

**CITY OF ASHLAND
109 EAST BROADWAY
BOARD OF ALDERMEN AGENDA
TUESDAY, FEBRUARY 05, 2013
7:00 P.M.**

THERE WILL BE A WORK SESSION AT 6:00 P.M. WITH ALLIED WASTE TO DISCUSS RECYCLING OPTIONS.

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 2-05-13 agenda: **Action:** _____
2. Consideration of the 1-15-13 minutes: **Action:** _____
3. Bills to be paid: **Action:** _____

APPEARANCES

4. Anthony Consiglio, Police Chief monthly report
5. Randy Garrett request rock on Loy Martin Road
6. Wade Middaugh, Utility Clerk proposed changes to water and sewer policy
7. Anyone wishing to appear before the Board

APPOINTMENTS

8. None

COUNCIL BILLS

9. Council Bill No. 2013-001, An ordinance providing for the imposition of a sales tax of one-fourth of one percent for the purpose of providing funding for storm water control and local parks improvements and a sales tax of one-fourth of one percent for the purpose of transportation, and calling an election on August 6, 2013. First Reading by title only. **Action:** _____
10. Council Bill No. 2013-002, An ordinance repealing Section 14.220. Use of hydrant meter for swimming pools of Chapter 14; Sewer, Water and Solid Waste in the City of Ashland, Mo. Code. First Reading by title only. **Action:** _____
11. Council Bill No. 2013-003, An ordinance authorizing the Mayor to enter into an agreement with the Missouri Highways and Transportation Commission for safer roadways program. First Reading by title only. **Action:** _____

ORDINANCES

12. None

RESOLUTIONS

13. None

OTHER

14. Results of bond schedule with Boone County Circuit Court

REPORTS

- 15. Mayor's Report
- 16. City Administrator's Report
- 17. City Attorney's Report
- 18. Board of Alderperson's Report
- 19. Vote to adjourn meeting

If you would like to add an item on the agenda, please do so in writing 7 days prior to the meeting date.

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.)

The City of Ashland Board of Aldermen may have a study session, or special meeting or hold a closed meeting pursuant to Chapter 610.021 (1) thru 610.021 (21).

Posted: 2-01-2013

City Hall and Web site www.ashlandmo.us

JANUARY 15, 2013
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Jackson called the regular meeting to order on January 15, 2013 at 7:00 p.m. at Ashland City Hall, 109 East Broadway.

Alderman Wyatt gave the invocation.

Mayor Jackson led in the pledge of allegiance.

Mayor Jackson called the roll.

Ward One: David Thomas-here, Gene Rhorer-here

Ward Two: Randy Wyatt-here, Mike Calvert-here

Ward Three: Matt Uhrig-here, Charles Calvin Crandall-here

Staff Present: Kelly Henderson, City Administrator, Charles Senzee, Community Development Director and Darla Sapp, City Clerk.

Mayor Jackson presented the agenda of January 15, 2013 for consideration. Alderman Thomas made motion and seconded by Alderman Rhorer to approve the agenda with the addition of a resolution to declare the official intent of the City of Ashland, Mo. Mayor Jackson called for the vote. Motion carried.

Mayor Jackson presented the minutes of December 18, 2012 for consideration. Alderman Thomas made motion and seconded by Alderman Wyatt to approve the minutes as presented. Mayor Jackson called for corrections or changes. Being none he called for the vote. Motion carried.

Mayor Jackson presented the bills to be paid for consideration. Alderman Wyatt made motion and seconded by Alderman Thomas to approve the bills as presented. Mayor Jackson called for questions or comments. The Board asked various questions. Mayor Jackson called for the vote. Motion carried.

Charles Senzee, Community Development Director gave his monthly report to the Board. He stated he has closed out several projects. He reported the Planning and Zoning Commission discussed the draft Ashland Business District and they generally agreed on the proposed district boundaries and the merit of the draft document. He stated the Commission will hold a workshop to further discuss the document on February 12, 2013. He stated the plan would move forward to the general public and individual district property owners so that the public could be gathered for inclusion in a second draft. He informed the Board that the Commission also discussed the fence code and made changes to the ordinance which will be brought back to the Commission and public hearings would need to be held. He informed the Board of the status of the Moser's expansion and

updated the Board on pending projects for the fire station expansion and Great Reflections new commercial building.

