



**City of Ashland, Missouri  
Meeting Agenda  
Board of Aldermen  
Ashland, Mo. 65010  
7:00 p.m. Tuesday, December 21, 2021**

\*amended

This meeting will be held via zoom only.

<https://us02web.zoom.us/j/87551845016?pwd=SE9BSDNOK0NPV0REaHU1emVZK2s5Zz09>

**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. 2021-066, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2021/2022 Budget.

**VII. OLD BUSINESS**

a. Ordinance No. 1388, 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.

b. \*Ordinance No. 1389, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2021/2022 Budget

**VIII. NEW BUSINESS**

- a. A resolution authorizing the Mayor to enter into a lawn waste disposal contract with Clean Cut Services, LLC. (Tabled from 12-07-2021) \* contract amended
- b. A resolution authorizing the Mayor to enter into an agreement for professional services with Bartlett and West for the Henry Clay/ Main/Liberty Lane intersection.
- c. A resolution to approve the site plan for lot 5A of Ashland Industrial Park Plat 1A for Samuel Excavating, Inc.

**IX. REPORTS**

- a. Mayor's report
- b. City Administrator's report
- c. City Attorney's report
- d. Public Works Director 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: 12-17-2021 @ 10:00 AM  
amended 12-17-21 2:00 PM

DECEMBER 07, 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 December 07, 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, Gabe Edwards, Police Chief, City Administrator, Tony St. Romaine and John Conway, Civil Engineer.

Mayor Sullivan presented the minutes of the November 16, 2021 Board meeting for consideration. Alderwoman Old made motion to approve the minutes as presented. Alderman Slinker seconded the motion. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan presented the agenda for consideration. Alderwoman Old made motion and seconded by Alderwoman Bell 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. 2021-065, an ordinance amending Chapter 2, City Organization. Alderwoman Old made motion and seconded by Alderwoman Bell to take up for consideration Council Bill No. 2021-065, an ordinance amending Chapter 2, City Organization. Mayor Sullivan called for the staff report. Tony St. Romaine stated this was discussed in closed session at the last meeting and the City Attorney, Nathan Nickolaus made the changes to Chapter 2 relating to appointed positions. He stated there would not be annual appointments after the election each year. He stated the Treasurer, City Clerk and City Administrator are the rolls that would be affected by this code change. He stated this moves the code into the 21<sup>st</sup> Century. Mayor Sullivan called for public comments. Mayor Sullivan called for questions or comments from the Board. Alderman Lewis presented some minor grammar errors, typing errors and punctuation corrections that needed to be addressed. Mayor Sullivan called for a motion to make the changes as highlighted by Alderman Lewis. Alderwoman Old made motion and seconded by Alderman Lewis. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Selby-aye, Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Volkart-aye, Alderman Slinker-aye. Motion carried. Mayor Sullivan called for the vote on the original motion. Alderman Slinker-aye, Alderman Volkart-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderwoman Selby-aye, Alderwoman Old-aye. Motion carried.

Mayor Sullivan presented Ordinance No. 1386, 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 Ordinance No. 1386, 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. Tony St. Romaine stated this is the second reading of the Ordinance and it is to study the issue of traffic at the school at the intersection of South Henry Clay Blvd., East Liberty Lane and Main Street. He stated this is not going to be an easy solution. He stated the TEAP grant is for an 80/20 match. He stated Bartlett and West would be doing the engineering study on this. He stated this ordinance is for the approval of the city's commitment of the grant. He stated the grant is up to \$9,600.00 with the City paying 20%. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Nathan Nickolaus, City Attorney reported several cities his firm works with are experiencing traffic issues at school due to covid, mask mandate, etc. He stated parents have switched to taking their kids to school and picking them up instead of the children riding the school bus. Tony St. Romaine stated there was a traffic study done when they started Phase 1 of Liberty Landing North which is a development of about 200 homes. He stated there is also interested parties in developing the Ashland Commons property on the corner of E. Liberty Lane, South Henry Clay Blvd. and Main Street intersection. He stated we need to begin the engineering study and preliminary estimates for this area as we know there is development going to happen. Alderman Volkart suggested waiting until the traffic flow at the school is more normal before covid hit in order to get more accurate numbers. Tony St. Romaine stated he would take this into consideration. He stated the traffic study conducted when Liberty Landing North was presented was a failing grade at that time. He stated this study and report would take about three to four months then we would have to decide how to proceed with the recommendation. Mayor Sullivan called for the vote. Alderman Slinker-aye, Alderman Volkart-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderwoman Selby-aye, Alderwoman Old-aye. Motion carried.

Mayor Sullivan presented Ordinance No 1387, an ordinance approving a re-plat for Liberty Landing North Plat 1A. Alderwoman Old made motion and seconded by Alderman Lewis to take up for consideration Ordinance No. 1387, an ordinance approving a re-plat for Liberty Landing North Plat 1A. Mayor Sullivan called for the staff report. Tony St. Romaine stated this is the second reading of this Ordinance and is a lot split. He stated this would have the detention basin on its own lot which will be maintained and owned by the home owners association. He stated staff and the Planning and Zoning Commission recommended approval. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderwoman Old questioned what happens if the neighborhood gets mostly developed and the developer and home owners association abandons this. She questioned who would be responsible for it. Nathan Nickolaus, City Attorney stated it would be the property owners in the subdivision. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Selby-aye, Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Volkart-aye, Alderman Slinker-aye. Motion carried.

Mayor Sullivan presented a Resolution authorizing the Mayor to enter into a lawn waste disposal contract with Clean Cut Services, LLC. Alderman Lewis made motion and seconded by Alderwoman Selby to take up for consideration a resolution authorizing the Mayor to enter into a lawn waste disposal contract with Clean Cut Services, LLC. Mayor Sullivan called for staff report. Tony St. Romaine stated Lelande Rehard worked on this lawn waste disposal contract with Clean Cut Services and it is a 3 percent increase due to the cost of fuel and labor. He stated staff is recommending the approval with the 3 percent increase. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderwoman Old questioned if the issues with the signage and hours have been addressed. Tony St. Romaine stated that Lelande and Richard had worked through those issues and he has not heard any further complaints. He stated he would check on these items and report back to the board. Alderman Lewis asked if this was a one year or two year contract that is referred to in the memo coversheet Lelande presented. Tony St. Romaine stated it is a one year contract. Alderman Slinker stated he felt instead of having hours listed "until dusk" we set a certain time. Mayor Sullivan stated it says dusk because of daylight savings time and the difference in daylight during the winter and summer months. Tony St. Romaine stated he would check on the signage this week plus we could promote the hours on the website. Alderwoman



Bell asked for a report on how many people are using this service. Mayor Sullivan asked for a motion to table this since the Board had several questions. Alderman Volkart stated the service is good for the town our size. Alderwoman Bell stated she would like to see the usage of this site from our residents and felt the residents do not know about this site. Alderwoman Bell made motion and seconded by Alderwoman Old to table the Resolution. Mayor Sullivan called for the vote. Alderman Slinker-aye, Alderman Volkart-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderwoman Selby-aye, Alderwoman Old-aye. Motion carried.

**Mayors Report:**

Mayor Sullivan stated he had no report.

**Administrator's Report:**

Tony St. Romaine, City Administrator stated he would give an overview of his report of current projects he included in the packet. He stated with the departure of Dan and Lelande last week he had to reassign these projects to other staff members. He informed the Board the closing date for applications/resume for the full time City Administrator position is December 14 and he has received 9 or 10 applications. He stated the hiring committee would review these and set up interviews. Nathan Nickolaus, City Attorney stated he does not want to weigh in on these but would like to review them. Tony St. Romaine stated Darin Ratermann has been hired as the fulltime building inspector and currently works for Boone County Resource Management doing building inspectors. He stated he would begin work on the 15<sup>th</sup> of December. He stated that Dan Vandevoorde is filling in doing inspections until Darin begins employment here and he will get him up to speed.

He gave an update on Tyler and Dude Solutions new software for the building permit department and for the financial and utility billing. He stated we would implementing these programs in the next three to four months.

Tony St. Romaine gave an update on the street projects, recodification of city codes, code updates for building and zoning, capital improvement plan, use tax ballot issue, Ashland Municipal Building construction, Downtown Coalition, Alliance Water Resources, wastewater treatment expansion and parking restrictions on certain streets as well as various other projects. He gave an overview of economic development projects.

Alderwoman Bell questioned that since our building should be done by the end of the year if we would return to in person meetings. Tony St. Romaine, City Administrator stated we would either return the first or second meeting of January depending on the completion and furnishings of the building.

**City Attorney's Report:**

Nathan Nickolaus, City Attorney did not have a report.

**Police Chief's Monthly Report:**

Chief Edwards stated they received a grant for public safety.

**Board of Aldermen's Reports:**

Alderwoman Old questioned the flag and orange paint in her yard. Tony St. Romaine stated he was not sure what this was for.

Alderman Slinker stated he received a complaint on the tree limbs hitting vehicles at the corner of Ash Street and North Henry Clay Blvd.

Alderman Slinker reported he received a complaint that drivers are not paying attention to pedestrian traffic at the cross walk on Main Street and Broadway. He questioned if there could be flashing lights at this cross walk like we have at school. Tony St. Romaine, City Administrator stated we received a grant for the pedestrian crossing lights at the school and was unsure of the cost. He stated he would research this and bring back to the Board.

Alderwoman Selby complimented the Ashland Police Department for reaching out to her the other night when her hatch to her vehicle was left open.

Alderwoman Bell gave a shout out to the Parks on the ribbon cutting ceremony for the bathroom murals. She also stated the Christmas parade was a great turn out and the Parks Board did a great job on that.

Mayor Sullivan called for additional comments from the public.

Mayor Sullivan called for additional comments the Board or staff.

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

Darla Sapp, City Clerk

Richard Sullivan, Mayor



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:**

**To: Board of Alderpersons**

**From: SHELLEY MARTIN**

**Board Meeting Date: DECEMBER 21<sup>ST</sup>, 2021**

**Re: BUDGET AMENDMENTS**

**EXECUTIVE SUMMARY:**

Budget Amendments to account for additional revenue and expenditures.

**DISCUSSION:**

The budget is a fluid document, these are the first of amendments to this fiscal year's document. Normally budget amendments can occur several times during the fiscal year as the City's projected revenue and expenditures exceed or decrease over the course of the year. Notable changes include adding additional fund lines for revenues and off setting expenses, inclusion of the ARPA funds, proceeds from building sale, allocated funds for the renovation of the New City Hall building, increase in Street repair costs due to additional projects and rising prices on materials, fuel etc....

**FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): Street Fund will be deficit spend this year and a resolution will be presented closer to the end of the fiscal year to approve reducing their fund balance.

**SUGGESTED BOARD ACTION:**

Staff recommends: Staff recommends approval.



COUNCIL BILL NO. 2021-066

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN  
ACCOUNTS WITHIN THE FISCAL YEAR 2021/2022 BUDGET

---

WHEREAS, the Board of Aldermen has reviewed the revenues & expenditures for the fiscal year budget beginning May 1, 2021; and

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

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

Certified as to correct form:

