



**City of Ashland, Missouri  
Meeting Agenda  
Board of Aldermen  
Ashland, Mo. 65010  
7:00 p.m. Tuesday, December 07, 2021**

This meeting will be held via zoom only.

<https://us02web.zoom.us/j/83604649138?pwd=YXFNR09GOVRFNGllEjwVlJhNFRwUT09>

**I. INTRODUCTORY ITEMS**

Invocation  
Pledge of Allegiance  
Roll Call  
Approval of Previous Minutes of November 16, 2021  
Adjustment and approval of the Agenda

**II. SPECIAL ITEMS**

a. None

**III. APPOINTMENTS TO BOARD AND COMMISSIONS**

a. None

**IV. SCHEDULED PUBLIC COMMENT**

a. None

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

**V. PUBLIC HEARING**

a. None

**VI. INTRODUCTION AND FIRST READING**

a. Council Bill No. 2021-065, an ordinance authorizing changes to the municipal code of the City of Ashland, Missouri to clarify individual roles the City Administrator, the City Clerk, and other appointed officers

**VII. OLD BUSINESS**

- a. Ordinance No. 1386, An ordinance authorizing the Mayor to enter into a Traffic Engineering Assistance Program Agreement with Missouri Highways and Transportation Commission
- b. Ordinance No. 1387, An ordinance approving a re-plat for Liberty Landing North Plat 1A

**VIII. NEW BUSINESS**

- a. A resolution authorizing the Mayor to enter into a lawn waste disposal contract with Clean Cut Services, LLC.

**IX. REPORTS**

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

**X. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF**

**XI. ADJOURNMENT**

Members of the public may attend any open meeting. For requests for accommodations related to disability, Please call 573-657-2091 or email [cityclerk@ashlandmo.us](mailto: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: 12-03-2021 @ \_\_\_\_\_**

NOVEMBER 16, 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 November 16, 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-here  
Ward Three: Rick Lewis-here, Dorise Slinker-here

Staff Present: Darla Sapp, City Clerk, Nathan Nickolaus, City Attorney, Dan Vandevoorde, Building Inspector, Lelande Rehard, Assistant City Administrator, City Administrator Tony St. Romaine, James Creel, Public Works Director and John Conway, Civil Engineer.

Mayor Sullivan presented the minutes of the November 02, 2021 Board meeting for consideration. Alderwoman Old made motion to approve the minutes as presented. Alderman Volkart seconded the motion. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan presented the agenda for consideration. Alderman Slinker made motion and seconded by Alderwoman Old 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 Council Bill No. 2021-063, an ordinance authorizing the Mayor to enter into a Traffic Engineering Assistance Program agreement with Missouri Highways and Transportation Commission. Alderwoman Old made motion and seconded by Alderman Slinker to take up for consideration Council Bill No. 2021-063, an ordinance authorizing the Mayor to enter into a Traffic Engineering Assistance Program agreement with Missouri Highways and Transportation Commission. Mayor Sullivan called for the staff report. Lelande Rehard, Assistance City Administrator reported we applied for and was awarded a TEAP grant in the amount of \$9,600.00 to study the intersection at Henry Clay Blvd., Main and Liberty Lane intersection. He stated this is a busy intersection with the school drop off and pick up. He stated the City is responsible for a 20% match. He stated they are working with Bartlett and West to provide the study and will bring an agreement forth at the next meeting or the second meeting in December. Mayor Sullivan stated this is a four way intersection near the school He stated Main Street is close to this intersection as well. He stated the preliminary plat for Ashland Commons was approved as well as a traffic study done. He stated the preliminary plat for Ashland Commons runs Main Street through that development and onto Liberty Lane. He stated the school is a key stakeholder in this discussion of adjustments or improvements that need to be done. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan asked for clarification on if the Ashland Commons development at the intersection of E. Liberty Lane and Main Street was going to happen. Lelande Rehard stated with the passing of the property owner it is unsure of what the family's intent is for this tract of land. Lelande Rehard stated there has been some discussion with the family members and will have to cross that bridge when we engage with them. Mayor Sullivan stated a roundabout

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

Mayor Sullivan presented Council Bill No. 2021-064, an ordinance approving a re-plat for Liberty Landing North Plat 1A. Alderwoman Old made motion and seconded by Alderwoman Bell to take up for consideration Council Bill No. 2021-064, an ordinance approving a re-plat for Liberty Landing North Plat 1A. Mayor Sullivan called for the staff report. Dan Vandevoorde, Building Inspector reported this is a re-plat of Lot 117 Liberty Landing North Plat 1 and is basically splitting the lot into two lots, 117A and Lot 117B. He stated originally the lot was contained for a detention basin in the rear portion of the property what would be part of a privately owned lot. He stated the developer wants to split the lot into two lots to have the detention basin on its own lot to be controlled by the HOA and not be a portion of the privately owned lot. He stated the lot will have a 16 foot easement located on the north side of Lot 117A and for access to Lot 117B. He stated this was approved by the Planning and Zoning Commission and Chris Sander from McClure Engineering was the engineer for the Martin's and is on the line for questions. Mayor Sullivan called for comments from the public. Chris Sander 1901 Pennsylvania Columbia, Mo. stated they felt this would be cleaner and the homeowners association would be owned fee simple. Mayor Sullivan called for questions or comments from the Board. Alderman Slinker asked if this would be fenced in. Chris Sander reported it would remain unfenced. Mayor Sullivan called for the vote. Alderman Slinker-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Volkart-aye, Alderwoman Selby-aye. Motion carried.

Mayor Sullivan presented a resolution to approve the site plan for 7055 Baldrige Ave. Alderwoman Old made motion and seconded by Alderwoman Selby to take up for consideration the resolution to approve the site plan for 7055 Baldrige Ave. Mayor Sullivan called for the staff report. Dan Vandevoorde, Building Inspector stated this is a commercial site plan for the existing building and approximately 8 acres in the Cartwright Business and Technology Center. He stated this commercial site plan is for a package distribution company that will utilize the existing 58,700 square foot building with the addition of approximately 8 acres of new paved surface to accommodate delivery vehicles of various sizes. He stated there will be three new entrances/exits along Leadership Drive added for access to the 8-acre portion. He stated the existing building will be renovated and they will redo the parking in the front to have full access around the building. He stated a traffic study was done and no issues were found that warranted improvements. He stated this project meets the vision of the 2020 Comprehensive Plan in regards to promoted development and land use suitability in this area. He stated the positive impacts will be permit fees to allow for a remodel and long term impact would be the utility fees generated along with the residual tax generated from the addition of employees. He stated the engineering firm was McClure Engineering and staff did the review. He stated the Planning and Zoning Commission recommended approval of this site plan. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Selby-aye, Alderman Volkart-aye, Alderwoman Old-aye, Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Slinker-aye. Motion carried.

Mayor Sullivan presented a resolution approving the payment to the Ashland Optimist Club for the community pool. Alderwoman Old made motion and seconded by Alderman Slinker to take up for consideration the resolution approving the payment to the Ashland Optimist Club for the community pool. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator reported last spring last we entered into agreement with the Optimist Club He stated the agreement was for a three year period. He stated in the agreement was to pay \$3,000.00 per year for operation of the pool and up to \$3,000.00 a year to assist with needed repairs and replacements. He stated as per the agreement the Optimist Club has provided us with an invoice for \$3,000 and \$888.82 with invoices for capital repairs with the total being \$3,888.82. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderman Slinker asked if the City was looking at grants to help them in the

future and what is the next step to help the Optimist Club for the pool. Lelande Rehard, Assistant City Administrator stated there is ongoing conversations on the pool. He stated with the money the City is putting into the pool it should make it easier for the Optimist to make upgrades. He stated we have started conversations for what the future holds. Alderwoman Old stated the Optimist Club would need to be the driving force behind applying for grants as it is not a City pool. Mayor Sullivan called for the vote. Alderman Slinker-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Volkart-aye, Alderwoman Selby-aye. Motion carried.

Mayor Sullivan presented for appointment Shelley Martin to serve as Interim City Treasurer through April 19, 2022. Alderwoman Old made motion and seconded by Alderwoman Selby to confirm the appointment of Shelley Martin as Interim City Treasurer through April 19, 2022. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator discussed how the current code is written on appointments making it difficult to fill this vacancy for a short time period until the after the April election. He stated Shelley Martin served as Treasurer several years ago and is able and willing to work for the City on a part time basis. He stated they will be bringing forward Chapter 2 code changes in the next couple of months on certain non-elected officials being appointed yearly. He stated Shelley will serve as interim Treasurer and asked the Board for their support. Mayor Sullivan stated there is no better person or qualified person to step up without training and she already has expertise and how our system and budget work. Mayor Sullivan called for public comments. He called for comments or questions from the Board. Shelley Martin stated she appreciated the support and will do the best she can and we will get it straightened out. Mayor Sullivan called for the vote. Alderwoman Selby-aye, Alderman Volkart-aye, Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Slinker-aye, Alderwoman Old-aye. Motion carried.

#### Mayors Report:

Mayor Sullivan read a statement informing the Board and citizens that he will not seek re-election.

#### Administrator's Report:

Tony St. Romaine, City Administrator stated this is Dan Vandevoorde and Lelande Rehard's last Board of Aldermen meeting. He thanked them publicly for their service to the City of Ashland. He stated that Dan has the building inspections and made code changes and it is in a much better shape than a year ago. He stated Dan is actively helping to recruit someone to fill his position. He stated he has taken a different job for Jefferson City. He thanked Dan for his service to Ashland. He stated Lelande Rehard served as Assistant City Administrator to become City Administrator but things change and he is going to follow his heart with a different job. He wished him the best in his future endeavors.

Dan Vandevoorde thanked the Board for giving him the opportunity. He stated the building community are very good people and he is glad he could be part of that. He stated he hopes we can get someone in here to continue to move the building department forward. He stated he still lives here and still happy to step in and help.

Lelande Rehard stated this is an incredible community and he has enjoyed working with many citizens, community leaders and a staff.

Mayor Sullivan stated he appreciated all Dan Vandevoorde and Lelande Rehard has done for the community.

#### City Attorney's Report:

Nathan Nickolaus, City Attorney stated he had no report.

