

**CITY OF ASHLAND
815 E. BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, JANUARY 20 , 2015
7:00 P.M.**

Call to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 1-20-2015 agenda: **Action:** _____
2. Consideration of the meeting minutes from 1-06-2015: **Action:** _____

APPEARANCES

3. Park Board-recommendations for fiscal year 2016 Budget
4. Anyone wishing to appear before the Board

APPOINTMENTS

5. Sandra Harris, Parks and Recreation Board

COUNCIL BILLS

6. Council Bill No. 2015-003, an ordinance to amend Appendix C-3 of Chapter 14 of the Code of the City of Ashland to increase water deposits. First Reading by title only. **Action:** _____
7. Council Bill No. 2015-004, an ordinance to amend Chapter 10 of the Code of the City of Ashland to establish a building permit administrative processing fee. First Reading by title only. **Action:** _____
8. Council Bill No. 2015-005, an ordinance authorizing the Mayor to enter into an alternatives funds program agreement with Missouri Highways and Transportation Commission. First Reading by title only. **Action:** _____

ORDINANCES

9. Ordinance No. 1013, an ordinance to amend Chapter 9, Planning and Zoning, of the Code of the City of Ashland. **Action:** _____
10. Ordinance No. 1014, an ordinance to amend Chapter 11, Subdivision regulations, of the Code of the City of Ashland. **Action:** _____

11. Ordinance No. 1015, an ordinance authorizing the Mayor to enter into an alternatives funds program agreement with Missouri Highways and Transportation Commission.
Action: _____

RESOLUTIONS

12. None

OTHER

13. Consideration of solid waste contract price increase for 2015
14. Change Order and Pay Request for C.L. Richardson Construction-Henry Clay Blvd. and Peterson Lane Water System Improvements

REPORTS

15. Travis Davidson, Public Works- monthly report
16. Mayor's Report
17. Board of Aldermen's Report
18. City Administrator's Report
19. City Attorney's Report
20. Vote to go into closed session pursuant to Chapter 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public government body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of section 610.011, however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;
21. Go into open session and report any action if any taken
22. Vote to adjourn the meeting

The City of Ashland wants to make certain our meeting is accessible to all citizens. If you require any accommodations (signing, interpreter, translator, etc.) that we do not normally have at our meetings, please let Darla Sapp, City Clerk know of your needs. (if possible 48 hours in advance of the meeting.)

TUESDAY, JANUARY 6, 2015
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on January 6, 2015 at 815 East Broadway.

Alderman Anderson gave the invocation.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll:

Ward One: George Campbell-here, George Elliott-here

Ward Two: Jeff Anderson-here, James Fasciotti-here

Ward Three: Anthony Taggart-here, Fred Klippel-absent

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief, Jessi Kendall, Treasurer/Deputy City Clerk, Josh Hawkins, City Administrator.

Mayor Rhorer presented the agenda for January 6, 2015 for consideration. Alderman Anderson made motion and seconded by Alderman Campbell to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes for December 2, 2014 for consideration. Alderman Anderson made motion and seconded by Alderman Fasciotti to approve the minutes as presented. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the Board.

Alderman Campbell discussed the extremely high engineering bills. The Board discussed this and the Mayor and City Administrator is reviewing the engineering services.

Anyone wishing to appear before the Board.

Bryan Bradford introduced himself and expressed his interest to serve on the Park and Recreation Board.

Jeffrey Sapp introduced himself and expressed his interest on serving on the Planning and Zoning Commission or Board of Adjustment.

Mayor Rhorer presented Bryan Bradford to serve on the Parks and Recreation Board. Alderman Taggart made motion and seconded by Alderman Fasciotti to appoint Bryan Bradford to serve on the Parks and Recreation Board. The Board of Aldermen asked various questions to Mr.

Bradford. Mayor Rhorer called for the vote. Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye, Alderman Klippel-absent. Motion carried.

Mayor Rhorer presented Sandra Harris to serve on the Parks and Recreation Board. Ms. Harris was not present at the meeting. Alderman Fasciotti made motion and seconded by Alderman Campbell to postpone the application until Ms. Harris could be present. Mayor Rhorer called for the vote. Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye, Alderman Klippel-absent. Motion carried. Alderman Anderson asked we were going to require all applicants to be present. The Board discussed this and felt they should be present or have a representative endorsing them.

Mayor Rhorer presented Jeffrey Sapp to serve on the Planning and Zoning Board. Alderman Anderson made motion and seconded by Alderman Elliott to appoint Jeffrey Sapp to serve on the Planning and Zoning Board. The Board of Aldermen asked various questions to Mr. Sapp. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Anderson-aye, Alderman Klippel-absent. Motion carried.

Mayor Rhorer presented Council Bill No. 2015-001 for consideration. Alderman Campbell made motion and seconded by Alderman Elliott to take up Council Bill No. 2015-001, an ordinance to amend Chapter 9, Planning and Zoning, of the code of the City of Ashland. Mayor Rhorer called for questions or comments. Alderman Anderson questioned the process and clarity in whom people are suppose to guide them through the process from the City. City Administrator, Josh Hawkins explained they have scheduled meetings with everyone involved for site plans and this has had positive feedback.

Alderman Fred Klippel joined the meeting at 7:36 p.m.

Mayor Rhorer building permit process is more stream lined and we have a better time line. The Board discussed the 6 foot buffer on the parking spaces to residential property. The Board discussed this at length. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Anderson-aye, Alderman Klippel-aye. Motion carried.

Alderman Fasciotti made motion and seconded by Alderman Elliott to take a break at 7:43 p.m. Motion carried.

Mayor Rhorer called the meeting back to order at 7:53 p.m.

Mayor Rhorer presented Council Bill No. 2015-002 for consideration. Alderman Anderson made motion and seconded by Alderman Elliott to take up Council Bill No. 2015-002, an

ordinance to amend Chapter 11; Subdivision Regulations, of the Code of the City of Ashland. Mayor Rhorer called for questions or comments. The Board asked various questions relating to this Council Bill. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye. Motion carried.

Chief Woolford's monthly report:

Chief Woolford gave an overview of the yearly calls for service. He updated the Board on the body cameras and gave a presentation to how they worked. He reported in their packet was information on misconceptions of body cameras. He informed the Board they did not receive the grant for in car cameras but he is looking at other grant options. They discussed the need to purchase the cameras even if funding is not available. Chief Woolford reported the light duty officer will be return to full service on the 28th of January. Chief Woolford gave an update on the testing time and K2 Spice. The Board discussed this at length. Chief Woolford reported they would be notifying the convenience store of the ordinance the Board passed. Chief Woolford presented the crash data on Liberty Lane and Hwy 63 that Megan Young compiled for him. Mayor Rhorer stated he would be presenting this to MoDot. Chief Woolford reported they have their policy manual complete and it would be in effect the first of February.

Mayor's Report:

Mayor Rhorer discussed the need to an increase in utility deposits. He explained the deposit does not cover the average utility bill. The Board was in agreement to placing this on the agenda for consideration.

Mayor Rhorer reported the second item he would like to propose an administrative processing fee on building permits. He reported we currently don't get income other than the \$25.00 driveway permit. He explained it takes anywhere from forty minutes to two hours of city staff time. The consensus of the Board was to bring it forward for consideration at the next meeting.

Board of Aldermen's Report:

Alderman Klippel apologized for being late tonight. Alderman Klippel discussed his ride a long experience with the police officer.

Alderman Anderson asked about the memo from Republic Services. Mayor Rhorer reported it would be placed on the next agenda.