\_\_\_\_\_  
City Attorney

**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET	
10-10-4000	PROPERTY TAX REAL & PERSO	81,472.19	185,000.00	35,000.00	220,000.00	220,000.00	
10-10-4010	1% LOCAL SALES TAX	363,615.27	450,000.00	20,000.00	470,000.00	470,000.00	
10-10-4011	FINANCIAL INSTITUTION TAX	.00	.00			.00	
10-10-4012	SURTAXES	.00	9,000.00			9,000.00	
10-10-4020	INTEREST INCOME	2,260.05	20,000.00	13,500.00-	6,500.00	6,500.00	
10-10-4135	WIRELESS LEASE AGREEMENT	27,802.00	27,802.00			27,802.00	
10-10-4140	MISCELLANEOUS INCOME	426,055.76	3,500.00	881,500.00	885,000.00	885,000.00	ARPA/Proce
10-10-4155	3% GROSS RECEIPTS CHARTER	14,283.21	20,000.00			20,000.00	eds from
10-10-4160	5% GROSS RECEIPTS AMERENM	119,548.10	215,000.00			215,000.00	building sale
10-10-4165	5% GROSS RECEIPTS BOONE E	15,656.43	29,000.00			29,000.00	
10-10-4170	5% GROSS RECEIPTS MOBILE	18,646.44	50,000.00	12,000.00-	38,000.00	38,000.00	
10-10-4329	CENTRAL BANK LOAN NEW CIT	905,718.84	.00	905,718.84	905,718.84	905,718.84	New City
10-10-4600	LIQUOR & BUSINESS LICENSE	2,286.50	2,500.00			2,500.00	Hall funds
	<b>ADMINISTRATION TOTAL</b>	<b>1,977,344.79</b>	<b>1,011,802.00</b>	<b>1,816,718.84</b>	<b>2,525,218.84</b>	<b>2,828,520.84</b>	for
							remodel
10-11-4110	BUILDING PERMITS	182,276.84	105,000.00	85,000.00	190,000.00	190,000.00	Increased
10-11-4112	P&Z APPLICATION/SIGN PERM	17,300.50	35,000.00			35,000.00	building
10-11-4113	PROCESSING FEE	4,800.00	4,000.00	1,500.00	5,500.00	5,500.00	application
10-11-4120	DRIVEWAY APPROACH INSPECT	975.00	1,800.00			1,800.00	s
10-11-4122	INFRASTRUCTURE DEV. INSPE	60.00	35,000.00			35,000.00	
10-11-4124	RECORDING	209.00	500.00			500.00	
	<b>COMM DEV/CODE ENFORCEMENT</b>	<b>205,621.34</b>	<b>181,300.00</b>	<b>86,500.00</b>	<b>195,500.00</b>	<b>267,800.00</b>	
10-15-4140	MISCELLANEOUS INCOME	14,982.65	1,200.00	13,782.65	14,982.65	14,982.65	
10-15-4179	RESTITUTION	.00	.00			.00	
10-15-4330	GRANT INCOME	9,999.00	.00	9,999.00	9,999.00	9,999.00	
10-15-4331	P.O.S.T.	500.00	500.00			500.00	
10-15-4332	BVP GRANT	976.55	750.00	226.55	976.55	976.55	
10-15-4335	DONATIONS	.00	100.00			100.00	
10-15-4411	FINGERPRINTING	120.00	100.00	50.00	150.00	150.00	
10-15-4413	RECOUPMENT FEES	.00	500.00			500.00	
10-15-4418	REPORTS	1,549.10	150.00	1,450.00	1,600.00	1,600.00	
10-15-4419	OFF DUTY EMPLOYMENT	.00	500.00			500.00	
	<b>POLICE TOTAL</b>	<b>28,127.30</b>	<b>3,800.00</b>	<b>25,508.20</b>	<b>27,708.20</b>	<b>29,308.20</b>	
	<b>TOTAL REVENUE</b>	<b>2,211,093.43</b>	<b>1,196,902.00</b>	<b>1,928,727.04</b>	<b>2,748,427.04</b>	<b>3,125,629.04</b>	
10-10-5000	SALARIES	151,414.57	225,000.00			225,000.00	
10-10-5001	SALARIES-OVERTIME	188.24	300.00			300.00	
10-10-5010	PAYROLL TAXES	11,471.11	15,000.00			15,000.00	
10-10-5020	LAGERS	3,241.02	5,500.00			5,500.00	
10-10-5030	HEALTH INSURANCE	25,125.94	31,000.00			31,000.00	
10-10-5040	WORK COMP INSURANCE	1,460.00	1,460.00			1,460.00	
10-10-5051	REALESTATE TAXES	8,703.63	.00	8,703.63	8,703.63	8,703.63	
10-10-5115	PROF TRAINING/MILEAGE	1,896.95	1,500.00	396.95	1,896.95	1,896.95	
10-10-5120	PROF. MEMBERSHIPS	263.00	1,500.00	1,000.00-	500.00	500.00	
10-10-5121	MMRCOG	.00	1,150.00			1,150.00	

**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET	
10-10-5122	MML	540.00	1,500.00	960.00-	540.00	540.00	
10-10-5205	PROPERTY/AUTO INSURANCE	2,658.00	25,000.00			25,000.00	
10-10-5210	LEGAL FEES-CITY ATTORNEY	20,972.00	25,000.00			25,000.00	
10-10-5211	SPECIAL LEGAL EXPENSES	.00	.00			.00	
10-10-5215	CITY AUDIT	6,250.00	12,500.00			12,500.00	
10-10-5240	MISCELLANEOUS EXPENSE	4,443.61	2,000.00	2,432.74	4,432.74	4,432.74	
10-10-5244	CONTINGENCY	.00	1,000.00	1,000.00-		.00	
10-10-5300	MAINTENANCE & IMPROVEMENT	8,238.95	2,000.00	6,238.95	8,238.95	8,238.95	
10-10-5303	OPERATION/SUPPLIES	.00	.00			.00	
10-10-5305	UTILITIES	6,638.37	5,000.00	5,000.00	10,000.00	10,000.00	
10-10-5306	STREET LIGHTS/CITY SIRENS	45,700.62	60,000.00		60,000.00	60,000.00	
10-10-5360	TELEPHONE	3,480.17	2,750.00	2,250.00	5,000.00	5,000.00	
10-10-5380	SERVICE AGREEMENTS	50,162.59	35,000.00	25,000.00	60,000.00	60,000.00	
10-10-5381	CONTRACTUAL SERVICES	.00	.00			.00	
10-10-5638	ADVERTISING	2,572.09	2,000.00	500.00	2,500.00	2,500.00	
10-10-5640	DRUG & ALCOHOL TESTING	.00	100.00	100.00-		.00	
10-10-5643	ELECTION FEES	996.21	4,000.00			4,000.00	
10-10-5670	OFFICE & PRINTING SUPPLIE	1,458.93	3,000.00			3,000.00	
10-10-5680	POSTAGE	46.40	200.00			200.00	
10-10-5790	EMERGENCY PREPAREDNESS	.00	.00			.00	
10-10-5809	NEW CITY HALL CONSTRUCTIO	443,129.17	.00	905,718.84	905,718.84	905,718.84	New City Hall
10-10-5815	SMALL EQUIPMENT	.00	200.00	200.00-		.00	
10-10-5816	CAPITAL EXPENDITURE	6,409.07	.00	100,000.00	100,000.00	100,000.00	remodel
10-10-5835	COMPUTER MAINTENANCE	12,661.84	6,000.00	14,000.00	20,000.00	20,000.00	Equipment
10-10-5840	EVENT LIGHTS	.00	.00			.00	for New
10-10-5955	CITY EVENTS EXPENSE	.00	.00			.00	City Hall
	ADMINISTRATION TOTAL	820,122.48	469,660.00	1,066,981.11	1,187,531.11	1,536,641.11	
10-11-5000	SALARIES	55,205.41	57,000.00	43,000.00	100,000.00	100,000.00	Correction
10-11-5001	SALARIES-OVERTIME	.00	.00			.00	
10-11-5010	PAYROLL TAXES	3,981.22	8,000.00	1,500.00-	6,500.00	6,500.00	
10-11-5020	LAGERS	974.66	1,900.00	400.00-	1,500.00	1,500.00	
10-11-5030	HEALTH INSURANCE	5,108.14	8,000.00			8,000.00	
10-11-5040	WORK COMP INSURANCE	250.00	250.00			250.00	
10-11-5130	BUILDING PERMITS	527.47	.00	527.47	527.47	527.47	
10-11-5135	PLANNING AND ZONING/SITE	990.00	20,000.00	5,000.00-	15,000.00	15,000.00	
10-11-5380	SERVICE AGREEMENTS	4,154.87	7,100.00	70,900.00	78,000.00	78,000.00	Purchase
10-11-5420	VEHICLE & EQUIPMENT MAINT	.00	.00			.00	and
10-11-5425	VEHICLE & EQUIPMENT FUEL	893.10	.00	1,700.00	1,700.00	1,700.00	moving
10-11-5676	RECORDING	1,004.94	1,000.00	100.00	1,100.00	1,100.00	expenses
10-11-5677	MAPPING	.00	.00			.00	for trailer
10-11-5678	INFRASTRUCTURE DEV INSPEC	42,910.55	30,000.00	20,000.00	50,000.00	50,000.00	
	COMM DEV/CODE ENFORCEMENT	116,000.36	133,250.00	129,327.47	254,327.47	262,577.47	
10-15-5000	SALARIES	251,633.47	375,000.00			375,000.00	
10-15-5001	SALARIES-OVERTIME	2,852.46	5,500.00			5,500.00	
10-15-5005	RESERVE OFFICERS	3,219.84	6,000.00			6,000.00	
10-15-5007	OFF DUTY EMPLOYMENT	.00	500.00			500.00	
10-15-5010	PAYROLL TAXES	19,188.50	29,000.00			29,000.00	



**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET
10-15-5020	LAGERS	14,328.74	20,000.00			20,000.00
10-15-5030	HEALTH INSURANCE	28,515.05	45,000.00			45,000.00
10-15-5040	WORK COMP INSURANCE	17,959.00	16,000.00	1,959.00	17,959.00	17,959.00
10-15-5105	POLICE HIRING	65.00	300.00	235.00-	65.00	65.00
10-15-5110	UNIFORMS/EQUIPMENT	2,333.05	5,000.00			5,000.00
10-15-5112	AMMUNITION	322.25	2,000.00			2,000.00
10-15-5113	SPECIAL EQUIPMENT	42.90	.00	42.90	42.90	42.90
10-15-5115	PROF. TRAINING/MILEAGE	2,227.00	4,000.00			4,000.00
10-15-5120	PROF. MEMBERSHIPS	100.00	50.00	50.00	100.00	100.00
10-15-5125	PERSONAL SAFETY EQUIPMENT	17.92	1,500.00			1,500.00
10-15-5240	MISCELLANEOUS EXPENSE	1,373.26	3,500.00	1,000.00-	2,500.00	2,500.00
10-15-5300	BUILDING MAINTENANCE & IM	571.92	2,500.00	1,500.00-	1,000.00	1,000.00
10-15-5305	UTILITIES	2,074.39	2,500.00	500.00	3,000.00	3,000.00
10-15-5360	TELEPHONE	4,097.38	6,500.00			6,500.00
10-15-5380	SERVICE AGREEMENTS	38,626.83	14,000.00	31,000.00	45,000.00	45,000.00
10-15-5420	VEHICLE & EQUIPMENT MAINT	8,704.12	20,000.00			20,000.00
10-15-5425	VEHICLE & EQUIPMENT FUEL	18,560.80	14,500.00	10,500.00	25,000.00	25,000.00
10-15-5638	ADVERTISING	.00	.00			.00
10-15-5640	DRUG AND ALCOHOL TESTING	.00	100.00			100.00
10-15-5670	OFFICE & PRINTING SUPPLIE	1,688.58	2,500.00			2,500.00
10-15-5680	POSTAGE	165.85	.00	109.00	109.00	109.00
10-15-5810	CAPITAL EQUIPMENT	10,216.25	5,000.00	5,216.25	10,216.25	10,216.25
10-15-5815	SMALL EQUIPMENT	1,003.60	3,000.00			3,000.00
10-15-5816	CAPITAL EXPENDITURES	.00	1,000.00			1,000.00
10-15-5835	COMPUTERS MAINTENANCE	5,030.29	4,000.00	3,000.00	7,000.00	7,000.00
10-15-5850	GRANT	.00	.00			.00
10-15-5851	P.O.S.T.	.00	500.00			500.00
10-15-5852	BVP GRANT	.00	750.00			750.00
10-15-5926	DONATIONS	.00	.00			.00
	<b>POLICE TOTAL</b>	<b>434,918.45</b>	<b>590,200.00</b>	<b>49,642.15</b>	<b>111,992.15</b>	<b>639,842.15</b>
	<b>TOTAL EXPENSES</b>	<b>1,371,041.29</b>	<b>1,193,110.00</b>	<b>1,245,950.73</b>	<b>1,553,850.73</b>	<b>2,439,060.73</b>
	<b>GENERAL TOTAL</b>	<b>840,052.14</b>	<b>3,792.00</b>	<b>682,776.31</b>	<b>1,194,576.31</b>	<b>686,568.31</b>
15-16-4450	COURT AUTOMATED FUND	.00	.00			.00
15-16-4452	STATE CLERK'S FEE	.00	.00			.00
15-16-4454	COUNTY CLERK'S FEE	.00	.00			.00
15-16-4456	CRIME VICTIM COMPENSATION	.00	.00			.00
15-16-4458	LAW ENFORCEMENT TRAINING	346.00	400.00			400.00
15-16-4459	INMATE DETAINEE SECURITY	344.00	400.00			400.00
15-16-4460	MUNICIPAL CT FINES	21,354.00	24,000.00			24,000.00
15-16-4461	MTV COURT FINES	.00	.00			.00
15-16-4462	SHERIFF'S RETIREMENT FUND	.00	.00			.00
15-16-4463	INMATE FEE	.00	.00			.00
15-16-4465	BOND FORFEITURE	3,742.50	1,000.00	1,800.00	2,800.00	2,800.00