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

Barb Bishop of 302 Salinda Drive stated she was here for item #11, discussion of recycling and asked if she would be able to participate at that time. Mayor Jackson reported she would. Ms. Bishop stated she would just talk at that time.

Mayor Jackson presented the Resolution for consideration. Alderman Thomas made motion and seconded by Alderman Wyatt to approve the resolution. Mayor Jackson called for comments or questions. Kelly Henderson reported this resolution would allow the City to recoup monies that were expended from public works reserve for the wastewater improvement. The Board discussed the location of the wastewater treatment facility expansion. Barb Bishop asked if they had a cost and final plans and how much it would cost each household. Kelly Henderson reported the preliminary engineering shows 5 to 6 million dollars for the new wastewater plant. He stated it would be mid-summer before we have a hard figure and we would decide if we are going to do private or public financing or a combination. Mayor Jackson called for the vote. Alderman Crandall-aye, Alderman Wyatt-aye, Alderman Thomas-aye, Alderman Uhrig-aye, Alderman Calvert-aye, Alderman Rhorer-aye. Motion carried.

Mayor Jackson presented for discussion the Draft 2013 goals. He reported some goals were carried over from last year. Kelly Henderson reported they would start working on the preliminary budget next month. The Board reviewed the goals list and discussed this at length. Mr. Henderson updated the Board on the status of projects on the list. Mayor Jackson asked if the Board wanted any additions or deletions to the goals list. Alderman Crandall suggested getting with MoDot on the four-way stop intersection and making a round-a-bout at Henry Clay and Broadway. The Board discussed this. There was discussion of MoDot having plans to make J-turns for Liberty Lane and Peterson Lane onto Highway 63. The Board discussed this at length. There was discussion of the swimming pool and resurfacing the fitness trail in the park.

Mayor Jackson reported the next item on the agenda is discussion of recycling and misuse of the recycling area. The Board discussed options of fencing the recycling site area and placing camera's to monitor the illegal dumping. Alderman Crandall reported he checked with Allied Waste and we could have them pick up curb side recycling once a week at a cost of 3.90 cents per month. Wade Middaugh, Utility Clerk reported at the time they were negotiating the contract they offered curb side recycling and reducing the trash pick up to once a week. The Board discussed the City employees having to clean up the recycling area weekly and the cost. The Board discussed the fees charged by the City for recycling. There was discussion to moving the recycling bins to a more feasible, public, and better lit area. Barb Bishop suggested educating the residents on the recycling program and possibly moving the location to a more central area. Kelly Henderson suggested having the representative from Allied attend a work session at 6 p.m. prior to a meeting to discuss the options with the Board.

Mayor's Report:

Mayor Jackson thanked the city crew for the ice and snow removal this weekend. Mayor Jackson reported several months back we discussed placing a notice on the trash containers or placing an ad in the newspaper reminding the citizens to remove their trash containers from the curb. The Board discussed this.

City Administrator's Report:

Kelly Henderson reported the time line for the wastewater treatment plant phase one would be between September and December 2014.

City Attorney's Report:

David Bandre was not present at the meeting.

Board of Aldermen Report:

Alderman Uhrig reported he did not re-file for office and it was a difficult decision.

Alderman Thomas reported the Avenue of Flags need to be replaced.