#### Public Works Director Monthly Report:

James Creel, Public Works Director reported the Russian Setter street project has been delayed because they are waiting on locates. He stated the plans is to start this on Thursday and should take a couple of weeks to complete. He thanked the Board for attending the Veterans Memorial ribbon cutting at the park. He stated his guys are proud of this project. He stated with Lelande Rehard and Dan Vandevoorde leaving it is a setback and they will be missed.

Mayor Sullivan thanked the Public Works Department for all the work at the Veterans Memorial and stated it and an honor to our Veterans.

Board of Aldermen's Reports:

Alderman Volkart thanked Dan and Lelande for their service to the city. He thanked James and his crew for the road and street repairs.

Alderman Lewis also thanked Lelande and Dan for their service to the City. He also complimented James on getting their road resurfaced with little inconvenience. He also thanked Christian Construction.

Alderman Slinker thanked James Creel for the mill and overlay on the city streets. He thanked Dan and Lelande for their support to the city. He questioned the roundabout void on Henry Clay Blvd. and stated he would send James a picture. He questioned with the extension of the contract on roundabout how long will it interfere with Breaktime. Lelande Rehard stated the extension will not affect Breaktime. Alderman Slinker reported at 510 Caspian Circle there are two big voids in the curb that needs to be addressed.

Mayor Sullivan called for additional comments from the public.

Mayor Sullivan called for additional comments the Board or staff.

Tony St. Romaine, City Administrator discussed at the last meeting we tabled the no parking on the north side of Red tail Drive until further review. He stated the findings were sent to the Board of Aldermen on the widths of the streets that was put together last year. He stated the findings based on the code is no parking on either side of the roadway. He stated at the speed bump the width is 28 feet and 3 inches. He asked the Board if we want to bring this back at the next board meeting or other suggestions.

Mayor Sullivan asked if we wanted to bring back the ordinance for consideration or change the ordinance.

Alderman Volkart stated if it is against code do we start enforcing tomorrow.

Mayor Sullivan stated we could change the code to allow parking at least on one side of those streets. He stated it won't make everyone happy but it is a safety issue.

Tony St. Romaine, City Administrator stated there are several streets that fall within the perimeter of no parking so do we piece mill or just enforce on Red Tail Drive for now or do we do a code change. He asked for direction from the Board.

Alderwoman Bell stated the question would be to bring the ordinance before the board rather than to address the streets at once. She stated some streets are more concerning and she is interested in amending the code of streets 28 feet and less have parking on one side only.

Alderman Lewis stated he did not like piece milling the enforcement street by street. But he felt that Red Tail does have an issue.

Alderman Slinker stated he didn't like the idea of piece milling it. He stated on Pinto Pony Drive is 27 feet and Dan mentioned you could add a pad. He stated he talked to the Martin's and he stated previous administration had shot down that idea of adding to the driveways. Dan Vandevoorde stated this can be done and they can pave to the property line. Alderman Slinker stated with parking only allowed on one side it is tight through that street.

James Creel, Public Works Director stated this winter John Conway and himself was going to work on the infrastructure code and parking and street widths. He stated they will have a proposal in late winter or early spring for Board consideration.

Alderwoman Old stated she agrees and would be in favor of being consistent and address all streets at the same time.

Alderman Volkart agreed to being consistent and what we decide to do we communicate to all the citizens what is happening and why. He stated his concern is that we have not been enforcing and this could ruffle some feathers.

Alderwoman Selby stated she agrees with being consistent but the safety issues evolve. She stated we can do better and communication and education to the citizens is necessary.

Tony St Romaine stated he is hearing that we need to be consistent throughout the city. He stated he liked James suggestion to look at the street standards and work with the consultants on ordinance changes. He stated we should not bring back ordinance on the no parking on the north side of Red Tail Drive at the next meeting but give them a couple of months to review the design standard and bring back suggestions with a full street inventory. He stated this needs a little more work.

Mayor Sullivan questioned if the plans to move the River Regions building to the Public Works Department site have been made. Lelande Rehard stated they are working on this but do not have a solid plan.

Mayor Sullivan stated in the closed session there was no action taken.

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

Darla Sapp, City Clerk

Richard Sullivan, Mayor

IN THE CITY OF ASHLAND, MISSOURI

BILL NO. 2021-065

ORD. NO.

**AN ORDINANCE AUTHORIZING CHANGES IN THE MUNICIPAL CODE OF THE CITY OF ASHLAND, MISSOURI TO CLARIFY INDIVIDUAL ROLES THE CITY ADMINISTRATOR, THE CITY CLERK, AND OTHER APPOINTED OFFICERS**

**WHEREAS**, the current Chapter 2 of the Municipal Code of the City of Ashland, Missouri, last updated on March 25, 2020, contains language that is contradictory with itself and Missouri law;

**WHEREAS**, under the current Chapter 2 of the Municipal Code of the City of Ashland, Missouri, many appointed positions such as that of City Administrator and City Clerk are term positions and not at will positions;

**WHEREAS**, the Board of Aldermen desires to make various appointed roles such as City Administrator, City Clerk, and other appointed officers, at-will positions;

**WHEREAS**, the Board of Alderman desires to amend the current Chapter 2 of the Municipal Code of the City of Ashland, Missouri to correct any self-contradictions and contradictions with Missouri law; and

**WHEREAS**, the Board of Alderman desires to amend the current Chapter 2 of the Municipal Code of the City of Ashland, Missouri to make the roles of appointed officers, city administrator, and city clerk, at-will positions;

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

**Section One:** Chapter 2 of the Municipal Code of the City of Ashland, Missouri shall be amended as follows to reflect the addition and subtraction from the language below:

**Article I. General**

**2.005. Incorporation and Classification**

The City of Ashland, Missouri is incorporated and classified as a Fourth Class City. The City boundaries are set forth in Appendix A-1.

**2.010. Wards established**



There are established within the City of Ashland three wards. Each ward is represented by two Aldermen, one elected each year to serve a two-year term. (State law reference-79.060 RSMo.)

### **2.015. Ward boundaries**

The boundaries of each ward shall be as set forth in Appendix A-2.

### **2.020. Wards, amended**

The number and boundaries of the wards may be amended from time to time, as provided by state statutes.

## **Article II. Officers**

### **2.100. Officers of the City of Ashland**

The officers of the City of Ashland shall consist of the following elected officers:

1. The Mayor
2. Two Aldermen from each ward

The officers of the City of Ashland shall consist of the following appointed officers:

1. City Attorney
2. City Prosecutor
3. Chief of Police
4. City Clerk
5. Deputy City Clerk/Treasurer

The City of Ashland may employ other personnel as may be deemed necessary by the Mayor and Board of Aldermen.

### **2.103. City Administrator**

1. Pursuant to § 77.042 RSMo, the Mayor, with the approval of a majority of the Board of Aldermen, shall appoint a qualified person to be City Administrator for the City of Ashland. ~~In doing so, the City does not adopt a City Administrator form of government as authorized in 77.048 RSMo. (State law reference 77.042 RSMo.)~~

- A. Appointment and Tenure: The City Administrator shall be an employee at will, and serve for a period of two years. ~~His or her term shall automatically be renewed for an additional year upon the approval of a majority of the Board of Aldermen. (amended 10-08-2013, Ordinance No. 962)~~

- B. Qualifications: The person appointed to the office of City Administrator shall be a graduate of an accredited University or College, majoring in public or municipal administration, or shall have the equivalent qualifications and experience in financial, administration and/or public relations field.
- C. Compensation: The City Administrator shall receive such compensation as may be determined from time to time by the Board of Aldermen.
- D. Removal of City Administrator: The City Administrator shall serve at the pleasure of the Board of Aldermen. The Mayor, with the consent of a majority of the Board of Aldermen, may remove the City Administrator from office at will, and such City Administrator may also be removed by for the reasons set forth in the Personnel Manual.

2. Duties:

- A. Administrative office: The City Administrator shall be the Chief Administrative Assistant to the Mayor, and as such shall be the administrative officer of the City Government and who shall have general superintending control of the administration and management of the government business, officers and employees of the city, subject to the direction and supervision of the mayor. Except as otherwise specified by ordinance, or by the Law of the State of Missouri. The City Administrator shall coordinate and generally supervise the operation of all departments of the City of Ashland.
- B. Purchasing: The City Administrator shall be the purchasing agent for the City of Ashland and all purchases amounting to less than five thousand dollars (\$5,000.00) shall be made under his or her direction and supervision, and all such purchases shall be made in accordance with purchasing rules and procedures approved by the Board of Aldermen. (amended Council Bill No. 2008-007, 2-19-08) (amended Ordinance No.1285 2-18-2020)
- C. Budget: The City Administrator of the City of Ashland shall assemble estimates of the financial needs and resources of the City for each ensuing year and shall prepare a program of activities within the financial power of the City. The City Administrator is solely responsible for preparing a proper supporting schedules and an analysis to be proposed to the Mayor and Board of Aldermen for their final approval.
- D. Financial Reports: The City Administrator shall make monthly reports to the Mayor and Board of Aldermen relative to the financial condition of the City. Such reports shall show the financial condition of the City in relation to the

budget.

- E. Annual Report: The City Administrator shall prepare and present to the Mayor and Board of Aldermen an annual report of the City's affairs. Included in such a report shall be a summary of reports by department heads, and such other reports as the Mayor and Board of Aldermen may require.
- F. Personnel System: The City Administrator shall act as the Personnel Officer of the City, and shall make recommendations to the Mayor and Board of Aldermen for amendments, changes, and updates to the City's Personnel Manual. The City Administrator shall have the power to appoint and remove (in accordance with Personnel Manual) all subordinate employees of the City of Ashland with advice of the Board of Aldermen. The City Administrator shall make recommendations of appointment of department heads to the Board of Aldermen. (amended Council Bill No. 2008-007, 2-18-08)
- G. Policy Formulation: The City Administrator shall recommend to the Mayor and Board of Aldermen adoption of such measures, as his or her may deem necessary; or expedient for the health, safety, or welfare of the City, or for the improvement of administrative services for the City.
- H. Board of Aldermen Agenda: The City Administrator shall submit to the Mayor and Board of Aldermen a proposed Agenda for each Council meeting at least Forty-eight (48) hours before the time of the regular Council meeting.
- I. Boards and Committees: The City Administrator shall work with all City Boards and Committees to help coordinate the work of each.
- J. Attend Board of Aldermen Meetings: The City Administrator shall attend all meetings of the Board of Aldermen.
- K. Bid Specifications: The City Administrator shall supervise the preparation of all bid specifications for services and equipment, and receive sealed bids for presentation to the Board of Aldermen.
- L. County, State, and Federal Aid Programs: The City Administrator shall coordinate all applications for aid, grants, and oversee the City's involvement with all Federal, State, and County programs which may have application to the City of Ashland.
- M. Conference Attendance: The City Administrator shall attend State and Regional conferences and programs applicable to his or her office, and the business of the City of Ashland, whenever such attendance is directed and

approved by the Board of Aldermen and Mayor.

