the new software this winter in the utility billing, accounting and building permits. He stated the mill and overlay has been bid out and the work should begin in October. He reported the Public Works Department is attending a conference this week. He stated we have selected the engineering firm on the water main replacement. He stated this is the last large water improvement and hopes to get that moved forward in the spring of 2022. He stated that will help take care of the dead-end water lines. He gave an update on the Inflow and Infiltration Study. He stated they are going to focus on the northwest regional sewer study and work on cost sharing with developers. He stated he hopes this will help guide us in future growth.

Tony St. Romaine

He reported a meeting with NextSite will be held on October 14, 2021. He stated on October 26 the MU extension is hosting a small conference on Ranken and Governor Parson will be in attendance. He stated the City will share the things they have done on this project with other communities. He stated this is really cool for Ashland.

City Attorney's Report:

Nathan Nickolaus, City Attorney had no report.

Police Chief's Monthly Report

Chief Edwards stated they have sold another car and if they sell anymore they have to get a dealer's license. He stated they have been able to accomplish some traffic studies with the new traffic counter the Board approved last month. Alderman Slinker questioned the speeding on Martha Crump Drive. Chief Edwards stated there is a list where they are going to do the traffic studies but are starting in the heavy traveled roads. He stated each traffic study takes about seven days. Alderman Volkart asked if there was any further communication on the traffic barrier for the right turn out of BreakTime. Chief Edwards stated he has not talked with Tony or Lelande on who was going to send the letter requesting this. Tony St. Romaine, City Administrator stated he would send the letter. Alderman Volkart reported a near miss at this intersection and something serious is going to happen with the illegal turns. Chief Edwards reported some of the traffic studies are not showing the speeding as citizens are saying that is happening. Chief Edwards stated he will start sending the traffic studies to the Aldermen in that Ward.

Board of Aldermen's Reports:

Alderman Slinker stated he was following up on the speed limit sign on Jameson Drive. He stated he did not know why there were no signs in Sunset Meadows. He questioned the speed limit on West Broadway from 35 to 55 and Liberty Lane coming into Ashland is 45. It was reported Broadway is a MoDot road and they decide. Lelande Rehard stated we could change Liberty Lane since it will be a City maintained roadway.

Alderman Slinker asked for the Board and Police Department join them in the Halloween “Spooktacular” Event at the Optimist Club. He reminded the Board of the Donkey races on October 16, 2021. He stated the “spooktacular event” will be held outside depending on the weather.

Alderwoman Selby stated she has heard a couple of comments on the Police Department sitting on the highway early in the morning. She asked why the city streets versus the Highway gets the radar. Chief Edwards discussed this.

Alderman Lewis questioned if the sale of the Police Station is on track. Mayor Sullivan stated he felt that everything was on track.

Alderman Volkart had nothing to report.

Alderwoman Old reported she and Alderwoman Bell attended a MML conference and she wanted to highlight a couple of things she learned. She stated one session was user center zoning. She stated she has a lot to learn in this area. She stated the City of Warsaw has a very user friendly spread sheets and cross referencing. She stated they are going to send her a sample of theirs. She stated this makes it easier to look up codes. She stated they had a session on electric vehicles and the effect it has on the grid. She stated when she has time she will share her notes. She stated that Stephanie Bell has offered to host a regional meeting in Ashland sometime in January and she will work on the details with the Board on this.

Mayor Sullivan called for additional comments from the public, board or staff.

Mike Frese stated he drives all over mid Missouri on Highway 54 and Highway 63 and Ashland Police Department is the only local police department that patrols Highway 63. He stated people do not drive any slower or faster in these areas that is currently being done on Highway 63. He stated he would like to see the Officers driving up and down on our city streets instead of the Highway. He stated Liberty Lane by the school traffic is horrible and speed limit needs to be reduced there.

Mayor Sullivan questioned where Highway 63 meets Martin Lane by the Baptist Home and the New Salem cemetery if that is City or what. Tony St Romaine, City Administrator stated that MoDot is doing the renovation and per the agreement it will revert back to the City of Ashland once completed.

Alderwoman Old stated she was approached by some people at the MML Conference that knew what the franchise was going into the Police Station lot. She asked why we don’t announce this.

Mayor Sullivan stated they have been very transparent. Everyone is encouraged to attend meeting via zoom or in person when we have that available. He stated previous minutes and information is the packet. He stated they have been very open. He stated the MoDot roundabout project agreement was in a Board packet and states all this information for the public. (response from Facebook comments and questions)

Mayor Sullivan called for the vote to adjourn. Alderman Lewis made motion and seconded by Alderman Volkart to adjourn the meeting. 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: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: October 19th, 2021

Re: Chapter 27 Ordinance Revision

EXECUTIVE SUMMARY:

Per the request of a citizen and direction of the BOA City staff was instructed to propose an Ordinance change for 27.025 Keeping near dwelling. Specifically, the location requirement for a chicken coop.

DISCUSSION:

Currently the provision of distance requirement for the location of a chicken coop is 100' from another dwelling house. With the current trend of new single family lots being somewhat smaller than of those in the past lowering the minimum for 5 chickens as allowed will allow citizens more flexibility. The intent of this ordinance is to help mitigate the possibility of sounds and smells associated with a chicken coop. To stay within the intent, lowering the distance in correlation with the number of chickens provides a good compromise to those that have small rear yards and wish to have a few chickens. If you have less than 5 chickens then you can reduce the minimum distance by 15' for every chicken less than 5.

FISCAL IMPACT:

Short Term Impact: NA

Long Term Impact: NA

SUGGESTED BOARD ACTION:

Staff recommends: Staff recommends approval.

COUNCIL BILL NO. 2021-056

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 27, SECTION 27.025 KEEPING NEAR DWELLINGS OF THE CODE OF THE CITY OF ASHLAND

WHEREAS, The Board of Aldermen has reviewed Chapter 27, Animals and recommended amendments; and

WHEREAS, The City of Ashland Board of Aldermen has reviewed the recommended changes provided by City Staff and after some discussion has agreed to the following amendments; and

WHEREAS, the City of Ashland Board of Aldermen understand that there may be more restrictive covenants or other deed restrictions that are in place.

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

Section 1. Chapter 27 of the Ashland City Code is hereby amended as follows:

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

27.025 Keeping near dwellings

It shall be unlawful for any person to keep any livestock or chickens in an outdoor enclosure or pasture, the exterior boundary of which is within ~~one hundred (100)~~ seventy-five (75) feet of the dwelling house of another. This provision can be reduced by fifteen (15) feet for every chicken less than the maximum 5 allowed. Chickens shall be kept in the rear of the primary dwelling structure, and ~~should~~ shall not extend into the side yard. (amended by Ordinance No. 861 on 9-07-2010)

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF ASHLAND, MISSOURI BY ANNEXING UNINCORPORATED AREA; DIRECTING THE CITY CLERK TO GIVE NOTICE OF THE ANNEXATION

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

Section 1. The Board of Aldermen hereby finds that a verified petition was filed with the City on September 20, 2021 requesting annexation of land that is contiguous and compact to the existing corporate limits of the City and that is described in Section 4 of this Ordinance. This petition was signed by the owners of the fee interest of record in the land proposed to be annexed. A public hearing was held concerning this matter on October 19, 2021. Notice of this hearing was published more than fourteen days prior to the hearing in a newspaper of general circulation qualified to publish legal matters. At the public hearing all interested persons, corporations and political subdivisions were permitted to present evidence regarding the proposed annexation.

Section 2. The Board of Aldermen determines that the annexation is reasonable and necessary to the proper development of the City and that the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time.

Section 3. The Board of Aldermen determines that no written objection to the proposed annexation has been filed within fourteen days after the public hearing.

Section 4. The Board of Aldermen hereby extends the city limits by annexing the land described as 15.15 acre tract located off of E. Log Providence Road on E. Hayes Road. The tract of land in the Northwest Quarter of Section 27, Township 47 North, Range 12 West, Boone County records being shown and described as by the Survey recorded October 10, 2017 as instrument No. 2017020867 in Book 4813, Page 183, Records of Boone County, Missouri-Parcel Number 21-800-27-00-002.00. Appendix "A" of Chapter 1 of the City Code is hereby amended to include the land described above.

