



**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
5275 West Red Tail Drive
(Southern Boone School District Administration Building)
Ashland, Missouri
7:00 p.m. Tuesday, September 01, 2020**

MEETING WILL ALSO BE STREAMED VIA ZOOM AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/85975948600?pwd=QkVjKzUxRFA3Tng4QWs4ai9WREVRUT09>

I. INTRODUCTORY ITEMS

Invocation
Pledge of Allegiance
Roll Call
Approval of Previous Minutes-August 18, 2020
Adjustment and approval of the Agenda

II. SPECIAL ITEMS

a. None

III. APPOINTMENTS TO BOARD AND COMMISSIONS

a. None

IV. SCHEDULED PUBLIC COMMENT

a. Justin & Lora Farrens-parking in Bluegrass Subdivision next to the speed hump

(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 HEARINGS

a. None

VI. INTRODUCTION AND FIRST READING

a. Council Bill No. 2020-033, An ordinance authorizing the Mayor to execute Addendum No. 1 to the agreement for engineering services with Allstate Consultants, LLC. for the mechanical wastewater treatment plant.

- b. Council Bill No. 2020-034, An ordinance approving a cooperative agreement with Southern Boone School District for school zone crosswalk enhancements.

VII. OLD BUSINESS

- a. Ordinance No. 1310, An ordinance recognizing Resolution 2020-01 of the Planning and Zoning Commission of the City of Ashland, Mo.
- b. Ordinance No. 1311, An ordinance approving the final Plat for Eagle Lakes Plat 5.
- c. Ordinance No. 1312, An ordinance to amend appendix A: Posted speed limits of Chapter 20, Traffic Code of the City of Ashland. (speed limit on South Main)

VIII. NEW BUSINESS

- a. A resolution authorizing the Mayor to execute the agreement for participation in the Missouri Main Street Connection Missouri Main Street Program
- b. A resolution to authorize the purchase of traffic control products
- c. A resolution authorizing the Mayor to execute the USTA Facility Services Grant application
- d. A resolution authorizing the Mayor to execute the proposal with Allstate Consultants for the Sarah Drive Bridge Replacement

IX. REPORTS

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

X. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF

XI. ADJOURNMENT

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

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

Posted: 8-28-2020 12:08pm
DJ

TUESDAY, AUGUST 18, 2020
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY THE BOARD

Mayor Sullivan called the regular meeting to order at 7:00 p.m. on August 18, 2020 at 5275 W. Red Tail Drive, Ashland, Mo.

Mayor Sullivan gave the invocation.

Mayor Sullivan led in the pledge of allegiance.

Mayor Sullivan called the roll:

Ward One: Leslie Martin-here, Bryan Bradford-here
Ward Two: Melissa Old-here, Stephanie Bell-here
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Darla Sapp, City Clerk, Jon Sanders, Deputy City Clerk/Treasurer, Jeffrey Kays, City Attorney (via zoom), Gabe Edwards, Police Chief (via zoom) and James Creel, Public Works Director.

Mayor Sullivan presented the minutes of August 04, 2020 & August 11, 2020 Board meeting for consideration. Alderman Bradford made motion and seconded by Alderman Sapp to approve the minutes as presented. Mayor Sullivan called for the vote. Motion carried.

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

Mayor Sullivan reported there are no scheduled public comments.

The City Clerk presented Council Bill No. 2020-030. Alderman Sapp made motion and seconded by Alderwoman Old to take up Council Bill No. 2020-030, an ordinance recognizing Resolution 2020-001 of the Planning and Zoning Commission of the City of Ashland. First reading by title only. Mayor Sullivan called for staff report. The City Clerk reported this is for the Comprehensive Plan. Alderman Sapp stated the Planning and Zoning Commission had a public hearing on this and Todd Streiler made a presentation on the Comprehensive Plan. He stated the Planning and Zoning Commission approved a Resolution to move forward with adopting the Comprehensive Plan and present it to the Board of Alderperson for consideration. Mayor Sullivan called for public comments. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Sapp-aye, Alderman Lewis-aye, Alderman Bradford-aye, Alderwoman Bell-aye, Alderwoman Martin-aye, Alderwoman Old-aye. Motion carried.

The City Clerk presented Council Bill No. 2020-031. Alderman Sapp made motion and seconded by Alderwoman Martin to take up Council Bill No. 2020-031, an ordinance approving the final plat for Eagle Lakes Plat 5. First reading by title only. Mayor Sullivan reported this is the two lots off Falcon Court the City has for sale. Mayor Sullivan called for staff comments. Mayor Sullivan called for questions or comments from the public. Robert Hurdle reported he has these lots under contract and discussed merging the two lots into one lot. He stated there was concern of the drainage easement between the two lots so they re-platted and placed the easement to include the creek. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Sapp-aye, Alderman Lewis-aye,

Alderman Bradford-aye, Alderwoman Bell-aye, Alderwoman Martin-aye, Alderwoman Old-aye. Motion carried.

The City Clerk presented Council Bill No. 2020-032. Alderman Sapp made motion and seconded by Alderwoman Martin to take up Council Bill No. 2020-032, an ordinance to amend appendix A: Posted speed limits of Chapter 20, Traffic Code of the City of Ashland. First reading by title only. Mayor Sullivan called for staff comments. Mayor Sullivan stated he has heard for months about increasing the speed limit on Main Street from Broadway to South Henry Clay Blvd. He stated this would increase the speed limit from 20 mph to 30 mph. Mayor Sullivan called for questions or comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderman Sapp questioned if the residents had been notified and what are their feelings on this? Mayor Sullivan stated that he had not contacted the residents. Alderwoman Old stated she has not contacted any residents on this. She stated she lives on this road and the speed limit was reduced because of the pedestrian concern since there were no sidewalks. The Board discussed the speed limit increase and said the consensus is that 20 mph is too slow. Alderman Lewis stated this is the first reading and residents have time to give their input. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Martin-aye, Alderwoman Bell-aye, Alderman Bradford-aye, Alderman Lewis-aye, Alderman Sapp-aye. Motion carried.

The City Clerk presented Ordinance No. 1308 for consideration. Alderman Sapp made motion and seconded by Alderman Lewis to take up Ordinance No. 1308, an ordinance establishing the property tax rate for the City of Ashland for the year 2020 and amending Chapter 5; Tax Rates: Appendix A-1 of the Ashland Municipal Code. Mayor Sullivan called for staff comments. Mayor Sullivan reported this rate would remain the same as last year. Mayor Sullivan called for public comments. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Martin-aye, Alderwoman Bell-aye, Alderman Bradford-aye, Alderman Lewis-aye, Alderman Sapp-aye. Motion carried.

The City Clerk presented Ordinance No. 1309 for consideration. Alderman Sapp made motion and seconded by Alderman Old to take up Ordinance No. 1309, an ordinance authorizing the Mayor to execute a subdivision warranty agreement for Liberty Point Plat 1. Mayor Sullivan called for the staff report. The City Clerk reported this is located off Liberty Landing Subdivision. Mayor Sullivan called for public comments. Mayor Sullivan called for comments and questions from the Board. Alderman Sapp deferred to the Public Works Director James Creel. James Creel reported that Shelby Sapp Construction did this and there are no deficiencies found. Mayor Sullivan called for the vote. Alderwoman Old-aye, Alderwoman Martin-aye, Alderwoman Bell-aye, Alderman Bradford-aye, Alderman Lewis-aye, Alderman Sapp-aye. Motion carried.

Mayor Sullivan stated the next item on the agenda is consideration of ending the for sale listing of the recycle lot at Bass and Redbud Lane. Alderman Bradford made motion and seconded by Alderman Sapp to consider ending the for sale listing of the city recycle lot off Bass and Redbud Lane. Mayor Sullivan stated Tony St. Romaine talked about this at the last meeting. He stated when they did the Main Street presentation that lot stuck out has having potential for development of the downtown district. He stated we have had not offers on the lot and they felt it was more valuable to us to retain the lot for now. The Board discussed possible uses for the lot, signage needed to deter illegal dumping and littering and the possibility of roping the lot off. Mayor Sullivan called for the vote. Alderman Lewis-aye, Alderman Bradford-aye, Alderwoman Bell-aye, Alderwoman Martin-aye, Alderwoman Old-aye. Motion carried.

Mayor Sullivan reported the next item on the agenda was to discuss/review Section 20.1320 Parking of unattended or unattached trailers and Section 20.1325 Parking trucks, trailers, etc. restricted in residential areas. Mayor Sullivan gave a background of this issue being from a job site on Red Tail Drive with the trailer parked backwards had expired plates and was partially blocking driveway. He stated the parking

ticket and costs was discussed at the last meeting with Chief Edwards and they discussed giving a grace period of one year. Mayor Sullivan stated we need to think about the grace period. He opened up to allow the public to speak.

Chad Martin resident at 2509 Hwy MM stated if the City is going to stand on an ordinance they also need to understand to enforce it for everyone. He stated in construction they have a trash receptacle or dump trailer to collect trash during construction. He stated when it rains or winter they would be stuck in the mud and string mud in the streets. He stated the contractor's and sub-contractor has more than one trailer and it is not possible to have it hooked up to a vehicle. He stated he realizes it is complaint driven but thinks there a lot more to think about. He asked they make this exception and adaptable to subdivisions under construction.

Brett Martin resident at 407 Ash Street stated he is a subcontractor and said they have to drop off equipment and haul dirt to and from the site. He stated they have to leave a trailer there and asked this be taken into consideration.

Mayor Sullivan stated we have to come up with a solution. He stated he understands what the contractors are saying but we have to enforce it fairly in all subdivisions. He stated the existing code needs to be modified. The Board discussed this at length and the consensus was to research this further and come back with revision to the code.

Chief Edwards stated this is a hot topic and mainly relates to construction trailers. He suggested when the contractor gets a building permit a variance begins and sunsets when an occupancy permit is given.

Alderman Sapp made motion and seconded by Alderman Bradford to repeal both sections of the code.

The City Clerk reported this would require a Council Bill to repeal.

Alderwoman Bell stated she felt we needed to look at options for this instead of repealing the sections of the code.

Alderman Sapp withdrew his motion.

Mayor Sullivan stated we need to take a serious look ordinance and consider all aspects.

Mayor Sullivan discussed the grace period of one year being too long and he suggested a 90 days. The Board discussed this and felt a six-month time frame would allow time to work through this.

Mayor's Report:

Mayor Sullivan gave an overview of the public meeting on Red Tail Drive and the parking around the speed bump. He discussed the street width and our ordinance stating no parking on either side of the road. He stated Tony St. Romaine suggested a traffic study be done in that area. Alderwoman Old commented the residents were in favor we look at the subdivision overall and be consistent. Mayor Sullivan stated we need to research this and make a decision and how we want to proceed.

Mayor Sullivan reported the School Board voted in favor of the matching funds guarantee representing 70% of the financial gap for the Ranken project last night.

Mayor Sullivan discussed the lift station at 550 Sue Drive and the need for the easement.

He reported he received a complaint of no silt fence at 431 Jameson Drive.

Mayor Sullivan stated they are working on alternatives for a new City Hall. He stated they would be gathering more information on this to present to the Board.

City Administrator's Report:

Tony St. Romaine was not in attendance.

City Attorney's Report:

Jeff Kays no report.

Public Works Director Monthly report.

James Creel, Public Works Director reported he has a full staff and his employee started yesterday. He updated the Board on street repairs and stormwater projects. He stated they continue to maintain the park and he realized the infield has gotten away from them so they had to spray that. He informed the Board the tennis court grant is in the final phases and they are resubmitting the Lions Club grant. He reported the fencing at the new recycle lot should be completed soon and the opened by August 31, 2020. He informed the Board he is working on bids for salt for the winter. He stated the round a bout should be opened Thursday pending Ameren getting the lights working. James Creel gave an update on Sarah Drive bridge replacement and he is in the process of getting bids for mill and overlay. They are also working on light enhancement in the school zone. Alderman Bradford reported Watson Court needs gravel on it. Alderman Lewis stated Cottonwood and Dogwood was getting rough with chunks of concrete missing out of the street.

City Treasurer report:

Jon Sanders, City Treasurer reported he included a budget report and sales tax report and stated we are up 18 percent in sales tax from last year. He stated they have received the audit for 2020 and will distribute at the next meeting. He gave a handout of property tax rates and assessed values of other communities. Alderwoman Bell was wanting to see how much new construction other communities had and using this as an economic development number.

Board of Aldermen's Reports:

Alderman Bradford reported he attended the MML conference and stated it was excellent.

Alderwoman Old stated the training was good. She reported she attended the Park Board meeting and they did cancel the fall festival. She informed the Board that she heard feedback from the speed bump meeting and they were concerned we talked too much instead of listening to them and residents talking about other topics.

Alderwoman Martin stated she attended the MML virtual conference and it was very informational.

Alderman Lewis asked that we get feedback from the contractors when we are in the process of tweaking the parking of unattached trailer ordinance and see what works best so we can get it incorporated in the code revision.

Alderman Sapp stated he attended the virtual elected officials training and it is always amazing. He asked when we are in the bidding process that we make sure we have the verbiage in it to accept the lowest and best bid. He said it keeps it open and if there is a contractor that is not competent, we do not have to take the lowest bid. In addition, he stated he does not recall the last time we renewed some contracts, such as the wastewater and lawn disposal contracts.

Mayor Sullivan called for general comments by public, aldermen and staff.

Phillip Rehkop resident at 504 Kristi Lane stated he received a parking warning ticket in front of his house. He stated he was at home the Officer could have stopped at his house and talked to him. He stated he has lived in that house for eight years and has never received a warning or ticket. Mayor Sullivan stated they would be issuing warnings for six months and would look into the code reference his situation. Mr. Rehkop stated there used to be stop sign in his front yard and felt the stop sign should be put back up since it has become a drag strip with speeders on the roadway.

Mayor Sullivan called for the adjournment.

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

Darla Sapp, City Clerk

Richard Sullivan, Mayor

Darla Sapp

From: Lora Newman <lkay83@hotmail.com>
Sent: Monday, August 24, 2020 11:08 AM
To: Darla Sapp
Subject: 9/1 Meeting

We would like to request time to speak at the meeting on 9/1 in regards to parking in Bluegrass subdivision next to the speed hump.

Thanks—

Justin and Lora Farrens

Sent from my iPhone



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: Sept 1, 2020

Re: Wastewater Treatment Plant: Final Engineering & Inspection Fees for Allstate Consultants

EXECUTIVE SUMMARY: The City was notified earlier this year that there would be additional expenses from Allstate Consultants as a result of the extension of the Wastewater Treatment Plant project. The additional fees totaled \$68,000.

DISCUSSION: Due to the lack of cost detail associated with the request, additional clarification was requested. A copy of the letter from Allstate dated August 21, 2020 has been included with this item to justify the additional expenses.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$68,000. Sewer Utility Funds are available to cover this additional cost.

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Should the Board of Aldermen agree that the expenses are warranted, staff recommends that final payment be authorized to Allstate to include this request for additional funds.

COUNCIL BILL NO. 2020-033

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH ALLSTATE CONSULTANTS LLC. FOR THE MECHANICAL WASTEWATER TREATMENT PLANT

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

The Mayor of the City of Ashland is hereby authorized to execute addendum No. 1 to the agreement dated October 23rd, 2017 on behalf of the City of Ashland for Engineering Services, a copy of which is attached hereto, with Allstate Consultants of Columbia, Missouri, to furnish advice, consultation and assistance in the design, construction and initial operation of a wastewater treatment facility system for the City for Ashland, Missouri. A memo outlining the additional compensation for services and addendum no. 1 is attached and made part of this agreement.