ARPA monies/  
 remaining  
 proceeds  
 building  
 sale to  
 fund  
 balance

**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET
	COURT TOTAL	25,786.50	25,800.00	1,800.00	2,800.00	27,600.00
	<b>TOTAL REVENUE</b>	25,786.50	25,800.00	1,800.00	2,800.00	27,600.00
15-16-5000	SALARIES	.00	.00			.00
15-16-5001	SALARIES-OVERTIME	.00	.00			.00
15-16-5010	PAYROLL TAXES	.00	.00			.00
15-16-5020	LAGERS	.00	.00			.00
15-16-5030	HEALTH INSURANCE	.00	.00			.00
15-16-5240	COURT MISCELLANEOUS	.00	.00			.00
15-16-5448	LEGAL FEES - PROSECUTING	14,847.00	24,000.00			24,000.00
15-16-5450	COURT AUTOMATED FUND	.00	.00			.00
15-16-5452	STATE CLERK'S FEE EXPENSE	.00	.00			.00
15-16-5454	COUNTY CLERK'S FEE EXPENS	.00	.00			.00
15-16-5456	CRIME VICTIM COMPENSATION	.00	.00			.00
15-16-5458	LAW ENFORCEMENT TRAINING	.00	.00			.00
15-16-5462	SHERIFF'S RETIREMENT FUND	.00	.00			.00
	COURT TOTAL	14,847.00	24,000.00			24,000.00
	TOTAL EXPENSES	14,847.00	24,000.00			24,000.00
	<b>COURT TOTAL</b>	10,939.50	1,800.00	1,800.00	2,800.00	3,600.00
18-18-4005	PARK/STORMWATER TAX	168,921.65	200,000.00	10,000.00	210,000.00	210,000.00
18-18-4006	MISCELLANEOUS INCOME	.00	.00			.00
18-18-4335	PARK DONATIONS	1,000.00	.00	1,000.00	1,000.00	1,000.00
	PARK TOTAL	169,921.65	200,000.00	11,000.00	211,000.00	211,000.00
	<b>TOTAL REVENUE</b>	169,921.65	200,000.00	11,000.00	211,000.00	211,000.00
18-18-5000	SALARIES	7,738.40	10,000.00			10,000.00
18-18-5001	SALARIES-OVERTIME	149.37	.00	115.23	115.23	115.23
18-18-5002	SUMMER SALARIES	4,968.00	5,000.00	32.00-	4,968.00	4,968.00
18-18-5010	PAYROLL TAXES	983.45	3,000.00	1,100.00-	1,900.00	1,900.00
18-18-5020	LAGERS	228.74	300.00			300.00
18-18-5030	HEALTH INSURANCE	1,145.55	2,500.00	530.00-	1,970.00	1,970.00
18-18-5040	WORK COMP INSURANCE	331.00	331.00			331.00
18-18-5240	MISCELLANEOUS EXPENSE	237.47	1,500.00	1,000.00-	500.00	500.00
18-18-5241	FLAG FUND	753.96	1,000.00			1,000.00
18-18-5270	SERVICE AGREEMENTS	14,172.00	9,500.00	6,500.00	16,000.00	16,000.00
18-18-5305	UTILITIES	1,618.27	2,000.00	1,000.00	3,000.00	3,000.00
18-18-5420	VEH & EQUIP MAINTENANCE	1,349.75	1,500.00			1,500.00
18-18-5425	VEH & EQUIP FUEL	3,706.01	1,500.00	3,500.00	5,000.00	5,000.00
18-18-5604	STORMWATER REPAIRS	453.63	50,000.00	20,000.00-	30,000.00	30,000.00



**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET	
18-18-5609	STORMWATER CONTRACT WORK	.00	.00			.00	
18-18-5610	MAINTENANCE	5,696.88	5,000.00	2,000.00	7,000.00	7,000.00	
18-18-5621	STORMWATER MAINTENANCE	2,013.61	2,500.00			2,500.00	
18-18-5629	STORMWATER MATERIALS	16,226.00	10,000.00	7,000.00	17,000.00	17,000.00	
18-18-5800	ENGINEERING	10,384.00	20,000.00	3,000.00-	17,000.00	17,000.00	
18-18-5810	CAPITAL EQUIPMENT	.00	2,000.00	2,000.00-		.00	
18-18-5815	SMALL EQUIPMENT	274.76	1,000.00	500.00-	500.00	500.00	
18-18-5816	CAPITAL EXPENDITURES	65,961.46	60,000.00	5,692.71	65,692.71	65,692.71	Purchase of lake
18-18-5956	CITY PARK EVENTS	4,927.22	7,500.00	2,572.78-	4,927.22	4,927.22	property and tennis courts
	<b>PARK TOTAL</b>	<b>143,319.53</b>	<b>196,131.00</b>	<b>4,926.84-</b>	<b>175,573.16</b>	<b>191,204.16</b>	
	<b>TOTAL EXPENSES</b>	<b>143,319.53</b>	<b>196,131.00</b>	<b>4,926.84-</b>	<b>175,573.16</b>	<b>191,204.16</b>	
	<b>PARK/STORMWATER TAX TOTAL</b>	<b>26,602.12</b>	<b>3,869.00</b>	<b>15,926.84</b>	<b>35,426.84</b>	<b>19,795.84</b>	Stormwater fund balance
20-20-4140	MISCELLANEOUS INCOME	51.22	3,000.00	12,051.22	15,051.22	15,051.22	
20-20-4174	TRANSPORTATION TAX	169,023.82	210,000.00	9,000.00	219,000.00	219,000.00	
20-20-4175	MOTOR VEHICLE STATE SALES	25,559.68	35,000.00	8,000.00	43,000.00	43,000.00	
20-20-4176	MOTOR FUEL TAX	60,601.91	100,000.00			100,000.00	
20-20-4177	MOTOR VEHICLE FEE	10,915.73	15,000.00	5,000.00	20,000.00	20,000.00	
20-20-4178	ROAD TAX REPLACEMENT	160,033.23	156,000.00	4,033.23	160,033.23	160,033.23	
20-20-4183	ST EXCAVATION PERMIT	.00	.00			.00	
	<b>STREET TOTAL</b>	<b>426,185.59</b>	<b>519,000.00</b>	<b>38,084.45</b>	<b>457,084.45</b>	<b>557,084.45</b>	
20-21-4330	SIDEWALK GRANT PROCEEDS	.00	.00			.00	
	<b>MAINSTREET SIDEWALK PROJ</b>	<b>.00</b>	<b>.00</b>			<b>.00</b>	
20-22-4330	TEAP GRANT PROCEEDS	.00	.00			.00	
	<b>TEAP GRANT PROJECT TOTAL</b>	<b>.00</b>	<b>.00</b>			<b>.00</b>	
	<b>TOTAL REVENUE</b>	<b>426,185.59</b>	<b>519,000.00</b>	<b>38,084.45</b>	<b>457,084.45</b>	<b>557,084.45</b>	
20-20-5000	SALARIES	101,861.60	125,000.00	15,000.00	140,000.00	140,000.00	
20-20-5001	SALARIES-OVERTIME	733.90	1,500.00	500.00-	1,000.00	1,000.00	
20-20-5002	SUMMER SALARIES	.00	.00			.00	
20-20-5010	PAYROLL TAXES	7,812.15	7,500.00	1,500.00	9,000.00	9,000.00	
20-20-5020	LAGERS	2,463.97	3,500.00			3,500.00	
20-20-5030	HEALTH INSURANCE	10,593.62	16,000.00			16,000.00	
20-20-5040	WORK COMP INSURANCE	500.00	500.00			500.00	
20-20-5110	UNIFORMS	671.94	1,200.00	200.00-	1,000.00	1,000.00	
20-20-5115	PROF TRAINING/MILEAGE	444.01	1,500.00	500.00-	1,000.00	1,000.00	
20-20-5120	PROF. MEMBERSHIP	.00	.00			.00	
20-20-5125	PERSONAL SAFETY EQUIPMENT	56.34	300.00	243.66-	56.34	56.34	



**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET
20-20-5240	MISCELLANEOUS EXPENSE	8,746.35	4,000.00	5,000.00	9,000.00	9,000.00
20-20-5300	BUILDING MAINTENANCE & IM	2,966.96	1,500.00	1,500.00	3,000.00	3,000.00
20-20-5305	UTILITIES	1,264.01	1,500.00	500.00	2,000.00	2,000.00
20-20-5360	TELEPHONE	371.83	1,500.00	500.00-	1,000.00	1,000.00
20-20-5380	SERVICE AGREEMENTS	609.00	1,500.00	500.00-	1,000.00	1,000.00
20-20-5420	VEHICLE & EQUIPMENT MAINT	13,372.78	7,500.00	7,500.00	15,000.00	15,000.00
20-20-5425	VEHICLE & EQUIPMENT FUEL	5,390.64	5,500.00	3,000.00	8,500.00	8,500.00
20-20-5603	STREET REPAIRS, SUPPLIES,	328,553.69	295,000.00	35,000.00	330,000.00	330,000.00
20-20-5608	STREET CONTRACT WORK	.00	.00			.00
20-20-5640	DRUG & ALCOHOL TESTING	65.00	100.00	35.00-	65.00	65.00
20-20-5815	SMALL EQUIPMENT	6,197.33	2,500.00	3,681.70	6,181.70	6,181.70
20-20-5816	CAPITAL EXPENDITURES	13,787.25	10,000.00	3,787.25	13,787.25	13,787.25
20-20-5817	SIGNS & POSTS	1,482.55	15,000.00	10,000.00-	5,000.00	5,000.00
20-20-5835	COMPUTER MAINTENANCE	4,296.82	6,000.00	1,703.18-	4,296.82	4,296.82
	<b>STREET TOTAL</b>	<b>512,241.74</b>	<b>508,600.00</b>	<b>62,287.11</b>	<b>550,887.11</b>	<b>570,887.11</b>
20-21-5630	SIDEWALK PROJ CONSTRUCTIO	.00	.00			.00
20-21-5800	SIDEWALK PROJ ENGINEERING	.00	.00			.00
	MAINSTREET SIDEWALK PROJ	.00	.00			.00
	TOTAL EXPENSES	512,241.74	508,600.00	62,287.11	550,887.11	570,887.11
	<b>STREET TOTAL</b>	<b>86,056.15-</b>	<b>10,400.00</b>	<b>24,202.66-</b>	<b>93,802.66-</b>	<b>13,802.66-</b>
						Deficit Spending this fiscal year
30-30-4020	INTEREST INCOME	4,500.31	7,000.00			7,000.00
30-30-4130	RETURN PAYMENTS	255.00	300.00			300.00
30-30-4140	MISCELLANEOUS INCOME	7,420.72	2,500.00	5,000.00	7,500.00	7,500.00
30-30-4240	WATER INCOME COMMERCIAL	64,613.61	120,000.00			120,000.00
30-30-4245	WATER INCOME RESIDENTIAL	411,070.08	585,000.00	35,000.00	620,000.00	620,000.00
30-30-4250	SALES TAX WATER	13,133.46	21,000.00			21,000.00
30-30-4270	WATER NEW SERVICE	33,000.00	48,000.00			48,000.00
30-30-4280	SERVICE CHARGE PENALTY	14,650.88	24,000.00			24,000.00
30-30-4290	RECONNECT FEE	13,101.43	17,000.00			17,000.00
30-30-4295	PRIMACY FEE	4,094.67	7,000.00			7,000.00
30-30-4530	INCOME DEBT SERVICE	.00	.00			.00
	WATER TOTAL	565,840.16	831,800.00	40,000.00	627,500.00	871,800.00
	<b>TOTAL REVENUE</b>	<b>565,840.16</b>	<b>831,800.00</b>	<b>40,000.00</b>	<b>627,500.00</b>	<b>871,800.00</b>
30-30-5000	SALARIES	126,115.56	195,000.00			195,000.00
30-30-5001	SALARIES-OVERTIME	490.29	500.00	200.00	700.00	700.00
30-30-5010	PAYROLL TAXES	14,238.05	15,000.00	5,000.00	20,000.00	20,000.00
30-30-5020	LAGERS	3,470.21	7,000.00			7,000.00
30-30-5030	HEALTH INSURANCE	28,832.60	45,000.00			45,000.00

**PROPOSED AMENDMENTS  
CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET
30-30-5040	WORK COMP INSURANCE	500.00	500.00			500.00
30-30-5110	UNIFORMS	.00	900.00	400.00-	500.00	500.00
30-30-5115	PROF. TRAINING/MILEAGE	.00	1,500.00	500.00-	1,000.00	1,000.00
30-30-5120	PROF. MEMBERSHIP	.00	1,500.00	500.00-	1,000.00	1,000.00
30-30-5125	PERSONAL SAFETY EQUIPMENT	.00	200.00			200.00
30-30-5220	WATER SALES TAX	9,959.56	21,000.00	2,000.00-	19,000.00	19,000.00
30-30-5225	PRIMACY FEE	6,280.66	7,000.00	719.34-	6,280.66	6,280.66
30-30-5240	MISCELLANEOUS EXPENSE	60,215.65	1,500.00	63,500.00	65,000.00	65,000.00
30-30-5245	BANK SERVICE CHARGES	759.63	1,200.00			1,200.00
30-30-5300	MAINTENANCE & IMPROVEMENT	95.00	3,000.00	2,500.00-	500.00	500.00
30-30-5310	BOONE ELECTRIC	6,845.90	13,000.00			13,000.00
30-30-5315	AMERENMO	22,364.57	27,000.00	3,000.00	30,000.00	30,000.00
30-30-5360	TELEPHONE	296.10	1,000.00			1,000.00
30-30-5380	SERVICE AGREEMENTS	11,008.76	9,000.00	6,000.00	15,000.00	15,000.00
30-30-5420	VEH & EQUIP MAINTENANCE	547.75	3,000.00	1,500.00-	1,500.00	1,500.00
30-30-5425	VEH & EQUIP FUEL	5,005.00	4,500.00	3,500.00	8,000.00	8,000.00
30-30-5600	MO.ONE CALL LOCATES	1,225.00	1,000.00	500.00	1,500.00	1,500.00
30-30-5608	CONTRACT WORK	.00	.00			.00
30-30-5615	LAB EXPENSES	50.00	500.00			500.00
30-30-5618	CHEMICALS	.00	1,500.00			1,500.00
30-30-5628	MATERIALS	73,526.33	75,000.00			75,000.00
30-30-5638	ADVERTISING	151.97	.00	151.97	151.97	151.97
30-30-5640	DRUG & ALCOHOL TESTING	55.00	100.00			100.00
30-30-5670	OFFICE/PRINTING/POSTAGE S	2,931.44	7,500.00	2,000.00-	5,500.00	5,500.00
30-30-5800	ENGINEERING	.00	.00			.00
30-30-5810	CAPITAL EQUIPMENT	.00	15,000.00	5,000.00-	10,000.00	10,000.00
30-30-5815	SMALL EQUIPMENT	.00	500.00			500.00
30-30-5816	CAPITAL EXPENDITURES	74,244.80	320,000.00	170,000.00-	150,000.00	150,000.00
30-30-5835	COMPUTER MAINTENANCE	5,146.14	5,000.00	3,000.00	8,000.00	8,000.00
	<b>WATER TOTAL</b>	<b>454,355.97</b>	<b>784,400.00</b>	<b>100,267.37-</b>	<b>343,632.63</b>	<b>684,132.63</b>
	<b>TOTAL EXPENSES</b>	<b>454,355.97</b>	<b>784,400.00</b>	<b>100,267.37-</b>	<b>343,632.63</b>	<b>684,132.63</b>
	<b>WATER TOTAL</b>	<b>111,484.19</b>	<b>47,400.00</b>	<b>140,267.37</b>	<b>283,867.37</b>	<b>187,667.37</b>
35-35-4275	COLLECTION FEE	29,099.93	46,000.00			46,000.00
35-35-4280	SERVICE CHARGE PENALTY	3,129.53	6,000.00			6,000.00
35-35-4305	SOLID WASTE-TRASH SERVICE	215,593.76	410,000.00			410,000.00
35-35-4306	RECYCLING FEES	13,931.47	22,000.00			22,000.00
35-35-4307	YARD WASTE FEES	20,881.27	28,000.00			28,000.00
	<b>TRASH TOTAL</b>	<b>282,635.96</b>	<b>512,000.00</b>			<b>512,000.00</b>
	<b>TOTAL REVENUE</b>	<b>282,635.96</b>	<b>512,000.00</b>			<b>512,000.00</b>
35-35-5000	SALARIES	.00	.00			.00