Section 5. The City Clerk is hereby authorized and directed to cause three certified copies of this ordinance to be filed with the Clerk of Boone County, Missouri and three certified copies with the Assessor of Boone County, Missouri. The City Clerk is further authorized and directed to forward to the Missouri Department of Revenue, by registered or certified mail, a certified copy of this ordinance and a map of the City clearly showing the area annexed into the City.

Section 6. The property described in Exhibit "A" is located in Ward One.

Section 7. 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: Lelande Rehard

Board Meeting Date: 10/19/2021

Re: Use Tax

EXECUTIVE SUMMARY:

This ordinance would place the question of whether the City of Ashland should have a Use Tax on the ballot for the April 2022 Municipal Election.

DISCUSSION:

During the 2021 the State of Missouri made the collection sales tax on online sales possible for local governments after 2023. Local sales tax can be collected on online sale if a local government has a use tax in place. A use tax is a mechanism for extending a sales tax rate to purchases made remotely (typically online). Currently a resident shopping locally pays 2.5% sales tax for the City of Ashland, when a resident makes a purchase online, for example Amazon, the city does not collect sales tax. Our sales tax is the primary funding source for police, public works, parks, and stormwater. Estimates for the percentage of sales online has ranged from 10-15% over the last 3-5 years. A use tax levels the playing field between local brick and mortar business and online businesses. It also helps bring in needed revenue for community priorities.

Projected Increase in Sales Tax Revenue from a Use Tax			
	FY 2022 Projected	10% Increase	15% Increase
General (1%)	\$420,000	\$42,000	\$63,000
Transportation (.5%)	\$210,000	\$21,000	\$31,500
Capital (.5%)	\$210,000	\$21,000	\$31,500
Parks/Stormwater (.5%)	\$210,000	\$21,000	\$31,500

The projected revenue increases that would take effect in 2023 would increase the City's ability to hire new staff, complete more street maintenance projects, maintain an efficient fleet, and save for large transportation projects.

City staff will work to educate the community on what a Use Tax is, estimated revenue, and how the revenue would be used.

FISCAL IMPACT:

Short Term Impact: \$0

Long Term Impact: Approximately \$105,000 additional sales tax revenue per year.

SUGGESTED BOARD ACTION:

Staff recommends approval of ordinance placing the question of adopting a Use Tax for the City of Ashland on the April 2022 Municipal Election ballot.

AN ORDINANCE IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES

An ordinance of the City of Ashland, Missouri, imposing a use tax for general revenue purposes at the rate equal to the total local sales taxes in effect for the privilege of storing, using or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; providing for the use tax to be repealed, reduced or raised in the same amount as any city sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the General election called and to be held in the City on April 05 , 2022.

WHEREAS, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the total rate of 2.5%; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary, or special election;

NOW, THEREFORE, be it ordained by the Board of Aldermen of Ashland as follows:

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be equal to the total local sales tax in effect. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of Ashland, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the General election hereby called and to be held in the City on Tuesday, the 5th day of April, 2022. The ballot of submission shall contain substantially the following language:

Shall the City of Ashland, Mo. impose a local use tax at the same rate as the total local sales tax rate, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

Yes

No

If you are in favor of the question, place an "X" in the box opposite "Yes."
If you are opposed to the question, place an "X" in the box opposite "No."

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of (City), Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This Ordinance shall be in full force and effect from and after the date of 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: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: October 19th, 2021

Re: Minor replat of lots 8,9 & 10 of Gay's Addition

EXECUTIVE SUMMARY:

Minor Replat of property at/near Redbud and Henry Clay. Submitting engineer is Luebbert Engineering with City engineer performing the review.

DISCUSSION:

This replat is to combine 3 lots into 1 for Westhoff Rentals LLC to allow for a commercial building project.

FISCAL IMPACT:

Short Term Impact: NA

Long Term Impact: NA

SUGGESTED BOARD ACTION:

Staff recommends: Staff recommends approval as it was approved by the Planning & Zoning Commission on October 12th

MEMORANDUM

DATE: October 13, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of Westhoff Addition Replat parcel ID# 24-220-00-02-060,059,061 to the City of Ashland Board of Aldermen.

Leslie Martin
Administrative Assistant

AN ORDINANCE APPROVING THE REPLAT FOR WESTHOFF'S ADDITION

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 replat for Westhoff's Addition at their meeting on October 12, 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 the replat for Westhoff's Addition 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 in the southeast $\frac{1}{4}$ of Section 10, Township 46 North, Range 12, West, Boone County, Missouri. Said tract of land being part of Lots 8, 9, and 10, Block 3 of Gay's Addition to the Town of Ashland recorded in Book 38, Page 89, Boone County, Missouri. Said tract of land is described by the Warranty Deed recorded in Book 4787, Page 93 of the Boone County, Missouri records and is more particularly described as follows:

Beginning at the southwest corner of said Lot 10, thence $N1^{\circ}-40'-40''E$, along the west line of said Lot 10, 159.95 feet; Thence $S87^{\circ}-58'-00''W$, 262.40 feet; thence along the west right-of-way line of Henry Clay Boulevard being old Highway 63 South; $S31^{\circ}-53'-00''W$ 84.05 feet, and along a 925.00 foot radius curve to the right 103.915 feet (chord= $S35^{\circ}-06'-35''W$ 103.85 feet); thence $N87^{\circ}-58'-00''W$, along the north right-of-way line of Redbud Lane. 162.90 feet to the point of beginning and containing 0.789 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: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: October 19th, 2021

Re: Subdivision Replat (Ranken) REVISED

EXECUTIVE SUMMARY:

Minor Replat of property on Perry Avenue known as Ranken Subdivision. Property owner is P&M Properties LLC with Engineering Surveys & Services as engineer of record with City engineer performing the review. This is a replat from the previous approved replat from June.

DISCUSSION:

This is a replat of 3 lots. Lot 1 consists of 5 acres that will be the site for Ranken.

Site 2 consists of approx. 10.56 with lot 3 being a 15.80 acre parcel.

FISCAL IMPACT:

Short Term Impact: NA

Long Term Impact: NA

SUGGESTED BOARD ACTION:

Staff recommends: Staff recommends approval as it was approved by the Planning & Zoning Commission on October 12th

MEMORANDUM

DATE: October 13, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of Ranken Subdivision Final Plat parcel ID# 24-600-00-02-001.00 01 & 24-600-00-00-005.00 01 to the City of Ashland Board of Aldermen.

Leslie Martin
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL PLAT FOR RANKEN SUBDIVISION

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 final plat for Ranken Subdivision at their meeting on October 12, 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 Ranken Subdivision 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 subdivision located in the Northwest Quarter of the Southwest Quarter of Section 14, T46N, in Ashland, Boone County, Missouri. Being Lot 1 of Chateau Estates-Plat 1 recorded in Plat Book 34, Page 61 of the Tract described by Warranty Deed recorded in Book 4863 Page 167, further described as follows:

Beginning at the Southeast Corner of Lot 905 of Lakeview Estates Plat 9 recorded in Plat Book 53 page 67; thence along the lines of the Deed recorded in Book 4883 Page 167 and Lot 1 of Chateau Estates-Plat 1, S2°40'10"W 1342.81 feet; Thence N87°52'20"W 1010.32 feet to the easterly right-of-way line of Perry Avenue; Thence along said line, N 1°48'10"E 1134.94 feet; Thence N3°32'30"E 201.85 feet to the Southwest corner of Lot 3 of Lakeview Estates-Plat 1 recorded in Plat Book 29, Page 54; Along the south line of Lakeview Estates-Plat 1, Lakeview Estates-Plat 7, and Lakeview Estates Plat 8, S 88°13'20"E 1024.16 feet to the point of beginning and containing 31.36 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: 10/19/2021

Re: Perry Ave. Extension Cost-Share Agreement

EXECUTIVE SUMMARY:

The City of Ashland's Cost-Share Application to the Missouri Department of Transportation was successful and MODOT has prepared a Cost-Share Agreement for the city.

DISCUSSION:

The total project cost for this road extension is estimated at \$805,421.00. The city's 50% share equals \$402,711.00 and the city is responsible for any cost overruns. The Economic Development Agency grant for the development of the Ashland Ranken Institute campus will allow a 60% reimbursement rate for the city's 50% share (up to \$350,000.00). City staff estimates the city's contribution to be between \$150,000 to \$200,000. This project is to be bid, inspected, and managed by the City of Ashland.