Passed by the Board of Aldermen of the City of Ashland, Missouri on this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

Engineering Our Community

August 21, 2020



Tony St. Romaine
109 E. Broadway
Ashland, MO 65010

Re: Ashland, Missouri
Wastewater Treatment Facility
Final Engineering and Construction Inspection Fees

Dear Tony:

This summary is intended to provide additional data and information in regard to our invoice of professional fees that was submitted April 2, 2020 as part of our final proposed billing.

Allstate Consultants provided complete designs, construction services, and right-of-way services on this project and the Airport pump station and force main. Our current engineering services agreement is attached for your files and reference.

Through the process we helped the City obtain more grant funds - \$500,000 CDBG and the \$1.5 mil private funds. The regional pump station project came in greatly below the budget. As part of this budget revision, Allstate was asked to lower our hourly construction inspection and engineering budgets by Gene Rhohr and George Campbell. We executed the attached agreement with the attached revised budgets, but agreed that additional items requested or directed by the city would be billed hourly per Section E of the attached agreement. We lowered our budgets that were only estimates at that time, by approximately \$200,000. This assisted in expanding the budget for the wastewater treatment facility construction and increasing contingencies until needs were known as WWTP construction progressed.

Extra work that was requested, directed or required is summarized below for your records:

1. **Easements:** The City was going to get easements from CL Richardson for electric and soil excavation. The City was not able to get these easements, so we had redesign work required after plans were completed and permitted by the City.
2. **Electric Power:** At the request of the City we worked with Ameren early on during the design process to accommodate their needs and requirements. The City was then told they would have to pay from \$50,000 up to \$93,000 by Ameren and the Mayor requested that Allstate attempt to mitigate this cost after the plans were already approved. After bid, Ameren was going to charge the City additional money for new electric service. We had several meetings with Ameren and Allstate showed them their own guidance where the costs should be limited based upon electric use. Ameren's staff did not agree with it, but it was in their own guidance. Lyn Woolford got involved and made changes to our site plans with Ameren without our knowledge or approval. We were not consulted by Lyn and he authorized modifications to approved WWTP drawings. The headworks site plan was affected by the electric service changes, so we had to redesign the

headworks, force main and water main to accommodate Lyn's directed changes. The contractor requested moving the 6" force main from where we showed to get it away from the main construction area so it would be out of the way and would not be damaged. On the south side of the property, Ameren installed a new pole that interfered with the location of the force main and water line, so we spent time adjusting the plan view utility alignments. We also had to adjust locations to storm piping and entrance on the south side. The roadway was adjusted as well. This was all completed after plans were final, approved and permitted by the City. To our knowledge, the city did not have to pay excess funds to Ameren.

3. **Value Engineering:** After bidding, the city requested new changes to the building design to save money and construct new alternates, which impacted other items on plan sheets which had to be redesigned and approved by MDNR.
4. **Other Items Requested by the City in Addition to Basic Designs:** The City requested changes to the roadway design, designed maintenance building, and fence as well as other site items requested by the City which were in addition to approved plans.
5. **Start-Up:** Start-up went reasonably well but then the solids from the lagoon did upset the new wastewater treatment plant which took additional time for our staff. This was requested by the City and supervised by the city's operator.
6. **Covid:** We could not meet with the City about this final billings for professional services. We usually always wait until the end to make sure all other items are worked out with the Contractor funding agency and City before issuing our final billings as additional services to the original contract.
7. **Time:** Contractor went over time in-part due to bad weather last year, Covid, and other factors. It took additional time for our staff along with these delays.
8. **Concrete:** The Contractor requested to strip concrete forms the day following the pours, which was requested to make up for lost weather time in good faith. We spent time in review of guidance and then on site observing and monitoring the concrete temperature to document the concrete did not freeze, as well as other time saving measures.

Please note in the attached contract that on page 8, Section E – Special Provisions and All additional engineering services authorized or directed by the Owner will be billed hourly. Our April 3, 2020 billing is intended to comply with this provision.

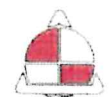
There may be other miscellaneous items, but the above are the basic reasons for the increase in costs.

Please call if you have any questions.

Sincerely,



Cary D. Sayre, PE
Allstate Consultants LLC
Enclosures



ALLSTATE
CONSULTANTS

3312 LeMone Industrial Blvd.
Columbia, MO 65201
Phone (573) 875-8799
Fax: (573) 875-8850
E-Mail: allstate@allstateconsultants.net



MEMO

TO: Tony St. Romaine, City Administrator – Ashland, Missouri
FROM: Chad Sayre, P.E.
DATE: April 2, 2020
CC:
RE: Wastewater Treatment Facility Improvements – Ashland, Missouri

Mr. St. Romaine:

Allstate Consultants formally requests additional compensation for services for the Wastewater Treatment Facility Improvements project. Attached is the proposed Addendum No. 1 to the Agreement for Engineering Services. The following is a summary of the amounts we are requesting:

Construction Engineering and Staking	\$25,000.00
Construction Observation	<u>\$43,000.00</u>
Total	\$68,000.00

Please note that the requested amount covers costs we have incurred since our last billing, which was in November 2019. The cost also includes an additional \$15,000.00 to provide services to final construction completion as well as post construction phase, such as assistance with treatment facility operations and monitoring.

The project was originally scheduled to be complete by December 2019. However, due to delays such as weather, construction is anticipated to be complete by April 30, 2020.

We request you present the Addendum at the next Board meeting for review and discussion. Please let us know if you would like to meet or phone conference to discuss this request prior to the next Board meeting.

Thank you and please advise if you have any questions or concerns.

Allstate Consultants LLC

Chad Sayre, P.E

**ADDENDUM NO. 1
TO AGREEMENT FOR ENGINEERING SERVICES
THE CITY OF ASHLAND, MISSOURI
AND
ALLSTATE CONSULTANTS LLC**

AN ADDENDUM, dated the _____ day of _____, 20____ to the Agreement for Engineering Services for Wastewater Treatment Facility Improvements – Ashland, Missouri, dated the 23th day of October, 2017, by and between the City of Ashland, Missouri, hereinafter called "Owner" and Allstate Consultants LLC hereinafter called the "Engineer" for:

Compensation for Additional Construction Engineering, Construction Staking, and Construction Observation Services (Section C)

1. The following totals for additional services shall be considered "not-to-exceed" allowances. These amounts may be amended if authorized by the Owner and agreed to by both parties.
2. These services will be invoiced monthly, on an hourly basis, as they are completed. The Owner shall remit payment with 30 days of receipt of the invoice.

Additional Services

Construction Engineering & Staking	\$25,000.00
Construction Observation	<u>\$43,000.00</u>

Total for Additional Services (Section C): \$68,000.00

OWNER:

CITY OF ASHLAND, MISSOURI

Gene Rhorer, Mayor

ATTEST:

Darla Sapp, City Clerk

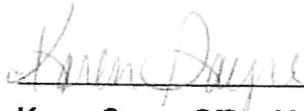
ENGINEER:

ALLSTATE CONSULTANTS LLC



Chad W. Sayre, PE, Vice-President

ATTEST:



Karan Sayre, Office Manager

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 23rd day of October, 20 07, by and between

City of Ashland, Missouri, hereafter referred to as the OWNER,
and Allstate Consultants LLC hereinafter referred to as the ENGINEER:

The OWNER intends to construct:

Wastewater Treatment Facility Improvements

in Boone County, State of Missouri, which may be paid for in part with financial assistance from the United States of America and/or the State of Missouri, acting through the appropriate FUNDING AGENCY and for which the ENGINEER agrees to perform the various professional services for the design and construction of said system. Funding agencies include, but are not limited to, the following: United States Department of Agriculture – Rural Development (USDA-RD), Missouri Department of Natural Resources – State Revolving Fund (MDNR-SRF), and Missouri Department of Economic Development – Community Development Block Grant (DED-CDBG).

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary engineering report following funding agency instructions and guides. The OWNER will receive progress reports from the ENGINEER regarding the completion of preliminary services. These service are to be completed in a reasonable time.
2. The ENGINEER will furnish copies of the preliminary engineering report, and layout maps to the OWNER.
3. The ENGINEER will attend conferences with the OWNER, FUNDING AGENCY representatives, or other interested parties as may be reasonably necessary.
4. After the preliminary engineering report has been reviewed and approved by the OWNER and by the funding agency and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final

design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said exploration without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

5. The contract documents furnished by the Engineer under Section A-4 shall utilize FUNDING AGENCY endorsed construction contract documents. All of these documents shall be subject to funding agency approval.
6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
7. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER 6 sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
8. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
9. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
10. The ENGINEER will review and approve, for conformance with the drawings and specifications, any necessary shop and working drawings furnished by the contractor.
11. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
12. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.

13. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming to the drawings and specifications.
14. Unless otherwise agreed, the resident inspector will be provided by the ENGINEER. The ENGINEER'S undertaking hereunder shall not relieve the contractor of the contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. In cases where the OWNER provides resident construction inspections, the ENGINEER will provide guidance to the OWNER'S resident inspector. The compensation for guidance of the OWNER'S resident inspector is included in the compensation under SECTION B. Qualifications and selection of the resident inspector shall be subject to the recommendations/acceptance of the ENGINEER and the concurrence of the FUNDING AGENCY, if required.
15. The ENGINEER will cooperate and work closely with FUNDING AGENCY representatives.
16. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, FUNDING AGENCY, and others on a timely basis.
18. The ENGINEER will make final review prior to the issuance of the statement of completion of all construction and submit a written report to the OWNER and FUNDING AGENCY. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
19. The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records, provided by the contractor during construction, and will be reviewed by the resident inspector taking into account the resident inspector's construction data.
20. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in preparation.
21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of completion.
22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all

claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.

23. Upon written authorization from the OWNER, FUNDING AGENCY obligation, and an approved bond election, the ENGINEER will complete final plans, specifications and contract documents in a reasonable time. The OWNER will receive monthly progress reports from the ENGINEER regarding the completion of the plans, specifications and contract documents.
24. Then Engineer will conduct and handle all consultations, communications and negotiations between any contractor and the OWNER pertaining to the design, methods, materials, construction, inspection, payment and approval of the construction project.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of
_____ Dollars
(\$ _____) to be paid after review and approval of the preliminary engineering report by the OWNER and appropriate State Agency.
2. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of : (Select (a) or (b))
 - (a) _____ Dollars
(\$ 55,000.00) or
 - (b) As shown in SECTION E

When SECTION E is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.

 - (c) Compensation under Item 2(a) shall not exceed the amount when compared with Compensation under 2(b).
3. The compensation for preliminary engineering report, design and contract administration services shall be payable as follows:
 - (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1 and 2, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by the OWNER and the FUNDING AGENCY.

Loan and/or grant funds will not be available for eligible engineering costs until the loan and/or grant closing date. If interim payments for compensation are agreed to by the OWNER and the ENGINEER before loan and/or grant closing, such payments shall be the responsibility of the OWNER. Interim payments can be reimbursed by the FUNDING AGENCY provided they represent an eligible engineering cost and funds are available for payment.

- (b) A sum which together with the compensation provided in Section B 3(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
 - (c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in the amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five percent (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-21 hereof.
- 4. No deduction shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages, or other amounts withheld from payment to contractors.
 - 5. If financing is not accomplished or for any reason the project is abandoned, the OWNER and the ENGINEER agree to negotiate a settlement as permitted by law.

SECTION C – COMPENSATION FOR RESIDENT INSPECTION, CONSTRUCTION ENGINEERING, AND CONSTRUCTION STAKING AS SET FORTH IN SECTION A

- 1. The OWNER shall compensate the ENGINEER for construction engineering and staking services in the amount of :

Sixty-Five Thousand and 00/100 Dollars

(\$ 65,000.00)

- 2. The OWNER shall compensate the ENGINEER for resident inspection and construction observation services in the amount of :

Two Hundred Twenty-Five Thousand and 00/100 Dollars

(\$ 225,000.00)

- 3. When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit documentation showing the total dollar amount that reflects and details out the hourly amount plus any expense the ENGINEER would incur for resident inspection for the project

and a resume of the resident inspector's qualifications, anticipated duties and responsibilities. Both the total dollar amount and the resume will be subject to the approval by the OWNER and FUNDING AGENCY.

4. Once each month, the ENGINEER will render an itemized bill to the OWNER properly documenting the expenses for such services. The itemized bill will include services performed during the previous month and will be due and payable by the OWNER to the ENGINEER within 30 days from the date the bill is rendered.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following serviced may be provided to the OWNER. Payment for the services in this SECTION D shall be as authorized by the OWNER. The ENGINEER will render to the OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such periods, the same to be due and payable by OWNER to the ENGINEER within 30 days from the date the bill is rendered.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well test, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and FUNDING AGENCY, except redesigns to reduce the project cost to within the funds available.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental reports or environmental impact statements.
8. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section C.
9. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required. The dollar amount for this service will be determined after construction bidding and agreed to by the OWNER, ENGINEER, and FUNDING AGENCY.
10. Extra costs for contract administration engineering services, beyond the contractor's completion time, may be allowed upon justification from the ENGINEER.

11. The OWNER hereby agrees and authorizes the ENGINEER to perform the following additional engineering services:

- (a) The OWNER shall compensate the ENGINEER for construction testing services in the amount of :

Forty Thousand and 00/100 Dollars

(\$ 40,000.00)

- (b) The OWNER shall compensate the ENGINEER for antidegradation and stream assessment services in the amount of :

Twenty-Five Thousand and 00/100 Dollars

(\$ 25,000.00)

- (c) The OWNER shall compensate the ENGINEER for _____ services in the amount of :

_____ Dollars

(\$ _____)

- (d) The OWNER shall compensate the ENGINEER for _____ services in the amount of :

_____ Dollars

(\$ _____)

- (e) The OWNER shall compensate the ENGINEER for _____ services in the amount of :

_____ Dollars

(\$ _____)

- (f) Notes/Comments:

SECTION E - SPECIAL PROVISIONS

Special provisions, Attachment 1, to the Agreement for Engineering Services has been attached hereto and is incorporated as a basic integral part of this Agreement for Engineering Services.

Notes/Comments:

All additional engineering services authorized or directed by the OWNER will be billed hourly under special provisions and outlined in Attachment 1.

For hourly rates see Attachment 2.

SECTION F – TOTAL COMPENSATION FOR ENGINEERING SERVICES AS SET FORTH IN SECTIONS B THROUGH E

The OWNER shall compensate the ENGINEER for engineering services (total of Sections B through E) in the amount of :

Four Hundred Ten Thousand and 00/100 Dollars

(\$ 410,000.00)

SECTION G - INTEREST ON UNPAID SUMS

If the OWNER fails to make any payment due to the ENGINEER within 60 days of receipt of properly documented invoice for services and expenses, then the ENGINEER shall be entitled to interest at the rate of eight percent (8 %) per annum from said 60th day, not to exceed an annual rate of twelve percent (12%). If an interest rate is not specified in the blanks above, and there is an interest rate to be charged, it will be in compliance with RSMo 408.020.