- N. Press Releases: The City Administrator shall be responsible for keeping the public informed in the purposes and methods of City Government through all available news media.
- O. Record Keeping: The City Administrator shall keep full and accurate records of all action taken by him/her in the course of his/her duties. He/she shall safely and properly keep all records and papers belonging to the City of Ashland and entrusted to his/her care. All such records shall be and remain the property of the City of Ashland and be open to inspection by the Mayor and Board of Aldermen at all times.
- P. Miscellaneous: In addition to the foregoing duties, the City Administrator shall perform any and all duties or functions prescribed by the Mayor and Board of Aldermen.

### 3. POWERS:

- A. City Property: The City Administrator shall have responsibility for all real and personal property of the City of Ashland. He/she shall have responsibility for all inventories of such property and for the upkeep of all such property. Personal property may be sold by the City Administrator only with approval of the Board of Aldermen. Real property may be sold only with the approval of the Board of Aldermen by resolution or ordinance.
- B. Set Administrative Policies: The City Administrator shall have the power to prescribe such rules and regulations, as he/she shall deem necessary or expedient for the conduct of administrative agencies, subject to his/her authority. He/she shall have the power to revoke, suspend, or amend any rule or regulation of the Administrative service except those prescribed by the Board of Aldermen.
- C. Coordinate Departments: The City Administrator shall have the power to coordinate the work of all the departments of the City, and, at times of an emergency, shall have authority to assign the employees of the City to any department where they are needed for the most effective discharge of the functions of City Government.
- D. Investigate and Report: The City Administrator shall have the power to investigate, examine, or inquire into the affairs or operation of any department of the City under his or her jurisdiction, and shall report any condition or fact concerning the City Government requested by the Mayor or

Board of Aldermen.

- E. Coordinate Officials: The City Administrator shall have the power to overrule any action taken by a department head; any may supersede him/her in the functions of his/her office.
- F. Appear before the Board of Aldermen: The City Administrator shall have the power to appear before and address the Board of Aldermen at any meeting.
- G. Limitations: At no time shall the duties or powers of the City Administrator supersede the actions taken by the Mayor or Board of Aldermen.
- H. Interference by Members of the Board of Aldermen: No member of the Board of Aldermen shall directly interfere with the conduct of any department or duties of employees subordinate to the City Administrator, except at the express direction of the Board of Aldermen, or with the approval of the City Administrator.

### **2.105. Indemnification of officers and employees**

Each member of the Board of Aldermen, and every other elected or appointed official, officer and employee of the City of Ashland, including members of any boards or commissions, and their legal representatives, shall be indemnified by the City against liabilities, expenses, counsel fees, and costs reasonably incurred by him or her estate in connection with or arising out of any action, suit, proceeding or claim in which he or she is made a party by reason of his having served the City in any such capacity; provided that such indemnity shall not apply with respect to any such matter, claim, suit, or proceeding where the person to be indemnified hereunder has valid, collectible insurance coverage for such liability, loss, cost, or expense; and, provided further, that the City shall not indemnify any such person with respect to any matters as to which he or she shall be finally adjudged in any such action, suit or proceeding to have been liable for negligence or misconduct in the performance of his duties as such member, officer, official, or employee, nor shall such indemnity apply in any such suit action or proceeding where said person or persons shall be found to have acted illegally or acted so as to attempt to circumvent a legally required or mandated action.

### **2.110. Removal of officers**

1. The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove from office, for cause shown, any elective officer of the city, such officer being first given the opportunity, together with his witnesses, to be heard before the Board of Aldermen sitting as a board of impeachment. Any elective officer, including the Mayor, may in like manner, for cause shown, be removed from office by a two-thirds vote of all members elected to the Board of Aldermen, independently of the Mayor's approval or recommendation.

The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove from office any appointive officer of the city, other than the chief of police, at will, and any such appointive officer may be so removed by a two-thirds vote of all the members elected to the Board of Aldermen, independently of the Mayor's approval or recommendation. The Board of Aldermen may pass ordinances regulating the manner of impeachments and removals. The removal of members from commissions and boards shall be as prescribed in the individual chapters of this Code and in accordance with state statutes. (State law reference-79.240 RSMo.) (amended 5-20-2014, Ordinance No. 976)

2. The Chief of Police may be removed from office as provided for in Section 106.273 RSMo. (amended 5-20-2014, Ordinance No. 976)

### **2.115. Term of appointive officers**

All appointive officers shall be appointed by the Mayor with the advice and consent of the Board of Aldermen ~~annually to serve for a period of one year except for the City Administrator who shall be appointed to serve for a period of two years. Each year, following the City elections, the appointed officers of the City shall be reappointed or new officers shall be appointed to fill their positions. If any officer is not reappointed and no successor is appointed, the previous officer shall continue to serve until his or her successor is appointed or until he or she is removed from office pursuant to 2.110.~~ (amended 5-20-2014, Ordinance No. 976)

### **2.120. Vacancies**

If a vacancy occurs in any elective office, the Mayor or the person exercising the duties of the Mayor shall cause a special meeting of the Board of Aldermen to convene where a successor to the vacant office shall be selected by appointment by the Mayor with the advice and consent of a majority of the remaining members of the Board of Aldermen. If the vacancy is in the office of the Mayor, nominations of a successor may be made by any member of the Board of Aldermen and selected with the consent of a majority of the members of the Board of Aldermen. The Board of Aldermen may adopt procedures to fill vacancies consistent with this section. The successor shall serve until the next regular municipal election. If a vacancy occurs in any office not elective, the Mayor shall appoint a suitable person to discharge the duties of such office until the first regular meeting of the Board of Aldermen thereafter, at which time such vacancy shall be permanently filled. (State law reference-79.280 RSMo.)

### **2.125. Administration of oaths**

The Mayor and City Clerk ~~is~~ are hereby empowered and authorized to administer oaths or affirmations in the following cases:

- ~~1. The Mayor, to witnesses or other persons concerned with any subject under consideration by the Board of Aldermen in which the interest of the City is involved.~~

2. The City Clerk, to any person certifying to any demand or claim against the City concerning the correctness of the same.

### **2.130. Commission to be delivered**

The Mayor shall sign the commissions and appointments of all city officer selected or appointed in the City, and shall approve all official bonds unless otherwise prescribed by ordinance. (State law reference-79.190 RSMo.)

### **2.135. Oath of office; bond generally**

1. Every officer of the City and his assistants, and every Alderman before entering upon the duties of his office shall take and subscribe to an oath or affirmation before some person authorized to administer oaths, that he possesses all qualifications prescribed for his office by law; that he will support the Constitution of the United States and of this state, the provisions of all laws of this state affecting the City and the Code of Ordinances and other ordinances of the City; and faithfully demean himself while in office, which oath or affirmation shall be filed with the City Clerk.
2. Every officer of the City, when required by this Code or other law or ordinance, shall, within fifteen (15) days after his appointment or election, and before entering upon the discharge of the duties of his office, give bond to the City in such sum and with such sureties as may be designated by this Code or other ordinance, conditioned upon faithful performance of his duty, and that he will pay over all money belonging to the City and fully account for the same, as provided by law, that may come into his hands.
3. If any person elected or appointed to any office shall fail to take and subscribe such oath or affirmation, or to give bond as herein required, his office shall be deemed vacant. For any breach of condition of any such bond, suit may be instituted thereon by the City, or by any person in the name of the City to the use of such person. (State law reference 79.260. RSMo.)

### **2.140. Officers to be voters and residents-exceptions**

All officers elected to offices or appointed to fill a vacancy under the city government shall be voters under the laws and constitution of this state and the ordinances of the city except that appointed officers need not be voters of the city. No person shall be elected or appointed to any office who shall at the time be in arrears for any unpaid city taxes, or forfeiture or defalcation in office. All officers, except appointed officers, shall be residents of the city. (State law reference-79.250 RSMo.)

## **Article III. Board of Aldermen**

## 2.200. Qualifications of Aldermen

1. Qualifications of Aldermen, Terms of Office. No person shall be an Alderman unless he or she is at least eighteen years of age, a citizen of the United States, and an inhabitant and resident of the City for one year next preceding his or her election, and a resident, at the time he or she files and during the time he or she serves, of the ward from which he or she is elected; nor shall any person be elected an Alderman who is in arrears for any tax, lien, forfeiture, or defalcation in office. All members of the Board shall hold their office for a term of two years. (State law reference-79.250 RSMo.) (amended 5-20-2014, Ordinance No. 976)
2. Oath. Before entering upon the discharge of the duties of his or her office, each Alderman shall take and subscribe an oath or affirmation before the City Clerk that he or she possesses all the qualifications prescribed for his office by the laws of the State and this Code or other ordinances of this City; that he or she will support the Constitution of the United States and of this State, and this Code and other ordinances of this City, and that he will faithfully demean himself or herself in office.
3. Representation. The members of the Board of Aldermen shall be two in number from each ward of the City.
4. Duties.
  - A. Aldermen shall attend all regular and special meetings of the Board unless excused by the Mayor for good cause.
  - B. The Board of Aldermen shall cause to be kept a journal of its proceedings, and the ayes and nays shall be entered on any question at the request of any member.
  - C. The Board of Aldermen may by resolution prescribe and enforce such rules as it may find necessary for the expeditious transaction of its business, but such rules shall not contravene the requirements of this Code or other ordinances.
  - D. The Board of Aldermen shall have the power to compel the attendance of witnesses and the production of papers and records relating to any subject under consideration in which the interest of the City is involved and shall have the power to call on the proper officers of the City, or Boone of the county ~~in which such City is located,~~ to execute such process. Such officer (other than a city officer) shall receive therefor such fees as are allowed by



law in the circuit court for similar services, to be paid by the City. The Mayor or Mayor Pro-tem in the absence of the Mayor shall have the power to administer oaths to witnesses.