The extension of Perry Ave/Industrial Dr. to Ashley Dr. is a vital component of the Ranken Project. The entrance to Ashley Dr. from Highway 63 will be removed as part of the project and the main access for the Ranken Institute will be provided by the extension. City staff has worked closely with MODOT, EDA, and MMRPC to ensure that both grants can be used to fund the project.

FISCAL IMPACT:

Short Term Impact: \$150,000.00 - \$200,000.00

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the ordinance to enter into a cost-share agreement with MODOT for the construction of the Perry Ave. Extension Project.

COUNCIL BILL NO. 2021-061

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COST SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a cost share agreement with the Missouri Highways and Transportation Commission for the Perry Avenue Extension. The form and content of the Agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified:

Perry Ave. Extension, Boone County
Project No. J5S3590
City of Ashland
Agreement No. 2021-07-64613

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT¹**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Ashland (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on June 17, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* for the Perry Avenue Extension project subject to the terms and conditions of this Agreement.

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

(1) **IMPROVEMENT DESIGNATION**: The public improvement designated as Perry Avenue Extension, Boone County, Job No. J5S3590, shall consist of extending Perry Avenue from Ashley Drive to Industrial Drive and removing the existing at-grade access at Liberty Lane to Route 63.

(2) **LOCATION**: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Perry Avenue extension beginning approximately 1850' south of Route Y to existing Ashley Drive/Perry Avenue intersection. Liberty Lane is approximately 150' south of Ashley Drive and intersects northbound US-63.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) **IMPROVEMENT WITHIN CITY**: The portion of the improvement on City right of way is located as follows:

Approximately 1850' south of Route Y to Ashley Drive.

(4) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree as follows:

- (A) The Entity shall be responsible for all aspects of the project including design engineering, acquisition of right of way, relocation of utilities, letting the project, construction, and inspection of the project.
- (B) The Entity shall follow the Commission's Local Public Agency (LPA) policy and procedures for all aspects of the project.
- (C) The Entity shall provide preliminary and final design engineering for the preparation of detailed right of way plans, construction plans and project specifications. This includes coordination with all public and private utility owners within the project limits and relocation of utilities impacted by the project. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards and specifications. Said plans shall not be changed in concept or scope without prior approval of the Commission.
- (D) The Entity shall acquire any additional right of way required for the project and in doing so agrees that it will comply with applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the act.
- (E) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's concurrence in award. The Entity shall submit all required bid concurrence documentation to the Commission at least two (2) weeks prior to the Commission Meeting in which the Entity seeks to request award. If the Entity awards the construction contract without obtaining concurrence, the Commission is under no obligation to continue participation in the cost of the project.
- (F) The Entity shall secure all required federal, state and local permits as required for design and construction of the improvements. Prior to entering onto the Commission's right of way to perform any obligation under this Agreement, the Entity shall obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.
- (G) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform

to the current criteria and requirements established and adopted by the Commission and in accordance with current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which will be furnished by the Commission upon request and absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials (AASHTO).

(H) The Commission will provide preliminary engineering review, right of way acquisition review and construction engineering review of the project to ensure compliance with the Commission's policies and procedures.

(5) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the parties agree as follows:

(A) The estimated total cost of the project is eight hundred five thousand four hundred twenty-one dollars (\$805,421.00). The total project costs include preliminary engineering, preliminary engineering review, utilities, project construction, construction engineering and construction engineering review. Any right of way costs incurred for this project are ineligible for Cost Share participation. The details of the estimated cost breakdown are shown below in Exhibit B, which is incorporated herein and attached hereto.

(B) The Commission will pay for fifty percent (50%) of the total project cost, not to exceed four hundred two thousand seven hundred ten dollars (\$402,710.00). Of this amount, the Commission shall provide three hundred ninety-two thousand seven hundred ten dollars (\$392,710.00) from the Commission's Cost Share program, seventy-nine thousand eight hundred sixteen dollars (\$79,816.00) available in State Fiscal Year 2021, three hundred twelve thousand eight hundred ninety-four dollars (\$312,894.00) available in State Fiscal Year 2022, and preliminary and construction engineering review services by its Central District and Central Office personnel estimated to total ten thousand dollars (\$10,000.00).

(C) The Entity shall be responsible for fifty percent (50%) of the total project cost, currently estimated at four hundred two thousand seven hundred eleven dollars (\$402,711.00). The Entity shall be responsible for the balance of the total project cost in excess of eight hundred five thousand four hundred twenty-one dollars (\$805,421.00).

(D) The Entity will receive credit for the actual cost incurred for preliminary engineering services, currently estimated at ninety-four thousand dollars (\$94,000.00).. The Entity shall provide documentation of the costs for preliminary engineering services in accordance with the Commission's LPA Policy.

(E) The Entity shall be responsible for all project cost overruns. Underruns on the

Cost Share eligible portion of the project will be allocated to the Commission and the Entity based on a pro rata share.

(F) The Entity may request reimbursement from the Commission after eligible costs are incurred. Requests for reimbursement shall be submitted no more than monthly after July 1st, 2021, the beginning of State Fiscal year 2022.

(6) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Entity will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the Commission, any necessary right-of-way required for the construction of the improvement.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (7) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(9) DRAINAGE: The Entity will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The Entity shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Entity constructs within the limits of highway right-of-way to the extent of the Entity's authority and control of the storm sewer facilities or natural drainage involved.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(11) COMMISSION REPRESENTATIVE: The Commission's Central District

Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(12) ASSIGNMENT: The Entity shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(15) PLANS AND CONSTRUCTION: The Entity shall be responsible for preparation of plans, specifications, and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(16) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Entity based on its pro rata share of the investment.

(17) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission unless otherwise agreed upon by the parties in a separate agreement.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(20) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(21) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(22) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(23) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(24) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(27) NOTICES: Any notice or other communication required or permitted to be

given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Machelles Watkins, PE
Central District Engineer
1511 Missouri BLVD, PO Box 718
Jefferson City, MO 65102
Email: machelle.watkins@modot.mo.gov

Entity to: City of Ashland
Attn: Lelande Rehard
Assistant City Administrator
109 East Broadway
Ashland, MO 65010
Email: assistantcityadmin@ashlandmo.us

or to such other place as the parties may designate in accordance with this Agreement.

(28) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(29) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the

sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____ (date).

Executed by the Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ASHLAND

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Exhibit A – Location of Project
City of Ashland

Extension of Perry Avenue gap and removal of Liberty Lane at-grade entrance to northbound Route 63



Exhibit B

Project Name: Perry Avenue Extension
MoDOT Project Number: J5S3590
Description: Extend Perry Avenue and remove an at-grade entrance along Route 63
Total Project Cost Estimate: \$805,421
Local Entity: City of Ashland

	Current Estimate	Cost Share/Participation Eligible
Preliminary Engineering	\$94,000	\$94,000
Preliminary Engineering Review (MoDOT)	\$5,000	\$5,000
Right of Way Acquisition (including easements)	\$0	Not Cost Share Eligible
Right of Way Incidentals	\$0	Not Cost Share Eligible
Utilities	\$10,000	\$10,000
Construction	\$628,421	\$628,421
Construction Engineering	\$63,000	\$63,000
Construction Engineering Review (MoDOT)	\$5,000	\$5,000
Total	\$805,421	\$805,421

Project Responsibilities:

Design	City of Ashland
Right of Way Acquisition	City of Ashland
Letting	City of Ashland
Inspection	City of Ashland

Financial Responsibilities:

District	\$10,000	1%
Cost Share Funds	\$392,710	49%
City of Ashland	\$402,711	50%
Total:	\$805,421	100%

How are overruns and underruns handled?

All overruns are to be the responsibility of the Entity, the City of Ashland.
 All under runs are to be shared by the Entity and the Commission based on a pro rata share.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: October 19, 2021

Re: Downtown Ashland Betterment Coalition (ABC)

EXECUTIVE SUMMARY: Following the recommendations of the Broadway beautification Task Force and Missouri Main Street, the Downtown Ashland Betterment Coalition (non-profit organization) has been formed and approved by the Missouri Secretary of State.