SECTION H - ACKNOWLEDGEMENT OF AGREEMENT

1. This Agreement may be signed by the OWNER and the ENGINEER, without FUNDING AGENCY approval, for services provided in Section A through E.
2. Approval by the FUNDING AGENCY shall in no way commit the FUNDING AGENCY to render financial assistance to the OWNER and is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the FUNDING AGENCY.
3. This Agreement may be terminated by either party, without FUNDING AGENCY approval, by thirty days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of other than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: City of Ashland, Missouri
By [Signature]
Type Name Gene Rhorer
Title Mayor
Date 10-23-17

(SEAL)

ATTEST [Signature]
Type Name Darla Sapp
Title City Clerk

ENGINEER: Allstate Consultants LLC
By [Signature]
Type Name Chad W. Sayre, P.E.
Title Vice President
Date 10/23/2017

(SEAL)

ATTEST [Signature]
Type Name Karen Sayre
Title Office Manager

ATTACHMENT 1
SPECIAL PROVISIONS

Notes/Comments:



**ALLSTATE
CONSULTANTS**

2017 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$155.00
ENGINEER III	\$140.00
ENGINEER II.....	\$130.00
ENGINEER I.....	\$118.00
WATER QUALITY SCIENTIST III.....	\$140.00
WATER QUALITY SCIENTIST II.....	\$110.00
WATER QUALITY SCIENTIST I.....	\$70.00
PROJECT SCIENTIST III.....	\$135.00
INVESTIGATIVE ENGINEER III	\$215.00
INVESTIGATIVE ENGINEER II.....	\$190.00
INVESTIGATIVE ENGINEER I.....	\$165.00
TECHNICIAN VI/SURVEYOR III	\$125.00
TECHNICIAN V/SURVEYOR II.....	\$115.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$100.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$85.00
TECHNICIAN II	\$70.00
TECHNICIAN I.....	\$50.00
TECHNICIAN	\$35.00
SURVEY CREW (1 MAN).....	\$125.00
SURVEY CREW (2 MEN)	\$150.00
SURVEY CREW (3 MEN)	\$175.00
INVESTIGATOR IV.....	\$125.00
INVESTIGATOR III	\$115.00
INVESTIGATOR II.....	\$90.00
INVESTIGATOR I.....	\$75.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$225.00
DRILL RIG CREW (2 MEN).....	\$160.00
DRILL RIG CREW WITH GROUTER (2 MEN).....	180.00
GPS RECEIVERS/DRONE (PER UNIT)	\$125.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$50.00/day
ATV (PER UNIT).....	\$125.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
573-864-9323

30601 Highway 5
Marcelline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew)	Actual Cost
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any)	Actual Cost
Specialized In-Situ Tests	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$15.00/test
Unconfined Compressive Strength	\$35.00/test
With Stress vs. Strain Curve	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit)	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer)	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure).....	\$200.00/test
Swell Potential and Swell Pressure.....	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen)	\$250.00/test
Concrete Compressive Strength Tests	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
573-864-9323

30601 Highway 5
Marcelline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

**WASTEWATER TREATMENT AND COLLECTION SYSTEM IMPROVEMENTS
ASHLAND, MISSOURI**

**PRELIMINARY PROJECT COST ESTIMATE - WASTEWATER TREATMENT
0.600 MGD MECHANICAL TREATMENT PLANT**

OCTOBER 18, 2017

Item	Description	Quantity	Units	Unit Cost	Total
A. Construction Costs - Wastewater Treatment					
1.	Mobilization - Insurance, Bonding, Etc.	1	L.S.	\$ 50,000.00	\$ 50,000.00
2.	Interceptor Sewer	1300	L.F.	\$ 200.00	\$ 260,000.00 *
3.	Headworks Pump Station	1	L.S.	\$ 200,000.00	\$ 200,000.00 *
4.	Headworks Bar Screen / Grit Collector / Bar Rack	1	L.S.	\$ 600,000.00	\$ 600,000.00 *
5.	Piping	1	L.S.	\$ 100,000.00	\$ 100,000.00
6.	Batch Treatment System Units / Basins	1	L.S.	\$ 2,000,000.00	\$ 2,000,000.00
7.	Flow Equalization Basin	1	L.S.	\$ 200,000.00	\$ 200,000.00
8.	Discharge Structure (UV Disinfection)	1	L.S.	\$ 400,000.00	\$ 400,000.00
9.	Lab and Operations Building	1	L.S.	\$ 350,000.00	\$ 350,000.00
10.	Blower Building	1	L.S.	\$ 100,000.00	\$ 100,000.00
11.	Sludge Handling Facility & Equipment	1	L.S.	\$ 400,000.00	\$ 400,000.00
12.	Access Road & Stormwater Improvements	1	L.S.	\$ 90,000.00	\$ 90,000.00
13.	Finish Grading, Seeding, Mulching, Inc.	1	L.S.	\$ 50,000.00	\$ 50,000.00
Subtotal - Construction Costs:					\$ 4,800,000.00
B. Engineering Services - Wastewater Treatment					
1.	Preliminary Engineering Report & Facility Plan			\$	-
2.	Engineering, Planning, and Design			\$	55,000.00 **
3.	Mapping, Surveying, & Easements			\$	-
4.	Construction Engineering & Staking			\$	65,000.00
5.	Construction Observation			\$	225,000.00 **
6.	Geotechnical Report			\$	-
7.	Construction Testing			\$	40,000.00
8.	Administration			\$	-
9.	Antidegradation & Stream Assessment			\$	25,000.00 **
Subtotal - Engineering Services:					\$ 410,000.00
C. Other Professional Services, Contingencies, & Misc. Costs - Wastewater Treatment					
1.	Legal & Bonding, Closing & Miscellaneous Costs			\$	66,176.00
2.	Financial Advisor			\$	60,477.00
3.	Attorney			\$	50,000.00
4.	Unknown and Miscellaneous Contingency Costs			\$	14,000.00
Subtotal - Other Prof. Services, Contingencies, & Misc. Costs:					\$ 190,653.00
D. Contingencies @ 5% of Construction Estimate					\$ 240,000.00
Total Project Costs:					\$ 5,640,653.00
E. Additive Alternate Evaluations					
1.	Maintenance Storage Building / Garage	1	L.S.	\$ 300,000.00	\$ 300,000.00
2.	Lagoon Berm for Sludge Holding	1	L.S.	\$ 100,000.00	\$ 100,000.00
Subtotal - Additive Alternate Evaluation Costs:					\$ 400,000.00
Total Project Costs w/ Additive Alternates:					\$ 6,040,653.00 ***
F. Proposed Funding Allocation					
1.	MDNR - State Revolving Fund Loan	\$	5,540,653.00		
2.	MDNR - Rural Sewer Grant	\$	500,000.00		
3.	City Cash Contribution	\$	-		
Total Proposed Funding Allocation		\$	6,040,653.00		

* Project Scope Includes Interceptor Sewer, Headworks Pump Station and Bar Screen, Design, Permitting, and Construction Estimates

** Replacement Costs (Additional \$55,000 - Engr. Design, \$20,000 - Const. Obs., \$25,000 - Antideg.) Base on Final Project Costs and Scope

*** Final Bid Will Determine Budget

Detailed Overall Project Budget Estimate

Description		Treatment System New Mechanical Treatment Plant Alternative	Collection System Option No. 3 Regional Service to NE Ashland	Project Totals
A.) Wastewater Improvements Project				
1.) Construction				
a. Wastewater Treatment Plant Estimate - September 2017 (See Detailed Budget)	\$ 4,800,000.00	\$ -	\$ 4,800,000.00	
b. Collection System Bld - C.L. Richardson				
1.00 - Startup, Mobilization, Demobilization	\$ -	\$ 34,122.50		
2.00 - Force Main Line "A" - Interim Lagoon Connection	\$ -	\$ 54,013.25		
3.00 - Force Main Line "B" - Northeast Regional P.S.	\$ -	\$ 1,177,619.95	\$ 1,595,126.05	
4.00 - Northeast Regional Pump Station	\$ -	\$ 305,032.85		
5.00 - Gravity Sewer	\$ -	\$ 24,337.50		
6.00 - Force Main Line "C" - The Baptist Home P.S.	\$ -	\$ 76,567.80	\$ 238,839.80	
7.00 - The Baptist Home P.S.	\$ -	\$ 162,272.00		
8.00 - Change Orders To Date	\$ -	\$ 69,736.10	\$ 69,736.10	
c. Collection System Electrical Extension - Boone Electric	\$ -	\$ 35,000.00	\$ 35,000.00	
Subtotal	\$ 4,800,000.00	\$ 1,938,701.95	\$ 6,738,701.95	
2.) Engineering Services				
a. Preliminary Engineering Report and Facility Plan	\$ 15,000.00	\$ 25,000.00	\$ 40,000.00	
b. Engineering, Planning, and Design	\$ 435,000.00 *	\$ 180,000.00	\$ 615,000.00	
c. Mapping, Surveying, and Easements	\$ 25,000.00	\$ 125,000.00	\$ 150,000.00	
d. Construction Engineering and Staking	\$ 65,000.00	\$ 35,000.00	\$ 100,000.00	
e. Construction Observation	\$ 225,000.00 *	\$ 135,000.00 **	\$ 360,000.00	
f. Geotechnical Report	\$ 30,000.00	\$ -	\$ 30,000.00	
g. Construction Testing	\$ 40,000.00	\$ -	\$ 40,000.00	
h. Administration	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	
i. Antidegradation & Stream Assessment	\$ 55,000.00 *	\$ -	\$ 55,000.00	
j. Special Services & Reimbursable Expenses				
1.00 - Bat Sense - Bat Habitat Assessment	\$ -	\$ 3,681.25	\$ 3,681.25	
2.00 - Alistate Consultants - Additional Eng., Planning, & Design for Alternate FM for Bat Habitat Mitigation	\$ -	\$ 24,769.34	\$ 24,769.34	
3.00 - North Branch Sewer Eval., Prelim. Design, Meetings	\$ -	\$ 25,000.00	\$ 25,000.00	
Subtotal	\$ 915,000.00	\$ 578,450.59	\$ 1,493,450.59	
3.) Other Professional Services				
a. Legal & Bonding, Closing Costs	\$ 66,176.00	\$ 15,000.00	\$ 81,176.00	
b. Financial Advisor	\$ 60,477.00	\$ 25,000.00	\$ 85,477.00	
c. Attorney	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00	
d. Unknown and Miscellaneous Contingency Costs	\$ 14,000.00	\$ -	\$ 14,000.00	
Subtotal	\$ 190,653.00	\$ 65,000.00	\$ 255,653.00	
4.) Contingencies	\$ 240,000.00	\$ 10,000.00	\$ 250,000.00	
Total Wastewater Improvements Project Cost	\$ 6,145,653.00	\$ 2,592,152.54	\$ 8,737,805.54	
5.) Additive Alternate Evaluations				
a. Maintenance Storage Building / Garage	\$ 300,000.00	\$ -	\$ 300,000.00	
b. Lagoon Berm for Sludge Holding	\$ 100,000.00	\$ -	\$ 100,000.00	
Subtotal	\$ 400,000.00	\$ -	\$ 400,000.00	
Total Wastewater Improvements Project Cost w/ Alternates	\$ 6,545,653.00	\$ 2,592,152.54	\$ 9,137,805.54	

* Replacement Costs (Additional \$55,000 - Engr. Design, \$20,000 - Const. Obs., \$25,000 - Andldeg.) Base on Final Project Costs and Scope

** Replacement Costs (Additional \$60,000 - Const. Obs.) Based on Bat Habitat Evaluation, Jurisdictional Stream Assessments, Environmental Clearances, Final Project Costs and Scope

Detailed Overall Project Budget Estimate

Description		Treatment System New Mechanical Treatment Plant Alternative	Collection System Option No. 3 Regional Service to NE Ashland	Project Totals
B.)	<u>Funding Allocation</u>			
1.)	MDNR State Revolving Fund Loan	\$ 5,540,653.00	\$ -	\$ 5,540,653.00
2.)	MDNR Rural Sewer Grant	\$ 500,000.00	\$ -	\$ 500,000.00
3.)	City of Ashland - Local Finance / Cash Contribution	\$ 505,000.00	\$ 1,351,800.00	\$ 1,856,800.00
4.)	Connection Fee			\$ -
a.	Hummingbird Properties LLC	\$ -	\$ 939,300.00	\$ 939,300.00
b.	The Baptist Home	\$ -	\$ 405,284.12	\$ 405,284.12
Total Funding Allocation		\$ 6,545,653.00	\$ 2,696,384.12	\$ 9,242,037.12

COUNCIL BILL NO. 2020-034

ORDINANCE NO.

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH SOUTHERN
BOONE SCHOOL DISTRICT FOR SCHOOL ZONE CROSSWALK ENHANCEMENTS

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

Section 1. The Board of Aldermen hereby approves a Cooperative agreement with Southern Boone School District to pay for school zone crosswalk enhancements. The form and content of the agreement shall be substantially as set forth in the document attached to and made part of this ordinance.

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

Dated this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AGREEMENT

This agreement is entered into on this _____ day of _____, 2020 between the City of Ashland, Missouri ("City") and the Southern Boone School District ("School District"). The parties agree as follows:

1. The Southern Boone School District received \$10,000.00 in prize money for future road safety projects through the America's Favorite Crossing Guard Contest.
2. City Staff has worked with the School District in determining the improvements for the road safety project that will help increase child safety. The cost for the equipment is \$17,499.02 and the City Staff will install these two crosswalks.
3. The Southern Boone School District agrees to reimburse the City \$10,000.00 for school zone crosswalk enhancements upon invoicing.

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

CITY OF ASHLAND, MISSOURI

By: _____

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

SOUTHERN BOONE SCHOOL DISTRICT

By: _____

Attest:

AN ORDINANCE RECOGNIZING RESOLUTION 2020-01 OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ASHLAND, MO.

WHEREAS, The City of Ashland has a duly constituted Planning and Zoning Commission as required by law; and

WHEREAS, The Planning and Zoning Commission has caused a Comprehensive Plan update to be prepared for said City as provided in 89.360 R.S. MO; and

WHEREAS, the Comprehensive Plan Update was prepared by Streiler Planning, LLC under the direction of the Planning and Zoning Commission and titled 2020 City of Ashland Comprehensive Plan Update and all maps, descriptive matter and other matters identified therein; and

WHEREAS, proper notice provided and published in the Official City newspaper regarding the Public Hearing on the 2020 Comprehensive Plan as required by 89.060 R.S. MO; and

WHEREAS, a quorum of the Planning and Zoning Commission was present to constitute an official Public Hearing on August 03, 2020 at 7:00 p.m. for public review and input on the Comprehensive Plan update.

WHEREAS, the Comprehensive Plan Update and maps and other matters identified therein were discussed at said Public Hearing; and

WHEREAS, it was moved and seconded and carried by majority of the full membership of the Planning and Zoning Commission that the Plan be adopted as the Comprehensive Plan for the City of Ashland; and

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of Ashland that Resolution 2020-01 of the Planning and Zoning Commission and a copy of the 2020 Ashland Comprehensive Plan has been received & certified by the Board of Aldermen.

Ordinance No. _____ adopted, this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffery Kays, City Attorney

RESOLUTION

A RESOLUTION ADOPTING THE COMPREHENSIVE PLAN UPDATE FOR THE CITY OF ASHLAND, MISSOURI.