- E. The Board of Aldermen shall semi-annually each year, at times to be set by the Board of Aldermen, make out and spread upon their records a full and detailed account and statement of the receipts and expenditures and indebtedness of the City for the half-year ending with the last day of the month immediately preceding the date of such report, which account and statement shall be published in some newspaper in the city.

## **2.210. Qualifications for Mayor**

1. Qualifications. No person shall be mayor unless he or she shall be at least twenty-five years of age, a citizen of the United States and a resident of the city at the time of and for at least one year next preceding his election.  
(State law reference-79.080 RSMo.)
2. Duties and powers of the office.
  - A. The Mayor and Board of Aldermen of each city governed by this chapter shall have the care, management, and control of the city and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same.
  - B. The Mayor shall have the power to remit fines and forfeitures and to grant reprieves and pardons for offenses arising under the ordinances of the city, but this section shall not be so construed as to authorize the mayor to remit any costs which may have accrued to any officer of the said city by reason of any prosecution under the laws or ordinances of such city.
  - C. The Mayor shall, from time to time, communicate to the Board of Aldermen such measures as may, in his opinion, tend to the improvement of the finances, the police, health, security, ornament, comfort, and general prosperity of the city.
  - D. The Mayor shall sign the commissions and appointments of all city officers elected or appointed in the city, and shall approve all official bonds unless otherwise prescribed by ordinance.

- E. The Mayor shall be active and vigilant in enforcing all laws and ordinances for the government of the city, and he shall cause all subordinate officers to be dealt with promptly for any neglect or violation of duty; and he is hereby authorized to call on every male inhabitant of the city over eighteen years of age and under fifty, to aid in enforcing the laws.
- F. The Mayor shall have the authority to sign all orders, drafts, and warrants drawn on the City treasury for money and to cause the clerk to attest the same. (State law reference-79.110 RSMo.)

#### **2.215. Mayor Pro-tem**

- 1. Election. At the first meeting following the annual election, the Board shall elect one of their own number to act in the absence of the Mayor who shall be styled “acting president of the Board of Aldermen” and who shall serve for a term of one year. (State law reference-79.090 RSMo.)
- 2. Duties. When any vacancy shall happen in the office of Mayor by death, resignation, removal from the City, removal from office, refusal to qualify, or from any other cause, the Mayor Pro-tem shall, for the time being, perform the duties of Mayor, with all the rights, privileges, powers, and jurisdiction of the Mayor, until such vacancy is filled or such disability is removed; or, in case of temporary absence, until the Mayor’s return. (State law reference-79.100 RSMo.)

#### **2.220. Aldermen and Mayor to serve without compensation**

- 1. Except as otherwise provided in this section the Board of Aldermen of the City of Ashland, Missouri and each of them, and the Mayor shall not receive compensation for their services. Members of the Board of Aldermen and the Mayor shall be entitled to reimbursement for all expenses and mileage incurred or expended by them in the performance of their duties to the City of Ashland.
- 2. The Mayor of the City of Ashland, Missouri shall receive a stipend of \$500.00 per month from May 1, 2020 until April 30, 2022, at which time this subsection shall expire and the Mayor shall no longer be paid the stipend. (amended 2-21-2017, Ordinance No. 1106) (amended Ordinance No. 1168, 3-20-2018) (amended Ordinance No. 1246, 3-19-2019) (amended Ordinance No. 1287, 3-03-2020)

### **Article IV. Appointed Officials**

#### **2.300. City Attorney**

1. Qualifications, Term, Appointment. The Mayor, with the advice and consent of the Board of Aldermen, ~~at the first meeting after each annual election~~ shall appoint a suitable person as City Attorney who shall hold office for one (1) year, unless sooner removed from office, and until his or her successor is appointed and qualified. No person shall be appointed to the office of City Attorney unless he or she is a licensed and practicing attorney at law in this State. (amended 5-20-2014, Ordinance No. 976) (State law reference-79.230 RSMo.)
2. Duties, Generally. The City Attorney shall provide legal advice to the Mayor and the Board of Aldermen. The City Attorney shall, in addition to his other duties which are or may be required by this Code or other ordinance, when ordered by the Mayor or Board of Aldermen to do so, prosecute or defend all suits and actions originating or pending in any court of this State, to which the City is a party, or in which the City is interested.

### **2.305. City Prosecutor**

1. Qualifications, Term, Appointment. The Mayor, with the advice and consent of the Board of Aldermen, ~~at the first meeting after each annual city election~~ shall appoint a suitable person as City Prosecutor who shall hold office for one (1) year, unless sooner removed from office, and until his or her successor is appointed and qualified. No person shall be appointed to the office of City Prosecutor unless he or she is a licensed and practicing attorney at law in this State.
2. Duties, Generally. The City Prosecutor shall, in addition to his other duties which are or may be required by this Code or other ordinance, prosecute all persons charged with a violation of this Code or other ordinance of the City, when the same be a contested case. Additionally, the City Prosecutor shall give his opinion to all city officials as to Code or ordinance violations when authorized by the Board of Aldermen to do so.

### **2.310. Chief of Police**

1. The Mayor, with the consent and approval of a majority of the members of the Board of Aldermen, may appoint a Chief of Police upon such terms and conditions as the Board shall deem appropriate, who shall perform all duties previously or currently required to be performed by the City Marshall, and such additional duties as the Mayor or Board may prescribe. The Chief of Police shall be twenty-one years of age or older. (State law reference-79.050 RSMo.)
2. The Board of Aldermen shall appoint any other police officers found by the Board of Aldermen to be necessary for the safety and benefit of the city.

### 2.315. City Clerk

1. ~~Qualifications, Term, Appointment. The Board of Aldermen, at the first meeting after each election, shall elect a City Clerk for a term of office which shall end on December 31 of each year, regardless of when said appointment shall take place, subject, however, to the power of the Mayor and the Board of Aldermen to remove any person appointed to serve as City Clerk. (amended 5-20-2014, Ordinance No. 976)~~ The City Clerk shall serve at the pleasure of the Board of Aldermen on an at-will employment basis and can be terminated at any time by the Board of Aldermen.
2. ~~Duties. Among other things, the City Clerk shall keep a journal of the proceedings of the Board of Aldermen. The Clerk~~ He shall safely and properly keep all the records and papers belonging to the city which may be entrusted to his or her care; he shall be the general accountant of the city; he ~~the City Clerk~~ is hereby empowered to administrator official oaths and oaths to persons certifying to demands or claims against the city. (State law reference-79.320 RSMo.)
3. Deputies. The City Administrator may employ deputy city clerks as provided in the budget. In the absence of the City Clerk, the deputy city clerk shall perform the functions of the City Clerk.

### 2.320. ~~Appointment of Deputy City Clerk~~

1. ~~Qualifications, Term, Appointment. The Mayor shall with the advice and consent of the Board of Aldermen appoint an individual to serve as Deputy City Clerk. This appointee shall serve at will of the Board of Aldermen.~~
2. ~~Duties of Deputy City Clerk. The duties of the Deputy City Clerk shall include performing all those duties established for the City Clerk in the City Clerk's absence as permitted by law and performing such other duties as may be assigned by the City Clerk or Mayor. (State law reference 79.320 RSMo.)~~

### 2.325. ~~City Treasurer~~

1. ~~Qualifications, Term, Appointment. The Mayor, with the advice and consent of the Board of Aldermen, at the first meeting after each annual City election shall appoint a suitable person as City Treasurer who shall hold office for one (1) year and until a successor is appointed and qualified or until he or she is removed from office pursuant to 2.110. (amended 5-20-2014, Ordinance No. 976)~~
2. ~~The Treasurer shall receive and safely keep all moneys, warrants, books, bonds and obligations entrusted to his care, and shall pay over all moneys, bonds or other~~

~~obligations of the City on warrants or orders, duly drawn, passed or ordered by the Board of Aldermen, and signed by the Mayor and attested by the City Clerk, and having the seal of the city affixed thereto, and not otherwise; and shall perform such other duties as may be required of him by ordinance. Before entering upon the duties of his office he shall give bond in such sum as may be required by ordinance. (State law reference 79.300 RSMo.)~~

### **2.330. City Collector**

The Mayor and the Board of Aldermen of the City of Ashland have chosen to appoint the Boone County Collector to serve as City Collector. The collector shall, annually, at such times as may be designated by ordinance, make a detailed report to the Board of Aldermen, stating the various moneys collected by him during the year, and the amounts uncollected and the names of the persons from which he failed to collect and the causes therefore. (State law reference-79.310 RSMo.)

### **2.335. City Administrator**

~~The Mayor with the consent and advice of the Board of Aldermen shall appoint a professional City Administrator to serve as a City employee in accordance with the City Personnel Manual.~~

### **2.340. Out of pocket expenses**

Appointed Officers and all other municipal officers and employees of the City of Ashland, Missouri, are authorized payment for their necessary out-of-pocket expenses, including a mileage allowance for privately owned automobiles utilized in connection with City business. Mileage reimbursement will be at the business standard mileage rate established by the Internal Revenue Service for the year in which the private vehicle was used. (amended 5-20-2014, Ordinance No. 976)

## **Article V. City Employees**

### **2.405. Compensation set for employees**

All officers and employees of the City of Ashland shall be entitled to receive reimbursement for all out-of-pocket expenses as authorized by other ordinances of the City of Ashland, Missouri, and shall receive such salary as may be designated by the City Administrator subject to any restrictions established by the Board of Aldermen by ordinance. (amended 5-20-2014, Ordinance No. 976)

**2.408. Employees at will**

All employees shall be at-will employees. (amended 5-20-2014, Ordinance No. 976)

**2.410. Annual review of salaries**

The City Administrator shall annually review the salaries of City employees to provide increases or decreases in their salary based upon the cost of living and merit, subject to the availability of appropriated funds. (amended 5-20-2014, Ordinance No. 976)

**2.415. Personnel manual**

The City Administrator with assistance and input from City Department Heads shall create, maintain and regularly update a City of Ashland Personnel Manual, which shall consist of job descriptions and other personnel regulations as may be deemed necessary. All changes to the City of Ashland Personnel Manual shall be made by consent of the Board of Aldermen. Nothing in the personnel manual shall be interpreted as to imply that the City is bound to follow any specific procedures.