Alderman Anderson questioned the bills for the deicer, generator and Allstate Consultants. Fred Boeckmann explained the process of selecting engineering firm. Josh Hawkins, City Administrator reported he is reviewing the engineering fees. Alderman Anderson discussed the

99 Dodge pickup and reviewing if it is time to get rid of it. He reported there is only a few months left in this fiscal year and he wanted to know if there was any interest trying to get MoDot to work with the City at the Henry Clay and Broadway intersection. Mayor Rhorer reported that MoDot engineer was already working on this. Alderman Anderson asked if there was interest in requiring rental property inspections. Mayor Rhorer polled the Board and the consensus was not to pursue it.

Alderman Anderson commented on the lower fuel prices being consistent with Columbia.

Alderman Elliott stated 2014 was a big transition year and reviewed the accomplishments of the YMCA, body camera's, fuel prices and Angel Lane.

Alderman Taggart reported he would like to revisit the city water bill and decreasing the property taxes. The consensus of the Board was to discuss the city water and sewer bill rates. Josh Hawkins, City Administrator reported he would check on this since we passed a bond issue he was not sure if this could be considered.

Mayor Rhorer asked what the consensus of considering reducing the property tax was. The consensus was not to consider this.

City Administrator's Report:

Josh Hawkins, reported he would have an overview of the city, how far we have come and new goals for the upcoming year.

Alderman Anderson suggested finding out if the rate decrease could be possible before placing it on the agenda. Josh Hawkins reported he would get an opinion on this.

Josh Hawkins reported we do need to increase the water deposits and add an administrative processing fee on building permits. They discussed the building permit fees and process. He discussed Hunter's Circle water and the possibility of turning this over to the Consolidated Public Water District.

Mr. Hawkins reminded the Board of the study being conducted by Catholic Charities of Missouri for community preparedness. He encouraged the Board to participate in this.

He updated the Board on migrating to google mail and documents. He stated we would be merging in the next couple of weeks.

Mr. Hawkins discussed a historic preservation grant to help pay for fitness trail and bridge. The Board discussed the parks needing some improvement.

He updated the Board on the next planning session next Tuesday at the American Legion at 7:00 p.m.

Alderman Campbell stated we needed to be prepared to respond to development.

City Attorney's Report:

Fred Boeckmann updated the Board on the Century Link settlement agreement.

Alderman Anderson made motion and seconded by Alderman Klippel to adjourn the meeting.
Mayor Rhorer called for the vote. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

CITY	BALANCE	ACCOUNT #	TYPE
UNRESTRICTED FUNDS			
General Reserve Fund- Mainstreet	246,669.41	524026	CKING
Fund Balance	226,180.62		
TOTAL CITY UNRESTRICTED FUNDS	472,850.03		
RESTRICTED RESERVES			
Capital Fund Current	31,937.67		
Previous Capital Funds Unused	266,079.00		
Street -Transportation Tax	112,542.42		
TOTAL CITY RESTRICTED FUNDS	410,559.09		

UTILITIES			
UNRESTRICTED FUNDS			
Fund Balance	1,954,745.49	1129651	
TOTAL UTILITIES UNRESTRICTED FUNDS	1,954,745.49		
Combined Debt Service-RESERVE	60,086.72		
RESTRICTED RESERVES			
Sewer Debt Service Investments-Mainstreet	30,000.00	11818	CD
Water Reserve Fund-Commerce	65,000.00	6220598046	CD
Sewer reserve Fund-River Region	65,000.00	50	CD
TOTAL UTILITIES RESTRICTED FUNDS	160,000.00		

12/31/2014

LOCAL SALES TAX		CAPITAL SALES TAX										CHANGE OVER FY 2014	CHANGE OVER FY 2013	CHANGE OVER FY 2014
10-10-4010		50-51-4390												
	FY2013	FY2014	FY2015	CHANGE OVER FY 2013	CHANGE OVER FY 2014		FY2013	FY2014	FY2015	CHANGE OVER FY 2013	CHANGE OVER FY 2014			
MAY	\$18,299.34	\$19,885.93	\$24,357.26	\$6,057.92	\$4,471.33	MAY	\$8,514.50	\$9,299.07	\$11,505.16	\$2,990.66	\$2,206.09			
JUNE	\$28,499.62	\$36,083.88	\$34,501.01	\$6,001.39	\$1,582.87	JUNE	\$12,770.76	\$15,736.69	\$15,949.03	\$3,178.27	\$212.34			
JULY	\$30,920.91	\$38,422.30	\$44,292.28	\$13,371.37	\$5,869.98	JULY	\$14,803.74	\$18,378.40	\$20,481.29	\$5,677.55	\$2,102.89			
AUGUST	\$13,209.73	\$15,324.69	\$22,490.17	\$9,280.44	\$7,165.48	AUGUST	\$5,915.73	\$7,002.09	\$10,559.08	\$4,643.35	\$3,556.99			
SEPTEMBER	\$42,748.62	\$41,000.32	\$35,989.17	(\$6,759.45)	\$5,011.15	SEPTEMBER	\$19,095.47	\$18,403.76	\$16,933.17	(\$2,162.30)	\$1,470.59			
OCTOBER	\$26,763.73	\$30,326.53	\$29,222.85	\$2,459.12	\$1,103.68	OCTOBER	\$12,079.76	\$15,007.04	\$12,327.56	\$247.80	\$2,679.48			
NOVEMBER	\$13,143.42	\$23,043.44	\$21,187.71	\$8,044.29	\$1,855.73	NOVEMBER	\$5,787.22	\$9,748.92	\$9,820.27	\$4,033.05	\$71.35			
DECEMBER	\$33,410.97	\$40,354.69	\$36,363.78	\$2,952.81	\$3,990.91	DECEMBER	\$15,100.76	\$18,324.45	\$16,322.57	\$1,221.81	\$2,001.88			
JANUARY	\$26,884.03	\$17,905.20	\$27,023.00	\$138.97	\$8,117.80	JANUARY	\$12,625.70	\$8,034.17	\$12,522.79	(\$102.91)	\$4,488.62			
FEBRUARY	\$21,658.59	\$22,144.66		(\$21,658.59)	\$22,144.66	FEBRUARY	\$10,172.29	\$10,457.88		(\$10,172.29)	\$10,457.88			
MARCH	\$33,232.77	\$35,128.76		(\$33,232.77)	\$35,128.76	MARCH	\$14,230.89	\$14,520.55		(\$14,230.89)	\$14,520.55			
APRIL	\$30,151.92	\$27,346.77		(\$30,151.92)	\$27,346.77	APRIL	\$13,737.80	\$11,989.24		(\$13,737.80)	\$11,989.24			
YEARLY TOTAL COLLECTED	\$318,923.65	\$346,967.17	\$275,427.23	(\$43,496.42)	\$71,539.94	YEARLY TOTAL	\$144,834.62	\$156,902.26		(\$18,413.70)	\$30,481.34			
YTD	\$233,880.37	\$262,346.98	\$275,427.23	\$41,546.86	\$13,080.25	COLLECTED YTD	\$106,693.64	\$119,934.59	\$126,420.92	\$19,727.28	\$6,486.33			
FY2015	Budgeted	\$360,000.00				FY2015	Budgeted	\$165,000.00						
FY2014	Budgeted	\$300,000.00		RECEIVED	\$346,967.17	FY2014	Budgeted	\$140,000.00		RECEIVED	\$156,902.26			
FY2013	Budgeted	\$270,000.00		RECEIVED	\$318,923.65	FY2013	Budgeted	\$122,135.84		RECEIVED	\$144,834.62			
FY2012	Budgeted	\$262,000.00		RECEIVED	\$284,160.10	FY2012	Budgeted	\$120,000.00		RECEIVED	\$127,949.82			
FY 2011	Budgeted	\$265,000.00		RECEIVED	\$274,466.86	FY 2011	Budgeted	\$120,000.00		RECEIVED	\$123,696.56			
FY 2010	Budgeted	\$260,000.00		RECEIVED	\$262,554.35	FY 2010	Budgeted	\$130,000.00		RECEIVED	\$118,675.31			
FY 2009	Budgeted	\$250,000.00		RECEIVED	\$275,731.28	FY 2009	Budgeted	\$130,000.00		RECEIVED	\$125,443.91			
FY 2008	Budgeted	\$250,000.00		RECEIVED	\$292,597.30									
FY 2007	Budgeted	\$250,000.00		RECEIVED	\$270,382.92									
FY 2006	Budgeted	\$250,000.00		RECEIVED	\$276,155.99									