WHEREAS, the City of Ashland has a duly constituted Planning and Zoning Commission as required by law; and

WHEREAS, the Planning and Zoning Commission has caused a Comprehensive Plan to be prepared for said City as provided in 89.360 R.S.MO; and

WHEREAS, the comprehensive plan update entitled the "2020 City of Ashland Comprehensive Plan" was prepared by Streiler Planning, LLC under the direction of the Planning & Zoning Commission and includes the plan, recommendations, maps, and other matters identified therein; and

WHEREAS, proper notice was published in the official City newspaper prior to the public hearing; and

WHEREAS, a quorum of the Planning and Zoning Commission was present to constitute a meeting; and

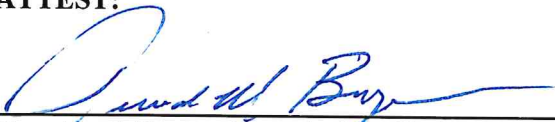
WHEREAS, the 2020 City of Ashland Comprehensive Plan, maps and other matters identified therein were discussed; and

WHEREAS, it was moved and seconded and carried by a majority of the full membership of the Planning and Zoning Commission that the Plan be adopted as the Comprehensive Plan for the City of Ashland, and that a copy be certified to the Board of Aldermen and City Clerk; and

NOW, THEREFORE, be it resolved by the Planning and Zoning Commission of the City of Ashland that said Comprehensive Plan and all maps and other matters identified therein are hereby adopted.

ADOPTED AUGUST 3, 2020, 2020

ATTEST:



Planning & Zoning Commission, Chairman
Co-Chairman



Planning & Zoning Commission, Secretary

MEMORANDUM

DATE: August 11, 2020

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 Eagle Lake Plat 5 replat for the City of Ashland, on Parcel # 24-502-00-04-005.00 and # 24-502-00-04-004.00 to the City of Ashland Board of Aldermen.

Carrie Fischer
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL PLAT FOR EAGLE LAKES PLAT 5

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the Eagle Lakes Plat 5 at their meeting on August 11, 2020; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

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

Section 1. The final plat of Eagle Lakes Plat 5, sealed July 29, 2020 meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

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

A tract of land being all of lot 23 and 24 of Eagle Lakes Plat 1, A subdivision in the City of Ashland, Boone County, Missouri, as shown by the plat thereof recorded in plat book 30, Page 25, Records of Boone County, Missouri and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 24, Thence along the lines of said Lot 23 and 24 respectively, S 87°48'20"E, 447.30 feet; Thence S 02°11'40"W, 76.39 feet, Thence S 72°32'30"W, 231.73 feet; Thence Along a 45.00-foot radius curve to the left, 110.50 feet, said curve having a chord which bears N 87°48'20"W, 84.76 feet, Thence N 68°09'05"W, 150.66 feet; Thence N 00°51'35"E, 104.22 feet to the point of beginning and containing 1.26 acres.

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

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

Dated this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE TO AMEND APPENDIX A: POSTED SPEED LIMITS OF CHAPTER 20,
TRAFFIC CODE OF THE CITY OF ASHLAND

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

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

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

Appendix A

MAIN STREET SOUTH 20—30 MPH

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

Dated this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: Sept 1, 2020

Re: Missouri Main Street

EXECUTIVE SUMMARY: The City was recently notified that we have been accepted into their Community Empowerment Grant program.

DISCUSSION: The Missouri Main Street Community Empowerment Grant Program is a 60/40 cost-share grant. The value of the grant is \$30,800 in services. Sixty percent (60%) would be contributed in services by the Missouri Main Street Program; forty percent (40%) would be contributed in cash (\$12,320) by the City upon approval of the grant application. The agreement details the responsibilities of the City and Missouri Main Street with regard to the program.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$12,320

Long Term Impact: tbd

SUGGESTED BOARD ACTION:

Staff recommends approval of the agreement committing the City to participation under Missouri Main Street's Community Empowerment grant program and authorizing payment of the City's match.

RESOLUTION

9-01-2020

Agreement of Participation in the Missouri Main Street Connection Program

Approving the agreement committing the City of Ashland to participate under the Missouri Main Street's Community Empowerment grant program and authorizing payment of the City's match.

Whereas, the City of Ashland committed to the revitalization responsibilities and financial responsibilities outlined in the Missouri Main Street Program's Community Empowerment Grant on July 7, 2020.

Whereas, the City was recently notified that we have been accepted into their Community Empowerment Grant Program.

Whereas, the Missouri Main Street Community Empowerment Grant Program is a 60/40 cost-share grant. The value of the grant is \$30,900 in services. Sixty percent (60%) would be contributed in services by the Missouri Main Street Program; forty percent (40%) would be contributed in cash (\$12,320) by the City upon approval of the grant application. The agreement details the responsibilities of the City of Ashland and Missouri Main Street with regard to the program.

Now therefore be it resolved that the City of Ashland, Missouri does hereby approve the agreement committing the City to participate under Missouri Main Street's Community Empowerment grant program and authorizing the payment of the City's match.

Passed this _____ day of _____, 2020.

Attest:

Darla Sapp, City Clerk

Richard Sullivan, Mayor

**AGREEMENT FOR PARTICIPATION IN
THE MISSOURI MAIN STREET CONNECTION
MISSOURI MAIN STREET PROGRAM**

This agreement ("Agreement") is entered into by and between Missouri Main Street Connection, Inc. ("MMSC"), and the City of Ashland, as the sponsoring organization of the local Main Street Program, (the City and the Local program being collectively referred to as the ("Community") for the purpose of describing the duties and obligations of the parties hereto for participation in the Missouri Main Street Program.

Recitals:

Whereas, MMSC is a nonprofit corporation committed to fostering new vitality at the heart of Missouri communities; and

Whereas, MMSC is the statewide coordinating organization for implementation of the National Main Street Program in Missouri; and

Whereas, MMSC is under contract with the National Main Street Center to administer the Missouri Main Street Program and to provide training and technical assistance to competitively selected communities, and

Whereas, the Community desires to participate in the MMSC Missouri Main Street Program; and

Whereas, the Community desires to provide a 40% cash share of the total cost of training and assistance needed to implement a local Main Street Program in accordance with the Community Empowerment Grant Application and in resolutions already signed by said Community.

Now therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree to the following:

Section 1: Obligations of Community. Community shall:

1. Implement a comprehensive approach to downtown revitalization ("Revitalization Effort") following the Four-Point Approach recommended by the National Main Street Center and MMSC, which shall include:
 - a. Development of an annual written work plan for the local Main Street Program;
 - b. Establishment of a strong, broad-based organizational team, which shall include but is not limited to, the following committees: Organization, Promotion, Design, and Economic Vitality.
2. Require the organization's leadership team to attend MMSC on-site or virtual service visits provided to the Community in accordance with Sections 3.1 and 3.2 below. An "on-site" service consists of a training session conducted by MMSC representatives at a location designated by the Community within the Community's geographical area for the purpose of training the Community's representatives or via virtual means if travel has been restricted or is not deemed safe by the community or MMSC.
3. Enlist volunteers and raise funds necessary to sustain the revitalization effort and continue the local Main Street Program for the term of this Agreement.
4. Require the attendance of representatives of the Community to attend at least one-half plus one of the training workshops and conferences per year, for the purpose of learning the

Main Street Four-Point Approach to Revitalization, as described in the Community Empowerment Grant Application. "Off-site" workshops consist of a training session conducted by MMSC representatives at a location designated by MMSC within the State of Missouri for the purpose of training participants of the Main Street Program generally, regardless of whether the workshop is held in the Community's geographical area. These workshops can also be delivered electronically if travel has been restricted or has been deemed unsafe by MMSC or health officials.

5. Require the organization's leadership team to attend and participate in MMSC's annual legislative event in Jefferson City. This event is typically held in January. MMSC will send attendance and sign-up information in advance of the event.
6. Require the organization or individuals attending to cover the costs associated with registration fees, travel, meals, and lodging for the persons from the Community attending these off-site events, unless those individuals choose to cover the expenses themselves.
7. Collect and maintain, on a quarterly basis, economic data necessary for (a) monitoring the progress of the Main Street Program; (b) establishing a baseline for comparison; and (c) measuring the impact of revitalization. Economic Data reports shall be submitted to MMSC on or before the 15th day of each calendar quarter for the immediately preceding calendar quarter.
8. Submit copies of minutes of all Board and committee meetings of the Main Street Program to MMSC on a monthly basis. The minutes for each month shall be submitted electronically to the Program Outreach Specialist or designated MMSC staff person.
9. Prepare for the eventual hiring of professional staff to facilitate the operations of the Main Street Program, as described in the Community Empowerment Grant Application. The Executive Director will be required to attend Missouri Main Street Directors' training sessions. For communities under 5,000 in population, the Director must be paid for a minimum of 25 hours per week. For communities over 5,000 in population, the Director must be paid for a minimum of 40 hours per week. The Missouri Main Street Board of Directors may grant exemptions for special circumstances following a written request by the program. *Third party contracts for management services would need to be approved by MMSC before the contract is signed.*
10. Participate in the start-up of the local Main Street Program in good faith and using best efforts for a minimum of two (2) years, which time is of the essence to ensure the successful start-up of the local Main Street Program.
11. Pay to MMSC \$12,320 which amount equals forty percent (40%) of the total cost of \$30,800 for the extensive on-site technical assistance and training provided by MMSC. THIS PAYMENT IS A CONDITION PRECEDENT TO MMSC'S OBLIGATIONS ENUMERATED IN SECTION 2 BELOW. Community acknowledges and understands that MMSC does not offer financial grants to the Community, and that this Agreement constitutes a cost share agreement between MMSC and the Community for MMSC's assistance and training for the implementation of a local Main Street Program in the geographical location of the Community. The Community's cost share payment is non-refundable, except in accordance with Section 6 below.

Section 2: Obligations of MMSC. MMSC shall:

1. Supervise all communications with the Community, state government agencies, and the National Main Street Center, as they relate to the local Main Street Program.

2. Provide up to four on-site or virtual service and training visits as outlined in the Community Empowerment Grant program. These services will range from a Town Hall meeting with the community, Board trainings, and Strategy Identification and Development. Services will also include gathering demographic and market information, implementation development and Main Street Four-Point training.
3. Provide opportunities annually, including the annual Missouri state conference, for the local Main Street Board of Directors, committee members, and other volunteers in the Community to attend off-site or virtual educational workshops and conferences covering a variety of revitalization topics and to take advantage of networking opportunity with other Main Street participants. Community understands and acknowledges that it must undertake the cost of registration, travel, lodging, and meals for these events.
4. Provide information to the Community for attendance at the National Main Street Conference to gain additional training and networking opportunities with other Main Street participants. If the Community chooses to attend the National Main Street Conference, it will count toward satisfying the attendance requirement stipulated in Section 1.4.
5. Provide consultation by phone, on a continuing basis, to the Main Street Program's Board of Directors and staff.
6. Provide access to the MMSC Resource Library throughout the two year period of this Agreement.
7. Assist the Community's Board and staff in formulating a Board Manual and Employee Manual.
8. Provide two years of free MMSC membership to the Community, which membership entitles anyone in the Community who is affiliated with the local Main Street Program, as identified by the authorized contact of the Community, to receive discounts on the MMSC off-site workshops/conference fees.
9. Provide two years of free membership to the National Main Street Center (NMSC) to the Community, which entitles anyone in the Community who is affiliated with the local Main Street Program, as identified by the authorized contact of the Community, to receive discounts on the NMSC workshops/conference fees.
10. Provide periodic press releases to the media about the Community's progress with revitalization efforts pertaining to its Main Street Program.
11. Cover an amount of \$18,480 which amount equals sixty percent (60%) of the total cost of \$30,800 for the extensive on-site technical assistance and training provided by MMSC to the Community.

Section 3: On-Site Service Visits.

1. Community understands that MMSC on-site or virtual service visits require attendance of at least eighty percent (80%) of the Community's Board members and/or committee members, and that each person must commit to attending at least forty-eight (48) hours before the scheduled event.
2. Community further understands that MMSC reserves the right to cancel on-site service visits if this requirement is not met. The Community is responsible for scheduling a location for these meetings and undertaking any cost of securing the meeting room, furnishings, and beverage service during the event.

Section 4: Breach or Other Failure to Fulfill Obligations.

1. If the Community fails to fulfill its obligations under this agreement in a timely and proper manner, or if the Community violates any terms of this agreement, MMSC shall have the right to terminate this agreement and withhold further services by giving the community thirty (30) days written notice.
2. MMSC may determine that a Community's failure to fulfill its obligations does not warrant termination in which case a Community may be put on probationary status which means that some or all of MMSC's services may be withheld until specific corrective action has been taken by the Community.

Section 5: Term of Agreement.

The term of this Agreement shall be for two years, beginning on the date the following two conditions precedent have been satisfied: (a) execution of this Agreement by all parties; and (b) payment of the 40% cost share by the Community to MMSC. This Agreement may be extended or revised only with the approval of the MMSC Board of Directors and the President of the Board of the Community's Main Street Program.

Section 6: Change in Status of Federal or State Program.

Notwithstanding any other provisions of this Agreement to the contrary, if funds anticipated for continued fulfillment, at the time of the Agreement, or at any time throughout the 2-year period are not forthcoming or insufficient, either through the failure of the State of Missouri to appropriate funds for continuation of the contractual agreement with the National Trust Main Street Center, or discontinuance or material alteration of the program for which the funds are provided, then MMSC shall have the right to amend or terminate this Agreement without penalty by giving the Community not less than sixty (60) days written notice, and the unused funds for services paid by the Community for the period remaining shall be refunded.

Section 7: Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement of the parties hereto. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8: Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 9: Entire Agreement.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.

Section 10: Waiver of Contractual Right.

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitations of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

(Name of the Organization)

By: _____
[signature, President or other officer]

DATE: _____

ATTEST:

(signature)

DATE: _____

_____, Secretary, _____
(print name) (name of the organization)

NOTARY SEAL:

STATE OF MISSOURI)
COUNTY OF _____) ss.

On this ____ day of _____, 20____, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of the {Community Organization here}, of {City here}, Missouri a registered corporation in the State of Missouri, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

MISSOURI MAIN STREET CONNECTION

By: _____
Gayla Roten, State Director

DATE: _____

NOTARY SEAL:

STATE OF MISSOURI
COUNTY OF TANEY.

On this ____ day of _____, 20____, before me personally appeared Gayla Roten, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say she is the State Director of Missouri Main Street Connection, Inc., a Missouri non-profit corporation, and acknowledged said instrument to be her free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

Darla Sapp

From: Tony St. Romaine
Sent: Monday, August 24, 2020 4:18 PM
To: Darla Sapp
Cc: Richard Sullivan; glroten@momainstreet.org; ben@momainstreet.org
Subject: FW: Community Empowerment Grant - Missouri Main Street
Attachments: Letter of Agreement - Ashland.pdf

Darla,

Please add to next week's BOA agenda as a Resolution under New Business. I will prepare a cover sheet for you.

Thanks,

Tony

From: Gayla Roten <glroten@momainstreet.org>
Sent: Monday, August 24, 2020 4:09 PM
To: Tony St. Romaine <cityadmin@ashlandmo.us>
Cc: Ben White <ben@momainstreet.org>
Subject: Community Empowerment Grant - Missouri Main Street

Dear Tony St. Romaine

Congratulations!

The City of Ashland has been selected as one of the winning communities for the Second Round of the Community Empowerment Grant sponsored by Missouri Main Street Connection (MMSC). We are excited to see your growth during this process!

The City of Ashland's next step are as follow:

- Be sure to review and sign the attached agreement with MMSC. The agreement is due by October 1, 2020.
- Print and sign two copies of the agreement. Mail both signed copies to MMSC at PO Box 1066, Branson, MO 65615. We will sign both and return one copy for your records.
- Submit your payment of \$12,320 made payable to: Missouri Main Street Connection, Inc. for services provided during the two-year period beginning when the contract for services is signed by all parties.