**PROPOSED AMENDMENTS  
CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET
35-35-5001	SALARIES-OVERTIME	.00	.00			.00
35-35-5010	PAYROLL TAXES	.00	.00			.00
35-35-5020	LAGERS	.00	.00			.00
35-35-5030	HEALTH INSURANCE	.00	.00			.00
35-35-5040	WORK COMP INSURANCE	.00	.00			.00
35-35-5240	MISCELLANEOUS EXPENSE	2,698.44	.00	2,698.44	2,698.44	2,698.44
35-35-5670	OFFICE & PRINTING SUPPLIE	5,297.02	7,500.00			7,500.00
35-35-5810	CAPITAL EQUIPMENT	.00	.00			.00
35-35-5900	RECYCLING PROGRAM	558.27	7,500.00			7,500.00
35-35-5910	YARD WASTE DISPOSAL	16,208.00	25,000.00			25,000.00
35-35-5920	SYSTEM OPERATIONS	181,494.40	410,000.00			410,000.00
	<b>TRASH TOTAL</b>	<b>206,256.13</b>	<b>450,000.00</b>	<b>2,698.44</b>	<b>2,698.44</b>	<b>452,698.44</b>
	<b>TOTAL EXPENSES</b>	<b>206,256.13</b>	<b>450,000.00</b>	<b>2,698.44</b>	<b>2,698.44</b>	<b>452,698.44</b>
	<b>TRASH TOTAL</b>	<b>76,379.83</b>	<b>62,000.00</b>	<b>2,698.44-</b>	<b>2,698.44-</b>	<b>59,301.56</b>
40-40-4020	INTEREST INCOME	324.00	2,500.00			2,500.00
40-40-4140	MISCELLANEOUS INCOME	8,513.92	10,000.00			10,000.00
40-40-4246	SEWER BOND BASE FEE WW	76,098.28	109,000.00			109,000.00
40-40-4275	SEWER CONNECT/COLLECT FEE	5,100.38	7,500.00			7,500.00
40-40-4280	SERVICE CHARGE PENALTY	9,042.16	14,000.00			14,000.00
40-40-4300	SEWER INCOME	452,646.98	725,000.00			725,000.00
40-40-4315	SEWER IMPACT FEE	31,200.00	45,000.00			45,000.00
40-40-4320	SEWER DIST. CONNECT FEE	29,250.00	45,000.00			45,000.00
40-40-4530	INCOME DEBT SERVICE	243,846.76	325,000.00			325,000.00
	<b>SEWER TOTAL</b>	<b>856,022.48</b>	<b>1,283,000.00</b>			<b>1,283,000.00</b>
40-41-4248	2014 WW BOND REVENUE 6.4	374,913.50	310,000.00	64,913.50	374,913.50	374,913.50
40-41-4330	DNR GRANT REVENUE WW	.00	.00			.00
	<b>2014 WW TREATMENT PLANT T</b>	<b>374,913.50</b>	<b>310,000.00</b>	<b>64,913.50</b>	<b>374,913.50</b>	<b>374,913.50</b>
	<b>TOTAL REVENUE</b>	<b>1,230,935.98</b>	<b>1,593,000.00</b>	<b>64,913.50</b>	<b>374,913.50</b>	<b>1,657,913.50</b>
40-40-5000	SALARIES	.00	.00			.00
40-40-5001	SALARIES-OVERTIME	.00	.00			.00
40-40-5010	PAYROLL TAXES	.00	.00			.00
40-40-5020	LAGERS	.00	.00			.00
40-40-5030	HEALTH INSURANCE	.00	.00			.00
40-40-5040	WORK COMP INSURANCE	.00	.00			.00
40-40-5115	PROF. TRAINING/MILEAGE	.00	.00			.00
40-40-5120	PROF. MEMBERSHIP	.00	.00			.00
40-40-5214	INTEREST PRIVATE LOAN	.00	.00			.00
40-40-5226	SEWER CONNECT FEE	.00	2,000.00			2,000.00

**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET
40-40-5245	BANK SERVICE CHARGES	759.60	1,000.00			1,000.00
40-40-5300	MAINTENANCE & IMPROVEMENT	1,358.94	15,000.00			15,000.00
40-40-5310	BOONE ELECTRIC	7,445.56	10,000.00			10,000.00
40-40-5315	AMERENMO	51,910.63	70,000.00			70,000.00
40-40-5355	LIFT ST. MAINT & IMPROVE	10,840.72	55,000.00			55,000.00
40-40-5357	LAGOON MAINT/IMPROVEMENTS	100.20	150,000.00			150,000.00
40-40-5360	TELEPHONE	179.15	6,500.00			6,500.00
40-40-5380	SERVICE AGREEMENTS	5,492.80	5,000.00	5,000.00	10,000.00	10,000.00
40-40-5420	VEH & EQUIP MAINTENANCE	.00	14,000.00			14,000.00
40-40-5425	VEH & EQUIP FUEL	.00	.00			.00
40-40-5532	N.E. EXTENSION EXPENSES	.00	.00			.00
40-40-5550	2014 COMBINED BOND INT 1.	27,241.93	35,000.00			35,000.00
40-40-5551	2014 COMB BOND PRINCIPAL	60,000.00	58,400.00	31,600.00	90,000.00	90,000.00
40-40-5552	2014 COMB BOND FEES 1.3	300.00	500.00			500.00
40-40-5553	2014 COMB BOND INTEREST 6	37,248.88	85,583.00			85,583.00
40-40-5554	2014 COMBINED BOND PRINC	131,242.00	275,000.00			275,000.00
40-40-5555	2014 COMB BOND FEES 6.4	15,242.80	31,698.00			31,698.00
40-40-5600	MO.ONE CALL LOCATES	.00	1,000.00		1,000.00	1,000.00
40-40-5601	COLLECTION REPAIRS	.00	75,000.00			75,000.00
40-40-5605	SUPPLIES	621.55	.00	621.55	621.55	621.55
40-40-5608	CONTRACT WORK	178,389.62	290,000.00			290,000.00
40-40-5615	LAB EXPENSES	52.56	10,000.00			10,000.00
40-40-5618	CHEMICALS	.00	10,000.00			10,000.00
40-40-5670	OFFICE & PRINTING SUPPLIE	3,163.92	7,000.00			7,000.00
40-40-5800	ENGINEERING	43,933.53	54,000.00			54,000.00
40-40-5810	CAPITAL EQUIPMENT	.00	10,000.00			10,000.00
40-40-5813	VEHICLE/EQUIPMENT LEASE	.00	.00			.00
40-40-5815	SMALL EQUIPMENT	.00	.00			.00
40-40-5835	COMPUTER MAINTENANCE	6,662.45	10,000.00			10,000.00
	<b>SEWER TOTAL</b>	<b>582,186.84</b>	<b>1,281,681.00</b>	<b>37,221.55</b>	<b>101,621.55</b>	<b>1,318,902.55</b>
40-41-5533	WW PLANT CONSTRUCTION	.00	.00			.00
40-41-5534	WW PLANT ENGINEERING	.00	.00			.00
	<b>2014 WW TREATMENT PLANT T</b>	<b>.00</b>	<b>.00</b>			<b>.00</b>
	<b>TOTAL EXPENSES</b>	<b>582,186.84</b>	<b>1,281,681.00</b>	<b>37,221.55</b>	<b>101,621.55</b>	<b>1,318,902.55</b>
	<b>SEWER TOTAL</b>	<b>648,749.14</b>	<b>311,319.00</b>	<b>27,691.95</b>	<b>273,291.95</b>	<b>339,010.95</b>
50-51-4140	OTHER INCOME	.00	.00			.00
50-51-4330	GRANT	.00	.00			.00
50-51-4390	CAPITAL SALES TAX	169,030.40	210,000.00	11,000.00	221,000.00	221,000.00
50-51-4900	TRANSFER IN	.00	.00			.00
	<b>CAPITAL TOTAL</b>	<b>169,030.40</b>	<b>210,000.00</b>	<b>11,000.00</b>	<b>221,000.00</b>	<b>221,000.00</b>



**PROPOSED AMENDMENTS**  
**CALENDAR 12/2021, FISCAL 8/2022**

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED CHANGE	PROPOSED BUDGET	NEW BUDGET
	<b>TOTAL REVENUE</b>	169,030.40	210,000.00	11,000.00	221,000.00	221,000.00
50-21-5887	SIDEWALK EXPENSE CITY MAT	.00	.00			.00
	MAINSTREET SIDEWALK PROJ	.00	.00			.00
50-51-5095	GRANT	.00	.00			.00
50-51-5880	GENERAL	215,076.95	208,000.00	7,076.95	215,076.95	215,076.95
50-51-5881	STREET	.00	.00			.00
50-51-5882	WATER	.00	.00			.00
50-51-5883	SEWER	.00	.00			.00
50-51-5884	STORMWATER	.00	.00			.00
50-51-5886	PARKS	.00	.00			.00
	<b>CAPITAL TOTAL</b>	215,076.95	208,000.00	7,076.95	215,076.95	215,076.95
	<b>TOTAL EXPENSES</b>	215,076.95	208,000.00	7,076.95	215,076.95	215,076.95
	<b>CAPITAL TOTAL</b>	46,046.55	2,000.00	3,923.05	5,923.05	5,923.05
	<b>Report Total</b>	1,582,104.22	442,580.00	845,484.42	1,699,384.42	1,288,064.42

IN THE CITY OF ASHLAND, MISSOURI

BILL NO. 2021-065

ORD. NO. 1388

**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. ~~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 he or she 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 here under 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.~~

1. 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

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)

1. 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.
2. Representation. The members of the Board of Aldermen shall be two in number from each ward of the City.
3. 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 there for 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 bestyled “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: \_\_\_\_\_

**Attest:**

---

Darla Sapp  
City Clerk

Approved as to form:

---

Nathan M. Nickolaus, City Attorney



AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN ACCOUNTS WITHIN THE FISCAL YEAR 2021/2022 BUDGET

---

WHEREAS, the Board of Aldermen has reviewed the revenues & expenditures for the fiscal year budget beginning May 1, 2021; and

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

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

Certified as to correct form:

\_\_\_\_\_  
City Attorney



# 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 12-21-2021

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.~~

HOURS OF OPERATION: MARCH THRU OCTOBER  
8:00 A.M. TO 7:00 P.M. MONDAY THRU SATURDAY  
SUNDAY: NOON TO 5:00 P.M.

HOURS OF OPERATION: NOVEMBER THRU FEBRUARY  
8:00 A.M. TO 5:00 P.M. MONDAY THRU SATURDAY  
SUNDAY: NOON TO 5:00 P.M.

Hours of Operation will be clearly posted at the entrance to the facility and the City will pay 50% of the cost of the new sign, City's share not to exceed \$150.00.

**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: \_\_\_\_\_



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Lelande Rehard

**Board Meeting Date:** December 21, 2021

**Re:** Agreement with Bartlett and West for Liberty Lane, Henry Clay, and Main Street TEAP Study

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

**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.

Bartlett and West is familiar with the area and the past traffic studies after they recently evaluated the preliminary plat for the Liberty Landing Subdivision.

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 Resolution authorizing the City to enter into an agreement with Bartlett and West.

12-21-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST, INC. FOR THE HENRY CLAY/MAIN/LIBERTY LANE INTERSECTION

---

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

Whereas, the City was awarded a Traffic Engineering Assistance Program Grant to study the intersection of Liberty Lane, South Main Street and Liberty Lane intersection.

The staff has recommended Bartlett & West, Inc. for the traffic study of this intersection.