DISCUSSION: The attached Resolution would approve the initial slate of Board members to this organization who have already received initial training from Missouri Main Street.

Pending decisions by this new Board will include the election of officers, and staffing (hiring a part-time Executive Director), and applying for tax-exempt status from the Internal Revenue Service (IRS).

Staff intends to bring forward a funding proposal for the hiring of a part-time Executive Director within the next few weeks.

FISCAL IMPACT:

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

Long Term Impact: \$0

SUGGESTED BOARD ACTION: Staff recommends approval of the legislation appointing the slate of new Board members to the Downtown Ashland Betterment Coalition.

10-19-2021

A Resolution establishing the members and terms of the
Ashland Betterment Collation

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

SECTION 1. The Incorporation of the Downtown Ashland Better Coalition, consisting of the City Administrator, City Clerk and City Treasurer have recommended the initial slate of Board members shown in Section 2 of this Resolution.

SECTION 2. The Ashland Betterment Collation shall consist of Nine (09) members appointed by the Board of Aldermen and Seven (7) Ex-officio members.

One Year Term: Izzy Smith, Lonna Trammel, Brandon Glascock
Two Year Term: Alicia Ozenburger, Tracy Titmus, Kip Batye
Three Year Term: Lars Van Zandt, Jay Berendzen, Galen Wilhoit

Ex-Officio Members:

Board of Aldermen-Melissa Old
City Administration-Lelande Rehard
Police-Gabe Edwards
Parks-Marsha Lessley
Chamber-Jesse Wheadon
SDEBC-Bill Lloyd
School-Chris Felmlee

SECTION 3. The Ashland Board of Aldermen hereby confirms the slate of Board members shown in Section 2 of this Resolution.

This resolution 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



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Public Works

To: Board of Alderpersons

From: James Creel, Public Works Director

Board Meeting Date: October 19, 2021

Re: FY22 Curb Repair Project

EXECUTIVE SUMMARY:

Authorization is needed from the Board of Alderpersons to proceed with the FY22 Curb Repair Project.

DISCUSSION:

There are several curbs within the City of Ashland that are in need of repairs. This work is specialized and best completed by a contractor that has vast experience with such, due to the sheer volume of curbs that need repaired and/or replaced.

Watson Concrete, LLC is a contractor based out of Columbia, Missouri that specializes in curb repair and replacement. They have been used by the City of Ashland for multiple concrete projects in the past, including curb repair and/or replacement. They are a reputable contractor and have performed satisfactorily in the past on City of Ashland projects.

Watson Concrete, LLC currently has in place a multi-year cooperative contract with the City of Columbia for curb repair and/or replacement. This contract would allow the City of Ashland to utilize their services for this project without soliciting bids for such.

FISCAL IMPACT:

During planning, this project was allotted a budget of \$50,000.00. Attached is a cost estimate from Watson Concrete, LLC for all planned repairs (1,122 linear feet). This estimate utilized the pricing in the above mentioned cooperative contract, and came to a total of \$48,574.50.

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be authorized to enter into contract Watson Concrete, LLC for the completion of the FY22 Curb Repair Project.

10-19-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
WATSON CONCRETE, INC. FOR THE FY 2022 CURB REPAIR PROJECT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a contract with Watson Concrete, Inc. for the FY 2022 Curb Repair Project. The form and content of the contract shall be substantially as set forth in the contract agreement. This is a multi-year cooperative contract with the City of Columbia #87/2020.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

Section 4. 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

WATSON CONCRETE INC.
P.O. Box 7404
Columbia, MO 65205
573-228-6678
www.watsonconcreteinc.com



ADDRESS

City of Ashland
109 East Broadway
P.O. Box 135
Ashland, Missouri 65010

Estimate 2018

DATE 10/13/2021

EXPIRATION DATE 11/13/2021

JOB LOCATION

Ashland, Missouri

PROJECT NUMBER

FY22

JOB DESCRIPTION

Curb Repairs

ACTIVITY	AMOUNT
City of Ashland - Curb Repair Estimate (1,122 LF) Project Quantities and Billing Sheet Attached	48,574.50

Thank you for the opportunity to bid your project!

TOTAL \$48,574.50

Accepted By

Accepted Date

WATSON CONCRETE INC. 87/2020 SIDEWALK, CURB, IMPROVEMENTS,SERVICE CUT AND REPAIR (ADA) YEAR 1

SITE LOCATION: ASHLAND, MISSOURI (ESTIMATE)

START DATE: _____ **DATE COMPLETED:** _____

BID NO.	ITEM DESCRIPTION	TOTAL		YEAR 1	
		UNITS	QTY.	RATE	TOTAL
1	Asphalt "hot mix" pavement patch: (to include concrete patch; 2" asphalt)	sqft	0	\$ 24.05	\$ -
2	Asphalt "cold mix" pavement patch: (to include concrete patch; 2" asphalt)	sqft	0	\$ 25.00	\$ -
3	Add if: Curb & gutter replacement needed: Barrier style curb- (match existing)	lf	0	\$ 32.85	\$ -
4	Add if: Curb & gutter replacement: Standard curb & gutter, any configuration	lf	0	\$ 32.85	\$ -
5	NO BID		0	No Bid	#VALUE!
6	Concrete pavement patch: (includes full depth concrete; sawing/removal as needed) 6"-10" thickness (less than 200 SF)	sqft	0	\$ 19.50	\$ -
7	Add: Quick curing (8 bag mix, 2% calcium) substitute for regular concrete (less than 200 SF)	sqft	0	\$ 20.45	\$ -
8	12" Concrete street patch for select MoDOT jobs incl. removals	sqft	0	\$ 23.35	\$ -
9	Add quick curing (8 bag mix 2% calcium, substitute for regular concrete)	sqft	0	\$ 24.30	\$ -
10	Add if Curb and gutter replacement needed: Barrier style curb-Any configuration (match existing)- Type S	lf	0	\$ 32.85	\$ -
11	Add if Curb and gutter replacement needed: Standard curb and gutter, Any configuration (match existing)-	lf	0	\$ 32.85	\$ -
12	Driveway approach replacement, commercial including removal	sqft	0	\$ 18.25	\$ -
13	Driveway approach replacement, residential including removal	sqft	0	\$ 17.85	\$ -
14	Backfill and seed: 4 inch deep backfill-	sqft	0	\$ 2.05	\$ -
15	Backfill and seed: 8 inch deep backfill-	sqft	0	\$ 3.20	\$ -
16	Sod: Includes sod and 2" of top soil	sqft	0	\$ 3.15	\$ -
17	Brick Repair: Perform dig out, repair, and clean. Pour 6" pavement on 4" rock base. Reinstall brick - per standard	sqft	0	\$ 26.40	\$ -
18	Asphalt "hot mix" street repair- (includes hot mix asphalt) : To be used when removing cold mix temporary patch and replacing with hot mix	sqft	0	\$ 15.40	\$ -
19	Asphalt hot mix repair for private residential Driveways/parking, includes hot mix	sqft	0	\$ 14.70	\$ -
20	Asphalt hot mix repair for private commercial Driveways/parking, includes hot mix (6")	sqft	0	\$ 14.70	\$ -
21	Concrete repair for private residential driveway parking (4") includes removal	sqft	0	\$ 11.35	\$ -
22	Concrete repair for private commercial driveways/parking (6") Includes removal	sqft	0	\$ 16.55	\$ -
23	Private driveway/parking removal and replacement with asphalt hot mix (4")	sqft	0	\$ 14.70	\$ -
24	Commercial driveway/parking removal and replacement with asphalt hot mix (8")	sqft	0	\$ 22.60	\$ -