TRANSPORTATION TAX	FY2014	FY2015	CHANGE OVER FY 2014		
20-20-4174					
MAY		\$11,439.90			
JUNE		\$15,596.50			
JULY		\$20,457.09			
AUGUST		\$9,643.40			
SEPTEMBER		\$17,711.66			
OCTOBER		\$12,325.02			
NOVEMBER		\$9,058.42			
DECEMBER		\$16,310.43			
JANUARY		\$12,495.39			
FEBRUARY	\$1,306.33				
MARCH	\$6,586.51				
APRIL	\$11,644.40				
YEARLY TOTAL	\$19,537.24	\$125,037.81			
COLLECTED YTD	\$19,537.24	\$125,037.81			
FY2014	Budgeted	\$30,000.00		Received	\$19,537.24
FY2015	Budgeted	\$155,000.00			

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----					
10-02-2001	United States Treasure	FED/FICA TAX	1,666.40	9126671	1/09/15
10-02-2002	United States Treasure	FED/FICA TAX	2,497.66	4,164.06	9126671 1/09/15
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	149.24	25182	1/09/15
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	74.20	3730	1/09/15
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	7,472.98	3723	12/31/14
10-02-2014	NATHAN PATTERSON	HSA	95.08	9126673	1/09/15
10-10-5010	DIVISION OF EMPLOYMENT SECURIT	4TH QUARTER	50.82	3741	1/09/15
10-10-5122	MISSOURI MUNICIPAL LEAGUE	MML ANNUAL MEMBERSHIP DUES	770.70	3745	1/09/15
10-10-5210	FRED BOECKMANN	CITY ATTORNEY DECEMBER 2014	912.50	3742	1/09/15
10-10-5240	AMERICAN LEGION POST 152	MEETING ROOM	100.00	3722	12/31/14
10-10-5240	BANKCARD CENTER	POSTER LABOR LAW	40.13	3734	1/09/15
10-10-5305	AMERENMO	UTILITIES	212.01	3721	12/31/14
10-10-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.33	3739	1/09/15
10-10-5360	AT & T	TELEPHONES	57.08	3731	1/09/15
10-10-5360	CENTURYLINK	UTILITIES	51.85	3738	1/09/15
10-10-5360	VERIZON	VERIZON CELL PHONES, MDTs,	35.76	3728	12/31/14
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	3732	1/09/15
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE	21.39	3733	1/09/15
10-10-5380	CULLIGAN WATER	BOTTLED WATER	9.27	3740	1/09/15
10-10-5638	BOONE COUNTY JOURNAL	ADVERTISING	119.25	3736	1/09/15
10-10-5670	Data Technologies, Inc.	W2'S & 1099'S	196.46	3724	12/31/14
10-10-5670	Witt Print Shop	ENVELOPES	60.56	3754	1/09/15
10-10-5790	AMERENMO	UTILITIES	20.22	3721	12/31/14
10-10-5815	PERSONALIZED COMPUTERS	OFFICE	453.90	3726	12/31/14
10-10-5816	PREMIER DRYWALL	DRYWALL CHAMBER ROOM	1,764.00	3727	12/31/14
10-10-5835	MIDWEST COMPUTECH	OFFSITE BACKUP OVRAGE	58.40	3744	1/09/15
10-10-5835	PERSONALIZED COMPUTERS	PC NET AGREEMENT	202.91	3750	1/09/15
10-10-5840	Westlake Hardware	CHRISTMAS LIGHT FUSE	4.99	3729	12/31/14
10-11-5130	BO. CO. PLANNING & BUILDING	DECEMBER 2014	473.28	3735	1/09/15
10-11-5130	SOBOCO FIRE PROTECTION DISTRIC	DECEMBER 2014	60.00	3752	1/09/15
10-11-5135	Allstate Consultants	MCDONALDS	2,282.50	3720	12/31/14
10-14-5010	DIVISION OF EMPLOYMENT SECURIT	4TH QUARTER	16.94	3741	1/09/15
10-15-5010	DIVISION OF EMPLOYMENT SECURIT	4TH QUARTER	169.30	186.24	3741 1/09/15
10-15-5110	BANKCARD CENTER	BADGE	9.50	3734	1/09/15
10-15-5112	BANKCARD CENTER	AMMO, BADGE	209.20	3734	1/09/15
10-15-5240	BANKCARD CENTER	CRIMINAL HISTORY	1.04	219.74	3734 1/09/15
10-15-5305	AMERENMO	UTILITIES	374.04	3721	12/31/14
10-15-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.33	3739	1/09/15
10-15-5360	AT & T	TELEPHONES	57.08	3731	1/09/15
10-15-5360	CENTURYLINK	UTILITES	154.00	3738	1/09/15
10-15-5360	VERIZON	VERIZON CELL PHONES, MDTs,	273.11	3728	12/31/14
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	3732	1/09/15
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE	21.39	3733	1/09/15
10-15-5380	CULLIGAN WATER	BOTTLED WATER	9.26	3740	1/09/15
10-15-5420	BANKCARD CENTER	CAR WASHES	23.97	3734	1/09/15
10-15-5420	RANDY'S AUTO REPAIR	TIRES, FRONT BRAKE, REAL AXLE	1,515.86	3751	1/09/15
10-15-5425	Warrenton Oil Company	FUEL POLICE DECEMBER 2014	924.46	3753	1/09/15
10-15-5670	Witt Print Shop	ENVELOPES	60.56	3754	1/09/15
10-15-5835	PERSONALIZED COMPUTERS	PC NET AGREEMENT	259.19	3750	1/09/15
10-18-5366	AMERENMO	UTILITIES	10.71	3721	12/31/14
10-18-5367	AMERENMO	UTILITIES	9.79	3721	12/31/14