We look forward to working with your organization. Please don't hesitate to let Ben or I know if you have questions. You can contact us at the phone number below or email us glroten@momainstreet.org or ben@momainstreet.org.

Again, Congratulations! Gayla

Have a Fabulous Day... Hopefully in One of Our Main Street Communities!
Gayla L. Roten, Director
Missouri Main Street Connection
Mailing: PO Box 1066, Branson Mo 65615

Physical: 3044 Shepherd of the Hills Expressway, Suite 214 Branson, Mo 65616
Phone: 417.334.3014
E-mail: glroten@momainstreet.org



9-01-2020

A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC CONTROL PRODUCTS

WHEREAS, the City Staff has reviewed the National Cooperative Contract for Traffic Control Products and Related Products and Solutions from Omnia Partners. Traffic and Parking Control Co. Inc. *TAPCO) was awarded the bid.

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

The Board of Aldermen authorizes the purchase of school zone crosswalk enhancement equipment for the price of \$17,499.02.

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

Passed and adopted this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Public Works

To: Board of Alderpersons

From: James Creel, Public Works Director

Board Meeting Date: August 24, 2020

Re: School Zone Crosswalk Enhancements

EXECUTIVE SUMMARY:

Authorization is needed for the purchase of two (2) Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crosswalk Systems, to be installed by Ashland Public Works staff.

DISCUSSION:

RRFB Pedestrian Crosswalk Systems have been proven through multiple studies to increase pedestrian safety and driver awareness. In efforts to increase pedestrian and child safety, Ashland Public Works would like to install these systems at two crosswalks where traffic is least controlled (traffic does not have a stop sign). One such crosswalk is at the intersection of S Henry Clay Blvd and Renee Dr, and would serve students at the Elementary and Primary Schools. The other crosswalk is located on N Main St, where students cross between the Middle School and the Practical Arts Building/High School campus.

The Southern Boone School District (SBSD) was awarded a \$10,000.00 grant in 2019 to be used in a road safety project that will help increase child safety. SBSD officials have agreed to utilize these funds to offset the costs of installing two RRFB systems in school zones.

FISCAL IMPACT:

Attached is a quote for the purchase of both RRFB systems at a total cost of \$17,499.02 (\$8,749.51 each). This pricing reflects a significant discount through the City's participation in the cooperative purchasing program, Omnia Partners (previously US Communities). Participation in this program also allows for this project to be purchased direct from the approved vendor, TAPCO, and forgo the typical bid process.

The school district has agreed to pay \$10,000.00 of the total cost, which leaves a balance of \$7,499.02 to be paid by the City of Ashland.

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be allowed to approve the purchase, thus authorizing the project to begin upon arrival of the RRFB systems.



TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS
Executive Summary

Lead Agency: Barron County, Wisconsin

Solicitation: 2020-200

RFP Issued: September 5, 2019

Pre-Proposal Date: September 23, 2019

Response Due Date: October 24, 2019

Proposals Received: #3

Awarded to:

Barron County, Wisconsin issued RFP 2020-200 on September 5, 2019, to establish a national cooperative contract for Traffic Control Products and Related Products and Solutions.

The solicitation included cooperative purchasing language in General Information, Section 4. National Contract (RFP, Page 9):

NATIONAL CONTRACT

Barron County, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Barron County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Barron County website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On October 24, 2019 proposals were received from the following offerors:

- All Traffic Solutions, Inc.
- Rologard Global Company, LLC (*late response – was not accepted*)
- TAPCO (Traffic and Parking Control Co., Inc.)

Due to the nature of the responses, only one Offeror submitted on time in addition to meeting all the requirements of the RFP.

- TAPCO (Traffic and Parking Control Co., Inc.)

Barron County, Wisconsin executed the agreement with a contract effective date of March 1, 2020.

Contracts include:

Supplier is able to provide its complete line of Traffic Control Products, Related Products, and Solutions including but not limited to: Intelligent Warning Systems (Solar & Wireless) Products; Parking and ITS Solutions; Work Zone Products; Traffic, Pavement Marking and Striping Products; Delineators and Markers; Signing and Digital Sign Marking; Posts, Poles, and Bases; Streetscape Decorative Products; Parks and Recreation Products; Service and Preventative IWS (Intelligent Warning Solutions), Parking and Door Structures and revenue Control Related Maintenance; Related Products, Solutions and Services; Balance of Line/Comprehensive Product Offering.

Term:

Initial five-year agreement from March 1, 2020 through February 28, 2025 with the option to renew for five (5) additional one-year periods through February 28, 2030.



Safe travels:

Traffic and Parking Control Co., Inc.

5100 West Brown Deer Road
Brown Deer, Wisconsin 53223

Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q20012106
Date	7/29/2020
Page	1

Sell To Cust. C63041	City of Ashland James Creel 109 E Broadway ASHLAND, MO 65010 USA			Ship To Cust.	City of Ashland James Creel 109 E Broadway ASHLAND, MO 65010 USA	
Customer PO #		Expires	Slsp	Terms	Freight	Ship Via
RRFB SYSTEM		8/28/2020	Deidre Jones	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
600147	RRFB, Solar 55/48, Radio, SOP, DS, Amber, PB, H Pole X2	2	EA	6,643.25	\$13,286.50
500029	12V RRFB Radio WW+S	4	Each		
2180-BRKT-R	Cabinet Bracket Set, Fits Round Poles 2-3/8 & Up,	4	Each		
101494	Battery, DEKA Solar 12V 48Ah VRLA	4	Each		
SLR-55-B	55W/12V Solar Panel Package,	4	Each		
101620	Push Button Bulldog Add-On Option Kit	4	KIT		
138089	RRFB, Dimmable, Assembly with Universal	8	Each		
373-05073	S1-1,30"x30" DG3 FYG,School Crossing (Symbol) Fed Spec Sign	8	EA	124.88	\$999.04
373-01759	W16-7PL,24"x12"x.080 DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	4	EA	50.21	\$200.84
373-01757	W16-7PR,24"x12"x.080 DG3 FYG,Down Diagonal Right Arrow (Fed Spec) Sign	4	EA	50.21	\$200.84
101919	Pole Package, 13', 4.5" OD, 42" J-Bolts Includes: Pole, Base,J-Bolts	4	EA	665.00	\$2,660.00
373-13	Standard Aluminum Pole, 13' Schedule 40	4	Each		
203-00014	Base,Aluminum Square Pedestal, No Paint	4	Each		
3177-00042	J-Bolt,1"x 42"+4" ATSM F1554 GR-105 92k	16	Each		
030-00006	Washer Flat 1-1/16"ID x2.5OD"x.125" Galvanized	16	Each		
107265	Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting B2B Static Signs to a Large Pole	4	EA	37.95	\$151.80
	Two pole RRFB system 2 Systems				

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
\$17,499.02	\$0.00	\$0.00	\$17,499.02

All prices are listed in **US Dollars (USD)**

For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>



Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Road
 Brown Deer, Wisconsin 53223
 Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q20012106
Date	7/29/2020
Page	2

Sell To Cust. C63041	City of Ashland James Creel 109 E Broadway ASHLAND, MO 65010 USA			Ship To Cust.	City of Ashland James Creel 109 E Broadway ASHLAND, MO 65010 USA	
Customer PO #		Expires	Slsp	Terms	Freight	Ship Via
RRFB SYSTEM		8/28/2020	Deidre Jones	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
------	-------------	----------	----	-------	-----------

****Free Shipping****

Current Lead Time: 2-4 Weeks

Furnish only quote. Installation is not included.
 Solar powered equipment requires no shading
 or obstructions

Thank you! Deidre Jones
 Email: Deidre.jones@tapconet.com
 Phone: 262-649-5227

TAPCO OMNIA Partners Contract # 2020-200

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$17,499.02	\$0.00	\$0.00	\$17,499.02

All prices are listed in **US Dollars (USD)**
 For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Public Works

To: Board of Alderpersons

From: James Creel, Public Works Director

Board Meeting Date: August 26, 2020

Re: Tennis Court USTA Grant Application

EXECUTIVE SUMMARY:

Authorization is needed for the submission of the 2020 Facility Services Grant Application to the United States Tennis Association (USTA).

DISCUSSION:

Over the past several months, Ashland Public Works (APW) staff have been working on a grant application to assist in the costs of overhauling repairs to the tennis courts at the Ashland Community Park.

Attached is the Facility Services Grant Application describing the project and outlining all anticipated expenses, along with a letter from the City Treasurer showing that the City has the required funds available to complete the project.

This application and proof of committed funds are now ready to be submitted and require authorization and signatures from the Mayor in order to proceed.

FISCAL IMPACT:

The total estimated cost for this project is approximately \$37,149.00. If the grant is approved, it will reimburse the City of Ashland for \$10,000.00 of the total project cost. The City will be responsible for the remaining \$27,149.00.

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be allowed to approve and sign the grant documents, thus authorizing the submission thereof.

RESOLUTION

9-01-2020

Authorizing the Mayor to execute the USTA Facility Services Grant Application

WHEREAS, the City of Ashland is applying for United States Tennis Association Incorporated 2020 USTA Facility Services Grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF ASHLAND, that

1. Richard Sullivan, Mayor of the City of Ashland is authorized to sign the application the 2020 USTA Facility Services Grant and any documents that are necessary to obtain such assistance.
2. In the event a grant is awarded, the City of Ashland will commit the necessary financial resources of \$27,149.00 to overhauling repairs to the tennis courts at the Ashland Community Park.

Now, therefore, be it resolved that the City of Ashland, Missouri does hereby authorize the Mayor to sign the application to apply for the 2020 USTA Facility Services Grant application.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN THIS _____ DAY OF _____, 2020.

ATTEST:

Darla Sapp, City Clerk

BY: _____
Richard Sullivan, Mayor



2020 Facility Services Grant Application

Grant Summary and Eligibility

The United States Tennis Association Incorporated (USTA) is pleased to offer the 2020 USTA Facility Services Grant (Grant). The Grant is for facilities open to the public.

All communities completing the Grant Application (Application) must have received the electronic application from facilities@usta.com

Grant Categories:

Category I: Basic Facility Improvements: including fixed court amenities (i.e. backboards, fencing, windscreens, etc.). **Grants up to 50% of the total project cost (\$5,000 max)**

Category II: Resurfacing: Resurfacing of existing courts at tennis facilities. Lighting. **Grants up to 50% of the total project cost (\$30,000 max) See below for court breakdown -**

2 – 3 courts = \$10,000 maximum

4 – 11 courts = \$20,000 maximum

12 + courts = \$30,000 maximum

Category III: New Construction or Existing Facility Reconstruction & Expansion: Grants up to 50% of the total project cost (\$100,000 max) **See below for court breakdown -**

2 – 3 courts = \$30,000 maximum

4 – 11 courts = \$50,000 maximum

12 + courts = \$100,000 maximum

Grant Deadlines and Award Announcements

2020 Applications will be offered and reviewed on an ongoing monthly basis.

Applicants will receive feedback within 15 days of submission from their project consultant.

Use this page as a Resource and Guide when completing the Application

A. Facility Information.

1. Facility Name – please give the entire name (i.e., City of Smashville: John Racquet Memorial Park Tennis Complex).
2. Facility Address - please give the physical location of the courts.
3. Facility E-mail/website – The webpage can be facility specific or a city/gov. web page that gives information on tennis court hours/times, costs and program information.
4. Number of Courts at Facility – please indicate the total # 78', 60' & 36' currently at the facility and the total number that will be at the facility after construction / reconstruction or new lines are added.
5. Type of Surface – please give the number of courts with each type of surface specified. Information is easily determined by court surface contractors.
6. USTA Membership Number (required) - This can be a facility membership or sponsoring association membership, but not an individual membership.
7. Please confirm which level of funding you are seeking.

B. Agency / Applicant information.

1. Organization Name – agency that owns the existing or proposed tennis facility.
2. Applicant Name – if different than the Owner of the tennis facility. Applicant shall have authority from the Owner to bind the Organization to the terms and conditions of this Application. Collectively referred to in this Application as Applicant.
3. Contact person – person who may be contacted during the Grant application review process to answer questions on the request.
4. Address - complete mailing address of Applicant.
5. E-mail address of contact person.
6. Phone numbers for contact person, with descriptor (i.e. cell, work, recreation center) and extension(s).

C. Information about Improvements.

1. A. Describe improvements – This must be a written description and should identify improvements completed to date and those improvements for which the applicant wishes funding assistance.
1. B. Detailed timeline from conception to completion. Include dates of fundraisers and award notifications of pending grants.

	2. Detailed sketch or construction drawings of Facility.
Use this page as a resource when completing the application	
D. Funding Information. <ol style="list-style-type: none"> 1. Grant amount requesting – the amount must not exceed the allowable amount per category. 2. Total estimated cost: This total should reflect only facility upgrades authorized. The cost of the project cannot include construction work already completed. 3. Total amount of committed funds available – please indicate the amount of money that is currently committed to the project. The FUNDS column must include committed funds currently available – attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting). The EXPENSES column should give the costs of professional fees, material costs, and administrative fees specifically. Do not include costs for construction already completed. 4. A W9 will be requested if awarded funds. 5. Attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting, bank account statements, etc.). 	E. Facility's Potential. <ol style="list-style-type: none"> 1. Facility media or marketing plan to attract players/publicize success. 2. Provide details on current and planned programming for the tennis facility to include lessons, tournaments, league play and cooperative efforts with schools and other tennis organizations, including USTA Sections. Please include participant numbers, dates, times, and age groups within each current program that you offer. Provide copies of newsletters, brochures and other literature demonstrating programs and how tennis is promoted in the community. The Program Plan should outline existing tennis programming and the anticipated tennis programming post renovation. 3. As part of Application, Facility shall affirm its 5 Year Programming and Maintenance Commitment, which demonstrate the ability of the owner to maintain the facility and to actively promote programs for a minimum 5 year period. F. Terms & Conditions. <ol style="list-style-type: none"> 1. If the Facility Owner and Applicant are two separate organizations, both must sign and date the certification.

		<ul style="list-style-type: none"> • 4 – 11 courts = \$50,000 maximum • 12 + courts = \$100,000 maximum 	
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B. Agency / Applicant Information:

1. Organization Name: City of Ashland, MO
2. Applicant Name: Richard Sullivan, Mayor
3. Contact Person: James Creel
4. Address: 109 E Broadway Ashland, MO 65010
5. Email Address: streets@ashlandmo.us
6. Phone Numbers*: Primary: 5736572568 Alternate: 5733564924
(office) (cell)

**By providing your email address and phone number, you authorize the USTA and any Official Sponsors to contact you via electronic mail and/or phone.*

C. Information About Improvements: (Label all attachments with facility name and TPA #)

1. All Applicants must submit the following:
 - a. Description of planned improvements; and
 - b. A detailed timeline

This project will consist of repairs to the courts as a whole, to include:

- Court Surface
 - Power washing of entire courts area
 - Court patch binger applications
 - Geotextile crack repair
 - Color coating of entire courts area
 - Layout and paint playing lines within USTA specs
- Grading
 - Construction of swales around battery perimeter
 - Installation of culverts in key areas to aid in storm water runoff
- Miscellaneous
 - Installation of bottom rail along fence perimeter
 - Straightening of any leaning fence posts
 - Removal and replacement of existing benches to outside of tennis battery area
 - Repainting of parking lines in parking area adjacent to tennis courts
 - Installation of signage on court fencing

All work is expected to take approximately 1 week for completion. While contractor is completing work inside of courts, City of Ashland staff will complete items labeled under Grading and Miscellaneous on court exterior. At this time, contractor is anticipating to be available to begin project in mid to late October 2020.