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

Darla Sapp, City Clerk

Michael P. Jackson, Mayor

City of Ashland
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE

ACCOUNTS PAYABLE CLAIMS						

10-02-2001	United States Treasure	FED/FICA TAX	1,512.34		9126452	1/25/13
10-02-2002	United States Treasure	FED/FICA TAX	2,169.60	3,681.94	9126452	1/25/13
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	472.00		23719	1/25/13
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	489.00	961.00	23719	1/25/13
10-02-2010	Missouri Local Government	Lagers - Reg.	1,028.38		23720	1/25/13
10-02-2010	Missouri Local Government	Lagers - Reg.	931.71	1,960.09	23720	1/25/13
10-02-2012	AFLAC	HEALTH INSURANCE	50.31	50.31	2134	1/17/13
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	63.60	63.60	2147	1/24/13
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	2,810.34		2141	1/17/13
10-02-2012	COVENTRY HEALTH CARE OF MO.	HSA HEALTH INSURANCE	1,051.37	3,861.71	2141	1/17/13
10-02-2012	MADISON NATIONAL LIFE	HEALTH INSURANCE	159.68	159.68	2143	1/17/13
10-02-2014	ANTHONY CONSIGLIO	HSA	76.09	76.09	9126454	1/25/13
10-02-2014	KELLY HENDERSON	HSA	38.05	38.05	9126455	1/25/13
10-02-2016	LEGALSHIELD	LEGAL SHIELD	43.85	43.85	2154	1/24/13
10-10-5120	MOCCFOA-BARB JOHNSON	MEMBERSHIP DUES DARLA	15.00	15.00	2145	1/17/13
10-10-5300	BANKCARD CENTER	WATER HEATER CITY HALL	129.50	129.50	2150	1/24/13
10-10-5300	SENTINEL LUMBER & HARDWARE	CITY HALL TOILET SEAT, SWITCH	8.16	8.16	2167	1/30/13
10-10-5305	AMERENUE	UTILITIES	361.98	361.98	2157	1/30/13
10-10-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	51.33	51.33	2160	1/30/13
10-10-5380	HASLER MAILING SYSTEM	LAST PAYMENT OLD POSTAGE MACHI	11.12	11.12	2153	1/24/13
10-10-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	20.31	20.31	2162	1/30/13
10-10-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	2165	1/30/13
10-10-5670	BANKCARD CENTER	BANK CARDS	65.38	65.38	2150	1/24/13
10-10-5670	DATA COMM	POSTAGE METER INK	49.16	49.16	2161	1/30/13
10-10-5670	Data Technologies, Inc.	W-2 AND 1099'S	50.40	50.40	2142	1/17/13
10-10-5670	NORTHERN SAFETY	PAPER TOWELS	84.04	84.04	2155	1/24/13
10-10-5670	QUILL CORPORATION	TONER, SUPPLIES	112.43		2146	1/17/13
10-10-5670	QUILL CORPORATION	FOLDERS, CLIPBOARDS	14.58	127.01	2156	1/24/13
10-10-5680	CMRS-FP	POSTAGE FOR METER	270.00	270.00	2152	1/24/13
10-10-5790	AMERENUE	UTILITIES	20.68	20.68	2157	1/30/13
10-10-5835	ASHLAND PC TECH, LLC	HARD DRIVE	196.25	196.25	2148	1/24/13
10-10-5840	AMERENUE	CHRISTMAS LIGHTS	218.50	218.50	2135	1/17/13
10-11-5135	ARCHER-ELGIN	ONGOING CONSULTING ENGINEERING	1,715.00		2139	1/17/13
10-11-5135	ARCHER-ELGIN	SOBOCO FIRE PROTECTION	306.00	2,021.00	2159	1/30/13
10-11-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	51.33	51.33	2160	1/30/13
10-11-5380	HASLER MAILING SYSTEM	LAST PAYMENT OLD POSTAGE MACHI	11.12	11.12	2153	1/24/13
10-11-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	2165	1/30/13
10-11-5670	BANKCARD CENTER	BANK CARDS	46.48	46.48	2150	1/24/13
10-11-5670	DATA COMM	POSTAGE METER INK	49.16	49.16	2161	1/30/13