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR		CHECK
			TOTAL	CHECK#	DATE
10-18-5368	AMERENMO	UTILITIES	18.44		3721 12/31/14
10-18-5369	AMERENMO	UTILITIES	23.74		3721 12/31/14
10-18-5371	AMERENMO	UTILITIES	22.85		3721 12/31/14
10-18-5372	AMERENMO	UTILITIES	19.73		3721 12/31/14
10-18-5373	AMERENMO	UTILITIES	19.73	124.99	3721 12/31/14
10-18-5380	JOBSITE SANITARY TOILETS	TOILET RENTAL PARK		78.75	3725 12/31/14
15-16-5450	MO. DEPARTMENT OF REVENUE	AUTOMATED DECEMBER 2014		28.00	3747 1/09/15
15-16-5452	MO. DEPT. OF REVENUE	STATE CLERKS-DECEMBER 2014		48.00	3749 1/09/15
15-16-5454	NICOLE GALLOWAY	COUNTY CLERK FEE DECEMBER 2014		12.00	3743 1/09/15
15-16-5456	MO. DEPARTMENT OF REVENUE	CVC DECEMBER 2014		28.52	3748 1/09/15
15-16-5458	BUDGET DIRECTOR	L.E.T. DECEMBER 2014		4.00	3737 1/09/15
15-16-5462	MO. SHERIFF'S RETIREMENT SYSTE	DECEMBER 2014		12.00	3746 1/09/15
20-02-2001	United States Treasure	FED/FICA TAX	64.08		9126671 1/09/15
20-02-2002	United States Treasure	FED/FICA TAX	217.50	281.58	9126671 1/09/15
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		10.60	3730 1/09/15
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE		709.53	3723 12/31/14
20-20-5010	DIVISION OF EMPLOYMENT SECURIT	4TH QUARTER		16.94	3741 1/09/15
20-20-5110	BANKCARD CENTER	UNIFORMS		54.99	3734 1/09/15
20-20-5305	AMERENMO	UTILITIES		282.56	3721 12/31/14
20-20-5360	CENTURYLINK	UTILITIES		131.51	3738 1/09/15
20-20-5360	VERIZON	VERIZON CELL PHONES, MDTs,		81.59	3728 12/31/14
45-02-2001	United States Treasure	FED/FICA TAX	900.92		9126671 1/09/15
45-02-2002	United States Treasure	FED/FICA TAX	1,423.12	2,324.04	9126671 1/09/15
45-02-2012	AFLAC	HEALTH INSURANCE		168.44	25183 1/09/15
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		84.80	25185 1/09/15
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE		3,447.02	25177 12/31/14
45-02-2014	COLBY BRANCH	HSA		95.08	9126672 1/09/15
45-30-5010	DIVISION OF EMPLOYMENT SECURIT	4TH QUARTER		33.88	25196 1/09/15
45-30-5110	BANKCARD CENTER	UNIFORMS		127.97	25189 1/09/15
45-30-5120	MISSOURI RURAL WATER ASSOC	2015 MEMBERSHIP		342.24	25179 12/31/14
45-30-5220	MO Department of Revenue	4TH QUARTER		4,533.52	25198 1/09/15
45-30-5225	Mo. Dept. of Natural Resources	PRIMACY FEE		396.43	25199 1/09/15
45-30-5315	AMERENMO	UTILITIES		1,656.31	25175 12/31/14
45-30-5360	VERIZON	VERIZON CELL PHONES, MDTs,		103.83	25181 12/31/14
45-30-5420	WREN'S AUTOMOTIVE	99 FORD TIRES		1,299.90	25202 1/09/15
45-30-5425	BEE LINE SNACK SHOP	FUEL WATER DECEMBER 2014		538.39	25190 1/09/15
45-30-5600	MISSOURI ONE CALL SYSTEM, INC.	27 LOCATES DEC 2014		17.55	25197 1/09/15
45-30-5623	Consolidated Public Water	HUNTERS BEND		119.78	25194 1/09/15
45-30-5800	Allstate Consultants	OLD 63 TO PETERSON INDUSTRIAL		4,469.79	25174 12/31/14
45-35-5900	REPUBLIC SERVICES	MONTHLY RECYCLING		544.27	25173 12/31/14
45-35-5910	CLEAN CUT SERVICES	MONTHLY YARD WASTE		1,345.83	25176 12/31/14
45-35-5920	REPUBLIC SERVICES	DECEMBER 2014		24,830.06	25184 1/09/15
45-40-5010	DIVISION OF EMPLOYMENT SECURIT	4TH QUARTER		84.70	25196 1/09/15
45-40-5110	BANKCARD CENTER	UNIFORMS		127.97	25189 1/09/15
45-40-5120	MISSOURI RURAL WATER ASSOC	2015 MEMBERSHIP		342.24	25179 12/31/14
45-40-5315	AMERENMO	UTILITIES	234.12		25175 12/31/14
45-40-5325	AMERENMO	UTILITIES	2,395.12		25175 12/31/14
45-40-5330	AMERENMO	UTILITIES	38.96		25175 12/31/14
45-40-5335	AMERENMO	UTILITIES	253.41		25175 12/31/14
45-40-5340	AMERENMO	UTILITIES	129.25		25175 12/31/14
45-40-5345	AMERENMO	UTILITIES	34.50		25175 12/31/14
45-40-5350	AMERENMO	UTILITIES	47.37	3,132.73	25175 12/31/14
45-40-5360	VERIZON	VERIZON CELL PHONES, MDTs,		49.40	25181 12/31/14
45-40-5425	CASEY'S GENERAL STORE, INC.	FUEL DECEMBER 2014		246.29	25191 1/09/15

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
45-40-5600	MISSOURI ONE CALL SYSTEM, INC.	27 LOCATES DEC 2014	17.55	25197	1/09/15
45-50-5010	DIVISION OF EMPLOYMENT SECURIT	4TH QUARTER	16.94	25196	1/09/15
45-50-5115	Data Technologies, Inc.	TRAINING UTILITY CLERK SM	2,271.88	25178	12/31/14
45-50-5305	AMERENMO	UTILITIES	212.03	25175	12/31/14
45-50-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.34	25193	1/09/15
45-50-5360	AT & T	TELEPHONES	57.09	25186	1/09/15
45-50-5360	CENTURYLINK	UTILITIES	51.86	25192	1/09/15
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.34	25187	1/09/15
45-50-5380	AUSTIN COFFEE SERVICE,	COFFEE	21.39	25188	1/09/15
45-50-5380	CULLIGAN WATER	BOTTLED WATER	9.27	25195	1/09/15
45-50-5670	Witt Print Shop	ENVELOPES	60.56	25201	1/09/15
45-50-5680	POSTMASTER	PERMIT FEE BILLING & MAILING	220.00	25180	12/31/14
45-50-5835	PERSONALIZED COMPUTERS	PC NET AGREEMENT	301.40	25200	1/09/15
TOTAL ACCOUNTS PAYABLE CHECKS			79,740.43		

PAYROLL CHECKS

10	GENERAL	12,065.17
20	STREET	1,159.91
45	UTILITIES	7,047.58
PAYROLL CHECKS ON 1/09/2015		20,272.66
TOTAL PAYROLL CHECKS		20,272.66

**** PAID TOTAL **** 100,013.09

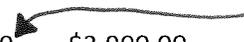
***** REPORT TOTAL ***** 100,013.09

FUND	FUND NAME	TOTAL	CHECK#	DATE
10	GENERAL	36,354.67		
15	COURT	132.52		
20	STREET	2,729.21		
45	UTILITIES	60,796.69		

DRAFT

PARKS INCOME		Budget FY 16	Budget FY 15
10-18-4200	FALL FESTIVAL	\$0.00	\$0.00
10-18-4204	MEMORIAL PROGRAM	\$0.00	\$0.00
10-18-4206	SEMA	\$0.00	\$0.00
10-18-4335	PARK DONATIONS	\$500.00	\$500.00
TOTAL PARKS INCOME		\$500.00	\$500.00
PARK EXPENSES		Budget FY 16	Budget FY 15
MISCELLANEOUS			
10-18-5240	MISCELLANEOUS	\$100.00	\$200.00
10-18-5241	FLAG FUND	\$900.00	\$900.00
10-18-5242	MEMORIAL PROGRAM	\$100.00	\$200.00
OFFICE SERVICES			
10-18-5380	SERVICES AGREEMENTS	\$13,900.00	\$3,900.00
BUILDINGS/UTILITIES			
10-18-5300	BUILDING MAINTENANCE & IMPROVEMENTS	\$500.00	\$0.00
10-18-5305	UTILITIES	\$800.00	\$1,400.00
10-18-5366	501 MUSTANG	\$150.00	\$150.00
10-18-5367	BASS	\$150.00	\$100.00
10-18-5368	PARK RESTROOM/SHELTER	\$340.00	\$300.00
10-18-5369	CITY PARK POND AERATOR	\$320.00	\$250.00
10-18-5371	BALLFIELD	\$350.00	\$250.00
10-18-5372	COMMUNITY PARK (POOL)	\$150.00	\$130.00
10-18-5373	COMMUNITY PARK (N. COLLEGE)	\$180.00	\$140.00
VEHICLES/EQUIPMENT OPERATIONS			
10-18-5420	VEHICLE & EQUIPMENT MAINTENANCE	\$1,400.00	\$1,400.00
10-18-5425	VEHICLE & EQUIPMENT FUEL	\$2,500.00	\$2,500.00
10-18-5435	EQUIPMENT CONTRACT WORK	\$0.00	\$0.00
PARK OPERATIONS			
10-18-5608	PARK CONTRACT WORK	\$0.00	\$0.00
10-18-5610	PARK MAINTENANCE & MATERIALS	\$1,000.00	\$1,000.00
10-18-5612	PARK VANDALISM REPAIRS	\$750.00	\$500.00
EMERGENCY OPERATIONS			
10-18-5700	EMERGENCY REPAIRS	\$0.00	\$0.00
10-18-5710	EMERGENCY SUPPLIES	\$0.00	\$0.00
10-18-5715	EMERGENCY CONTRACT WORK	\$0.00	\$0.00
10-18-5720	EMERGENCY MATERIALS	\$0.00	\$0.00
10-18-5730	EMERGENCY FUEL	\$0.00	\$0.00
CAPITAL			
10-18-5800	ENGINEERING	\$0.00	\$0.00
10-18-5810	CAPITAL EQUIPMENT	\$0.00	\$0.00
10-18-5815	SMALL EQUIPMENT	\$0.00	\$0.00
10-18-5816	CAPITAL EXPENDITURES	\$0.00	\$0.00
SPECIAL EVENTS			
10-18-5950	FALL FESTIVAL	\$2,000.00	\$2,143.78
10-18-5951	EASTER EGG HUNT	\$300.00	\$300.00