WATSON CONCRETE INC. 87/2020 SIDEWALK, CURB, IMPROVEMENTS, SERVICE CUT AND REPAIR (ADA) YEAR 1

BID NO.	ITEM DESCRIPTION	TOTAL		YEAR 1	
		UNITS	QTY.	RATE	TOTAL

25	Private residential driveway/parking removal and replacement with concrete (4")	sqft	0	\$ 11.35	\$ -
26	Private commercial driveway/parking removal and rereplacement with concrete (6")	sqft	0	\$ 16.55	\$ -
27	Remove & Replace 6"- 8" Concrete Street (8bag mix 2%) – Greater than 200 SF	sqft	0	\$ 16.55	\$ -
28	Remove & Replace 6" - 8" Concrete Street (6 bag mix)– Greater than 200 SF	sqft	0	\$ 15.85	\$ -
29	Remove & Replace 9" -11" Concrete Street – Greater than 200 SF	sqft	0	\$ 19.85	\$ -
30	Saw Cut (extra not in Remove & Replace) up to 4" depth	lf	0	\$ 3.50	\$ -
31	Removal of sidewalk, landing, or ramp	sqft.	0	\$ 4.00	\$ -
32	Removal of pavement with integral curb	sqft.	0	\$ 3.00	\$ -
33	Removal of curb and gutter	lf	0	\$ 5.85	\$ -
34	Removal and Replacement of Pinned-On-Curb	lf	1222	\$ 39.75	\$ 48,574.50
35	4" PCC sidewalk matching street grade	sqft.	0	\$ 9.60	\$ -
36	4" Downtown PCC sidewalk mat	sqft.	0	\$ 11.05	\$ -
37	4" PCC ramp, landing, or sidewalk not matching street grade	sqft.	0	\$ 9.95	\$ -
38	4" Downtown PCC ramp, landing, or sidewalk not match street	sqft.	0	\$ 11.05	\$ -
39	4" PCC ramp, landing, or sidewalk w/ Integral curb or flare	sqft.	0	\$ 10.20	\$ -
40	6" PCC sidewalk, ramp, or landing	sqft.	0	\$ 10.60	\$ -
41	6" Downtown PCC sidewalk, ramp, or landing	sqft.	0	\$ 11.60	\$ -
42	6" PCC sidewalk, ramp, or landing with integral curb or flare	sqft.	0	\$ 10.95	\$ -
43	Replace Smooth Brick in Downtown Crosswalks w/ADA Brick (Detectable Brick)(No Grade adjustments)	sqft.	0	\$ 28.00	\$ -
44	Remove and Replace Downtown Brick Ramps to ADA Compliance (includes concrete base/grade adjustments)dwg 1000.10A	sqft.	0	\$ 38.05	\$ -
45	ADA Compliant Bus Shelter Pad 6" thick PCCP	sqft.	0	\$ 10.60	\$ -
46	Add Integral Curb to bus pad (6" Height)	lf	0	\$ 15.00	\$ -
47	Dig Out pavement repair	sq. yd.	0	\$ 135.00	\$ -
48	Detectable Warning - Cast-in-Place	sqft.	0	\$ 25.00	\$ -
49	Detectable Warning - Surface Applied	sqft.	0	\$ 34.75	\$ -
50	Erosion Control - Inlet Protection for Curb Inlets	each	0	\$ 175.00	\$ -
51	Erosion Control - Inlet Protection for Grated Inlets	each	0	\$ 175.00	\$ -
52	Temporary Traffic Control - Shoulder Work w/minor encroach	each	0	\$ 25.00	\$ -
53	Temporary Traffic Control - lane closure at side of intersection	each	0	\$ 950.00	\$ -
54	Temporary Traffic Control - Crosswalk Closure and detours	each	0	\$ 35.00	\$ -
55	Grinding Trip Hazard	lf	0	\$ 3.50	\$ -
56	Relocate Signs	each	0	\$ 85.00	\$ -
57	Adjusting Manholes or Inlets Grade	each	0	\$ 50.00	\$ -
58	Adjusting Water Valve to Grade	each	0	\$ 25.00	\$ -
59	Trimming and removing vegetation and sediment from sidewalk	lf	0	\$ 3.00	\$ -
60	Consultation	per hour	0	\$ 60.00	\$ -
61	Administration and Bonding Cost per projects over \$50,000.00	%	0	3.00%	\$ -

WATSON CONCRETE INC. 87/2020 SIDEWALK, CURB, IMPROVEMENTS, SERVICE CUT AND REPAIR (ADA) YEAR 1

BID NO.	ITEM DESCRIPTION	TOTAL		YEAR 1	
		UNITS	QTY.	RATE	TOTAL
	Track Skid Steer	per hour	0	\$ 125.00	\$ -
	Mini Excavator	per hour	0	\$ 145.00	\$ -
	T/A Dump Truck	per hour	0	\$ 125.00	\$ -
	S/A Dump Truck	per hour	0	\$ 115.00	\$ -
	Service Truck	per hour	0	\$ 25.00	\$ -

TOTAL	\$48,574.50
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QUANTITIES AT TIME OF CONSULTAION _____ **DATE:** _____

Approved By: **WATSON CONCRETE INC**

CITY OF ASHLAND

SIGNATURE

SIGNATURE

PRINT

PRINT

QUANTITIES AT TIME OF COMPLETION _____ **DATE:** _____

Approved By: **WATSON CONCRETE INC**

CITY OF ASHLAND

SIGNATURE

SIGNATURE

FY22 Curb Repairs-Watson Concrete

Location	Linear Feet	Cost
704 Redwood Dr	10	
402 Kristi Ln	28	
404 Kristi Ln	27	
406 Kristi Ln	34	
700 Justin Ln	8	
606 Justin Ln	8	
701 Billy Joe Sapp Dr	36	
602 Billy Joe Sapp Dr	33	
505 Pinto Pony Dr	61	
602 Pinto Pony Dr	24	
400 Misty Ln	19	
503 Springtime Dr	36	
405 Red Wing Dr	19	
505 Terra Linda Ln	47	
210 Jameson Dr	10	
111 Brian Dr	23	
605 Springtime Dr	50	
510 Springtime Dr	13	
511 Springtime Dr	14	
507 Springtime Dr	22	
512 Caspian Circle	36	
604 Caspian Circle	17	
701 Kristi Ln	9	
205 Jameson Dr	31	
208 Jameson Dr	37	
111 Brian Ln	19	
303 Redwing Dr	6	
401-403 Redwing Dr	105	
302-304 Sarah Dr	120	
303-307 Sarah Dr	150	
502 Terra Linda Ln	20	
304 Amanda Dr	93	
305 Amanda Dr	57	



REQUEST FOR PROPOSALS (RFP) TITLE: “Re-Codification Services of the City’s Code of Ordinances.”

ISSUE DATE: October 18, 2021

RETURN PROPOSAL NO LATER THAN: 5:00 p.m., November 12, 2021

DELIVERY INSTRUCTIONS: Clearly print or type **”RFP: “Re-Codification Services of the City’s Code of Ordinances”** on the outside of a SEALED envelope or package. Proposals may be mailed or delivered to City of Ashland, Office of the City Administrator, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

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

SIGNATURE REQUIRED

OFFEROR NAME	
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER

OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)

Corporation
 Individual
 State/Local Government
 Partnership
 Sole Proprietor
 IRS Tax-Exempt

AUTHORIZED SIGNATURE	DATE
----------------------	------

PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

The City of Ashland, Missouri, a fourth class city, is accepting proposals for Re-Codification Services of the City’s Code of Ordinances and Publication and Supplement Services from a qualified consultant with extensive experience in codification.

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate a Consultant’s services as they compare to other Consultants and as they pertain to the City’s needs.

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUALIFICATIONS:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Tony St Romaine, City Administrator at cityadmin@ashlandmo.us All questions should be submitted by **October 30, 2021 at 5:00 pm**. Responses will be provide to all interested parties via e-mail by November 5, 2021 at 5:00 pm.

Any oral responses to any question shall be unofficial and not binding on the City of Ashland. An Addendum to this RFP providing the City of Ashland’s official response will be issued if necessary to all known prospective offerors.

VALIDITY OF PROPOSALS:

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Ashland reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Ashland to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any Respondent may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Ashland's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Ashland, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Ashland. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Ashland shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

INDEMNIFICATION

The Proposer shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Proposer or its employees, agents, sub-Consultants, or assignees pursuant to the terms of the contract resulting from this RFP.

PROPRIETARY INFORMATION

All material submitted in response to this RFP will become public record and will be subject to inspection after a contract is executed or all proposals are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R. S. Mo. for the request and approval by the City Administrator. The total proposal, cost or pricing information will not be considered proprietary.