The Board of Aldermen authorizes the Mayor to enter into an agreement with Bartlett & West for engineering services for the traffic study.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

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

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

Attest:

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



**SPONSOR:** City of Ashland, MO  
**LOCATION:** Henry Clay/Main/Liberty Intersection  
**PROJECT:** TEAP055 – Intersection Study at Henry Clay/Main/Liberty

*THIS CONTRACT* is between City of Ashland, Missouri, hereinafter referred to as the "Local Agency", and Bartlett & West, Inc., 1719 Southridge Drive, Suite 100, Jefferson City, MO 65109, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Traffic Engineering Assistance Program coordinated through the Missouri Department of Transportation, the Local Agency intends to study the intersections of Liberty Lane, South Henry Clay, and Main Street to provide recommended improvements to better handle current and future traffic in the area, and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

- 1.1. Review previous studies from the area.
- 1.2. Coordinate with subconsultant to collect traffic volume data.
- 1.3. Review traffic data and safety information from MoDOT, City and subconsultant.
- 1.4. Meet with City and school to review options for traffic flow improvements.
- 1.5. Conduct a meeting with the City to review intersection history and options for improvement.
- 1.6. Develop plan view layouts for 2 conceptual alternatives.
- 1.7. Produce construction cost estimate for recommended design.
- 1.8. Compile all information and produce final report.
- 1.9. Creation of all exhibits for report.
- 1.10. Internal peer review and quality reviews.
- 1.11. Project administration.

#### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
---	------------------------------------	--	--	--

**ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

**ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

**ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. January 7, 2022 Anticipated Notice to Proceed
- B. May 17, 2022 Final Study Submitted
- C. May 31, 2022 Final Invoice Due

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

#### **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

#### **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,104.77, with a ceiling established for said design services in the amount of \$ 12,000.00, which amount shall not be exceeded.
- ~~B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ \_\_\_\_\_, with a ceiling established for said inspection services in the amount of \$ \_\_\_\_\_, which amount shall not be exceeded.~~
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 42.97 % of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at 144.73 % of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.



H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

**ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
N/A		

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

**ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

**ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design

computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related 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, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**



CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**



The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Estimate of Cost

Attachment B - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment C - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment D – DBE Contract Provisions

Attachment E – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 16 day of November, 2021.

Executed by the County/City this    day of                     , 20  .

**FOR: ASHLAND, MISSOURI**

**BY:** \_\_\_\_\_

ATTEST: \_\_\_\_\_

**FOR: BARTLETT & WEST, INC.**

**BY:**                       
*Justin K. Johnson*

ATTEST:                       
*D. Johnson*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

---

COUNTY ACCOUNTING OFFICER  
COUNTY AUDITOR - 1st and 2nd Class Counties  
COUNTY CLERK - 3rd and 4th Class Counties

**PROFESSIONAL SERVICES FEE ESTIMATE  
CITY OF ASHLAND - HENRY CLAY/MAIN/LIBERTY INTERSECTION  
TEAP STUDY**

**TASK 1: TEAP STUDY**

Labor:	A	PM/Engineer VI	40 @	\$45.00	\$1,800.00
	B	Engineer II	46 @	\$30.00	\$1,380.00
	C	Administrator II	1 @	\$20.00	\$20.00
		Sub-Total Labor	87		\$3,200.00
		Overhead on Direct Labor @	187.70%		\$6,006.40

**TOTAL Labor TASK 1 \$9,206.40**

Expenses:

Traffic Countys: 12 hour counts with bikes/peds.	1 @	\$1,680.00	\$1,680.00
Printing and Plotting	1 @	\$8.83	\$8.83

**TOTAL Expenses TASK 1 \$1,688.83**  
**TOTAL Labor + Expenses TASK 1 \$10,895.23**

---



---

<b>TOTAL LABOR COSTS PLUS OVERHEAD</b>	<b>\$9,206.40</b>
<b>TOTAL EXPENSES</b>	<b>\$1,688.83</b>

<b>TOTAL FIXED FEE</b>	<b>12%</b>	<b>\$1,104.77</b>
------------------------	------------	-------------------

<b>PROJECT TOTAL</b>	<b>\$12,000.00</b>
----------------------	--------------------

**PROFESSIONAL SERVICES FEE ESTIMATE  
CITY OF ASHLAND - HENRY CLAY/MAIN/LIBERTY INTERSECTION**

	Eng. VI A	Eng. II B	Adm. II C	Total Hours
<b>TASK 1: TEAP STUDY</b>				
1.1 Data Collection				
1.1.1 Review previous studies from the area.	4			4
1.1.2 Coordinate with subconsultant to collect traffic volume data.	1			1
1.2 Study				
1.2.1 Review traffic data and safety information from MoDOT, City & subconsultant.	3			3
improvements.	2			2
1.3 Conceptual Design				
1.3.1 Conduct a meeting with the City to review intersection history and options for improvement	1			1
1.3.2 Develop plan view layouts for 2 conceptual alternatives	2	20		22
1.3.3 Produce construction cost estimate for recommended design	2	8		10
1.4 TEAP Report				
1.4.1 Compile all information and produce final report	20	2		22
1.4.2 Creation of exhibits for report	2	16		18
1.4.3 Internal peer review and quality reviews	2			2
1.4.4 Project administration	1		1	2
<b>Total Task 1</b>	<b>40</b>	<b>46</b>	<b>1</b>	<b>87</b>



## ATTACHMENT B

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

---

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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.
7. The prospective primary 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 Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. 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;
  - c. 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 (1)(b) of this certification; and
  - d. 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.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

---

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. <https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. 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 a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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 Covered Transactions**

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 participation in this transaction 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.



**Attachment D**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other

organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment E – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Bartlett & West, Inc.

**Project Owner (LPA):** City of Cameron, MO

**Project Name:** TEAP Study at Bob Griffin Road & US 36

**Project Number:** TEAP050

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

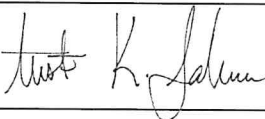
LPA

Consultant

Printed Name: \_\_\_\_\_

Printed Name: Austin Johnson

Signature: \_\_\_\_\_

Signature: 

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

Date: 11/16/2021



## MEMORANDUM

DATE: December 15, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of Lot 5A of Ashland Industrial Park Plat 1A site plan parcel ID# 21-900-00-02-005 to the City of Ashland Board of Aldermen.

Leslie Martin  
Administrative Assistant

RESOLUTION 12-21-2021

A RESOLUTION TO APPROVE THE SITE PLAN FOR LOT 5A OF ASHLAND INDUSTRIAL PARK PLAT 1A FOR SAMUEL EXCAVATING, INC.

ARTICLE 1. The City of Ashland requires approval by the Board of Aldermen for site plans submitted within an Airport Zoning District.

The Planning and Zoning recommends the approval of the site plan submitted for Lot 5A of Ashland Industrial Park Plat 1A for Samuel Excavating, Inc. as attached in Exhibit A.

Now, therefore be it resolved that the Board of Aldermen of the City of Ashland hereby approves the site plan for Lot 5A of Ashland Industrial Park Plat 1A for Samuel Excavating, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

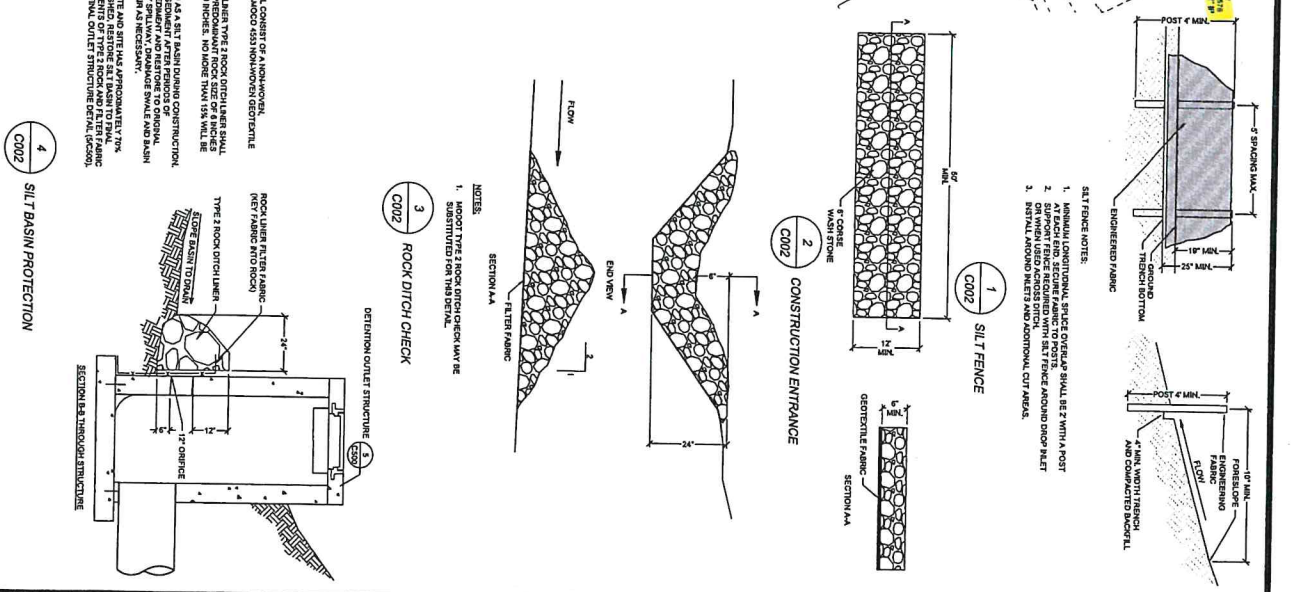
\_\_\_\_\_  
Richard Sullivan, Mayor

Attest:

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







**KEY NOTES**

- INSTALL SILT FENCE ALONG SLOPE, AT THE BASE OF SLOPE, DETAIL, 10000.
- INSTALL ROCK DITCH CHECK AT THE BASE OF SLOPE, DETAIL, 10000.
- INSTALL ROCK DITCH CHECK AT THE BASE OF SLOPE, DETAIL, 10000.
- INSTALL ROCK DITCH CHECK AT THE BASE OF SLOPE, DETAIL, 10000.

**SILT BASIN NOTES:**

- ROCK LINED FILTER FABRIC SHALL CONSIST OF A NONWOVEN FABRIC ON APPROVED SOIL.
- ROCK TO BE TYPE 3 ROCK DITCH LINES TYPE 3 ROCK DITCH LINES SHALL BE APPROXIMATELY 18 INCHES IN DIAMETER AND 18 INCHES LESS THAN 3 INCHES.
- DETENTION BASIN TO BE UTILIZED AS A SILT TRAP DURING CONSTRUCTION. DETENTION BASIN SHALL BE CHECKED FOR SEDIMENT AFTER PERIODS OF RAINFALL. CHECK EROSION CONTROL STRUCTURES FOR DAMAGE AND REPAIR AS NECESSARY.
- AFTER CONSTRUCTION IS COMPLETE AND SITE HAS APPROXIMATELY 75% DESIGN GRADE AND REMOVE EXCESS OF TYPE 3 ROCK AND FILTER FABRIC AT STRUCTURE FACE TO MATCH FINAL OUTLET STRUCTURE DETAIL, 10000.

**ROCK DITCH CHECK NOTES:**

- ROCK DITCH CHECK SHALL BE 3' ROCK DITCH CHECK LAY BE DETAIL, 10000.

**SILT BASIN PROTECTION**

11/7/2021  
 REVISIONS  
 REV. 01 11/02/2021  
 REV. 02 11/02/2021

**811**  
 CALL BEFORE YOU DIG  
 MISSOURI DEPARTMENT OF TRANSPORTATION  
 MISSOURI DIVISION OF HIGHWAYS

**SS&E**  
 SOILS, STRUCTURES & EROSION CONTROL  
 2121 N. W. 11th St.  
 P.O. Box 1140  
 Ashland, MO 64003  
 PHONE: (417) 683-1140  
 FAX: (417) 683-1141  
 EMAIL: info@ssandee.com  
 EXPIRES: OCTOBER 31, 2021