YMCA



10-18-5952	TREE LIGHTING/APPRECIATION CEREMONY	\$100.00	\$200.00
	TOTAL PARK EXPENSES	\$25,990.00	\$15,963.78
	TOTAL PARK INCOME	\$500.00	\$500.00
	TOTAL PARK EXPENSES	\$25,990.00	\$15,963.78
	NET	(\$25,490.00)	(\$15,463.78)



CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Sandra Harris

Telephone Number: Daytime: 657-2600 Evening: 999-9284

Home Address: 202 Sarah
Ashland, mo. 65016

E-Mail: peacocktoo@hotmail.com

Year Current Residence in Ashland Began: yes

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Parks and Recreation Board
- Ashland Fall Festival Committee
- Planning and Zoning Commission
- Law Enforcement Advisory Committee
- Economic Development Committee

Special Qualifications for Specific Board(s): (Include past board services)

I hopefully can make a difference.

Education Background:

Bachelors - education (uczn)
Bachelors - marketing (col. college)

Community Involvement:

7 yr soccer commissioner
4 yr treasure PTA - flag committee

Are You Related to Any Employee or Official of the City of Ashland? YES ___ NO X

If Yes, Name of Person: _____ Relationship: _____

Signed: Sandra J. Harris Date: 12/8/14

Board member applications are valid for one year from the date they are signed. Return to Ashland City Hall.



THE CITY OF ASHLAND, MISSOURI

Delinquent utility accounts are a reflection of a prior or past due amount(s), plus the final bill. If a deposit was collected, the deposit is applied to the final bill, unless the account does not have a deposit or the deposit is transferred to a new account the customer opened.

Accounts that are delinquent frequently have a history of delinquent payment history while they were active.

Total of all delinquent accounts from 2002-2014:

\$67,552.43

Number of delinquent accounts from 2002-2014:

625

For 2014

Total of all 2014 delinquent accounts:

\$7,632.03

Number of delinquent accounts for 2014:

71

The breakdown of the 71 accounts is as follows:

73% or 52 accounts are tenant accounts

14% or 10 accounts are home owners

12% or 9 accounts are commercial or contractor/landlord accounts

Highest Commercial account for 2014:

\$269.87

Highest Residential account for 2014:

\$555.18

Lowest Commercial account for 2014:

\$21.02

Lowest Residential account for 2014:

\$3.05

Collections

The City of Ashland currently uses Accounts Management Services in Columbia.

Accounts Sent to Collections:

619

Total dollar amount sent:

\$63,752.12

Total collected minus

Accounts Management Services fees of 25%-30%

\$7,748.42

523 customer accounts remain uncollected with Accounts Management Services. Out of these less than 10% are actively being worked. The remaining accounts have "aged", "refused to respond", "no known location", "dispute-refusal to pay", incarcerated or bankrupt. With new laws governing collection agencies the most Accounts Management Services can do is place the account on the customer's credit report.

The average customer bill in December was **\$84.91**. The average customer bill fluctuates based on the time of the year. Weather, seasons and holidays all affect monthly billing. As an example, several homes have two water



THE CITY OF ASHLAND, MISSOURI

meters. Both are billed until the customer calls and reports that their irrigation meter has been serviced and turned off. Therefore the billings and the amount billed decreases.

December of 2014

Bills generated:

1,556

Amount billed:

\$132,128.46

Billing breakdown is as follows:

Current billing:

\$118,779.60

December Delinquent billing:

\$13,348.86

Current residential deposit is **\$50.00**. Current Commercial deposit is **\$75.00**. The City of Ashland charges two penalties. One on the 16th of the month which is a **10%** penalty added to the delinquent amount. If the bill is not paid by the 25th of month an additional **\$10.00** dollar penalty is added to the delinquent amount. Penalties do not continue to accrue on delinquent balances.

Final notices for payment are mailed on the 26th. The customer is given to the 1st Monday of the next month to make payment. Meters are shut off on the 1st Tuesday of the next month for those customers who have not paid. Once the meter has been shut off a **\$30.00** re-connect fee is applied to the delinquent balance between 8am and 4pm. After 4pm a **\$60.00** dollar re-connect fee applies. After 4pm Public Works will turn on the meter. On the next day they advise the billing clerk the meter was turned on.

Customers have the opportunity to fill out a Payment agreement form after receiving their final notice and before the due date of the final notice balance.

Bills

Bills reflect services charged from the 15th to the 15th. Base fees are not pro-rated if the customer moves out in the middle of a billing cycle. Trash is the only service that is pro-rated based on when the customer closes their account.

The bills include the following fees:

Collection fee:

2.00 Flat rate

Primacy fee:

.25 Flat rate

Recycle fee:

1.00 Flat rate

Sewer Connection fee:

.06 Flat rate

Sewer:

8.90 Flat rate plus consumption

Water:

8.90 Flat rate plus consumption

Trash:

10.59 Flat rate for residential trash-Commercial fees vary

Yard Waste:

1.50 Flat rate



THE CITY OF ASHLAND, MISSOURI

Rentals

There are approximately **395** active rental properties in Ashland. Summit currently is working with our software as the past landlord/tenant accounts set up were entered incorrectly and it appears this module was corrupted at some point. Because of this, tenants move out, a vacant account is created, the meter remains on and any water used between the time the old tenant leaves and the new tenant comes in is never billed.

New Construction

New home utility accounts are not set up at the time the building permit is processed. The utility account is not set up until Public Works brings in the meter installation paperwork. When installed the meter is at "0". The utility account is set up in the builder/contractor name and is set up as a "vacant" or "inactive account", therefore no usage is billed. The account remains in the builder/contractor name until a new owner comes to register an account. The builder/contractor at this time is not required to place a deposit on the account.

Solutions:

It is unrealistic to think that the current delinquent balances owed will ever be collected in their entirety. After speaking with several municipalities and water consolidation companies, (Hallsville, Linn, Boone County Consolidated Water and Centralia to name just a few) the City of Ashland is experiencing the same growing pains these programs have already experienced. The following is a list of suggested solutions:

All water meters are turned off on residential, commercial and rental properties once the customer finalizes their service. The only exception would be when another party is moving in immediately.

Increase residential deposits:
\$100.00

Increase commercial deposits:
\$150.00

Add one flat rate penalty of \$25.00 dollars per month on the delinquent balance after the bill due date.

Have one reconnect fee of \$75.00 for accounts that have been shut off, meaning the meter has been turned off and possibly locked. Revise re-connect policy so that re-connects are only done during the hours of 8-4pm, no evenings, weekends or holidays. This will cut down on over time and the habitual delinquent customers.