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

**Section Three.** That should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

FIRST READING BY THE BOARD OF ALDERMEN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

SECOND READING AND FINAL PASSAGE BY BOARD OF ALDERMEN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**Approved:**

\_\_\_\_\_  
Richard Sullivan, Mayor

Date: \_\_\_\_\_

Editorial Note: Passages in the original text being deleted is shown thus: ~~deleted~~, text being added is shown thus: added

**Attest:**

---

Darla Sapp  
City Clerk

Approved as to form:

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Nathan M. 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:** November 16<sup>th</sup>, 2021

**Re:** Liberty Landing North Minor Replat Lots 117A/117B

**EXECUTIVE SUMMARY:**

Minor Replat of lot 117 of Plat 1 withing the Liberty North subdivision.

**DISCUSSION:**

This is a replat of 1 lot to create 2 separate lots. Originally Lot 117 contained a detention basin in the rear portion of the property that would be part of a privately owned lot. The developer wants to split the lot in to 2 to have the detention basin on its own to be controlled by the HOA and not be a portion of the privately owned lot. There will be a 16' easement located on the north side of Lot 117A for access to Lot 117B.

**FISCAL IMPACT:**

Short Term Impact: None

Long Term Impact: None

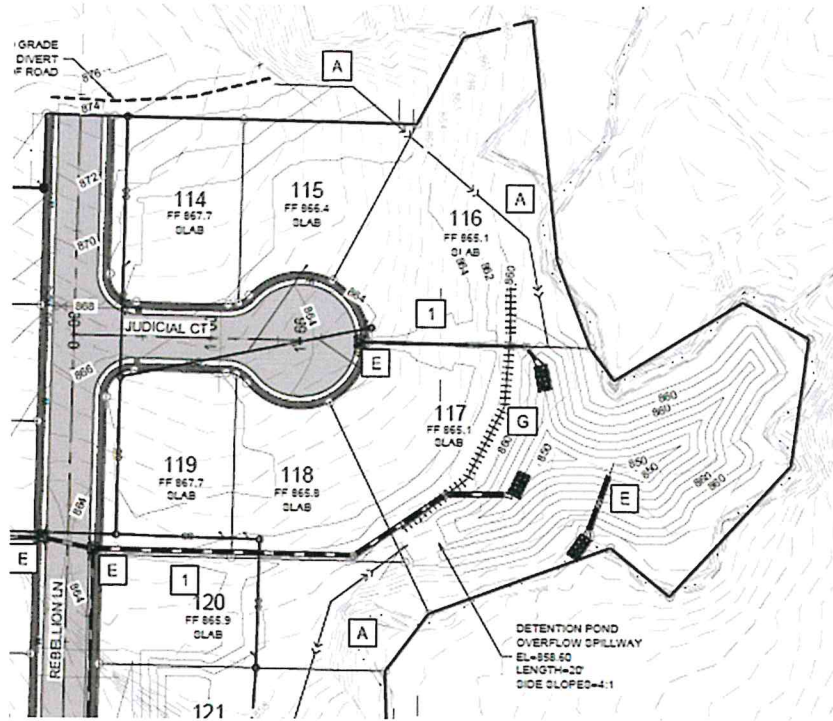
**Comprehensive Plan Impact:**

Due to being a minor replat of an approved plat this has no effect on the City's Comprehensive Plan

**SUGGESTED BOARD ACTION:**

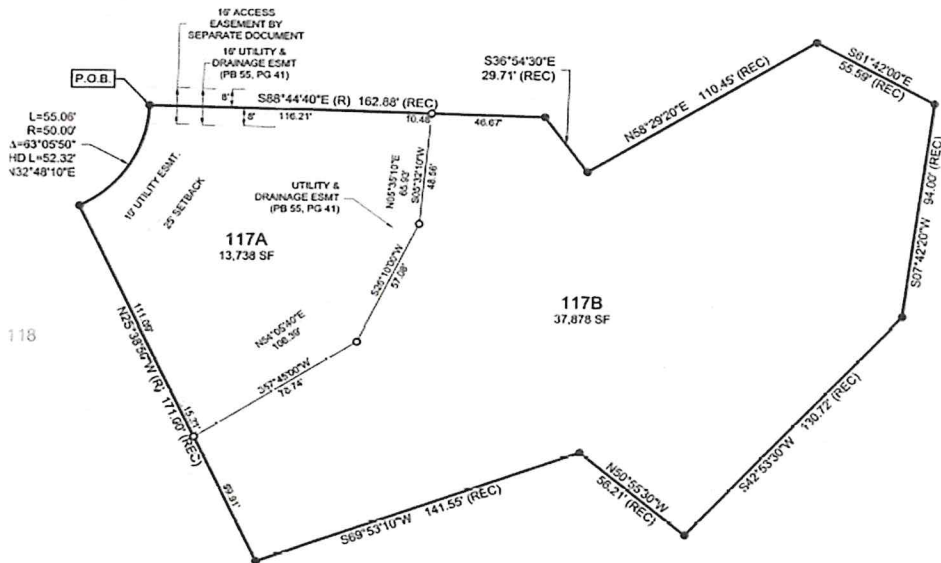
Staff recommends: Staff recommends approval as it has met the requirements of City Code.





PREVIOUSLY APPROVED LOT 117

116



PROPOSED REPLAT OF LOT 117

## MEMORANDUM

DATE: November 10, 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 Final Plat Liberty Landing North 1A parcel number: 24-502-00-15-010.00 01 to the City of Ashland Board of Aldermen.

Leslie Martin  
Administrative Assistant

AN ORDINANCE APPROVING THE RE-PLAT FOR LIBERTY LANDING NORTH 1A

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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 re-plat for Liberty Landing North 1A at their meeting on November 09, 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 re-plat for Liberty Landing North 1A meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

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

A tract of land located in the Northwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being all of Lot 117 of Liberty Landing North Plat 1 recorded in Plat Book 55, Page 41 and also being part of the tract described in the Warranty Deed recorded in Book 5356 at Page 107, all of the Boone County records, and being more particularly described as follows:

Beginning at the Northwest corner of Lot 117 of said Liberty Landing North Plat 1, Thence continuing along the lines of said lot for the remaining calls: S88°44'40"E, 162.88 feet; Thence S36°54'30"E, 29.71 feet; Thence N58°29'20"E, 110.45 feet; Thence S61°42'00"E, 55.59 feet; Thence S07°42'20"W, 94.00 feet; Thence S42°53'30"W, 130.72 Feet; Thence N50°56'30"W, 56.21 Feet; Thence S69°53'10"W, 141.56 Feet; Thence N25°38'50"W, 171.00 Feet; Thence along the non-tangent 50.00 Foot radius curve to the left, 55.06 Feet. Said curve having a Chord which bears N32°48'10" 52.32 Feet to the point of beginning and containing 1.18 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:** November 16, 2021

**Re:** MODOT TEAP Grant Acceptance

**EXECUTIVE SUMMARY:** The City has been awarded a Traffic Engineering Assistance Program grant to study the intersections of Liberty Lane, South Henry Clay Blvd., and South Main Street.

**DISCUSSION:**

The intersections of Liberty Ln., Henry Clay, and Main Street see a high volume of traffic, serve as the main approach to the Elementary School, and will see increases in volume as Liberty North and South subdivisions move forward. At least two traffic studies have been conducted in the area. The aim of this study is to find a solution and accurate estimate of cost to enable the creation of a project for the area.

MODOT has awarded the city \$9,600 with the city responsible for a 20% match.

**FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): Approximately \$3,000.00

Long Term Impact:

**SUGGESTED BOARD ACTION:**

Staff recommends approval of the Ordinance committing the City of Ashland to the responsibilities outlined in the TEAP application.

CCO Form: FS26  
Approved: 01/15 (MWH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TEAP055  
Award Year: 2022  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

Henry Clay Blvd./Main St./Liberty Lane Intersection Operational Analysis in the City of Ashland

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

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future TEAP Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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.

(5) 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 City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Assistant Chief 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.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:



1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City 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 City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$9,600.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or

cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) 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.

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than

seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the City on \_\_\_\_\_

Executed by the Commission on \_\_\_\_\_

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



### Exhibit B – Project Schedule

<b>Task</b>	<b>Date</b>
Execution of Program Agreement	January 7, 2022
Approval of Engineering Services Contract	January 7, 2022
Notice to Proceed	January 14, 2022
Final Report Submittal	May 17, 2022
Final Invoice Submittal	May 31, 2022

<b>EXHIBIT C</b> <b>FHWA 1273</b>
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FHWA-1273 – Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC  
ENGINEERING ASSISTANCE PROGRAM 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 Traffic Engineering Assistance Program Agreement with the Missouri Highways and Transportation Commission for the Henry Clay Blvd/Main Street/ Liberty Lane intersection. The form and content of the Agreement shall be substantially as set forth in Exhibit A, Teap055 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



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Lelande Rehard

**Board Meeting Date:**

**Re:** Lawn Waste Disposal Agreement

**EXECUTIVE SUMMARY:** Clean Cut Services L.L.C. has been providing a disposal site located at 407 Douglas Drive, Ashland, Missouri for the disposal of yard waste for residents of the City of Ashland. The current contract is set to expire on March 31, 2022; however there are provisions for renewal which City staff are recommending to exercise.

**DISCUSSION:** The term of the new agreement will be from April 1, 2022 through March 31, 2023, under the same terms as the previous agreement. The monthly rate has been increased from \$2026.00 per month to \$2,087.00 per month (3% adjustment).

Clean Cut Services reached out to City Staff to discuss their increased costs in providing the service and worked with staff to find a reasonable increase. Staff took into account the 15% (from April 2021 to November 2021 for the average Midwest per gal. cost according to the EIA) increase in diesel fuel which is used to move waste around the site and into the incinerators and population increases. The cost per person using the most current Census numbers (4,774) is approximately \$ 0.42 per person per month. After calculating the possible increase in population from residential building permits issued in 2021 staff determined a 2.4% increase would be needed to maintain the cost of \$0.42 per person per month. Considering the increase in fuel cost as well a 3% increase seems reasonable.

**FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): \$25,044.00 per year

Long Term Impact: \$0

**SUGGESTED BOARD ACTION:**

Staff recommends approval of the legislation for an agreement with Clean Cut Services, LLC for lawn waste disposal.

RESOLUTION 12-07-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LAWN WASTE DISPOSAL CONTRACT WITH CLEAN CUT SERVICES, LLC.