2. In addition to the above, Applicants must also submit a detailed sketch or construction drawings as indicated below by Category:
 - a. Category I: In addition to the materials identified in C.1, Applicants must include a detailed sketch of the proposed project. The sketch must include dimensions from the playing lines to fixed obstructions (i.e. fencing, light poles, walls, columns, back drops, curtains, etc.). Access for wheel chair tennis players should be clearly marked on the detailed sketch.
 - b. Category II: In addition to the materials identified in C.1 and C.2.a., Applicants must submit the contractor's latest proposal.
 - c. Category III: In addition to the materials identified in C.1 and C.2.a, Applicants must include construction drawings and specifications of the proposed project.
3. Plans must provide sufficient dimensional information to ascertain adequacy of court(s) size and placement on the property. Please refer to the "Typical Construction Document Contents" information distributed with the application.

D. Funding Information:

	By checking this box, I verify that completion of this Application does not guarantee funding	<input checked="checked" type="checkbox"/>
1.	Grant amount requesting:	\$10,000.00
2.	Total estimated cost of project:	\$37,149.00
3.	Total amount of committed funds available now:	\$27,149.00
4.	Please complete the below (a) Funds and (b) expenses breakdowns, noting back-up documents must be provided to support the identified Funds and Expenses breakdown:	

a. Funds Breakdown

Funds	Amount
USTA Section office	
USTA District office	
Park and Recreation	\$27,149.00
Government Grants	
Foundations	
Corporations	
Fundraising Efforts	
Local Sponsors	
Others (specify)	

Facility's Potential:

1. Media/Marketing Plan: Briefly describe how a USTA grant would grow and/or enhance the game of tennis in the community (i.e. increased number of players and programs). Describe how the community/tennis facility will commit to publicizing the Grant, the participants, the local donors, and post renovation programs.

We anticipate significant organic growth within our community by improving the tennis facilities. The new, high-quality courts should draw attention from people who are interested in tennis. We also expect interest to increase as the local school district will be implementing tennis into their P.E. curriculum and the local YMCA will be offering a tennis camp to aid with tennis introduction. These classes/camps will be led by instructors that have obtained USTA Net Generation certification.

Our marketing plan will utilize the following methods/events to showcase the new courts and USTA:

- check presentation by local section recognizing the USTA
- installation of signage on court fencing explaining blended lines and recognizing USTA
- ribbon cutting ceremony for courts w/ local section USTA staff participating
- USTA recognition in YMCA's summer camp brochure
- Multi-platform social media push recognizing USTA during project
- Formal press release upon completion of project recognizing USTA

2. Provide a detailed tennis programming plan identifying the current tennis programs provided at the facility, and plans for future tennis programming after proposed improvements are completed.

- a. Please include participant numbers, dates, times, and age groups within each current program that you offer.
- b. A USTA employee or volunteer may be following up in the future with a progress check on your programs.

Priority for funding may be given to facilities that can and will use 36' & 60' courts and/or blended lines.

Currently, there is no city-sponsored organized tennis programming in Ashland. Upon completion of this project with the help of the local school district and YMCA, organized programming for youth will be in place (please see attached YMCA camp schedule). For adults, our Park Board is considering starting a recreational league to increase participation.

E. Terms and Conditions:

1. By signing this Application, Applicant affirms that the information provided and submitted in connection with this Application is true and correct.
2. By signing this Application, Applicant affirms, verifies, and agrees to the following:
 - a. The Facility shall disclose or provide information regarding all usage fees prior to Grant assistance;
 - b. The Facility shall utilize its best efforts to comply with all applicable American with Disabilities Act (A.D.A.) requirements and remain open to the public;
 - c. The Facility shall provide a safe, properly constructed and functional facility, including other amenities (i.e. shade areas, water fountains, backboards, lighting, etc.) to make the game of tennis more enjoyable and to encourage the growth of tennis;
 - d. The Facility provide photos and documentation of publicity of opening after renovations, and are subject to the terms herein;
 - e. The Facility will be constructed as documented in the Application and approved by the USTA's Tennis Venue Design Team;
 - f. The Facility agrees to develop new tennis players by providing clinics, beginner or retention programs. These programs must be identified in detail within the Application;
 - g. Incomplete Applications will result in the Application being returned without consideration for funding;
 - h. I understand that if this Application is successfully funded the amount awarded will be distributed on a draw basis as accountability forms are submitted to and approved by the USTA.
 - i. Changes to the project scope of work after a funding award is announced must be reviewed by and approved by the USTA. Any changes can affect the total amount of the funding award, at the USTA's sole discretion.
3. By signing this Application, Applicant affirms, verifies, and commits its Facility and other entity or agent CTA (when appropriate), to maintain the Facility and to actively promote programs at this Facility for a period of five (5) years from the completion date of the funded project. Further, Applicant for the Facility understands that painting other sport lines on tennis courts violates the rules of tennis and may make this Facility ineligible to hold sanctioned USTA events, leagues and/or tournaments. Therefore, Applicant for the Facility pledges it will not line its tennis court/s with playing lines for pickleball, volleyball, basketball or any sport other than tennis during this five (5) year commitment unless you receive USTA approval.
4. By signing this Application, Applicant agrees that any photographs, brochures, or materials submitted in connection with this Application are considered the property of the USTA and will not be returned. Further, by submitting this Application, Applicant grants to the USTA and its assignees the right to use Facility's name, history, description, photographs, rendering, or any other materials submitted in connection with this Application for any and all promotional purposes. In addition, Applicant and Facility hereby grants to the USTA (and grants to the USTA the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the

obligation), in perpetuity, with or without Applicant's knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature. Applicant and Facility shall not be entitled to receive any compensation whatsoever in connection with the USTA's exercise of its use and materials rights.

5. By signing this Application, and in consideration for being provided the Grant, the Owner, Applicant, and Facility hereby releases, waives, discharges and covenants not to sue the USTA and all of its assigns, directors, officers, agents, volunteers and employees, from any and all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event as connected with this Application. Further, Owner, Applicant, and Facility hereby agrees to indemnify, defend, save, and hold harmless the USTA from any loss, liability, damage, or cost they may incur arising out of the related events in connection with this Application and any funding provided, whether caused by the negligence of the USTA or otherwise.
6. By signing this Application, Applicant affirms and understands that the issuance of the Grant and the guidance it may receive from the USTA are provided as part of this Application, and that the USTA is making recommendations only as to facility design, construction, and improvements. The Applicant for the Facility shall have ultimate responsibility for the design, construction, oversight, and completion of improvements to its Facility and agrees to hold the USTA and all of its assignees, directors, officers, agents, employees, volunteers, and assigns harmless for any damages arising therefrom and agree to defend the USTA from any and all claims or suits arising therefrom.

APPLICANT HAS COMPLETED THIS APPLICATION, CONFIRMS, AND VERIFIES THAT APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO ALL THE TERMS AND CONDITIONS HEREIN.

Signature:

Signature:

Applicant Name:

Name:

I affirm I have the authority to agree and bind the Owner and Facility to the Terms and Conditions herein

☐

Facility Owner
or Authorized
Facility
Representative

Date:

Date:

Check list – please include this checklist with the application and retain one copy of each application component for your records.

DID YOU REMEMBER TO INCLUDE THE FOLLOWING? (1 COPY OF EACH)

Check Here:

Pages 4-9 of the application ☒

Description of Improvements **C1** ☒

Project time line **C2** ☒

Cat III Construction documents **C3** ☒

Proof of committed funds **D5** ☒

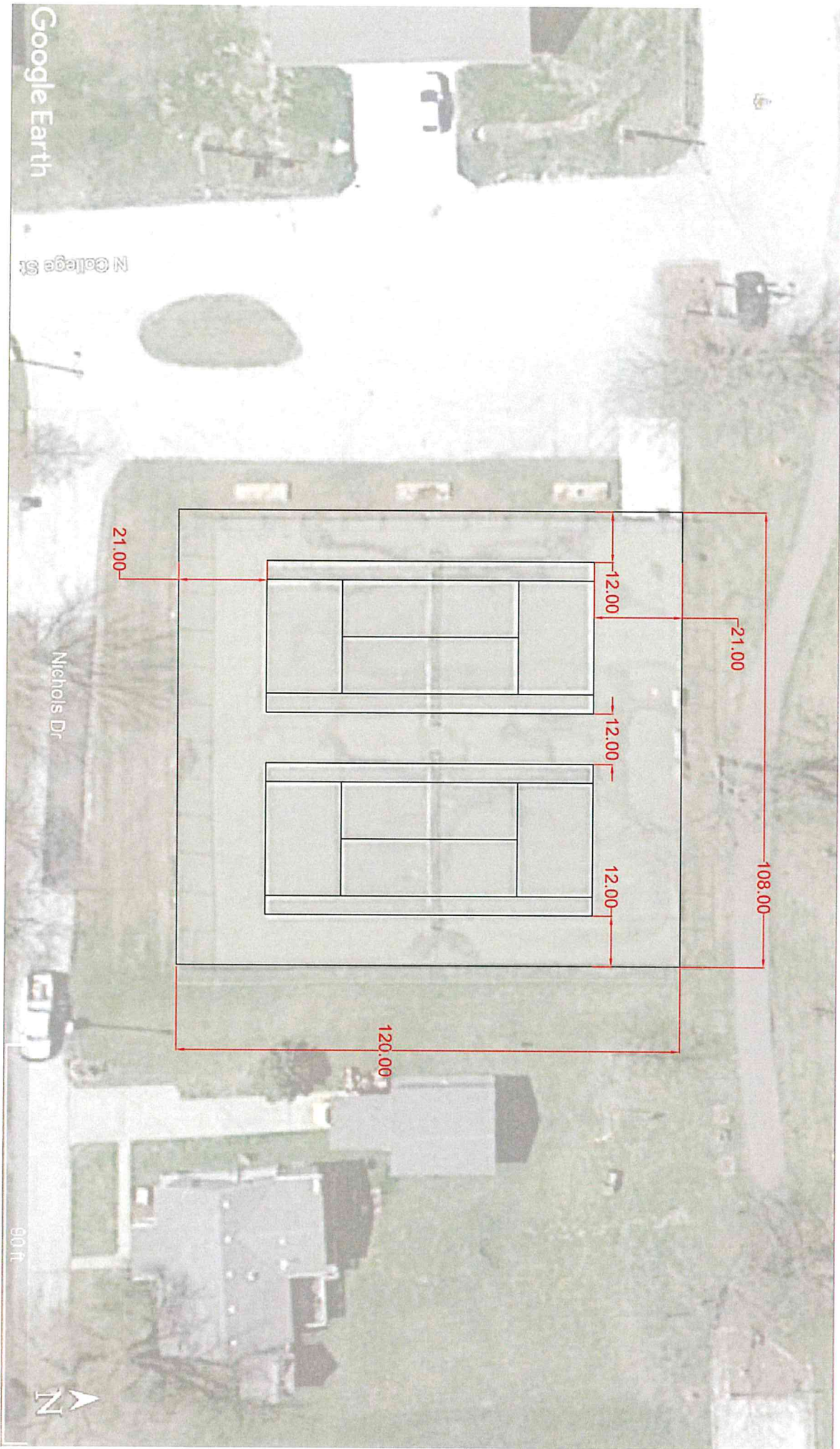
Estimates or bids and/or Price list **D6** ☒

Marketing plan **E1** ☒

Program Plan **E2** ☒

Important Reminders:

- Submit application to your Project Consultant via email
- Be sure to label all submitted materials (i.e. application, drawings, photos, program, letter of support, etc.)
- If you need help, call or e-mail your Project Consultant.



Google Earth

N College St

Nichols Dr

90 ft





THE CITY OF ASHLAND, MISSOURI

Dear Selection Committee,

The City of Ashland thanks you for your consideration for assistance with our tennis court renovations. For the Fiscal Year 2021, the City has appropriated \$27,149 for the City of Ashland Community Park Tennis Courts (TPA-20MO1256) project. Any questions regarding funding can be sent to treasurer@ashlandmo.us or by calling 573-657-2091. Again, we appreciate your consideration and we look forward to hearing from you.

Thank you,

Jon Sanders
City Of Ashland, Missouri
Treasurer

109 E. BROADWAY ~ P.O. Box 135 ASHLAND, MO 65010 (573) 657-2091

POLICE DEPT: (573) 657-9062 FAX: (573) 657-7018 WWW.ASHLANDMO.US



July 3, 2020

To whom this may concern:

The Southern Boone Area YMCA is in support of the Ashland City Parks & Rec Boards effort to fix the existing city park tennis courts. Our YMCA has held tennis programs in the past and looks to develop stronger youth and adult programming around the tennis courts in the future. In order to do so, we need a court that is in functioning condition that will support better play and safety. We also plan to run a USTA approved camp once the project has been completed.

Most importantly, your support will help us serve more people and expand our mission as we strengthen the foundations of community through one of our YMCA pillars; youth development.

Don't hesitate to give me a call with any questions.

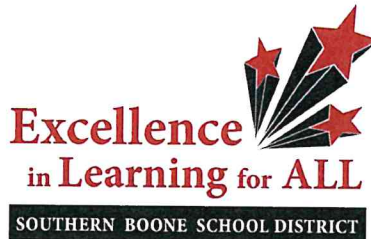
Sincerely,

A handwritten signature in black ink, appearing to read 'Kip Batye', written over a large, stylized 'Y' shape.

Kip Batye
Branch Director
kbatye@jcymca.org
573.657.9600

A handwritten signature in black ink, appearing to read 'Derek Mordica', written in a cursive style.

Derek Mordica
Program Director
dmordica@jcymca.org
573.657.9622



Christopher Felmlee
Superintendent of Schools
5275 West Red Tail Drive
Ashland, MO 65010

Telephone: 573-657-2147
Email: cfelmlee@ashland.k12.mo.us

June 5, 2020

To Whom It May Concern,

Please find this letter of support on behalf of the City of Ashland and its endeavors to make improvements to its tennis courts. I fully support the grant the City is writing. The District has had a long relationship of working together with the City to improve our community. We are committed to serving our families and to doing all we can to make our community the best possible. If the grant is approved the school district is committed to adding tennis to our physical education curriculum as well as enrichment classes and opportunities for our students.

Thank you for your consideration of the grant and the potential this has to provide our families additional opportunities to enjoy our parks and expanded educational programs.

Respectfully,

Christopher Felmlee
Superintendent of Schools
Southern Boone School District



PROPOSAL

Bid ID Number:44845

Date:8/5/2020

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To: City of Ashland Public Works 399 N. College Street Ashland, MO 65010 PHONE: CONTACT:	Job Proposed: TIPS Ashland City Park - Tennis Courts 2020 399 N College Street Ashland, MO 65010
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Description	Quantity	Units	Net Price
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TIPS Cooperative Purchasing Contract Numbers:
170205

Option 1: Crack Filling

\$5,976.00

Tennis Court Crack Filling:
 Fill all cracks full depth with a Court Patch Binder, Portland cement, and silica sand mixture.
 Grind cracks smooth.
 Color coat over the filled cracks.
 Repaint any lines that were disrupted by crack filling.

600 LF

NOTE: Courts will look patched. No guarantee for crack filling.
 Existing cracks will reappear and new cracks may form.

Option 2: Resurface

\$22,313.00

Tennis Court Power Washing:
 Thoroughly power wash all dirt and debris from the tennis courts with a 4000 PSI power washer.