No longer allow "transfers of service" on accounts that have an existing balance. Require the customer to either pay the balance or pay a new deposit on the new location, using the existing deposit towards the final bill for the old location.

No longer provide new service for customers who have an existing utility delinquent balance, until the balance has been paid in full.

Create the new utility account when the builder/contractor submits the building permit. Require the builder/contractor to place a residential deposit on the account prior to the meter installation.

Require landlords/property owners to pay delinquent utility bills on the property prior to services being placed back in their name or the name of another tenant.

COUNCIL BILL NO. 2015-003

ORDINANCE NO.

AN ORDINANCE TO AMEND APPENDIX C-3 OF CHAPTER 14 OF THE CODE OF THE CITY OF ASHLAND TO INCREASE WATER DEPOSITS

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

Section 1. Appendix C-3 of Chapter 14 of the Ashland City Code is hereby amended as follows:

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

APPENDIX C-3: WATER DEPOSITS

Residential Deposit per meter ~~\$50.00~~ \$100.00

Commercial Deposit per meter ~~\$75.00~~ \$150.00

Section 2. The increase in water deposits set forth in Section 1 shall only apply to water deposits made after the passage of this Ordinance.

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2015-004

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 10 OF THE CODE OF THE CITY OF ASHLAND
TO ESTABLISH A BUILDING PERMIT ADMINISTRATIVE PROCESSING FEE

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

Section 1. Chapter 10 of the Ashland City Code is hereby amended to add the following Section 10.195:

10.195 Building permit administrative processing fee

In addition to the building permit fee charged by Boone County, applicants for building permits for new buildings shall pay to the City an administrative processing fee of \$50.00.

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2015-005

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ALTERNATIVES
FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

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

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

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 01/15 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-9900(561)
Award Year: 2015
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. MAP-21 §1122, §101, §106 and §213, SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternatives funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Sidewalk improvements along Ash Street from North Main Street to North Henry Clay Boulevard.

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

(4) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

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

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

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

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

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

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

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

1. Withholding of payments under this Agreement until the City

complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

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

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

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

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

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

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(13) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein

contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$396,936. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

(17) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice

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

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

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

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

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

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

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final

audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ASHLAND

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

C:\USERS\COLMINDGH\DESKTOP\LIBRARY.TIP\ASHLAND ASH STREET.DWG		
LAYOUT: SIDEWALK IMPROVEMENTS	BY: DOWNINGHAM	DATE: 11/11/2014
XREF DWG1: NONE	XREF DWG2: NONE	
XREF DWG3: NONE	XREF DWG4: NONE	



SHEET NO. 1A
 NEW PROJECT #
CITY OF ASHLAND
ASHLAND, MISSOURI
ASH STREET
SIDEWALK IMPROVEMENTS

SHAFER, KLINE & WARREN, INC.
 3200 Park Terrace, Suite 100, Columbia, MO 65202
 573/442-4537 FAX: 573/442-4543
 OFFICE LOCATIONS:
 Columbia, MO Inla, KS Mccain, MO
 Columbia, MO Kansas City, MO North Kansas City, MO
 Houston, TX Lanexa, KS Tulsa, OK
DESIGNER: ELECTRA DESIGN DESIGN: CHERRY DESIGN: CHERRY DESIGN: CHERRY DESIGN: CHERRY DESIGN: CHERRY DESIGN: CHERRY

Designed By: **SPS**
 Drawn By: **DJC**
 Checked By: **SPS**
 Issue Date: 11.11.2014

5			
4			
3			
2			
1			
NO. DATE	REVISIONS	BY	APP'D
COPYRIGHT © - 2014 - SHAFER, KLINE & WARREN INC. MISSOURI CERTIFICATE OF AUTHORITY: F00139850			

Exhibit B – Project Schedule

Project Description: TAP-9900(561) – Sidewalk improvements along Ash Street from North Main Street to North Henry Clay Boulevard in the City of Ashland.

Task	Date
Date funding is made available or allocated to recipient	1/9/2015
Solicitation for Professional Engineering Services (advertised)	2/2/2015
Engineering Services Contract Approved	4/1/2015
Preliminary and Right-of-Way Plans Submittal (if Applicable)	10/1/2015
Plans, Specifications & Estimate (PS&E) Submittal	2/1/2016
Plans, Specifications & Estimate (PS&E) Approval	3/1/2016
Advertisement for Letting	4/1/2016
Bid Opening	5/1/2016
Construction Contract Award (REQUIRED)	6/1/2016

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

**Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts**

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AN ORDINANCE TO AMEND CHAPTER 9, PLANNING AND ZONING, OF THE 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 9 of the Ashland City Code is hereby amended as follows:

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

9.106. Site Plan Submission, Review Required

Any property owner who proposes to develop ~~development proposed on~~ land within any district, except R-1, ~~as described herein shall have submit~~ a site plan submitted to the City's Planning and Zoning Commission for review and consideration for approval City. Such site plans shall: ~~Site plans submitted for developing lands within the aforementioned districts shall:~~

- a) Meet the standards of the City of Ashland's, Long Range Plan.
- b) Comply with all regulations for surface water drainage control and floodplain management.
- c) Comply with any and all applicable local, state and federal ordinances, rules, statutes, laws, regulations and requirements.
- d) ~~Be submitted at least Thirty (30) calendar days prior to the Planning and Zoning Commission meeting. (amended Council Bill No. 2006-059, 1-02-2007) (amended Council Bill No. 2008-010, 2-18-2008)~~

~~The Planning and Zoning Commission shall provide written reasons for disapproving submitted site plans on a case-by-case basis. Site plan disapproval decisions made by the Planning and Zoning Commission can be appealed to the Board of Adjustments as outlined in 10.160.~~

The site plan shall be submitted to the City Clerk at least (30) days before the Planning and Zoning Commission meeting at which it will be considered for approval. The City Clerk shall forward the site plan to appropriate city staff and consultants who shall review and make a recommendation to the Planning and Zoning Commission for approval or disapproval of the site plan based on whether the plan meets the requirements of this section. The Planning and Zoning Commission shall approve, approve conditionally or disapprove the site plan. If the Commission disapproves the site plan, it shall provide written reasons for disapproval. Site plan disapproval decisions made by the Planning and Zoning Commission may be appealed to the Board of Adjustment as outlined in 10.160.

9.365.3. Parking and Loading Design Standards, General. All parking and loading areas provided shall meet the following minimum improvements and maintenance requirements:

Location: Onsite for all residential and nonresidential uses. Provided that minimum requirements are met onsite for nonresidential uses, the Administrative Officer may authorize additional or overflow parking as needed, offsite and within one thousand (1000) feet of the use. Parking for non-residential uses shall be located a minimum of six feet from any adjoining property that is either used for residential purposes or located in a residential zoning district.

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE TO AMEND CHAPTER 11, SUBDIVISION REGULATIONS, OF THE 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 11 of the Ashland City Code is hereby amended as follows:

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

11.015. Definitions

For the purpose of interpreting this Ordinance, certain terms are defined as follows:

...

~~Council: The City Council of Ashland, Missouri:~~

City Plan: The comprehensive plan of the City of Ashland, Missouri, whether in whole or in part, as adopted by the Planning Commission, approved by the ~~City Council~~ Board of Aldermen and duly recorded in the office of the County Recorder of Boone County, Missouri. It may consist of several maps, data, and other description matter, for the physical development of the City or any portion thereof; including any amendment, extension, or additions thereto adopted by the ~~City Council~~ Board of Aldermen indicating the general locations of major streets, parks, schools or other public open spaces, public building sites, routes for public utilities, zoning districts or other similar information.

...

Planning Commission Representative: The City Engineer, planning consultant, and any other person so designated by the Mayor Clerk of the City of Ashland, Missouri ~~for matters pertaining to the subdivision of land.~~

...