CONTRACT DOCUMENTS:

The final agreement between the City of Ashland and the Consultant will include by reference:

- Consultant's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the City Administrator. No other individual is authorized to modify the agreement in any manner.

2. SCOPE OF SERVICES:

The specifications listed herein are minimum requirements. All proposals should be based on the codebook consisting of approximately 1,100 pages. Page size shall be 8 ½" x 11" single column format. It is the responsibility of each proposer to state, in the proposal, any variations where the specification have been met or exceeded. These specifications are in no way meant to limit any firm from offering the requested services, but are considered the ideal services desired by the City. If no variation is listed, it will be considered that all specifications will be met, as stated.

The City is requesting proposals for the re-codification of the legislation of the City, including publication and supplemental services. Listed below are the various required components for the codification project. The codification firm shall clearly describe, in its response, a recommended process for achieving these components. The proposals should include an estimated timeline for each component.

- A. Codify the Ordinances of a general and permanent nature.
- B. Any technical code the City adopts by reference and local amendments thereto will be accommodated by the Editors' drafting an appropriate code section to codify the adoption and/or amendment.
- C. The re-codification process shall ensure that all Code.relevant legislation is properly incorporated into the Code.
- D. The codifier shall recommend an organizational and numbering system to be used for the Code. The Ordinances which are of a general and permanent nature shall be classified according to subject matter so that all related Ordinances shall be grouped into titles, chapters and sections, according to subject matter. All ordinances repealed by implication, or which are outmoded or antiquated, shall be disposed of in accordance with the recommendations of the City. The City shall have the final approval of the organizational and numbering system for the Code. All amendatory provisions shall be accorded their proper places and the repealed, outmoded and antiquated provisions shall be eliminated. This applies to the provisions that have been expressly repealed and also to those which have been repealed by implication, but all such provisions thought to be repealed by implication shall first be brought to the attention of the City, together with explanations thereof, for a ruling thereon by the City.
- E. Prepare a table of contents and sectional analysis for each chapter.
- F. Also, to be included as a part of the basic project is the preparation and publication of a comprehensive, detailed Code Index. The codification firm shall provide an example of a typical Index as part of its response.
- G. Prepare a legislative history of each section, citing the ordinance number and date of passage of the current ordinance, as indicated on copies of ordinances supplied to the codification firm.
- H. Prepare statutory cross-references to sections of the City statutes and references to other pertinent parts of the Code, where applicable. These references shall appear at the end of the section to which they apply.

- I. Prepare Tables of Special Ordinances listing chronologically, in groups, those ordinances in certain subject areas that the City and the codification firm mutually agree to be pertinent.
- J. Prepare parallel Reference Tables showing:
1. The disposition of ordinances (in numeric sequence) included in the re-codification (Ordinance to Code).
 2. A listing of Code sections based on City ordinances (Ordinance to Code).
- K. The codification firm shall also provide for a complete review of the City's current legislation, identifying any conflicts or inconsistencies within the legislation or between the legislation and applicable Missouri or Federal statutes. Discrepancies between the Ordinances and such laws shall be noted and brought to the attention of the City.
- L. Deliver to the City, within six (6) months from the receipt of the materials deemed necessary by the codification firm to begin the codification, one copy of a manuscript of the Code for the City's examination, as well as the codification firm's written legal report detailing its legal research and analysis of the City's Code and ordinances.
- M. Ten (10) copies of the Code volumes shall be published. The Code volumes will be on will on 8.5 x 11 inch pages, housed in heavy-duty post binders, imprinted with the name and seal of the City. The codification firm shall indicate the color choices available for the binders, and if there is different cost for a particular color. The Codifier shall provide a complete sample code from another Missouri client to illustrate the type of binders and page format to be used.
- N. In addition to the printed copies, the City's Code must be available in searchable electronic format, preferably PDF; including five (5) CD's and provide web hosting.
- O. The Ordinances shall be edited for punctuation, grammar, usage, to make changes to affect uniformity of style and to correct typographical and spelling errors. Suggestions for additions or changes in the ordinances will be submitted to the City. No change in the substance of any existing Ordinance shall be made without the consent of the City. The City shall be free to accept wholly or in part any or all of the suggestions submitted by the codifier. The codifier shall not, without the approval of the City, omit any Ordinances even though they are believed to have been replaced or to have become obsolete.
- P. Re-Codification shall include the codification of all ordinances passed by the governing body of the City up to the time the Code manuscript is reviewed by the City. Any Ordinances passed by the governing body subsequent to the date of the execution of this Agreement shall be forwarded, from time to time, to the codifier so that such provisions may be accorded their proper places in the new Code manuscript. After the manuscript has been inspected and approved by the City, no new or additional material shall be added or incorporated into the manuscript.
- Q. After delivery of the rough draft, and at the request of the City, a representative of the codifier shall be available to hold an editorial conference with City officials. The costs for these editorial conferences shall be included in the Base Price quoted and shall not exceed such cost should additional meeting(s) be deemed necessary by the City. All recommendations will be discussed at this time and the City will be free to accept or reject these recommendations in whole

or in part. Following the editorial conference(s), the codifier shall prepare a memorandum outlining the changes that were agreed upon.

R. Upon request, the codifier will provide the City with electronic copies of the Code. These digital copies shall be formatted and presented in Microsoft Word format. The codifier may quote other search and retrieval programs and other such aids including internet hosting as it deems in the best interest of the City. The City is free to accept such additional programs as it chooses.

S. The codifier agrees to print the Code in final form and shall deliver to the City ten (10) copies of the completed Code, all to be bound in mechanical loose leaf binders. The codifier shall afford the City an opportunity to order reprints of certain, selected chapters from the Code at the time of review and approval by the City.

T. After being reviewed and approved by the City, the manuscript will then be put in final form so as to include all changes that have been agreed upon.

U. Submit to the City, in writing, all prices for these codification services and a proposed invoicing schedule.

V. The codification firm should also:

1. Submit to the City the costs and minimums for additional copies of the Code in the future.
2. Provide an increase and decrease price for pages more than or less than the pages on which the proposal is based.
3. List separately each cost for supplement services, such as shipping, editorial fees and extra charges for tabular material.
4. Submit to the City the costs for monthly, quarterly and semiannual updates to the Code.
5. State completion time for supplement service.
6. Provide information about the codification firm's capability to provide free technical phone support, training and updates.

W. Online Electronic Code: The codifier agrees to host the electronic Code on the internet so that municipal staff and constituents can use the Code online with any electronic device that has internet access. The codifier shall:

1. Provide reliable 24/7 hosting services for the online electronic Code.
2. Provide easy and logical navigation of online electronic Code content for constituents and staff.
3. Post online searchable copies of legislation adopted between updates, i.e.

legislation not yet codified.

4. Back-up the Code on a secure and reliable Web server.
5. Provide offline alternative viewing options to support slower internet connections.
6. Display full-quality graphics and tables with searchable captions. Designated municipal staff users shall be able to:
 - a. Attend live training sessions given by a dedicated training specialist via video conference webinars.
 - b. Publish Public Documents online in the same platform as the Code to facilitate comprehensive searching.
 - c. View electronic Code visitor statistics including number of visits and most commonly searched terms.
 - d. View online archived versions of the Code for historical reference.
 - e. Download the Code to an editable Microsoft Word document.
 - f. Search multiple Codes at once to find sample legislation in the codifier's database of client Codes.
 - g. Insert password-protected annotations into the online Code.

Constituents and staff shall be able to:

- i. Search the Code by keywords or phrases.
- ii. Download an app for searching the Code on smart phones.
- ii. Print or email at the section, article, and chapter level of the online Code.

3. SUPPLEMENTAL UPKEEP SERVICES

After publication of the Code of Ordinances is complete, the codification firm will continue to maintain the Code as new legislation is enacted or ordinances are changed or repealed as follows:

A. Schedule: The codifier agrees to maintain and keep the Code of the City up-to-date by the publication of Loose Leaf Supplements containing the new ordinances of a general and permanent nature enacted by the governing body. The Supplements shall be published as the City desires. There shall be no additional charge(s) associated with the frequency of publication.

B. Ordinances to be furnished by City: The City shall forward to the codifier, one (1) copy of all Ordinances to be included in the update at the time of publication along with a written request that the update encompassing those Ordinances be prepared.