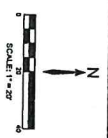
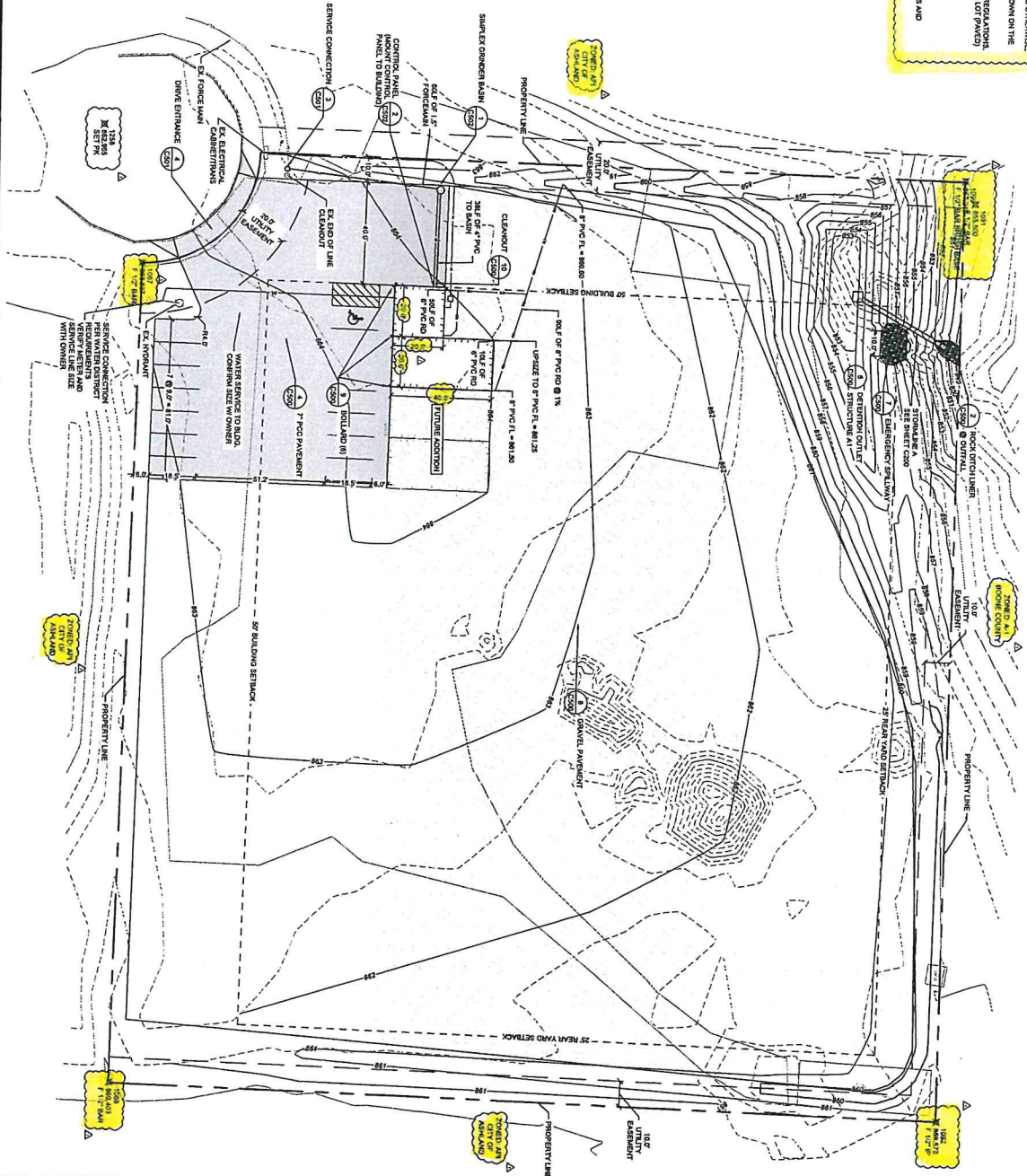
LET MANAGER AND ALL RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE CLIENT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT.

**SAMUEL EXCAVATING INC.**  
 LOT 5A OF ASHLAND INDUSTRIAL PARK PLAT 1A  
 ASHLAND, MO

ENGINEER: SAMUEL EXCAVATING INC.  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 11/02/2021  
 SHEET NO. 02 OF 08  
 EROSION CONTROL PLAN



- SITE UTILITY NOTES:**
1. LOCATION OF ALL SITE UTILITIES SHALL BE VERIFIED BY CONTRACTOR AND THE PROPRIETARY UTILITY COMPANY PROVIDING SERVICE.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TYP AND THE ONE'S REQUIRED.
  3. CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL UTILITIES WITH THE CORRESPONDING UTILITY COMPANY PROVIDING SERVICE.
  4. ALL PVC CONDUIT SHALL BE SCHEDULE 40 WITH LEAD SWEDGES ONLY (PER ILLINOIS RULES) AND CONTAIN ALL UNPERFORATED GROUNDING WIRES.
  5. ALL UNPERFORATED GROUNDING WIRES SHALL BE PLACED IN REDUCED FRICTION GROOVE UNLESS NOTED OTHERWISE.
  6. ALL UNPERFORATED GROUNDING WIRES SHALL BE PLACED IN REDUCED FRICTION GROOVE UNLESS NOTED OTHERWISE.
  7. ALL TRENCHING, SPILL LAYS, AND BACKFILLING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL TRENCHING SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY (ASTM D998).
  8. REFER TO MAP FOR EXACT SIZE AND LOCATION OF ALL UTILITY CONNECTIONS AT BUILDING.
  9. ALL PROPOSED SANITARY SEWER LINES ARE PRIVATE UNLESS OTHERWISE NOTED.
  10. SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND STANDARDS FOR THE CITY OF ASHLAND, MISSOURI.



**SAMUEL EXCAVATING INC.**  
 LOT 5A OF ASHLAND  
 INDUSTRIAL PARK PLAT 1A  
 ASHLAND, MO

OWNER: [Redacted]  
 DRAWN BY: [Redacted]  
 CHECKED BY: [Redacted]  
 DATE: 11/07/2021

PROJECT # [Redacted]  
 SHEET NO. 03 OF 08

11/07/2021  
 11/07/2021



MISSOURI STATE BOARD OF SURVEYORS  
 SAMUEL K. SMITH  
 LICENSE NO. 11702021  
 EXPIRES DECEMBER 31, 2021

MISSOURI STATE BOARD OF SURVEYORS  
 MISSOURI STATE BOARD OF SURVEYORS  
 MISSOURI STATE BOARD OF SURVEYORS

**LEGEND**

- DRAINAGE AREA BOUNDARY
- DRAINAGE AREA
- NET PAVED AREA

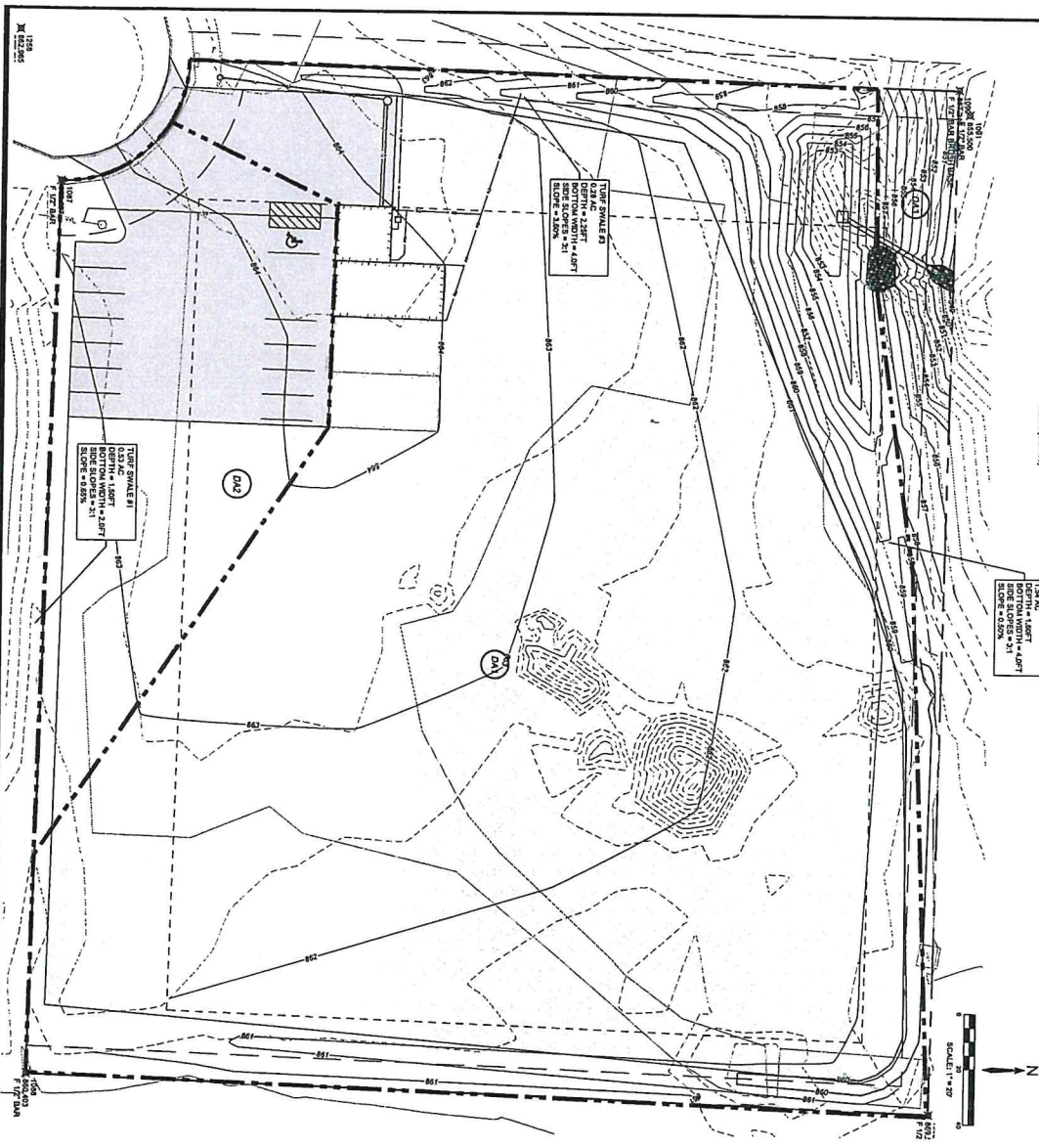
**NOTES:**  
 SEE TOWNMASTER REPORT FOR DRAINAGE AREA CALCULATIONS AND STORMWATER SCHEDULE.

**DRAINAGE AREA CALC.**

PRE-DEVELOPED:	22.2 AC (2.4 MI <sup>2</sup> )
POST DEVELOPER:	150 AC (16.4 MI <sup>2</sup> )
DA1 TO DETERMINER:	22.2 AC (2.4 MI <sup>2</sup> )
DA2 OFFSITE:	84.8 AC (9.4 MI <sup>2</sup> )
	157 AC (17.2 MI <sup>2</sup> )
	0.18 AC (0.02 MI <sup>2</sup> )
	0.12 AC (0.01 MI <sup>2</sup> )

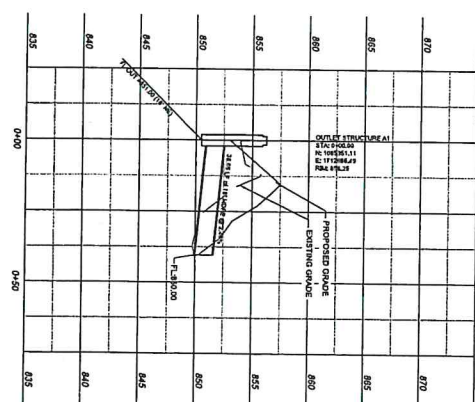
**STORMWATER SCHEDULE**

STORMWATER SCHEDULE	7.5 MI <sup>2</sup>	10 MI <sup>2</sup>	12.5 MI <sup>2</sup>	15 MI <sup>2</sup>	17.5 MI <sup>2</sup>
PRE-DEVELOPED:	1.5 MI <sup>2</sup>	2.0 MI <sup>2</sup>	2.5 MI <sup>2</sup>	3.0 MI <sup>2</sup>	3.5 MI <sup>2</sup>
POST DEVELOPED:	1.5 MI <sup>2</sup>	4.0 MI <sup>2</sup>	6.5 MI <sup>2</sup>	9.0 MI <sup>2</sup>	11.5 MI <sup>2</sup>



- NOTES:**
1. DISTURBED AREA IS ESTIMATED TO BE 2.73 ACRES.
  2. PROTECT DETENTION BASINS FROM SEDIMENT DEPOSITION DURING CONSTRUCTION AND DURING SITE REOPERATION IS REQUIRED.
  3. CONSTRUCTION SHALL PROVIDE STABILIZED STREAMBEDS FROM AREA FOR ANY ON-SITE PLANT MAINTENANCE DURING CONSTRUCTION TO BE DRAINAGE ON DRAINAGE CONTROL PLANT MAINTENANCE DURING CONSTRUCTION.
  4. IN ORDER TO TERMINATE A STATE OPERATING PERMIT, THE ASSOCIATED DEPARTMENT OF REVENUE SHALL BE NOTIFIED BY THE PERMITTEE. THE PERMITTEE SHALL COMPLETE FORM 100 (STATE OF MISSOURI) AND SUBMIT IT TO THE DEPARTMENT OF REVENUE. THE PERMITTEE SHALL ALSO COMPLETE FORM 100 (STATE OF MISSOURI) AND SUBMIT IT TO THE DEPARTMENT OF REVENUE. THE PERMITTEE SHALL ALSO COMPLETE FORM 100 (STATE OF MISSOURI) AND SUBMIT IT TO THE DEPARTMENT OF REVENUE. THE PERMITTEE SHALL ALSO COMPLETE FORM 100 (STATE OF MISSOURI) AND SUBMIT IT TO THE DEPARTMENT OF REVENUE.
  5. LAND DISTURBANCE SITES SHOULD BE INSPECTED ON A REGULAR SCHEDULE AND WITHIN 180 DAYS OF THE DATE OF THE PERMIT. THE PERMITTEE SHALL BE NOTIFIED BY THE DEPARTMENT OF REVENUE. THE PERMITTEE SHALL BE NOTIFIED BY THE DEPARTMENT OF REVENUE. THE PERMITTEE SHALL BE NOTIFIED BY THE DEPARTMENT OF REVENUE.
  6. FOR CALCULATIONS FOR BASIN OUTLET STRUCTURE SEE STORMWATER REPORT.