10-11-5670	NORTHERN SAFETY	PAPER TOWELS	84.05	84.05	2155	1/24/13
10-11-5670	QUILL CORPORATION	TONER, SUPPLIES	112.43		2146	1/17/13
10-11-5670	QUILL CORPORATION	CLIPBOARDS	1.99	114.42	2156	1/24/13
10-11-5680	CMRS-FP	POSTAGE FOR METER	45.00	45.00	2152	1/24/13
10-11-5835	ASHLAND PC TECH, LLC	HARD DRIVE	60.39	60.39	2148	1/24/13
10-15-5110	CHIEF SUPPLY/LAW ENFORCEMENT	POLICE UNIFORMS/EQUIPMENT	540.50	540.50	2151	1/24/13
10-15-5115	BANKCARD CENTER	COMMAND SCHOOL FEE	255.00		2150	1/24/13
10-15-5300	BANKCARD CENTER	WATER HEATER CITY HALL	129.50	384.50	2150	1/24/13
10-15-5300	SENTINEL LUMBER & HARDWARE	CITY HALL TOILET SEAT	7.30	7.30	2167	1/30/13
10-15-5305	AMERENUE	UTILITIES	638.94	638.94	2157	1/30/13
10-15-5360	AT&T MOBILITY	PHONES	254.46		2137	1/17/13
10-15-5360	AT&T MOBILITY	MDT AIR CARD SERVICE	181.15	435.61	2149	1/24/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
10-15-5360	BANKCARD CENTER	UPGRADE POLICE CELLPHONE	168.23	168.23	2150	1/24/13
10-15-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	139.48	139.48	2160	1/30/13
10-15-5380	HASLER MAILING SYSTEM	LAST PAYMENT OLD POSTAGE MACHI	11.13	11.13	2153	1/24/13
10-15-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	20.31	20.31	2162	1/30/13
10-15-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	2165	1/30/13
10-15-5670	BANKCARD CENTER	BANK CARDS	117.83	117.83	2150	1/24/13
10-15-5670	DATA COMM	POSTAGE METER INK	49.17	49.17	2161	1/30/13
10-15-5670	Data Technologies, Inc.	W-2 AND 1099'S	50.40	50.40	2142	1/17/13
10-15-5670	NORTHERN SAFETY	PAPER TOWELS	84.05	84.05	2155	1/24/13
10-15-5670	QUILL CORPORATION	FILE JACKETS, TONER, SUPPLIES	181.42		2146	1/17/13
10-15-5670	QUILL CORPORATION	CLIPBOARDS	1.99		2156	1/24/13
10-15-5670	QUILL CORPORATION	NAME PLATES/WALL SIGNS, CHAIRMA	89.95	273.36	2166	1/30/13
10-15-5680	CMRS-FP	POSTAGE FOR METER	45.00	45.00	2152	1/24/13
10-15-5835	ASHLAND PC TECH, LLC	HARD DRIVE	256.63	256.63	2148	1/24/13
10-18-5305	AMERENUE	UTILITIES	185.13	185.13	2157	1/30/13
10-18-5305	BOONE ELECTRIC COOPERATIVE	PARK UTILITIES	35.25	35.25	2138	1/17/13
10-18-5366	AMERENUE	UTILITIES	12.12		2157	1/30/13
10-18-5367	AMERENUE	UTILITIES	9.92		2157	1/30/13
10-18-5368	AMERENUE	UTILITIES	10.09		2157	1/30/13
10-18-5369	AMERENUE	UTILITIES	9.92		2157	1/30/13
10-18-5371	AMERENUE	UTILITIES	9.92		2157	1/30/13
10-18-5372	AMERENUE	UTILITIES	9.92		2157	1/30/13
10-18-5373	AMERENUE	UTILITIES	9.92	71.81	2157	1/30/13
10-18-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	51.33	51.33	2160	1/30/13
10-18-5380	JOBSITE SANITARY TOILETS	PARK TOLIET RENTAL	78.75	78.75	2163	1/30/13
10-18-5425	MFA Oil Company	FUEL DECEMBER 2012	123.74	123.74	2144	1/17/13
20-02-2001	United States Treasure	FED/FICA TAX	253.08		9126452	1/25/13
20-02-2002	United States Treasure	FED/FICA TAX	441.32	694.40	9126452	1/25/13
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	85.00		23719	1/25/13
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	87.00	172.00	23719	1/25/13
20-02-2010	Missouri Local Government	Lagers - Reg.	164.72		23720	1/25/13
20-02-2010	Missouri Local Government	Lagers - Reg.	146.23	310.95	23720	1/25/13