- C. Editorial Scrutiny: The new Ordinances will be studied by the codifier in conjunction with the existing provisions of the Code for the purpose of determining if any provisions of the basic Code are repealed, amended, or superseded. The page(s) of the Code containing provisions that are repealed or amended by Ordinance(s) shall be reprinted, or printed to remove such repealed or amended provisions and to insert the new Ordinance(s).
- D. Editorial Notes: Appropriate editorial notes will be prepared and appended as deemed necessary by the codifier.
- E. Cross-Reference Table and Table of Contents: The codifier shall prepare a Cross Reference Table listing the Ordinances included in each Supplement and setting out the location thereof. The Table of Contents shall also be kept current to reflect any changes to the Code volume.
- F. Listing of Omitted Ordinances Section: A "Listing of Omitted Ordinances" section shall be included. This section shall list all Ordinance numbers and a brief description of each Ordinance passed which is not included in the codified sections of the Code.
- G. Index: When the inclusion of new material necessitates changes in the Index, appropriate entries will be prepared and the necessary pages of the Index will be printed or reprinted to include these new entries.
- H. Instruction Sheet: Each Supplement shall contain a page of instructions for removal of obsolete page(s) and insertion of the new page(s).
- I. Costs: The codifier will prepare the Ordinances editorially and print a minimum of twenty (20) copies of each supplement page, including the Tables, Index pages and Instruction Sheet(s). For the purposes of this agreement, a page is hereby defined as the area of text on one (1) side of a sheet of paper, 8 ½" x 11". Each sheet shall contain two (2) pages.
- J. Reprints: Additional copies of specific chapters or any portion of the Code may be printed and bound in separate covers. Prices for such services shall be quoted at the time of request by the City.
- K. Tabular Matter: If a Supplement contain tables, drawings, and the like for which other methods of reproduction are required, the cost of such engravings or tabular matter shall be included. Also, if a Supplement necessitate additional tabs, the cost of such tabs shall also be included.
- L. Term: The Loose Leaf Supplement Service as provided herein shall be in full force and effect for a period of three (3) years from the date of this agreement, and shall be automatically renewed from year to year thereafter, up to a maximum of ten (10) year term, provided that either party may alter or cancel the terms of this agreement upon thirty (30) days written notice after the initial period. This contract may also be cancelled by the City upon ten (10) days written notice to the codifier for non-compliance to the stated requirements, delivery problems, or other just cause so deemed by the City. However, either such notice shall not be effective for purposes of terminating any Supplement in process for which Ordinances have been received by the codifier.
- M. Website Updates: Post updates to website where Code is maintained in an agreeable timeframe after receiving from the City.

4. OPTIONAL SERVICES

The codifier shall provide proposals for each of the following options, including a complete description of the services and all applicable costs.

- A. Chapter Reprints (Pamphlets): Codifier can fulfill requests from constituents and municipal officials of certain chapters/sections of the Code. Municipality to identify chapters along with number of reprints of each required
- B. Additional capabilities: Codifier to provide information on additional services it provides to municipal customers
- C. Other project options: The codifier may provide information on any additional product options or services related to this codification project not outlined in this Request for Proposals. Please include a complete description of the services, procedures involved, and a separate breakdown of all applicable costs.

5. EVALUATION AND AWARD PROCESS:

Selection of a codification firm will be based upon criteria deemed relevant to the City, including but not limited to the following:

- A. size and experience of the firm;
- B. number of years in business;
- C. name and availability of contact person;
- D. experience and educational background of legal editorial staff;
- E. experience and educational background of editors and support staff;
- F. degree of work, if any, that is to be subcontracted (i.e. attorneys, printing, etc.);
- G. pricing and value for services;
- H. complete list of current Missouri clients;
- I. reference contacts from at least five (5) Missouri municipalities for which similar projects have been completed;
- J. website and list of Codes in online library;
- K. data on average turnaround time for routine Code supplements;
- L. letter attesting to financial stability of firm; and
- M. completed Pricing Form.

The City shall select the most responsive, responsible and qualified bidder based on this criteria. Pricing will not be the sole criterion for selection. Preference may be granted to the firm demonstrating extensive experience serving Missouri municipalities, possessing knowledge of Missouri law and receiving favorable references from Missouri municipalities concerning their services.

The proposals will be evaluated by City Administration, City Clerk and the City's Attorney. The codifier may be selected from the proposals submitted or proposers may be ranked and interviewed prior to award.

Proposals which meet the minimum criteria will be rated on the basis of the following factors:

Factors	Points
A. Cost	60
B. Experience with similar projects	15
C. Proposed schedule	20
D. Value added services offered	5

Once the most qualified Consultant is selected, a Contract will be negotiated. The Contract may be amended to include additional services. The execution of the Contract shall be contingent upon the availability of funds.

The selection process will consist of a panel of City staff reviewing the proposals according to the criteria discussed above. The selection committee will determine if it is necessary to develop a “short list” and continue the selection process with formal presentations.

The City of Ashland reserves the right to reject any and all proposals and to resubmit its request for proposals. The City Administrator will make a recommendation to the Board of Aldermen based on the outcome of the selection process. The preferred vendor is expected to be selected and authorized by the Board in December, 2021.

The City of Ashland hereby notifies that it will affirmatively ensure that in any Contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Ashland is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City’s policy on non-discrimination.

6. INSURANCE REQUIREMENTS:

Consultant shall procure and maintain insurance during the life of the Contract. A Certificate of Insurance shall be filed with the City showing such insurance to be in force at all times. The Certificate of Insurance shall contain a provision that the City will be notified thirty (30) days prior to any change or termination of insurance. The following insurance shall be in force at all times:

Worker’s Compensation Insurance. All of Consultant’s employees to be engaged in work under Contract, in the amount required by laws of the State of Missouri.

Liability Insurance. The Consultant shall provide and maintain during the life of the Contract, Public Liability and Property Damage Insurance and Umbrella Coverage. The insurance shall protect Consultant, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under the Contract, whether such operations are performed by the Consultant or its employees. Public Liability and Property Damage Insurance and Umbrella Coverage shall be provided in the following amounts:

- 1) Public Liability - \$250,000 per person/\$1,000,000 per accident.
- 2) Property Damage - \$100,000 per any one claim/\$1,000,000 per accident
- 3) Umbrella Liability - \$1,000,000

Vehicle Insurance. The Consultant shall provide and maintain during the life of the Contract vehicle insurance in the same amounts as required under subparagraph for Liability Insurance.

Owner's Protective Liability Insurance. The Consultant shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Ashland as the insured, in an amount not less than \$1,000,000 for all claims arising out of a single accident or occurrence and \$100,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo.

7. PROPOSAL SUBMISSION:

The codification firm shall provide a breakdown of costs for this codification project indicating not-to exceed prices. Payment terms should also be specified. Ten (10) copies of the printed Code have been requested, along with ten (10) copies of loose-leaf supplements on a quarterly basis per calendar year. Also, please indicate a cost for printing extra books beyond the ten (10) requested. Any variations from the specifications as outlined in this request for proposals should be noted on the price quotation sheet.

8. SCHEDULE OF ACTIVITIES

Release and advertisement of RFP: October 18, 2021
Deadline for clarifying questions: October 30, 2021, 5:00 PM
Proposal submission deadline: November 12, 2021, 5:00 PM

9. PROPOSAL SUBMISSION

All proposals must be received by the City, Attention: Tony St Romaine, City Administrator, City Hall, 109 E. Broadway, Ashland, MO 65010 prior to 5:00 p.m., City time, on November 12, 2021.

Each proposal shall consist of one (1) original (identified as such) and five (5) complete proposal copies. It is the responsibility of the proposer to ensure that the proposal is received in the Purchasing Office, prior to the deadline listed above. Please allow ample mail delivery time to ensure timely receipt. Proposals received after the proposal receipt deadline will not be considered. Facsimiles and emailed proposals WILL NOT be accepted, and considered non-responsive to this RFP. Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.

Proposals must be clearly identified as follows: **"RFP Re-Codification Services"** on the outside of the proposal packet. It is requested that the proposal submitted as an Original be in flat form to facilitate scanning, copying and filing.

FORM A
CONSULTANT'S QUALIFICATIONS

The information requested on these forms shall apply to your entire organization unless information is requested on a specific activity. These forms must be submitted with your proposal and a response given to each item.