**STORM LINE A  
 DETENTION OUTLET  
 (PUBLIC STORM SEWER)**



**SAMUEL EXCAVATING INC.**  
 LOT 5A OF ASHLAND  
 INDUSTRIAL PARK PLAT 1A  
 ASHLAND, MO

11/07/2021

11/17/2021

11/17/2021

11/17/2021

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

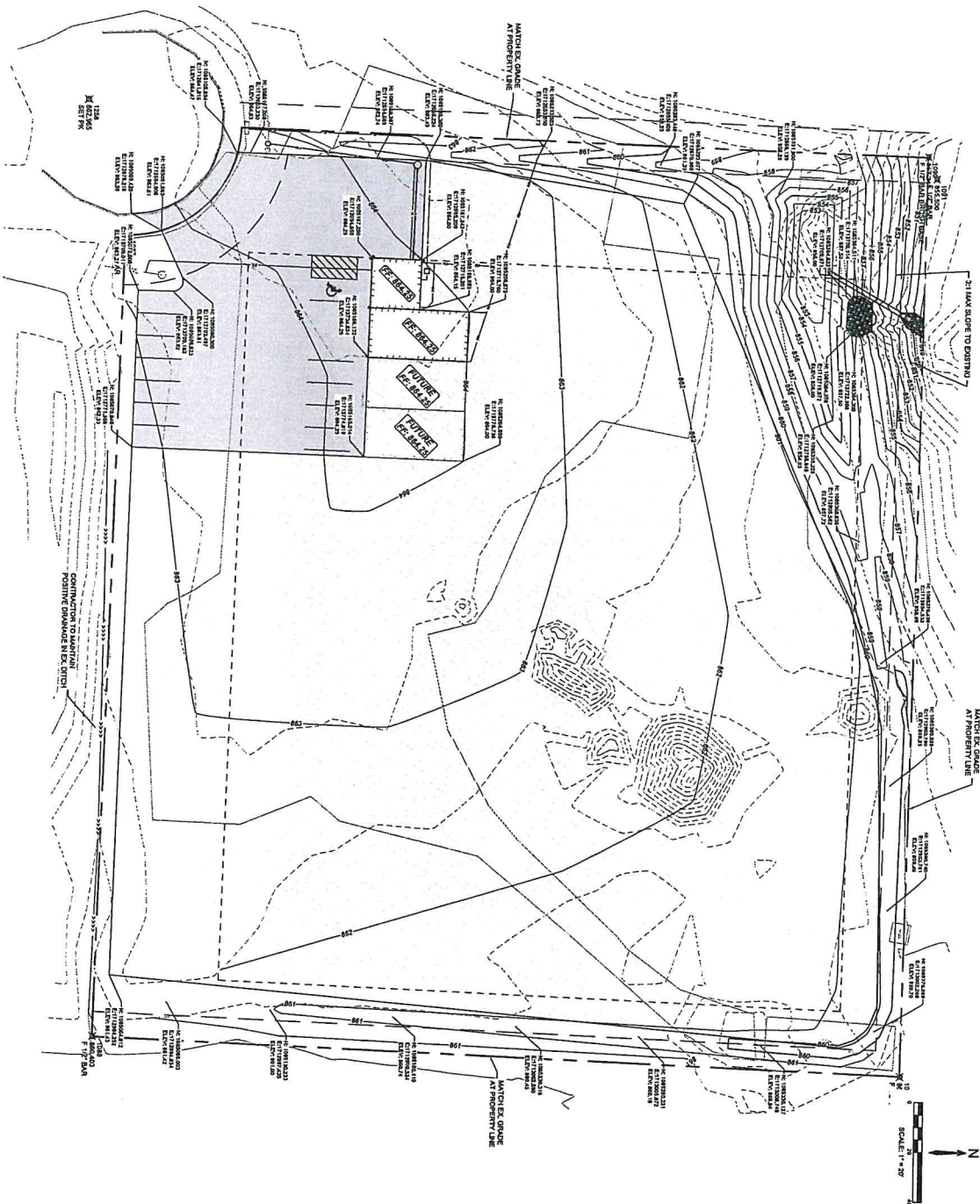
DATE: 11/17/2021

PROJECT: STORMWATER PLAN

SHEET NO. 04 OF 08

811  
 For more info  
 Call today!





EXISTING  
 2"=1'  
 05 of 08  
 SHEET NO.  
 GRADING PLAN  
 C300

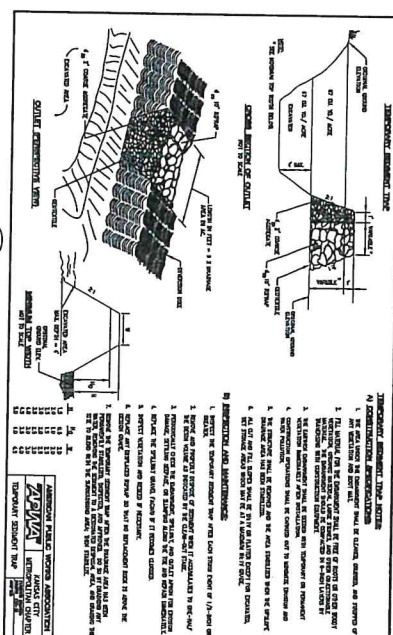
**SAMUEL EXCAVATING INC.**  
 LOT 5A OF ASHLAND  
 INDUSTRIAL PARK PLAT 1A  
 ASHLAND, MO

NO.	DESCRIPTION	DATE
1	AS-BUILT	11/7/2021
2	REV. AT 10/20/21	

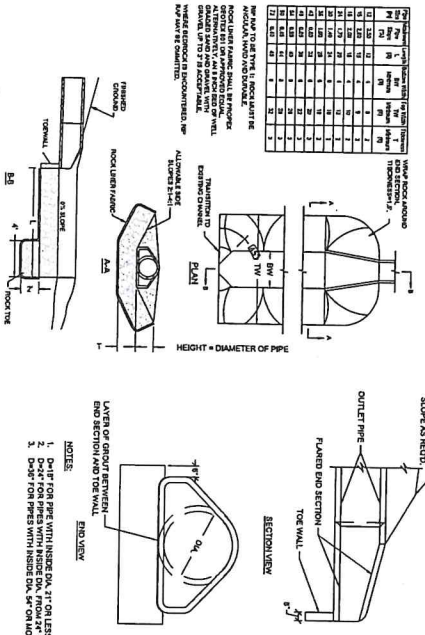
Kenneth K. Shaw  
 Professional Engineer  
 State of Missouri  
 No. 00001361  
 11/7/2021



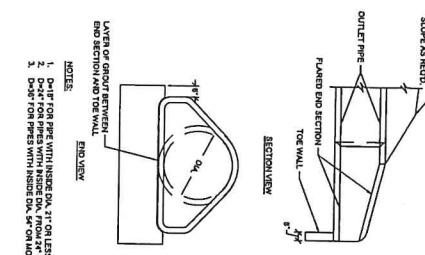
**SSI**  
 SURVEYING & ENGINEERING  
 2118 PARK AVENUE  
 ASHLAND, MO 64003  
 P 417.431.1144  
 F 417.431.1144  
 MISSOURI CERTIFICATE OF AUTHORITY NO.  
 0000000000000000000000000000000000  
 EXPIRES DECEMBER 31, 2021  
 THE FIRM IS NOT BE RESPONSIBLY  
 FOR ANY ERRORS OR OMISSIONS  
 THAT MAY BE MADE IN THE PREPARATION  
 OF ANY DOCUMENTS AND THE ENGINEERING  
 AND SURVEYING WORK SHALL BE SUBJECT TO  
 THE JUDICIAL OPINION OF THE BOARD OF  
 ENGINEERS AND SURVEYORS OF THE STATE  
 OF MISSOURI.  
 COPYRIGHT AND ALL RIGHTS ARE RESERVED BY  
 THIS FIRM. NO PART OF THIS DOCUMENT  
 OR ANY INFORMATION CONTAINED HEREIN  
 MAY BE REPRODUCED OR TRANSMITTED IN  
 ANY FORM OR BY ANY MEANS, WITHOUT  
 THE EXPRESS WRITTEN PERMISSION OF  
 THIS FIRM.



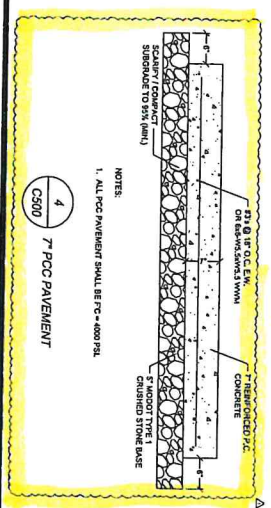
1 TEMPORARY SEDIMENT TRAP



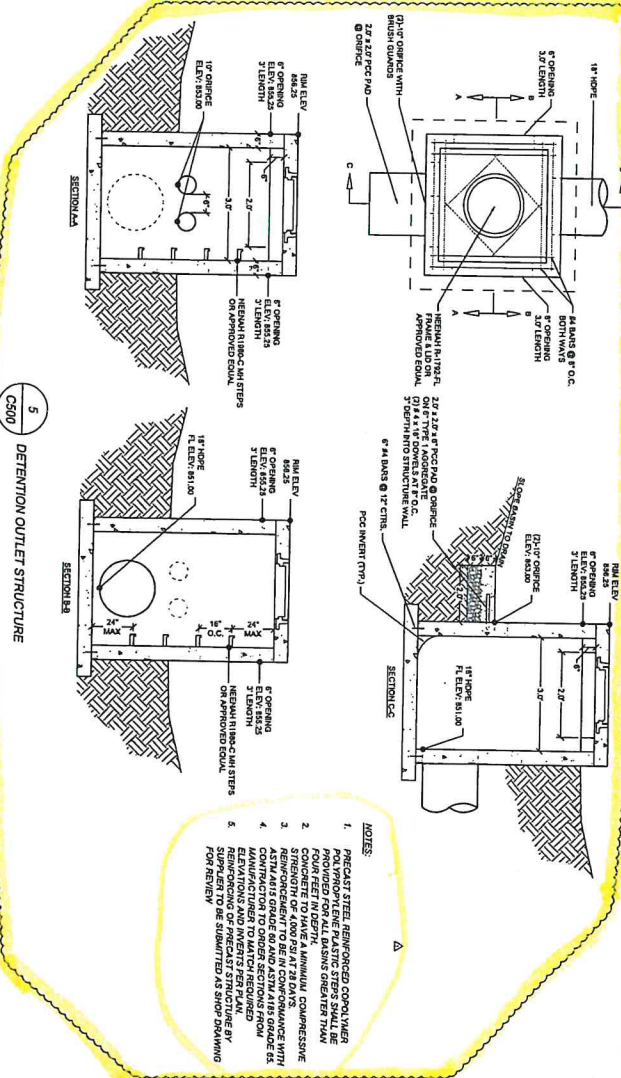
2 ROCK DITCH LINER @ OUTFALL



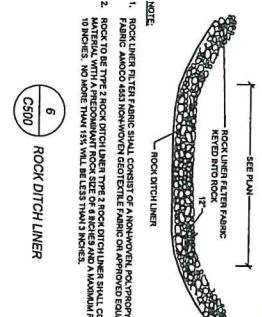
3 CMP FLARED END SECTION



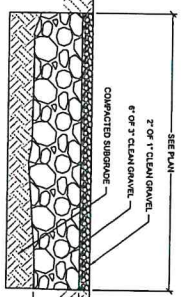
4 7\"/>



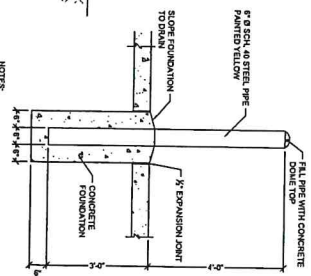
5 DETENTION OUTLET STRUCTURE



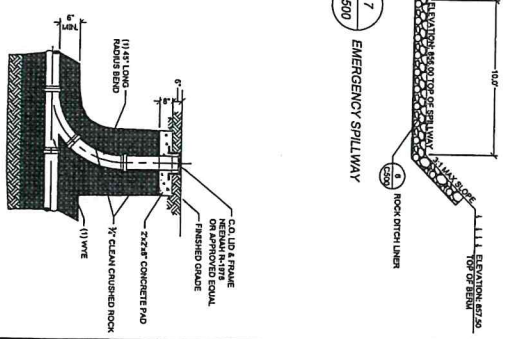
6 ROCK DITCH LINER



8 GRAVEL PAVEMENT



9 BOLLARD



7 EMERGENCY SPILLWAY

10 TYPICAL CLEANOUT

**SAMUEL EXCAVATING INC.**  
 LOT 5A OF ASHLAND  
 INDUSTRIAL PARK PLAT 1A  
 ASHLAND, MO

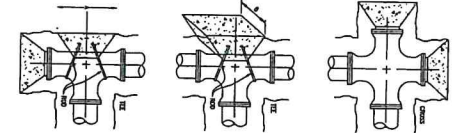
11/7/2021  
 11/07/2021

811  
 MISSOURI  
 STATE  
 DEPARTMENT OF  
 TRANSPORTATION

DRAWN BY: TMS  
 CHECKED BY: TMS  
 DATE: 11/07/2021  
 SHEET NO: 06 OF 08



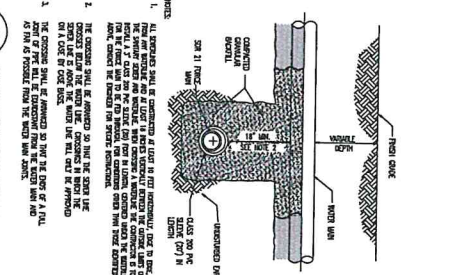
**1**  
CS07  
**HORIZONTAL TRUST BLOCK**