Whereas, Richard Jones of Clean Cut Services, LLC has presented the Board of Aldermen a proposal to extend the contract for lawn waste disposal to the community at his facility located at 407 Douglas Drive; and

Whereas, the Board of Aldermen has reviewed the proposal for lawn waste disposal and furthermore wishes to enter into a contract with Clean Cut Services, LLC; and

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

The Board of Aldermen hereby authorizes the Mayor to enter into a contract with Clean Cut Services, LLC. for the lawn waste disposal services as set out in the contract and marked as Exhibit "A".

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Richard Sullivan, Mayor

Attest:

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

## LAWN WASTE DISPOSAL AGREEMENT

This agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Ashland, Missouri ("Ashland") and Clean Cut Services, L.L.C. The parties agree as follows:

**DUTIES:** Clean Cut Services, L.L.C. will provide a Disposal Site located at 407 Douglas Drive, Ashland, Missouri for the disposal of yard waste for residents of the City of Ashland. Yard waste will only be accepted from residents of Ashland who are disposing of yard waste from their own residences. An exception is that yard waste from rental residential property in Ashland will be accepted from landlords who operate the property.

Yard waste includes grass clippings, leaves and tree limbs cut to no more than four feet in length. The Disposal Site will be open and operable from 7:00 a.m. until 6:00 p.m. on Monday through Saturday and from noon until 6:00 p.m. on Sunday. This schedule will not apply to City Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Dumping of yard waste will not be permitted after sunset or before sunrise.

**COMPENSATION:** Compensation will be paid as follows:

Ashland will compensate Clean Cut Services, L.L.C. \$2087.00 per month, which shall be due and owing the first day of each month.

If a major event results in a significantly larger volume of lawn waste, as determined jointly by Clean Cut Services, L.L.C. and Ashland, the parties agree to negotiate in good faith to assure just compensation to Clean Cut Services, L.L.C.

**DURATION OF AGREEMENT:** This agreement will be in effect for a period of twelve (12) months beginning on April 1, 2022 and shall be renewable by agreement of both parties. This agreement may be terminated by either party upon sixty (60) days written notice. If Clean Cut Services, L.L.C. is unable to perform the duties required in this agreement as a result of loss of license, or for any other reason, the agreement shall become terminable at will by Ashland. Compensation and rental property yard waste acceptance provisions may be reviewed every twelve (12) months.

**AUTHORITY:** Clean Cut Services, L.L.C. has no authority to speak on behalf of Ashland or to bind Ashland in any matter.

**SEVERABILITY; GOVERNING LAW:** If any clause or provision of this agreement is adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision, which shall remain in full force and effect. The agreement shall be governed by the laws of the State of Missouri. The courts of the State of Missouri will have jurisdiction over any dispute which arises under this agreement and both parties will submit and consent to such courts' exercise of jurisdiction. In any successful action by Ashland to enforce this agreement, Ashland will be entitled to recover its attorney's fee and expense incurred in such action.

COMPLETE UNDERSTANDING; AUTHORSHIP: Parties agree that this document represents the full and complete understanding of parties. Parties agree that the production of this document was the joint effort of both parties and that the agreement shall not be construed as having been drafted by either party.

AMENDMENTS: this agreement supersedes all prior contracts and understandings between Clean Cut Services, L.L.C. and Ashland and may not be modified by any oral promise or statement.

DAMAGES: If Clean Cut Services, L.L.C., through its intentional, willful or wanton act causes damage to Ashland property, or private property for which Ashland is found to be liable, Ashland will have the right to seek compensation and indemnification from Clean Cut Services, L.L.C.

WAIVER OF BREACH: The failure of either party to require the performance by the other party of any of the provisions of this agreement shall in no way affect the respective rights of either party to enforce such provisions. The waiver by either party of any breach of any provision of this agreement shall not be construed as a waiver of any succeeding breach or as a modification of the provision breached.

INSURANCE AND INDEMNIFICATION: Clean Cut Services, L.L.C. will maintain insurance of its premises and upon the operations contemplated under this agreement in amounts not less than \$500,000.00 per individual and \$1,000,000.00 per occurrence and will indemnify and hold harmless Ashland from any claims or judgments against Ashland which may occur by virtue of operation of the yard and services contemplated in this agreement.

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

CITY OF ASHLAND, MISSOURI

By: \_\_\_\_\_  
Richard Sullivan, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Darla Sapp, City Clerk

CLEAN CUT SERVICES, L.L.C.

By: \_\_\_\_\_  
Richard Jones, Owner

Date: \_\_\_\_\_



12/3/2021

Current Projects/Issues	Responsibility
Hire FT City Administrator	Tony/Mayor
Hire FT Building Inspector/Plan Reviewer	Tony/Dan/Lelande
Tyler Software Project (Financials/Utility Billing)	Shelley
Dude Solutions (Building/Inspections/Permitting/Code Enforcement)	Dan
TEAP Liberty/Main/HC	James
MoDOT Cost Share (Perry Ave)	James
CIP FY2023	Tony/Shelley
Budget FY2023	Tony/Shelley
Zoning/Subdivision Code Update	Tony
Re-Codification of City Code & Ordinance	Tony/Darla/Nathan
Use Tax Ballot Issue	Tony
City Hall Construction	John
City Hall Personnel/Equipment Move & Building Dedication	Tony
Roundabout Project Closeout	James
Redbud (One Way or Dead End)	James
Parking Restrictions on non-conforming (width) City Streets	James
Downtown Ashland Betterment Coalition	Tony
Alliance Water (WWTP Operations)	John
Midwest Computech (Technology Services)	Tony/Gabe
I&I Study	James/John
NW Regional Sewer Study	James/John
Relocation of Community Development/Engineering to PW Facility	James
RFP Auditing Services	Tony/Shelley

TAP Grant (Broadway Sidewalks) (New Application)	James
Wastewater Treatment Plant Expansion	John
Main Street Water Line Replacement	John
FEMA Grant for Generator (City Hall)	Tony
Develop Parks Master Plan	James
<b>Economic Development Projects</b>	
Lakeside Ashland	
Cartwright Technology & Industrial Park (Distribution Facility)	
Ranken	
Wolverton (St Raymond's Society)	
Scooters (former APD lot)	
East Ashland Plaza	



601 E Broadway - Ashland, MO 65010 ~ [www.ashlandmo.us](http://www.ashlandmo.us) ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

## **APD Monthly Report to the Board of Alderman**

For the December 7th, 2021 meeting

- **Police equipment**
  - The department has been awarded a \$7,200 grant from the Missouri Department of Public Safety to purchase safety related equipment (rain coats, traffic cones, flashlights, etc.).

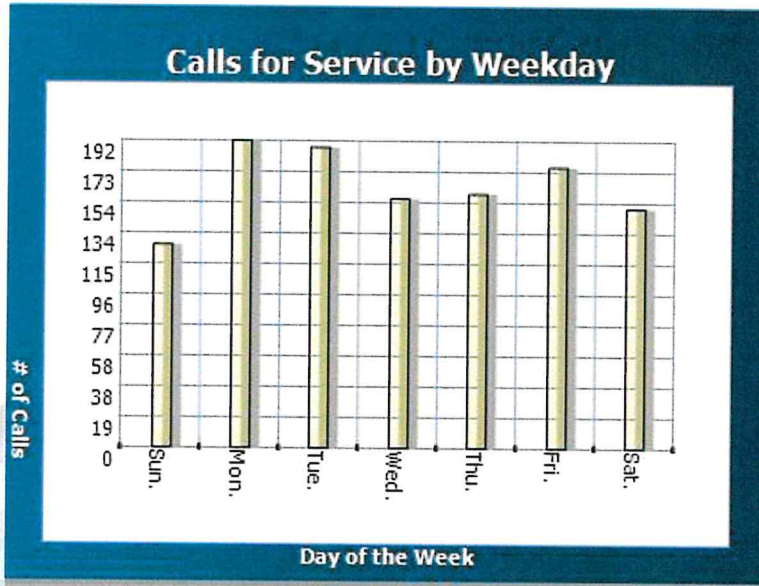
Nothing else substantial to report this month.





# Ashland Police Department

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



Agency: APD  
Date Range: 11/2/2021 - 12/1/2021

## Statistics for the period of 11/02/2021 – 12/01/2021

Calls for Service:	306
Building Security Checks:	30
Documented Neighborhood Patrols:	629
Traffic Stops:	141
Misdemeanor Arrests:	6
Felony Arrests:	5