11.130. Approval

No plat of a subdivision shall be recorded unless ~~and until it shall have~~ has been submitted and approved by the ~~Planning Commission and City Council~~ Board of Aldermen in accordance with the regulations set forth in this ~~regulation chapter~~ and so certified by the City Clerk.

...

11.145. No contract of sale

No person, firm or corporation, proposing to make or have made a subdivision within the City of Ashland, Missouri, shall enter into any contract for the sale of, or shall offer to sell any subdivision or any part thereof, until ~~said~~ the person, firm or corporation has obtained from the ~~Planning and Zoning Commission~~ Board of Aldermen approval of the final plat of the proposed subdivision and such approval has been made a matter of public record.

11.150. Procedure

1. Pre-application procedure

Not less than 30 days before preparing and submitting the preliminary plat to the Planning and Zoning Commission, the developer or designated agent shall consult with the Planning Commission Representative ~~representative of the Planning and Zoning Commission~~, to ascertain the location of proposed highways, primary or secondary thoroughfares, collector streets, parkways, parks, playgrounds, school sites and other community facilities or planned developments and to acquaint ~~said~~ the developer with the Planning and Zoning Commission's requirements. The geographic scope of this review shall include the whole contiguous property held in common ownership for which whole or partial subdivision platting is desired by the subdivider, as well as the surrounding property which might reasonably be affected by subdivision of the subject property. (amended Council Bill No. 2007-049, 12-04-2007)

2. Preliminary Plat

The developer shall ~~prepare~~ submit a preliminary plat of the proposed subdivision, which shall conform to the requirements set forth in Section 11.155, at least ~~thirty~~ Thirty (30) calendar days prior to the meeting of the Planning Commission at which approval of ~~said~~ the plat is requested. However, the plat will not be placed on the agenda of a Planning Commission meeting until the review process described in subsection 3 has been completed. (amended Council Bill No. 2006-055, 12-19-2006) (amended Council Bill No. 2008-010, 2-18-2008)

3. Review of preliminary plat

The preliminary plat shall be examined by the Planning Commission's ~~sr~~ Representative to determine whether it complies with the City Plan of Ashland, Missouri, ~~In "addition", said representative shall determine whether the plat complies with the standards and requirements of this chapter and hereinafter prescribed. Finally, said representative shall examine the plat to determine compliance with any other government and public utility regulations. If a plat fails to comply with any requirement, the Planning Commission Representative shall return it to the developer with an explanation of the deficiencies. Any required modifications to the plat must be made and submitted to the Planning and Zoning Representative for reexamination. After the plat has been approved by the Planning Commission Representative, the original signed plat must be delivered to the City Clerk by noon on the day of the Planning Commission meeting at which approval of the plat is requested. The Planning Commission Representative shall make a~~

recommendation to the Planning Commission for approval or disapproval based on whether the plat complies with all ordinance requirements. The Planning Commission shall review and approve, approve conditionally or disapprove the preliminary plat. The reason for any disapproval shall be stated on the record of the Planning Commission. The preliminary plat shall then be forwarded to the Board of Aldermen for its consideration by ordinance. The Board of Aldermen may overrule a disapproval of the Planning Commission.

4. Final Plat

Following approval of the preliminary plat, ~~by the Planning Commission~~, the developer shall file with the Planning Commission the final plat of the proposed subdivision. The final plat shall be reviewed by the Planning Commission Representative to determine whether it complies with all provisions of this chapter and with all other government and public utilities regulations. If the plat fails to comply with any requirement, the Planning Commission Representative shall return it to the developer with an explanation of the deficiencies. Any required modifications to the plat must be made and submitted to the Planning Commission Representative for reexamination. After the plat has been approved by the Planning Commission Representative, the original signed plat must be delivered to the City Clerk by noon on the day of the Planning Commission meeting at which approval of the plat is requested. The Planning Commission Representative shall make a recommendation to the Planning Commission for approval or disapproval based on whether the plat complies with all ordinance requirements. The final plat may include all or any part of the land proposed for subdivision on the approved preliminary plat. The developer shall be required to complete improvements, or to post security for the completion of such improvements as hereinafter required, for that portion of the preliminary plat for which final plat approval is requested.

5. Approval, ~~or disapproval and modification~~ by Planning Commission and Board of Aldermen

~~The approval of the Planning Commission or its refusal to shall approve or disapprove said plat shall take place within 60 days from and after the submission of the plat for final approval, unless the owner or developer agrees in writing to an extension of this time period. In the event If the Planning Commission takes no action on a final plat within the allotted time, said the final plat shall be deemed to have been approved and the certificate of said the Planning Commission stating the date of the submission of the approval and as to said Planning Commission's failure to act thereon within the allotted time shall be sufficient in lieu of the written endorsement or evidence of approval herein required.~~ The basis for the Planning Commission's refusal to approve any plat submitted shall be stated upon the record of the Planning Commission. The final plat shall then be forwarded to the Board of Aldermen for its consideration by ordinance. The Board of Aldermen may overrule a disapproval of the Planning Commission.

11.265. Sidewalks generally

Sidewalks shall be constructed and installed in compliance with the city street and storm sewer specifications and design standards and all applicable design standards and specifications now or hereafter promulgated by the director of public works or adopted by the ~~City Council~~ Board of Aldermen, on both sides of all streets unless otherwise specified in this chapter.

...

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

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

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney



5645 Moreau River Access Road, Jefferson City, MO 65101
Office: 573-635-8805 republicservices.com

January 2, 2015

City of Ashland
109 E Broadway
Ashland, MO 65010

Dear City of Ashland,

RE: Solid Waste Contract Price Increase for 2015

As you know Republic Services current solid waste contract has an annual rate adjustment clause on Page 10 Section 1.3. Per the Rate Adjustment clause Republic Services is entitled to petition the board for an adjustment to its rates as set forth in this paragraph on the anniversary date of the execution of the contract by an amount not to exceed the increase in the Consumer Price Index. The current Consumer Price Index is running at a 1.7% year over year increase (see CPI attached).

Beginning February 1, 2015 is requesting a 1.7% increase of the current residential, commercial and industrial rates. (See attached rate sheet).

If you have questions regarding this information or any other service related issues, please contact me at (573) 636-1105.

Sincerely,

A handwritten signature in black ink, appearing to read "Monte Krehbiel".

Monte Krehbiel
Sales Manager

Encl 1 – CPI

Encl 2 – Rate sheet

Databases, Tables & Calculators by Subject

FONT SIZE: 

Change Output Options: From: To:
 include graphs include annual averages

[More Formatting Options](#) 

Data extracted on: December 23, 2014 (10:05:55 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUSR0000SA0
 Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	186.3	186.7	187.1	187.4	188.2	188.9	189.1	189.2	189.8	190.8	191.7	191.7			
2005	191.6	192.4	193.1	193.7	193.6	193.7	194.9	196.1	198.8	199.1	198.1	198.1			
2006	199.3	199.4	199.7	200.7	201.3	201.8	202.9	203.8	202.8	201.9	202.0	203.1			
2007	203.437	204.226	205.288	205.904	206.755	207.234	207.603	207.667	208.547	209.190	210.834	211.445			
2008	212.174	212.687	213.448	213.942	215.208	217.463	219.016	218.690	218.877	216.995	213.153	211.398			
2009	211.933	212.705	212.495	212.709	213.022	214.790	214.726	215.445	215.861	216.509	217.234	217.347			
2010	217.466	217.251	217.305	217.376	217.299	217.285	217.677	218.012	218.281	219.024	219.544	220.437			
2011	221.082	221.816	222.955	224.056	224.918	224.990	225.553	226.149	226.674	226.761	227.136	227.093			
2012	227.666	228.138	228.732	229.184	228.884	228.825	228.779	229.952	231.086	231.652	231.190	231.099			
2013	231.321	232.599	232.075	231.707	232.124	232.860	233.252	233.433	233.743	233.782	234.033	234.594			
2014	234.933	235.169	235.640	236.254	237.083	237.693	237.909	237.428	237.633	237.642	237.032				