Submitted by: _____

Name of Company: _____

Date of Establishment or Incorporation: _____

State of Incorporation (if applicable): _____

Name of President/CEO/Owner: _____

Principal Office Address: _____

Name of Local Manager: _____

Local Office Address: _____

Contact Person for Purposes of this RFP

Name _____

Title _____

Telephone: (____) _____

Fax: (____) _____

Email Address: _____

Form A / Consultant's Qualifications

CONSULTANT'S EXPERIENCE AND WORK HISTORY

1. Name and title of person from your company who will be responsible for the ongoing management of the Re-Codification project for the City of Ashland. The resume of this person must be attached.

Name _____

Title _____

2. How many years has your organization been in business performing codification services?

a. Under its present name? _____

b. Under a different name? _____

3. If your company was previously operated under a different name(s) please list the names and number of years in operation (10 years' history is requested):

Name	Years in business
a. _____	
b. _____	
c. _____	
d. _____	
e. _____	
f. _____	

4. List at least five, cities, counties, states or other agencies for whom your firm has performed re-codification services similar to what is being proposed for the City of Ashland. The City of Ashland reserves the right to contact additional entities not listed in this section.

(1) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (____) _____
Email Address _____

(2) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (____) _____
Email Address _____

(3) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (____) _____
Email Address _____

(4) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (____) _____
Email Address _____

(5) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (____) _____
Email Address _____

Form B – Proposal Pricing

Description of Service(s)

Price

(A) Initial Re-Codification:

(1) Base Cost:

\$

(2) Base Cost Includes:

(a) Number of copies:

(b) Number of swing-hinged binders:

(c) Number of post binders:

(d) Number of sets of divider tabs:

(3) Additional Charges:

(a) Per page cost for excess pages:

\$

(b) Tabular matter, per page:

\$

(c) Magnetic Media:

\$

(d) Freight charges:

\$

(B) Loose Leaf Supplement Services:

(1) Annual Fee:

\$

(2) Per page costs:

(a) 8 ½" x 11", double column:

\$

(b) Additional tabular matter:

\$

(c) Magnetic media:

\$

(C) Optional Services

(1) Reorder Extra Copies of Extra Code Minimum Number of Copies:

1. Cost per Extra Code with Binder:

\$

2. Cost per Extra Code without Binder:

\$

3. Cost per Extra Chapter, Separately Bound:

\$

- (2) Cost of Copies of Code on disk/CD-ROM: \$
- (3) Cost of Putting Code on City Website and/or Hosting Code on selected Firm's Website: \$

(4) Updating Ordinances in conflict with State and Federal Statutes. Describe:

(5) Providing Model Ordinances, when Requested. Describe:

(6) Cost for Information Retrieval Software for the Code: \$

D. Initial Payment Schedule/Base Cost

- a. Amount due upon completion of Editorial Conference: \$
- b. Amount due upon receipt of proofs: \$
- c. Amount due upon delivery of Code: \$

E. Time to Completion

- a. Number of Months until Manuscript: _____
- b. Number of Months until Complete Code(after return of manuscript) _____
- c. Number of Days for Updated Supplements: _____

Public Works Report
Ashland Board of Aldermen Meeting
10/19/2021

Completed/Current Projects

- **Street Repairs/Maintenance**
 - Roundabout Project
 - Phase 1 (Northern side) is complete.
 - Phase 3 (Southern side) has begun.
 - Access from S Henry Clay has been closed, but Broadway traffic open both directions.
 - Upon completion of Phase 3, crews will move back to Phase 2 (Center section).
 - Project is estimated to be completed sometime in January 2022.
 - Mill and Overlay Project
 - Christensen Construction is anticipating completion of project during last week of October/first week of November.
 - Work will take 1-2 weeks to complete, depending on weather.
 - Street Patches/Curb Repairs
 - APW staff have been completing street patches throughout town.
 - Crews will continue to make street patches until winter weather prevents such.
 - APW working with Watson Concrete for curb repair project throughout town.
 - Project has budget of \$50,000 and should be completed prior to winter season.
 - Project will utilize existing cooperative contract (City of Columbia).
- **Stormwater Repairs/Maintenance**
 - Billy Joe Sapp Dr Project
 - Upon arrival of junction and inlet boxes, project can begin.
 - Project anticipated for completion in December or January, due to delays with metal castings (inlet grates/manholes).
- **Park Improvements/Maintenance**
 - Ballfield Remodel
 - Leland Rehard and James Creel attended grant administration training on 9/14/21.
 - Dependent upon material acquisition, ballfield remodel should be completed during winter months.
 - Veteran's Memorial
 - Construction scheduled to begin on 10/25/21.
 - Dedication/Ribbon Cutting scheduled to occur on Veteran's Day, 11/11/21 at 8:30 AM.
- **Sanitary Sewer**
 - Attached Operations Report from Alliance Water Resources.



REPORT OF OPERATIONS

Ashland, Missouri

Wastewater Treatment Plant

September 2021

Submitted by Alliance Water Resources, Inc.

OUR MISSION

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

Alliance Water Resources, Inc.

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

Administrative

- William Baysinger started new LM on September 2021.
- Hired Josh Bailey as Utility Worker. Starting Oct.11.2021.

Wastewater Treatment Plant

- Operations, regular checks completed, and weekly E-coli sample completed.
- Quarterly MDNR Samples collected.
- Installed Sludge Pump.
- Monthly composite MDNR Samples collected and reported to MO DNR

Lift Station/Sewer Collection System

- Performed weekly lift station testing and routine checks.
- Assisted MRWA Bartlett and West with videoing sanitary lines.
- Approximately 280 locates completed in August from Mo 1 Call.

Project Updates

Projects Listed for 2021-2022

- Crane for F450 – waiting on bids
- Rehabs Sewer Collection – camera work in progress
- Justin L.S – Not Started
- Peterson L.S – Not Started
- Lakeview L.S – Not Started
- Settlers L.S – completed.
- SCADA (Mission Control) - 4G upgrade on order.
- UV Preplacement Items – HMI Ordered waiting on delivery.
- Upgrade Camera Equipment – Not Started
- Locator device – Quoted -

Safety

- Safety meeting completed in August on Lab Safety and Hygiene.

Regulatory

- Weekly water samples were collected and tested as required by the MoDNR Discharge Permit.
- Monthly water samples were collected and tested as required by the MoDNR Discharge Permit.
- Quarterly water samples were collected and tested as required by the MoDNR Discharge Permit.



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

Operations Budget Update

Month Ending July 2021.

Description	Budgeted	Actual
Repair Expense	\$10,000	\$6,179
Chemical Expense	5,000	\$300

Plant Operations (September)

Parameter	Result	Limit
Daily Average Flow (Mgal)	1.9137	N/A
Monthly Average Flow (Mgal)	0.7166	N/A
Biochemical Oxygen Demand (mg/L)	24	Wkly 30 mg/L
Biochemical Oxygen Demand (mg/L)	24	Mthly 20 mg/L
Eff Total Suspended Solids (mg/L)	9	Wkly 30 mg/L
Eff Total Suspended Solids (mg/L)	9	Mthly 20 mg/L
pH Range	7.34-7.89	6.5 - 9.0
Dissolved Oxygen (DO) (Daily Min)	6.18	N/A
Dissolved Oxygen (DO) (Monthly Avg)	9.74	N/A
BOD % Removal	91	Min 85%
Suspended Solids % Removal	98	Min 85%
Ammonia mg/l	0.25	Daily Max 3.6 mg/L
Ammonia mg/l	0.25	Mthly Avg 1.0 mg/L
E-coli (7 Day geometric mean)	4.93	1030
E-coli (30 Day geometric mean)	4.93	206

Comments & Notes:

Service Call Summary

Blockages Reported (Monthly)	0
Complaints/Investigations (Monthly)	2
Sanitary Sewer Overflows	0
Smoke Testing miles (Total 2021)	7.25
I & I identified (Total 2021)	31
Locates Completed (monthly)	280

Concerns for the Month

- Nothing to add

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Professional Water and Wastewater Operations
OPERATIONS REPORT – Ashland



Repair sewer line break on Optimus Dr.



Smoke Testing/Study