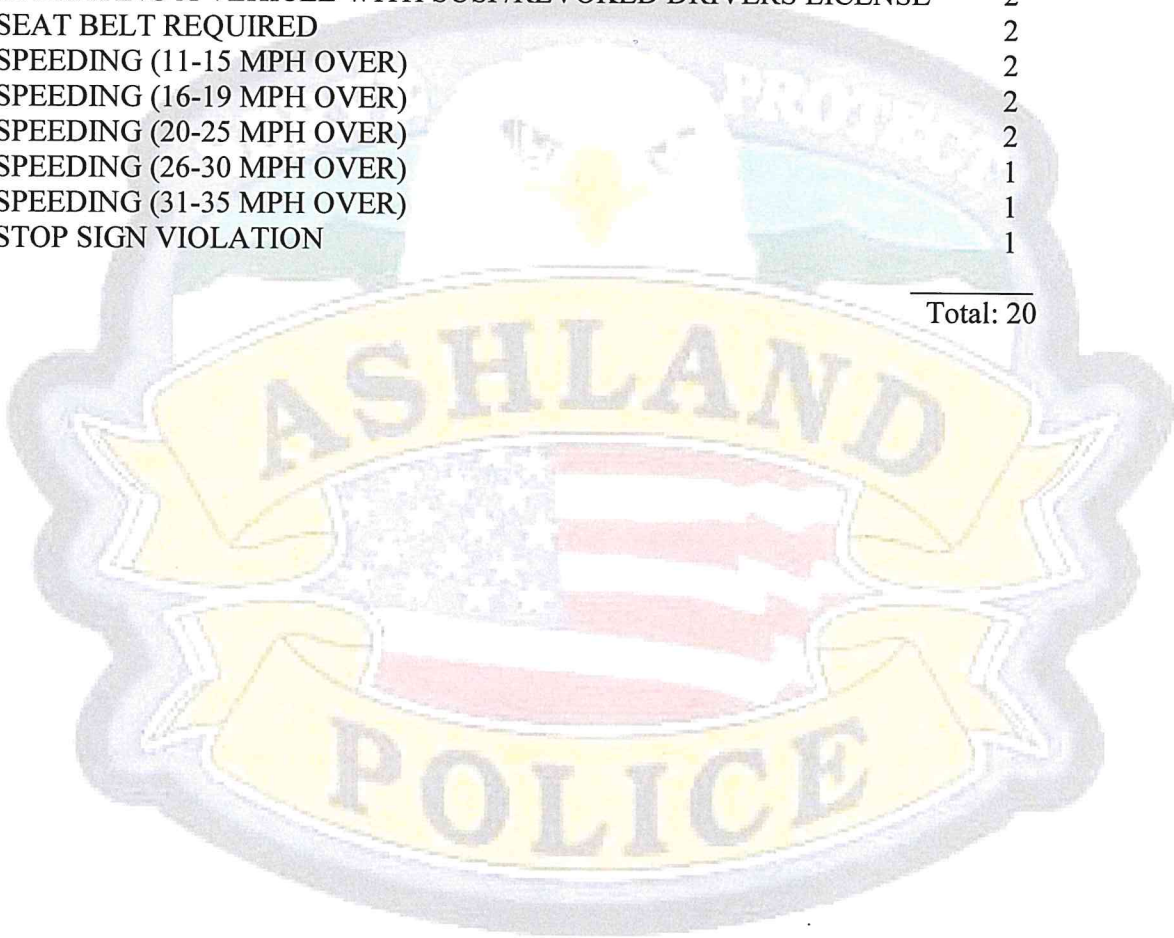
# Ashland Police Department

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

## Ashland PD Summons/Citations Charge Summary

Date Range: 10/05/2021 – 11/01/2021

<u>Charges</u>	<u>Count</u>
DRIVINIG WHILE INTOXICATED	2
FAIL YLD TO STAT EMER VEH W/LIGHTS	1
OPERATE VEHICLE ON HWY WITHOUT VALID DRIVERS LICENSE	1
OPERATING A VEHICLE WITH SUSP/REVOKED DRIVERS LICENSE	2
SEAT BELT REQUIRED	2
SPEEDING (11-15 MPH OVER)	2
SPEEDING (16-19 MPH OVER)	2
SPEEDING (20-25 MPH OVER)	2
SPEEDING (26-30 MPH OVER)	1
SPEEDING (31-35 MPH OVER)	1
STOP SIGN VIOLATION	1
	<hr/>
	Total: 20





# *Ashland Police Department*

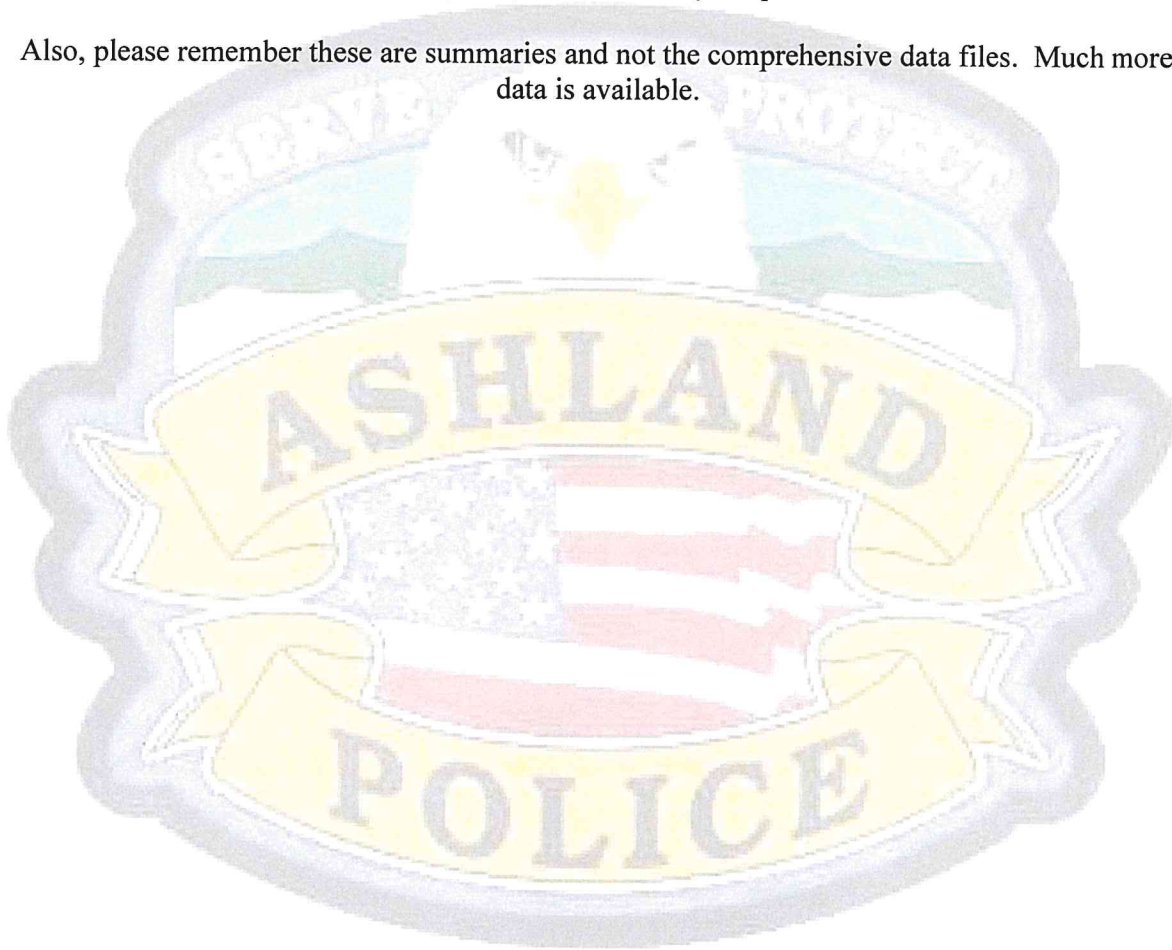
601 E Broadway - Ashland, MO 65010 ~ [www.ashlandmo.us](http://www.ashlandmo.us) ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

The remaining pages are traffic studies that have been completed since my last report to the Board of Alderman.

Please note: Only one traffic study was conducted during this last report period due to the holiday week. Traffic patterns are different during holidays and it's generally recommended to not conduct studies during those times when the purpose of the study is to identify patterns.

Currently underway is a study of the 300 block of South Henry Clay now that the round-a-bout at Henry Clay and Broadway is open.

Also, please remember these are summaries and not the comprehensive data files. Much more data is available.



# Speed Enforcement Evaluator

## Location

200 block Oak Street

## Closest Cross Street

Tandy Street and Johnson Street

## GPS

Latitude: 38.772348  
Longitude: -92.254388

## Analysis Dates

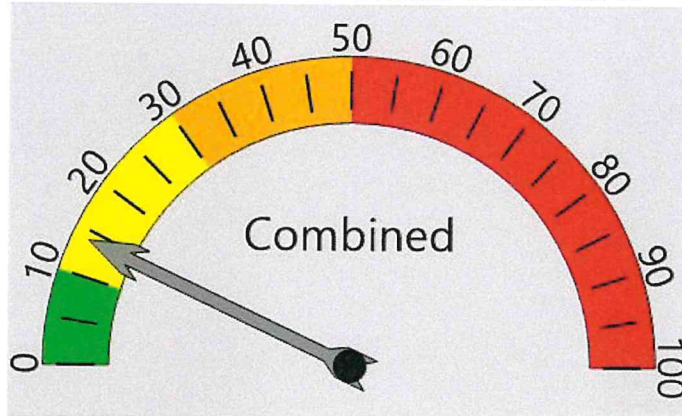
Start: 11/15/2021  
End: 11/22/2021

## ADT

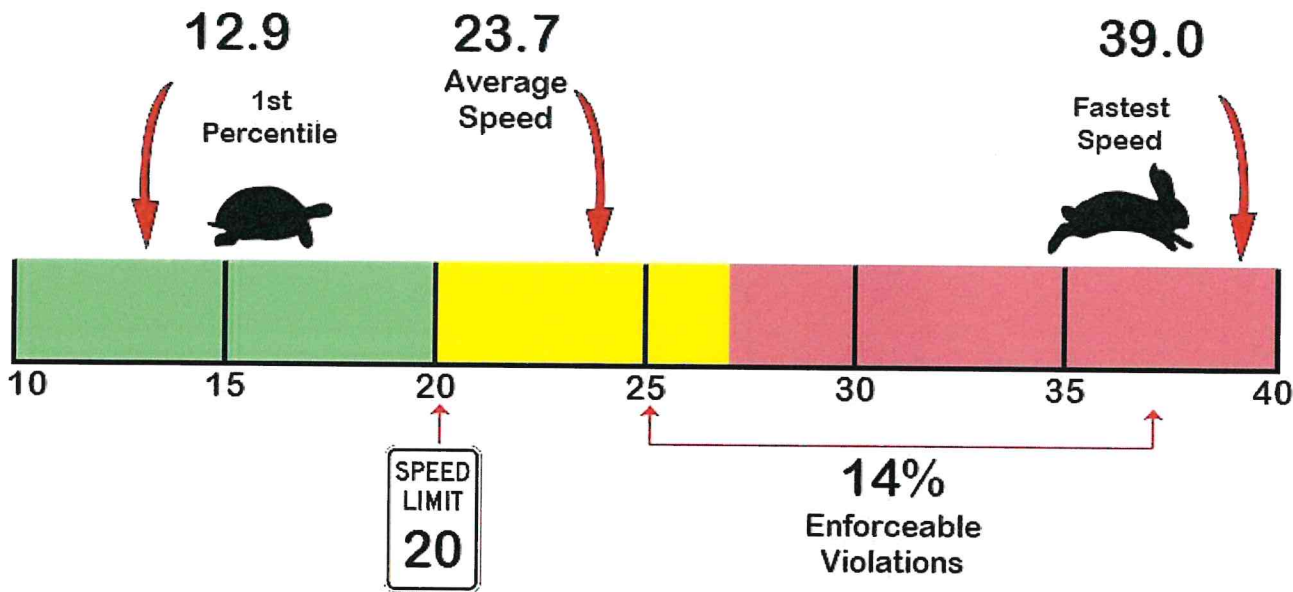
1151

## Total Percentage of Enforceable Violations

Posted Speed Limit 20 MPH  
Enforcement Tolerance 7 MPH  
Enforcement Limit Greater than 27 MPH