12-Month Percent Change

Series Id: CUSR0000SA0
 Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	2.0	1.7	1.7	2.3	2.9	3.2	2.9	2.5	2.5	3.2	3.6	3.3			
2005	2.8	3.1	3.2	3.4	2.9	2.5	3.1	3.6	4.7	4.4	3.3	3.3			
2006	4.0	3.6	3.4	3.6	4.0	4.2	4.1	3.9	2.0	1.4	2.0	2.5			
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.3	1.9	2.8	3.6	4.4	4.1			
2008	4.3	4.1	4.0	3.9	4.1	4.9	5.5	5.3	5.0	3.7	1.1	0.0			
2009	-0.1	0.0	-0.4	-0.6	-1.0	-1.2	-2.0	-1.5	-1.4	-0.2	1.9	2.8			
2010	2.6	2.1	2.3	2.2	2.0	1.2	1.4	1.2	1.1	1.2	1.1	1.4			
2011	1.7	2.1	2.6	3.1	3.5	3.5	3.6	3.7	3.8	3.5	3.5	3.0			
2012	3.0	2.9	2.6	2.3	1.8	1.7	1.4	1.7	1.9	2.2	1.8	1.8			
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.1	0.9	1.2	1.5			
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7					

Ashland Inside Dumpster Rate Schedule
NEW Contract Effective 2/1/12 > 02/01/2016
0% PI's Years 1 & 2 > CPI% Years 3 & 4
Rates Effective 2/1/15 - 1/31/16

Commercial Waste (City Billed) ACCOUNT #4503 used for Sites

Fees: ADM = N / ENV = N / FRF = N

Size	Base Rate	Base Rate	Base Rate	4 x wk	5 x wk	6 x wk
	1 x wk	2 x wk	3 x wk			
H/P						
2 cans	15.39	20.52	28.73			
3 cans	16.42	25.65	30.78			
4 cans	n/a	n/a	n/a			
Cart	20.52	30.78	38.99			
1 yard	26.86	45.26	63.66			
1.5 yard	n/a	n/a	n/a			
2 yard	36.80	65.12	93.44			
3 yard	48.44	86.68	124.93			
4 yard	59.34	107.52	155.70			
6 yard	83.37	151.40	221.32			
8 yard	105.19	193.07	280.94			

Per the contract the City will charge (& keep) an additional \$2.00 to the above rates. We should always key the base rate.

Commercial is CITY BILLED and only the City can order/change service(s).

All commercial accounts are to be added as new sites to account #4503.

Temp Industrial/RO accounts or other services (extra) that are to be paid by the individual customer should never be coded to this contract number - if it is the customer will never get the invoice because it will be on the City of Ashland invoice.

Residential (2x/wk - with carts) and is CITY BILLED.

Per the contract the City will charge (& keep) an additional \$2.00 to the AWS below rate. We should always key the base rate.

Residential PI History: (City Billed)

Fees: ADM = N / ENV = N / FRF = N

Eff.	City Rate	AWS Base Rate	
2/1/2015	12.81	10.77	2xwk with cart
2/1/2014	12.59	10.59	2xwk with cart
2/1/2012	12.50	10.50	2xwk with cart

Roll-Off Pricing Inside City Limits only - effective 2/1/12

Size	Delivery	Haul	Rent	Per ton	Fees	Deposit
20 / 30yd	\$65.00	\$110.00	\$75.00	\$32.50	Admin/Fuel	\$250.00

CONTRACTOR CHANGE ORDER

No.1

Owner: City of Ashland, Missouri
 To: C.L. Richardson Construction Co., Inc.
 (Contractor)

For Henry Clay Blvd. & Petterson Ln. Water System Improvements
 (Project)

You are here by directed to make the following changes.

I. Description, location, and reason for change of each item and effect on completion time (Attach additional sheets if required)

Additional Gravel Driveway Repair For House North of Peterson Lane.

II. Cost of work affect by the Change Order

A	B	C	D	E	F	G	H	I
ITEM	DESCRIPTION	QUANTITY	UNIT	ADD OR DEDUCT QUANTITY	QUANTITY TO PROVIDE	UNIT COST	ADD AMOUNT	DEDUCT AMOUNT
1.13	Gravel Driveway Repair	22	Sq.Yd.	8	30	\$ 26.25	\$ 210.00	\$
TOTALS							\$ 210.00	\$ -

1. Original Low Bid Amount \$ 40,494.40
 2. Add or Deduct This Change Order (H + I) \$ 210.00
 3. Add or Deduct From Previous Change Order (Line 4 on Previous Order) \$ -
 4. Total Add or Deduct to Date (2 + 3) \$ 210.00
 5. Contract Amount (1 + 4) \$ 40,704.40

III. Acknowledgement by all parties

Arthur Long 1-12-15
 CONTRACTOR DATE

W. B. Baker 1-13-15
 CONSULTANT (Arch. or Engr.) DATE

 OWNER DATE

Change order is subject to all provisions of the CONTRACT DOCUMENTS and is not in effect unless signed by all parties indicated.

C. L. Richardson Construction

15475 Hwy. #63 South
Ashland, MO 65010

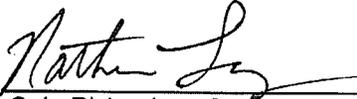
PAYMENT REQUEST

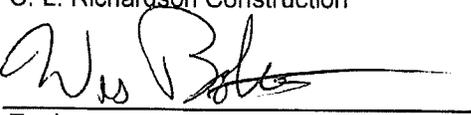
Date: 12-Jan-15 Request Number 1
To: Attn: Stephen Lin, P.E. Job Number HB14070
Project: City of Ashland - Henry Clay Blvd. and Peterson Ln. Water System Improvements

<u>Original Contract Amount</u>	<u>Amount of Change Orders</u>	<u>Total Contract Amount</u>
\$40,494.40	\$ 210.00	\$ 40,704.40
	<u>% Complete to Date</u>	
	94.41	

Value of Orig. Contract	\$ 38,219.40
Value of Changes	\$ 210.00
Value of material on hand	\$ -
Total value of work and material	\$ 38,429.40
Less 10% retainage	\$ 3,842.94
Amount due to date	\$ 34,586.46
Less previous payments	
Amount due this application	\$ 34,586.46

The undersigned contractor certifies that (1) all previous progress payments received from the owner on account of work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior applications for payment numbered 1 through _____ inclusive; and (2) title to all material and equipment incorporated in said work or otherwise listed in or covered by this application for payment will pass to OWNER at time of payment free and clear of all liens, security interest and encumbrances (except such as covered by bond acceptable to OWNER).

Submitted By  Date: 1-12, 2015
C. L. Richardson Construction

Approved By  Date: 1-13, 2015
Engineer

Approved By _____ Date: _____, 2015
Owner

January-2015 Maintenance Report

Travis Davidson

Street Department

- We are currently working on the 2015/2016 budget for overlays, street patching and preventative maintenance.
- The Streets are being inspected for the summer 2015 repair list.

Street sign work

- Stop sign replacement in Bluegrass Subdivisions and various Street sign/post replacement around town.

Storm water jobs started

- Ditch cleaning in various locations around town as needed.
- Caspian holding basin will be hydro seeded (Spring of 2015)

Sewer Department Jobs Started/ongoing

- Lift station P/M which includes oil checks, greasing bearings, rotating assembly rebuilds, impeller inspections, belt replacement and keeping the mixing valves in working order.
- Sewer Tap and Backflow Inspections.
- Camera work. (compiling all issues found and being put on a priority list for the summer 2015 schedule)
- Sewer jetting has been needed more than expected due to root masses found with the camera that are impassable.

For questions or comments please give me a call at 573-808-2373 or e-mail at wastewater@ashlandmo.us Thanks