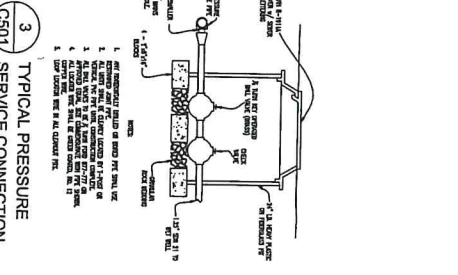
**TABLE 1**

SIZE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12" x 12" x 12"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
12" x 12" x 18"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
12" x 18" x 18"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
18" x 18" x 18"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
18" x 18" x 24"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
24" x 24" x 24"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
24" x 24" x 30"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
30" x 30" x 30"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
30" x 30" x 36"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
36" x 36" x 36"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
36" x 36" x 42"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
42" x 42" x 42"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
42" x 42" x 48"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
48" x 48" x 48"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
48" x 48" x 54"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
54" x 54" x 54"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
54" x 54" x 60"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
60" x 60" x 60"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
60" x 60" x 66"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
66" x 66" x 66"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
66" x 66" x 72"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
72" x 72" x 72"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
72" x 72" x 78"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
78" x 78" x 78"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
78" x 78" x 84"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
84" x 84" x 84"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
84" x 84" x 90"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
90" x 90" x 90"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
90" x 90" x 96"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
96" x 96" x 96"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
96" x 96" x 102"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
102" x 102" x 102"	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3

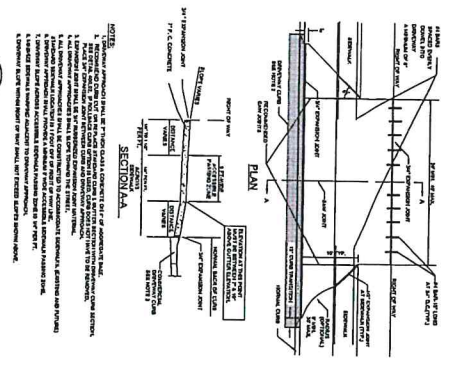
**2**  
CS07  
**PRESSURE SEWER AND WATER LINE CROSSING**



**3**  
CS07  
**TYPICAL PRESSURE SERVICE CONNECTION**



**4**  
CS07  
**DRIVE ENTRANCE**



**SAMUEL EXCAVATING INC.**  
 LOT 5A OF ASHLAND  
 INDUSTRIAL PARK PLAT 1A  
 ASHLAND, MO

DATE	11/07/2021
BY	KENNETH K. SIMON
FOR	ENGINEERING
PROJECT	INDUSTRIAL PARK PLAT 1A
JOB NO.	11/07/2021
REV.	BY DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

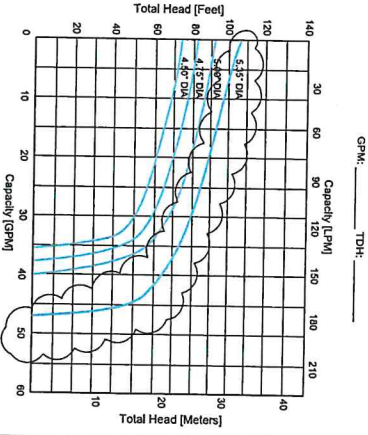
DRAWING BY: K.S.  
 CHECKED BY: M.S.  
 DATE: 11/07/21  
 SHEET NO.: 07 of 08  
 PROJECT NO.: 11/07/21

**SS&E**  
 SURVEYING & ENGINEERING  
 2119 MAIN AVENUE  
 CHARLETT, MISSISSIPPI 38924  
 (662) 835-1144  
 MISSISSIPPI LICENSE # 00002298  
 EXP. DEC. 31, 2021

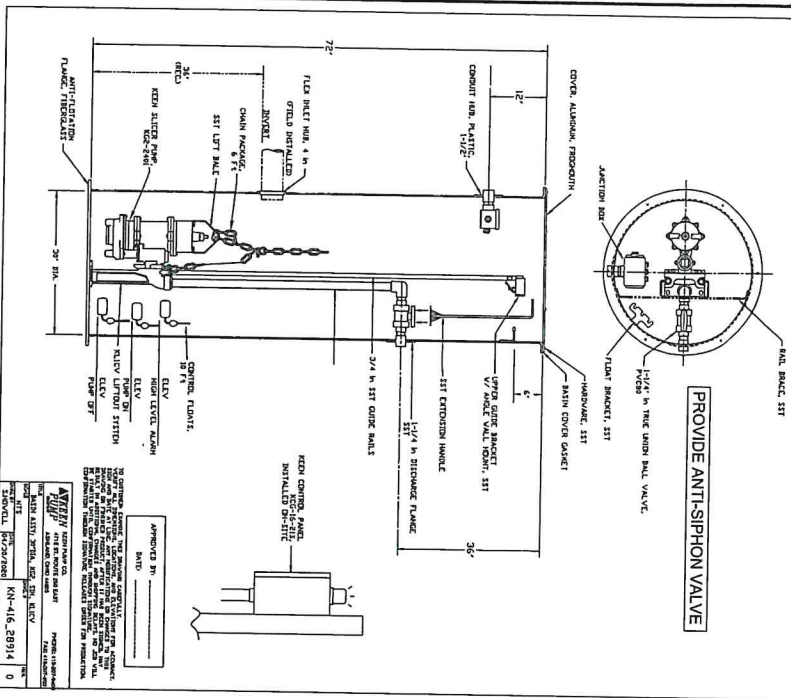




Pump Series	KG2	Section	GRINDER
Speed	3450 RPM	Date	MAR 2018
Discharge	2HP RECESSED ANTELLER (3.5" DIA)		
	1-1/4" STANDARD FLOW		

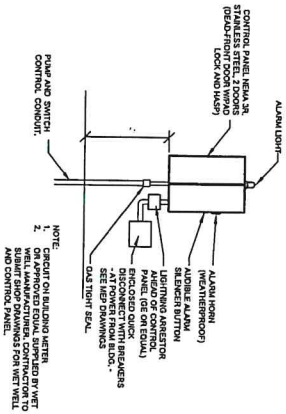


**PUMP SELECTION TO BE KG2-2301 2HP GRINDER PUMP, 230 VOLTS, SINGLE PHASE, NEC CODE G, 15.5 FULL AMP LOADS, 54.3 START AMPS, FULL LOAD KW = 3.72**

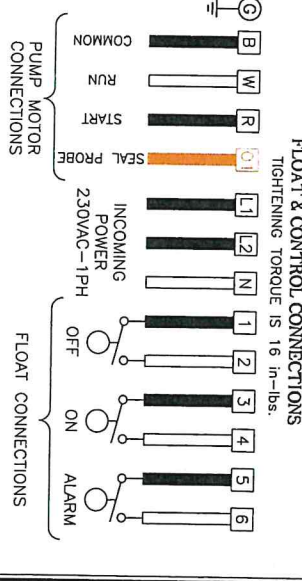
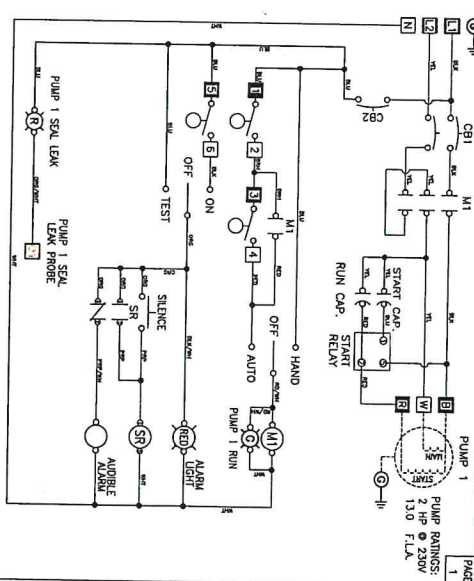


1 SIMPLEX BASIN  
C502

2 CONTROL PANEL  
C502



KCG-16-215  
PAGE 1



**SAMUEL EXCAVATING INC.**  
 LOT 5A OF ASHLAND  
 INDUSTRIAL PARK PLAT 1A  
 ASHLAND, MO

11/07/2021  
 11/7/2021  
 REVISIONS

DESIGNED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 11/7/2021

DRAWING NO: C502  
 SHEET NO: 08 of 08

**SS&E**  
 STRUCTURAL STEEL ERECTORS  
 1719 W. ASHLAND  
 ST. LOUIS, MO 63103  
 PHONE: 314.241.1444  
 FAX: 314.241.1444  
 WWW.SSE-STEEL.COM

ISSUED FOR THE PROJECT FOR THE CITY OF ST. LOUIS  
 11/07/2021

SEE THESE AND ALL OTHER RESPONSIBILITY FROM ALL PARTS TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS.

**Public Works Report**  
**Ashland Board of Aldermen Meeting**  
**12/21/2021**

**Completed/Current Projects**

- **Street Repairs/Maintenance**

- Roundabout Project
  - Roundabout is open and operational, with just a few items remaining until completion.
    - Striping is complete and most signage has been installed.
    - 2 light poles still need to be installed before all poles can be powered.
  - Project is estimated to be completed by end of December 2021.
- Russian Setter Project
  - Project is complete and roadway has been re-opened.
- Curb Repair Project
  - Due to lack of available funds, project must be postponed until May 2022.
- Red Tail Dr Speed Hump
  - Speed hump in 100 block of Red Tail Dr was removed on 12/6/21 due to extensive damage and a missing panel.
  - Preliminary research indicates that this area of Red Tail Dr is not an ideal location for a speed hump, as it has a low sight distance.
  - It is my recommendation that the speed hump not be reinstalled until further research can be conducted and a policy implemented to address such issues.

- **Storm Water Repairs/Maintenance**

- Billy Joe Sapp Dr Project
  - Junction and inlet boxes should be completed and delivered by end of December 2021.
  - Project anticipated to begin in January 2022, dependent on weather.
- Angel Ln Culvert Repair
  - A large culvert in the 7400 block of Angel Ln has begun to fail, causing erosion at the roadway edge.
  - Boone County Road and Bridge have agreed to assist APW staff with repairs.
  - East bound lane of Angel Ln has been closed until repairs can be completed.
  - Project scheduled to begin after Christmas holiday.

- **Park Improvements/Maintenance**

- Ballfield Remodel
  - Due to budget constraints, project will be completed during April/May 2022.

- **Sanitary Sewer**

- Attached Operations Report from Alliance Water Resources.



**REPORT OF OPERATIONS**

**Ashland, Missouri**

**Wastewater Treatment Plant**

**October 2021**

**Submitted by Alliance Water Resources, Inc.**



**OUR  
MISSION**

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

**Alliance Water Resources, Inc.**

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

**(573)874-8080**

**Administrative**

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

**Wastewater Treatment Plant**

- Operations, regular checks completed. Weekly E-coli sample ended until April 2022 per DNR guidelines.
- Quarterly MDNR Samples collected.
- Sludge pump A is scheduled for re-installation 12/20/21
- Sludge Press operational. Waiting on Biosolid test for proper landfill application to start weekly pressing.
- Monthly composite MDNR Samples collected and reported to MO DNR

**Lift Station/Sewer Collection System**

- Performed weekly lift station testing and routine checks.
- Assisted MRWA Bartlett and West with videoing sanitary lines.
- Approximately 132 locates completed in October from Mo 1 Call.
- Weekly maintenance and updating of lift stations. Includes pump rebuilds, panel switch replacement, and Mission Control upgrades.

**Project Updates**

Projects Listed for 2021-2022

- Crane for F450 cancelled. Purchase of new Tripod and winch system in progress.
- Rehabs Sewer Collection – camera work in progress. Waiting for results.
- Justin L.S – Not Started
- Peterson L.S – Not Started
- Lakeview L.S – Not Started
- Settlers L.S – completed.
- SCADA (Mission Control) - 4G upgrade in progress.
- UV Preplacement Items – HMI Ordered waiting on delivery.
- Upgrade Camera Equipment – Not Started
- Locator device – Tabled to find a more suitable option.


  
**Professional Water and Wastewater Operations**
  
**OPERATIONS REPORT – Ashland**

**Operations Budget Update**  
Month Ending October 2021.

Description	Budgeted	Actual
Repair Expense	\$10,000	\$18,821
Chemical Expense	5,000	\$817

**Safety**

- Safety meeting completed in October on Phishing and Malware

**Regulatory**

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

**Plant Operations (October Month)**

Parameter	Result	Limit
Daily Average Flow (Mgal)	2.04	N/A
Monthly Average Flow (Mgal)	1.12	N/A
Biochemical Oxygen Demand (mg/L)	6	Wkly 30 mg/L
Biochemical Oxygen Demand (mg/L)	6	Mthly 20 mg/L
Eff Total Suspended Solids (mg/L)	3	Wkly 30 mg/L
Eff Total Suspended Solids (mg/L)	3	Mthly 20 mg/L
pH Range	6.41-8.1	6.5 - 9.0
Dissolved Oxygen (DO) (Daily Min)	5.04	N/A
Dissolved Oxygen (DO) (Monthly Avg)	8.38	N/A
BOD % Removal	98	Min 85%
Suspended Solids % Removal	98	Min 85%
Ammonia mg/l	.3	Daily Max 3.6 mg/L
Ammonia mg/l	.3	Mthly Avg 1.0 mg/L
E-coli (7 Day geometric mean)	1030	1030
E-coli (30 Day geometric mean)	104	206

**Comments & Notes:**

Any Comments from Report listed here

**Service Call Summary**

Blockages Reported (Monthly)	<b>2</b>
Complaints/Investigations (Monthly)	<b>1</b>
Sanitary Sewer Overflows	<b>1</b>

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

Smoke Testing miles (Total 2021)	0
I & I identified (Total 2021)	31
Locates Completed (monthly)	132

**Concerns for the Month**

- Nothing to add