Birdbath Filling:
 Fill birdbaths with court patch binder, Portland cement, and silica sand mixture.
 Grind edges smooth.
 Apply multiple applications of Acrylic Resurfacer to hide out the repairs.

NOTE: No guarantee to totally remove all ponding areas.

Crack Filling:
 Fill all cracks full depth with a court patch binder, Portland cement, and silica sand mixture.
 Grind cracks smooth.
 Apply multiple applications of acrylic resurfacer to hide out the repairs.

600 LF

NOTE: No guarantee for crack filling.
 Existing cracks will reappear and new cracks may form.

Color Coating:
 Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat.
 Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat.
 Layout and Paint Playing lines per USTA standards.

1440 SY



PROPOSAL

Bid ID Number:44845

Date:8/5/2020

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To: City of Ashland Public Works 399 N. College Street Ashland, MO 65010 PHONE: CONTACT:	Job Proposed: Ashland City Park - Tennis Courts 2020 399 N College Street Ashland, MO 65010 FAX:
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Description	Quantity	Units	Net Price
<u>Option 3: Resurface with Fabric Crack Repair System</u>			\$31,963.00

Tennis Court Power Washing:
Thoroughly power wash all dirt and debris from the tennis courts with a 4000 PSI power washer.

Birdbath Filling:
Fill birdbaths with court patch binder, Portland cement, and silica sand mixture.
Grind edges smooth.
Apply multiple applications of Acrylic Resurfacer to hide out the repairs.

NOTE: No guarantee to totally remove all ponding areas.

MAC Geotextile Crack Repair System:
Fill crack full depth with court patch binder, Portland cement, and silica sand mixture.
Grind and smooth the filled crack.
Install 12 inch wide geotextile fabric with an adhesive backing over the filled crack.
Install 20 inch wide TieTex fabric and saturate in acrylic resurfacer.
Install 40 inch wide TieTex fabric and saturate in liquid court patch binder.
Thoroughly hide out crack repair system using multiple stepped out coats of acrylic resurfacer.

600 LF

NOTE: The Geotextile Crack Repair System will not prevent cracks from growing out in length beyond the repair nor will it protect the rest of the court from cracking. Egg shell/spide web fracturing in the acrylic coatings may develop over the fabrics.

Color Coating:
Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat.
Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat.
Layout and Paint Playing lines per USTA standards.

1440 SY

Based on tax exempt prices.
A Project Exemption Certificate must be furnished before the start of work.



PROPOSAL

Bid ID Number:44845

Date:8/5/2020

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To: City of Ashland Public Works 399 N. College Street Ashland, MO 65010 PHONE: FAX: CONTACT:	Job Proposed: Ashland City Park - Tennis Courts 2020 399 N College Street Ashland, MO 65010
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Description	Quantity	Units	Net Price
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*** Estimated Start Date October 5th, 2020.

NO GUARANTEE FOR CRACK REPAIRS/FILLING. EXISTING CRACKS WILL REAPPEAR AND NEW CRACKS WILL FORM.

NO GUARANTEE TO TOTALLY ELIMINATE BIRD BATHS OR WATER SPOTS.

Price is for one mobilization. Each additional mobilization will be billed at \$500.00 each.

Price includes all applicable taxes.

EXCLUSIONS:

- Bonds (If required add 1% to total amount)
- Permits
- Seeding/sod
- Fence work
- Concrete work
- Windscreen
- Tennis court accessories
- Lighting
- Any items not listed above.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

PAYMENT and COLLECTION: Payment is due upon receipt of Company's invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms including but not limited to collection of amounts due, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: _____

Name & Title (Please Print): _____

Date
Accepted: _____

Mike Mehaffey

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: September 1, 2020

Re: Sarah Drive Bridge Geotechnical, Construction & Testing

EXECUTIVE SUMMARY: Allstate Consultants developed the bid specifications and plans for the replacement of the Sarah Drive Bridge. The contract for the work has been awarded to Fischer Grading. Geotechnical, construction and testing services were not included in Allstate's original scope of work.

DISCUSSION: The City does not have sufficient staff or expertise to monitor the construction to ensure that work is completed as designed and in accordance with our bid specifications. Staff recommends that the City accept the proposal submitted by Allstate to provide geotechnical, construction and testing services for this project as outlined in their proposal dated July 6, 2020 (attached).

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$5,000

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation to have Allstate Consultants provide geotechnical, construction and testing services for the Sarah Drive Bridge replacement project.

9-01-2020

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL WITH
ALLSTATE CONSULTANTS FOR THE SARAH DRIVE BRIDGE REPLACEMENT

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

The Board of Aldermen authorizes the Mayor to execute the proposal for geotechnical, construction & testing with Allstate Consultants for the Sarah Drive Bridge Replacement.

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

Passed and adopted this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk



July 6, 2020

Tony St. Romaine
City Administrator
City of Ashland, Missouri
109 E. Broadway, P.O. Box 135
Ashland, MO 65010

Re: Geotechnical, Construction & Testing Proposal
Sarah Drive Bridge Replacement

Dear Mr. St. Romaine,

Allstate Consultants LLC is pleased to provide you this proposal for geotechnical, construction and testing services. The detailed scope below is based on the key areas of QA/QC of the construction phase of Sarah Drive bridge with a precast box culvert. Therefore, we understand the scope of services to include:

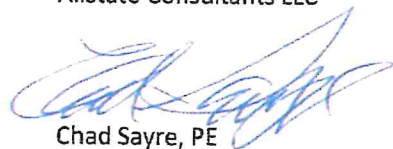
- Geotechnical
 - Collect samples of MoDOT Type 5 base
 - Proctor analysis of sample
- Construction
 - Review of shop drawings for precast box culvert
 - Verify proper placement and installation of culvert
 - Check concrete mix design
 - Confirm proper construction of small stilling basin on downstream side of box
 - Ensure collaboration of possible utility conflicts
- Testing
 - Nuclear density testing of compaction fill
 - Concrete sampling and testing
 - Compressive concrete strength reports

We can provide the above listed scope of services for an estimated fee of Five Thousand Dollars (\$5,000).

Thank you for the opportunity to provide this proposal. Please don't hesitate to contact us with any questions.

Sincerely,

Allstate Consultants LLC



Chad Sayre, PE

Accepted By

Name

Date



2020 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$180.00
ENGINEER III	\$150.00
ENGINEER II.....	\$140.00
ENGINEER I.....	\$125.00
WATER QUALITY SCIENTIST III	\$145.00
WATER QUALITY SCIENTIST II	\$115.00
WATER QUALITY SCIENTIST I	\$75.00
PROJECT SCIENTIST III.....	\$140.00
INVESTIGATIVE ENGINEER III	\$225.00
INVESTIGATIVE ENGINEER II.....	\$200.00
INVESTIGATIVE ENGINEER I.....	\$170.00
TECHNICIAN VI/SURVEYOR III	\$135.00
TECHNICIAN V/SURVEYOR II	\$125.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$110.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$91.00
TECHNICIAN II	\$75.00
TECHNICIAN I.....	\$55.00
TECHNICIAN	\$36.00
SURVEY CREW (1 MAN).....	\$135.00
SURVEY CREW (2 MEN).....	\$160.00
SURVEY CREW (3 MEN).....	\$185.00
INVESTIGATOR IV	\$130.00
INVESTIGATOR III.....	\$120.00
INVESTIGATOR II.....	\$95.00
INVESTIGATOR I.....	\$77.00
EXPERT TESTIMONY II.....	\$365.00
EXPERT TESTIMONY I.....	\$235.00
DRILL RIG CREW (2 MEN)	\$165.00
DRILL RIG CREW WITH GROUTER (2 MEN)	\$185.00
GPS RECEIVERS/DRONE (PER UNIT)	\$130.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$55.00/day
ATV (PER UNIT).....	\$130.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850
Allstate/files/allstate/wage rates

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
816-895-2310

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	\$3.00/mile
Mobilization of Water Truck or Support Vehicle	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance	Actual Cost
For Actual Cost of Sub Contracted Items	See Attached

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure)	\$200.00/test
Swell Potential and Swell Pressure	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

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Fax: 573-875-8850

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30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

TERMS AND CONDITIONS

FOR GEOTECHNICAL AND CONSTRUCTION TESTING SERVICES

ALLSTATE CONSULTANTS LLC

1. **SCOPE OF SERVICES:** Allstate Consultants LLC (the Firm) shall perform the Geotechnical Engineering and/or Construction Observation and Testing Services described in this Agreement for the stated fee arrangement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices.

Cost estimates provided in the Agreement, shall not be considered as a firm fee unless so stated in the Agreement. If unanticipated site conditions are discovered, the scope of services may change as the work progresses. The Firm will advise the Client of the unanticipated conditions and will perform authorized additional services in accordance with the attached fee schedule rates. Rates will be provided for any additional work beyond the scope of services described in this Agreement and not included in the attached fee schedule.

2. **STANDARD OF CARE:** The Firm will perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any oral or written report, opinion, document, or other instrument of service.
3. **SITE ACCESS:** Unless otherwise stated, the Firm will have the right of access to the site for activities necessary for the performance of the site exploration or construction observation and testing services. While the Firm will take reasonable precautions to minimize damage due to these activities, the Client recognizes that the Firm's use of exploratory equipment may cause some damage to the site and understands that the restoration of such damage is not part of this Agreement. The Client further understands the Firm has not included costs for restoration of any resulting damage in the stated fee.
4. **BURIED UTILITIES:** The Firm will contact representatives of local utility companies to request that the locations of underground utilities be marked in the areas we plan to perform subsurface exploration. Reasonable precautions will be taken by the Firm to avoid damage or injury to existing underground utilities. The Client agrees to mark or have others mark the locations of any private utilities existing on the site and to hold harmless and indemnify the Firm for any claims or liabilities incurred for damages to underground utilities that were not brought to the Firm's attention or were not correctly marked or shown on drawings provided to the Firm.
5. **BORING AND FIELD TEST LOCATIONS:** Unless otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests using pacing, a measuring wheel, and/or a tape and a scaled, Client furnished, site drawing with convenient on-site reference points. The Firm will approximate right angles and will estimate ground elevations based on interpolation from furnished topographic information or provided control points. If so stipulated in the Agreement, the Firm will determine elevations using an engineer's level and a convenient benchmark provided by the Client. The accuracy of the Client provided information and/or survey control will effect the accuracy of the boring, test pit and field test locations and the elevations determined by the Firm. If greater accuracy is required, or if otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests and will determine ground elevations using professional surveying methods. The Firm reserves the right to adjust boring, test pit or field test locations a reasonable distance to avoid unexpected obstacles that may be encountered at the site.
6. **SUBSURFACE RISKS:** The Client realizes that special risks are associated with the identification of subsurface conditions that are hidden from view. Even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions, because such conditions are hidden and therefore cannot be targeted in development of a subsurface exploration plan. For similar reasons, conditions that the Firm infers to exist between sampling points may differ significantly from the conditions that actually exist there. Time also plays a significant role and the Client recognizes that, because of natural occurrences or human intervention at or near the site, actual conditions discovered through sampling are subject to rapid change. The Client further understands that such risks cannot be eliminated, but that the Firm is able to apply certain techniques to help reduce such risks to a level the Client deems tolerable. The Firm is available to explain these risks and risk reduction methods to the Client, but, in any event, the scope of services included in this Agreement is that which the Client agreed to or selected in light of the Client's own risk preferences and other considerations.
7. **GEOSERVICE EXCLUSIONS:** The Client, understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geoenvironmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns and, if they do, they may not report them. The same applies to personnel involved with geoenvironmental projects, with respect to geotechnical issues. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to report or report fully on environmental issues in instruments of geotechnical service or on geotechnical issues in instruments of geoenvironmental service. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

8. **CHANGED CONDITIONS:** The Client has relied on the Firm's professional judgment in establishing the Firm's scope of services and estimated fee for this project, given the project's nature and risks and the Client's risk preferences and imposed constraints. The Client shall also rely on the Firm's professional judgment in evaluating the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Firm. Should the Firm call for contract renegotiation, the Firm shall identify the changed conditions that in the Firm's professional judgment make such renegotiation necessary and the Firm and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, the Firm shall have the right to terminate this Agreement without penalty as per Paragraph 18, Termination of Services.
9. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** Hazardous materials or certain types of hazardous materials may exist even where there is no reason to believe they are present. Should the Firm discover such unanticipated hazardous materials or suspected hazardous materials, the Firm shall notify the Client as soon as practically possible. The Client and the Firm agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation or termination of this Agreement. The Client and the Firm also agree that, upon discovery of unanticipated hazardous materials or suspected hazardous materials, the Firm should take those measures that in the Firm's opinion are necessary to preserve and protect public health, safety, and welfare and the environment. The Client agrees to compensate the Firm for such services, given that the hazardous materials or suspected hazardous materials in question are the Client's responsibility. In addition, the Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's discovery of unanticipated hazardous materials or suspected hazardous materials, or their presence. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
10. **DISPOSAL OF SAMPLES:** All soil, rock, water, and other samples obtained from the project site are the Client's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, the Firm shall preserve such samples for no longer than sixty (60) calendar days after the Firm's issuance to the Client of the report that relates data obtained from the samples. If in the Firm's opinion any of these samples are or may be affected by a regulated contaminant, the Firm shall package such samples in accordance with applicable law, and the Client shall arrange for lawful disposal procedures, that is, procedures to remove the samples from the Firm's custody and transport them to a disposal site. The Firm shall not under this Agreement arrange for or otherwise dispose of substances affected by regulated contaminants. The Firm will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but the Firm shall not make any independent determination about the selection of a treatment, storage, or disposal facility, nor will the Firm subcontract such activities through transporters or others. The Client shall sign all manifests for the disposal of substances affected by regulated contaminants and shall otherwise exercise prudence in arranging for lawful disposal. Because involvement with Client's contaminated samples can expose the Firm to severe risks, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's containing, labeling, transporting, testing, storing, or other handling of the Client's contaminated samples. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
11. **CONSTRUCTION OBSERVATION AND TESTING:** The Client recognizes that observation and testing will be necessary during construction and that unanticipated or changed site conditions may be encountered as construction progresses. For these reasons, the Client will retain the Firm to provide observation and testing services during construction. The scope of services describing the portions of construction for which observations and tests will be performed will be described in the Construction Observation and Testing Agreement. The Firm's observation and testing services will consist of performing field and laboratory tests, reporting test results to on-site personnel designated by the Client and developing and reporting to the Client the Firm's professional opinion as to whether the results of the observations and tests indicate compliance with the project requirements. The Firm's observation and testing services will be limited to portions of the work stipulated in the Agreement that are in progress when the Firm's representative(s) are on-site.

The Client understands that construction observation and testing are conducted to reduce, not eliminate, the risk of problems arising during or after construction, and that provision of the Firm's service does not create a warranty or guarantee of any type. In all cases, the contractors shall retain responsibility for the supervision, quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based and they should be so informed. The contractors should also be advised that neither the Firm's presence on-site nor the performance of the Firm's observation and testing services relieves them in any way from compliance with project requirements nor from defects discovered in their work.

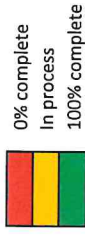
The Client recognizes that even those products manufactured in closely controlled environments have variations in properties and that the accuracy of tests used to measure the quality of these products are also subject to variations. As compared with other manufactured products, field construction typically has wider variations in product properties and in test results. Therefore, even with careful observation and testing, the Firm cannot state that all portions of the work comply with project requirements. However, the level of confidence regarding compliance with project requirements is generally much higher with full time observation and testing than with intermittent or periodic observation and testing.