Percent Speeding: 14%  
Rating: Medium Low



Vehicle Totals - Combined

<= 3	<= 6	<= 9	<= 12	<= 15	<= 18	<= 21	<= 24	<= 27	<= 30	<= 33	<= 36	<= 39	> 39
0	0	3	30	94	274	1070	2344	2493	1331	335	76	6	2

85th Percentile: 26.9

Vehicle Totals - North, 1

<= 3	<= 6	<= 9	<= 12	<= 15	<= 18	<= 21	<= 24	<= 27	<= 30	<= 33	<= 36	<= 39	> 39
0	0	3	24	49	142	637	1337	1116	418	80	17	2	0

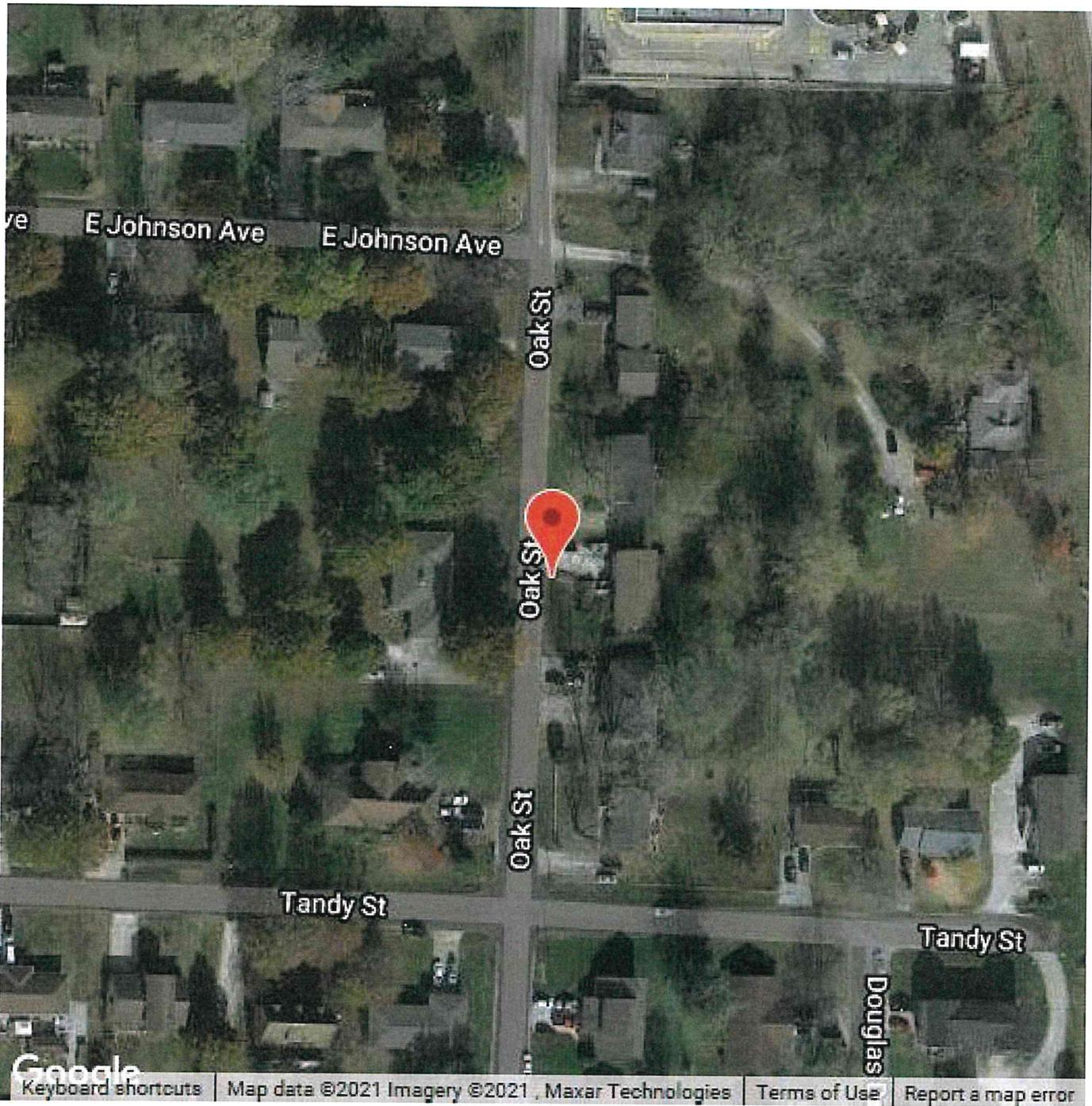
85th Percentile: 25.9

Vehicle Totals - South, 2

<= 3	<= 6	<= 9	<= 12	<= 15	<= 18	<= 21	<= 24	<= 27	<= 30	<= 33	<= 36	<= 39	> 39
0	0	0	6	45	132	433	1007	1377	913	255	59	4	2

85th Percentile: 27.9



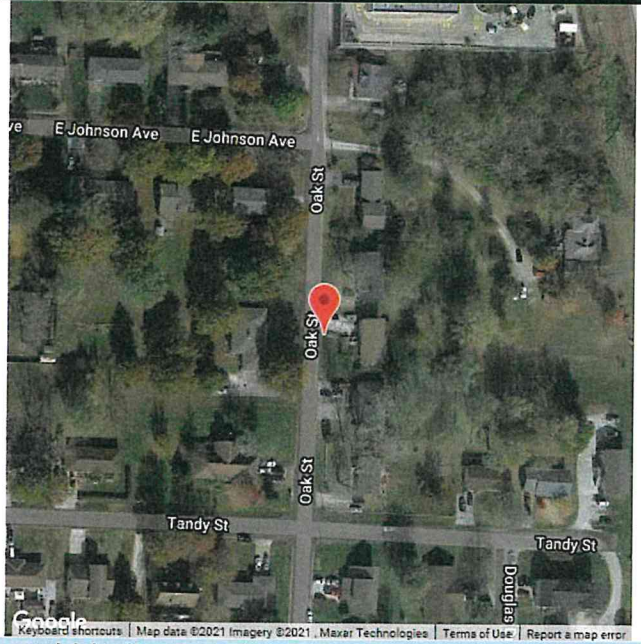


# SPEED DATA ANALYSIS

## Location



200 block Oak Street  
Tandy Street and Johnson  
Street  
Latitude: 38.772348  
Longitude: -92.254388



## Analysis Time Period



Start	End
11/15/2021 7:59 AM	11/22/2021 8:04 AM

## Vehicles Analyzed



8,057

## Speed Limit



20

## Total Enforceable Violations



1,149

## Enforcement Rating

MEDIUM

## Slowest Speed



8

## Fastest Speed



39

## Average Speed



24

## 85th Percentile Speed



27

Site Code: 00000008  
 Station ID:  
 Location 1: 200 block Oak Street  
 Location 2: Tandy Street and Johnson Street  
 Location 3:  
 Location 4:

Comment 1:  
 Comment 2:  
 Comment 3:  
 Comment 4:  
 Latitude: 38.772348  
 Longitude: -92.254388

Combined Lanes 11/15/2021 to 11/22/2021

**Pace Speed - MPH**

Classes Excluded From Pace: None

Speed	Number	Percent
19 - 28	6,693	83.06031%

**Percentile Speeds**

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	17.9	18.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	23.9	23.9	24.9	24.9	25.9	25.9	26.9	26.9	27.9	29.9	38.9

**Vehicles Traveling Greater Than 25.0 MPH**

Total Volume	8,058
Total Greater Than 25.0	2,500
Percent Greater Than 25.0	31.0%

**Mean, Median, and Mode Averages**

Mean:	23.7
Median (50th %):	23.9
Mode:	24.0

**AADT**

Date	Lane	Volume	x	User	x	Daily	=	ADT	x	Season	=	AADT
11/15/2021	North, 1	462		1.00		1.00		462		1.00		462
11/15/2021	South, 2	552		1.00		1.00		552		1.00		552
11/15/2021	Day Total	1,014						1,014				1,014
11/16/2021	North, 1	599		1.00		1.00		599		1.00		599
11/16/2021	South, 2	658		1.00		1.00		658		1.00		658
11/16/2021	Day Total	1,257						1,257				1,257
11/17/2021	North, 1	587		1.00		1.00		587		1.00		587
11/17/2021	South, 2	663		1.00		1.00		663		1.00		663
11/17/2021	Day Total	1,250						1,250				1,250
11/18/2021	North, 1	642		1.00		1.00		642		1.00		642
11/18/2021	South, 2	688		1.00		1.00		688		1.00		688
11/18/2021	Day Total	1,330						1,330				1,330

Site Code: 0000008

Station ID:

Location 1: 200 block Oak Street

Location 2: Tandy Street and Johnson Street

Location 3:

Location 4:

Comment 1:  
Comment 2:  
Comment 3:  
Comment 4:  
Latitude: 38.772348  
Longitude: -92.254388

Date	Lane	Volume	x	User	x	Daily	=	ADT	x	Season	=	AADT
11/19/2021	North, 1	608		1.00		1.00		608		1.00		608
11/19/2021	South, 2	673		1.00		1.00		673		1.00		673
11/19/2021	Day Total	1,281						1,281				1,281
11/20/2021	North, 1	409		1.00		1.00		409		1.00		409
11/20/2021	South, 2	498		1.00		1.00		498		1.00		498
11/20/2021	Day Total	907						907				907
11/21/2021	North, 1	408		1.00		1.00		408		1.00		408
11/21/2021	South, 2	453		1.00		1.00		453		1.00		453
11/21/2021	Day Total	861						861				861
11/22/2021	North, 1	110		1.00		1.00		110		1.00		110
11/22/2021	South, 2	48		1.00		1.00		48		1.00		48
11/22/2021	Day Total	158						158				158
Total		8058						8058				8058
Average		1007						1007				1007

Site Code: 0000008  
Station ID:  
Location 1: 200 block Oak Street  
Location 2: Tandy Street and Johnson Street  
Location 3:  
Location 4:

Comment 1:  
Comment 2:  
Comment 3:  
Comment 4:  
Latitude: 38.772348  
Longitude: -92.254388

Speed in (MPH) by Volume