Should the Firm, for any reason, not be selected to provide construction observation and testing services during implementation of the Firm's plans, specifications, and/or recommendations, or should the Client unduly restrict the Firm's assignment of observation personnel, the Client shall, to the fullest extent permitted by law, waive any claim against the

Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by the Firm. Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

12. **SITE SAFETY:** The Firm's site responsibilities are limited solely to the activities of the Firm and the Firm's employees on the site. These responsibilities shall not be inferred by any party to mean that the Firm has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence of the contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the contractor alone. The Client warrants that: 1) these responsibilities will be made clear in Client's agreement with the contractor; 2) Client's agreement with the contractor shall require the contractor, to the extent of contractor's negligence, to indemnify, defend, and hold Client and the Firm harmless from any fine, penalty, claim, or liability for injury or loss arising from Client's or the Firm's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the contractor shall require the contractor to make Client and the Firm additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and the Firm, and shall hold Client and the Firm harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to exercise site safety responsibility. Client also shall compensate the Firm for any time or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
13. **LIMITATION OF LIABILITY:** Client and the Firm have considered the risks and rewards associated with this project, as well as the Firm's fee for services. The Client and the Firm agree to allocate certain of the risks so that, to the fullest extent permitted by law, the Firm's total aggregate liability to the Client and all third-parties is limited to the greater of \$ 50,000 or the Firm's fee for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other act giving rise to liability based upon contract, tort, or statute.
14. **INDEMNIFICATION:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts they may be liable.
15. **CONFIDENTIALITY:** The Firm agrees to keep confidential and to not disclose to any person or entity (other than the Firm's employees and subcontractors), without the prior consent of Client, all data and information not previously known to and generated by the Firm, or furnished to the Firm and marked "CONFIDENTIAL" by Client; provided, however, that these provisions shall not apply to data that: are in the public domain; were previously known to the Firm; or were independently acquired by the Firm from third-parties under no obligation to Client to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of the Firm, nor shall they be interpreted to in any way restrict the Firm from complying with a legally enforceable order to provide information or data. The Client agrees that the Firm may use and publish the Client's name and a general description of the Firm's services with respect to the project in describing the Firm's experience and qualifications to others. The Client also agrees that any patentable or copyrightable concepts developed by the Firm in the course of the Firm's services hereunder are the sole and exclusive property of the Firm.
16. **FEES:** A *Fixed Fee*, if stated, shall constitute the total compensation due. An *Estimated Fee*, if stated, shall be calculated on the basis of the attached *Fee Schedule* and the estimate shall not be exceeded by more than twenty percent without written approval of the Client. A *Not To Exceed Fee*, if stated, will be calculated on the basis of the attached *Fee Schedule* and will not be exceeded without prior written approval of the Client.
17. **BILLING AND PAYMENTS:** Statements for the Firm's services shall be submitted on a monthly basis. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the permitting, construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.
18. **TERMINATION OF SERVICES:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.
19. **OWNERSHIP OF DOCUMENTS:** All boring and test pit logs, field data, field notes, laboratory data, calculations, analyses, estimates, reports and other documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.
20. **APPLICABLE LAWS:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

CITY ADMINISTRATOR'S REPORT - 09/01/2020



PROJECT LIST				
Ashland Commons Development	Final plat approval tentative July P&Z meeting	City Administrator	1	
Assistant City Administrator	Ghire an Assistant City Administrator	City Administrator	1	24 applications received. Three top candidates were interviewed by the selection committee on 8/28/2020.
Broadway Resurfacing	Obtain proposal for Broadway mill & overlay (City portion) to be performed in conjunction with MoDOT overlay in Spring of 2020.	Public Works Director	1	Project to be rebid by MoDOT in Dec, 2020 for coordination with roundabout project.
City Hall Design/Build	Agreement with PBA approved on 10/15/2019. Awaiting property donation prior to beginning design work.	City Administrator	1	Property to be donated following final plat approval of Ashland Commons
Comprehensive Plan Update	Chapter 3 (Vision, Goals & Objectives) reviewed by City Administrator & P&Z in Nov, 2019 with Todd Streller. Looking to complete the plan in early 2020.	City Administrator	1	Public Hearing on plan re-scheduled for special P&Z meeting on Aug 3rd. Approved by P&Z. Ordinance to be introduced for BOA approval on 8/18. Final approval on 9/1/2020.
Downtown beautification	Broadway Beautification Task Force approved by Board on 10/15/2019. Appointments to be made by December, 2019.	City Administrator	1	Grant application submitted to MMS prior to deadline of 7/16. Selection Committee to meet with City staff, SBEDC and BBTF on 8/5. Grant approved for BOA acceptance on 9/1/2020
East Ashland Plaza	Monitor progress on sale of lots, build-out, etc.	City Administrator	1	Ongoing meetings with developers re: site plans.
GIS	Develop strategy for mapping water, sewer and other City infrastructure.	City Administrator	1	Funding included in FY21 budget
Lions Club Grant	50/50 grant for new bathroom at ballfield - See Parks Improvements.	City Administrator	1	Feedback from LCI - Will need to re-apply for next funding cycle due in January 2021 - apply in late Sept, 2020. Grant has been resubmitted.
Optimist Pool	Financial assistance re: pool operations	City Administrator	1	Committee formed by Mayor on 07/07/20.

Parks Improvements	Purchase and install new restroom at City Park. Complete repairs of ball field. Address erosion issues in parking lot and playground areas.	Public Works Director	1	LWCF & RTP grants submitted on 2/14/2020, Awaiting decision in September, 2020. Grant award delayed until March 2021.
Perry Ave Extension	Extension of Perry Ave to connect with Industrial Blvd at East Ashland Plaza.	City Administrator/Public Works Director	1	Funding for engineering costs budgeted in FY 21 and included in EDA application for Ranken project.
Plan Reviewer/Building Inspector	Hire FT Plan Reviewer/Building Inspector	City Administrator	1	Job description prepared and reviewed by P&Z. Posting this week - applications due by 9/4.
Playground Rubber Mulch	Solicit grant for recycled rubber mulch for City park playground.	Public Works Director	1	Rubber mulch no longer an option.
Recycling Lot	Relocate to W Redtail Dr	Public Works Director	1	Fence installation later this week. Signs have arrived. Lot completed on 8/28/2020
Roundabout (Broadway/Henry Clay)	Preliminary design approved at 11/5/19 BOA meeting. Project moves on to MoDOT ROW negotiation and acquisition with affected property owners.	City Administrator	1	Teleconference with MoDOT ROW Team on 4/16/20. Spoke to MODOT Right-Of Way official on 7/20. Negotiations still ongoing.
Sarah Drive Bridge	Replace Sarah Drive Bridge	Public Works Director	1	Seven bids received. Contract mailed to Fischer Grading for execution in the amount of \$96,575.00. Pre-construction conference scheduled for 8/12. Application submitted on 8/12.
SCEAP Grant	Grant from MoDNR for engineering assistance funding to assist with I&I issues	City Administrator	1	6/4/20. Received approval to solicit RFQ from firms to provide engineering services for MoDNR approval. RFQ mailed to prospective firms on 8/26/2020.
Tax Increment Financing	Resolution approved for adopting procedures for accepting bids & proposals on 10/15/2019. Ordinance establishing TIF Commission approved 11/5/2019. Ordinance for establishing criteria for the evaluation of TIF applications in development.	City Administrator	1	

Tennis Court Repairs	Apply for USTA grant for repairing and recoating tennis courts.	Public Works Director	1		PW Director's report
USDA Facility Loan	Apply for financing for construction of new City Hall complex.	City Treasurer	1		
Cartwright Technology & Industrial Park	Reviewing the applicability of various economic development incentives for the development of this area.	City Administrator	2		On hold
City website	Develop RFP for new City website.	City Administrator	2		Draft design proposal submitted to City on 6/30/2020. Met with Revize re: sitemap on 7/20. http://cms5.revize.com/revize/designs/missouri/city_of_ashland_mo/index.php
Economic development strategy	Continue to work with REDI, SBEDC and key community partners such as the School District, Chamber, Parks Board, etc.	City Administrator	2		Working with SBEDC and SB Chamber of Commerce to fund a part time position, City's portion included in FY21
Personnel manual	Update Personnel Manual for approval by BOA.	City Administrator	2		
Planning & Zoning Code Revisions - 9, 10, 11 and 12	Review and recommend changes to Chapters 9, 10, 11 & 12 of the City Code. Work through P&Z.	City Administrator	2		has been met and advertised. Responses due by July 17. Received four proposals. Selection committee will be meeting to evaluate proposals, interview firms, and prepare a recommendation for BOA approval. Interviews scheduled for 9/2-9/3.
Pocket Park	Preliminary design for division of park sent to two property owners on 11/21/2019 for input.	City Administrator	2		Allstate Engineering - in process of surveying for revised plat. BOA approval on 6/16/20.

Sale of surplus land parcels	Contract for real estate broker approved by BOA on 11/5/2019 with South County Realty. Four (4) parcels to be listed for sale.	City Administrator	2	Surplus land parcels currently being marketed. Two parcels sold subject to contingency and BOA approval on 6/16. Closed on two parcels on 8/26/2020. The commercial lot behind City Hall has been taken off the market.
Lakeview Park Improvements	Work with MDC and Park Board for design of recreational area/fishing access (ADA dock, restroom, trail, parking lot, lighting).	Public Works Director	3	One small parcel still to be acquired before design development can proceed.
Ranken Project	Partner with Shool District and Ranken to submit an EDA grant to construct a technical college in Ashland, MO	City Administrator	1	Grant tentatively approved in the amount of \$4.5M subject to additional matching funds. Schedule special meetings with BOA and SBCSD to discuss matching funds guarantee. City and School District approved the guarantee (match). Work is underway to hire a professional fundraising firm to develop a campaign to fulfill our match.
Citizen satisfaction survey	With the assistance of a qualified firm, develop a Citizen Satisfaction Survey to measure the degree of satisfaction that the community has with the City in a wide variety of areas – streets, public safety, refuse collection, utilities, growth, planning, parks, recreation facilities, etc. Compare results with similar size Missouri cities. Questions should also be included to ask for the community's level of support on any major proposed initiatives that the Board may consider proposing.	City Administrator	1	
Utility Policy & Procedures	Review and update shut-off policy, deposits, transfers when home sold.	City Administrator	1	

BoCo Road Maintenance Agreement	Review agreement with BoCo re: maintenance of roads in and around the incorporated limits of the City.	Public Works Director	2			
Bonding requirements for yard /landscape bonds	Re-write policy with consideration for increasing the monetary requirements. <small>REVIEW AND REWRITE POLICY FOR MONUMENT TO BECOME A</small>	City Administrator	2			
Charter City	Charter city if population (confirmed by 2020 census) exceeds 5,000.	City Administrator	2			
City Map Updates	Work with MMRPC to update City street and Ward maps. This project will require significant input from the Board, community and City staff in order to determine the City's	City Administrator	2			
City strategic plan	Develop policy and procedure manual to coincide with City Personnel manual	City Administrator	2			
Public Works Policy and Procedure Manual		Public Works Director	2			
	Develop snow policy including the designation of snow routes within the City where parking will be prohibited following a 2" snowfall.	Public Works Director	2			
Snow Policy						
Broadway Overpass Improvements	Broadway Overpass (beautification, lighting, pedestrian safety)	Public Works Director	3			
	along Henry Clay Blvd (curb and gutter, stormwater, shoulder, sidewalk, street lamps, pavement, pedestrian safety, etc.)	Public Works Director	3			
Henry Clay Blvd Overhaul						
Main Street Resurfacing	Obtain proposal for Main St resurfacing (to be completed after YMCA and East Ashland Plaza construction).	Public Works Director	3			
	Compare rates and impact/connection fees with other providers. Review cost of service study that was completed approx 3 years ago in conjunction with WWTP funding.	Public Works Director				
Utility Rates - Sewer, Water		City Administrator	3			
Description						
Status		Key Person Responsible		Priority	Status	
iPads for Mayor and Board of Aldermen	Order iPads for Mayor & Board of Aldermen for City related use - email, access Board agendas and related materials.	City Administrator		1	Cases and/or keyboard order in process.	
	Alliance (sewer) agreement exp. Apr 2020	City Administrator		1	Board approval 4/21/20	
Ashland Municipal Complex, Inc (non-profit)	Approved by BOA on 11/12/2019	City Counselor		1	Board approved 11/12/19	
Banking Services - Develop RFP	RFP for banking services to be developed and advertised.	City Treasurer		1	Board approved 2/18/20	

Capital Improvement Plan	In process. Projects will be considered as part of the budget process.	City Treasurer	1		BOA approval 4/21/20
City Hall Lease (exp. Apr 2020)	Renegotiate lease with Westhoff Rentals	City Administrator	1		Board approved 2/4/20
Golf Cart & Low Speed Vehicle Ordinance	Change Code to permit use of golf carts on City streets	City Administrator	1		Ordinance approved by BOA on May 19.
Implement purchasing module	Agreement with gWorks approved by BOA on 10/15/2019. Working to establish a date for installation and training.	City Treasurer	1		Module installed and functional.
Implement use of Purchase Requisitions	Develop form for use by departments for purchases exceeding \$1000.	City Administrator	1		Form completed and distributed to departments for use on 5/5/2020.
Lodging Tax	Work with Rep. Walsh to establish state legislation authorizing Ashland to initiate a ballot initiative for	City Administrator/City Counselor	1		Approved. Vote of residents can be no earlier than Nov 22.
Mowing & Trimming City Parks & Facilities	Hire company to mow City parks and other facilities	City Administrator/Public Works Director	1		Gilmore Lawn & Land began mowing services 05/11/20.
Pay Classification Plan	Establish formal pay ranges and classifications	City Administrator	1		BOA approval on 4/21/20
Procurement process	Review and re-write Chapter 7 (Selection of Professional Services) of the City's Code.	City Administrator	1		Board approved on 1/7/20
Refuse Collection Agreement	Review agreement with Republic for refuse collection services.	City Administrator	1		Scheduled for renewal on June 1
RFQ for Engineering Services - On Call	Develop RFP for on-call engineering services.	City Administrator	1		Agreements scheduled for approval on 4/21/20
Social Media	Increase Ashland's presence on social media	City Administrator	1		SAR page established with over 900+ members
Supplemental Budget Request	Develop a form for departments to complete that justifies the need for capital items or personnel during the 2021 budget process.	City Treasurer	1		Form used in development of FY21 budget
YMCA	Contract for purchase of community recreational services approved by BO on 11/5/2019. Site plan for YMCA scheduled for P&Z review in Dec 2019.	City Administrator	2		Under construction
Budget FY21	Develop detailed budget calendar and budget for 2021 budget approval process.	City Treasurer	1		BOA approval 4/21/20
Utility Maintenance Worker I	Hire a Utility Maintenance Worker I for the Water Department	Water Utility Superintendent	1		Complete
Wastewater Treatment Plant	Monitor completion, punch lists etc.	City Administrator/Public Works Director	1		Ribbon cutting scheduled for 7/9 at 10:00 a.m.
Board Agenda process	Recommend adjustments to the Board agenda outline for efficiency and improved citizen input during Resolution & Ordinance discussion.	City Administrator/City Clerk	3		Fully implemented by 7/7/20

Utility Leak Adjustment Policy	Research and draft.	City Administrator	1	Submitted to BOA on 7/7.
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