20-02-2012	AFLAC	HEALTH INSURANCE	128.70	128.70	2134	1/17/13
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	21.20	21.20	2147	1/24/13
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	1,021.94	1,021.94	2141	1/17/13
20-20-5110	ANGEL LANE DESIGNS	DUSTIN/COBY HOODIES	80.00	80.00	2136	1/17/13
20-20-5110	BANKCARD CENTER	UNIFORMS	139.98		2150	1/24/13
20-20-5115	BANKCARD CENTER	TRAINING/MILEAGE	170.00	309.98	2150	1/24/13
20-20-5305	AMERENUE	STREET LIGHTS	3,030.01		2135	1/17/13
20-20-5305	AMERENUE	UTILITIES	232.34	3,262.35	2157	1/30/13
20-20-5305	BOONE ELECTRIC COOPERATIVE	STREET UTILITIES	846.49	846.49	2138	1/17/13
20-20-5360	AT&T MOBILITY	289-7028	38.57	38.57	2137	1/17/13
20-20-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	315.78	315.78	2160	1/30/13
20-20-5380	COLUMBIA WELDING & MACHINE CO.	OXYGEN RENTAL	7.75	7.75	2140	1/17/13
20-20-5380	RICOH USA, INC	COPIER AGREEMENT RICOH	17.25	17.25	2162	1/30/13
20-20-5410	Carter Waters	LASER REPAIR	75.00	75.00	2169	1/30/13
20-20-5420	TRI-STATE CONSTRUCTION EQUIP.	FILTERS, PLUS 50 TM	128.06	128.06	2168	1/30/13
20-20-5425	MFA Oil Company	FUEL DECEMBER 2012	359.48	359.48	2144	1/17/13
20-20-5605	SENTINEL LUMBER & HARDWARE	SUPPLIES	17.34		2167	1/30/13
20-20-5700	SENTINEL LUMBER & HARDWARE	SUPPLIES	1.99	19.33	2167	1/30/13
20-20-5730	MFA Oil Company	FUEL SNOW	444.11	444.11	2144	1/17/13
20-20-5817	NEWMAN TRAFFIC SIGNS	SIGNS, POSTS, HARDWARE	1,247.57	1,247.57	2164	1/30/13
20-20-5835	ASHLAND PC TECH, LLC	HARD DRIVE	60.39	60.39	2148	1/24/13
45-02-2001	United States Treasure	FED/FICA TAX	624.48		9126452	1/25/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
45-02-2002	United States Treasure	FED/FICA TAX	1,281.40	1,905.88	9126452	1/25/13
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	292.00		23719	1/25/13
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	255.00	547.00	23719	1/25/13
45-02-2010	Missouri Local Government	Lagers - Reg.	983.77		23720	1/25/13
45-02-2010	Missouri Local Government	Lagers - Reg.	799.25	1,783.02	23720	1/25/13
45-02-2012	AFLAC	HEALTH INSURANCE	255.33	255.33	23709	1/17/13
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	53.00	53.00	23721	1/24/13
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	1,277.42		23712	1/17/13
45-02-2012	COVENTRY HEALTH CARE OF MO.	HSA HEALTH INSURANCE	450.58	1,728.00	23712	1/17/13
45-02-2012	MADISON NATIONAL LIFE	HEALTH INSURANCE	26.71	26.71	23714	1/17/13
45-02-2014	KELLY HENDERSON	HSA	38.04	38.04	9126455	1/25/13
45-02-2014	WADE MIDDAUGH	HSA	76.09	76.09	9126453	1/25/13
45-02-2016	LEGALSHIELD	LEGAL SHIELD	17.95	17.95	23727	1/24/13
45-30-5115	BANKCARD CENTER	FUEL,MEALS,MOTEL TRAINING KELL	171.61	171.61	23723	1/24/13
45-30-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES WATER	895.52	895.52	23711	1/17/13
45-30-5315	AMERENUE	UTILITIES	1,554.41	1,554.41	23732	1/30/13
45-30-5360	AT&T MOBILITY	864.1310	100.63	100.63	23710	1/17/13
45-30-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	161.43	161.43	23735	1/30/13
45-30-5380	RICOH USA, INC	COPIER AGREEMENT RICOH	17.25	17.25	23738	1/30/13
45-30-5605	SENTINEL LUMBER & HARDWARE	SUPPLIES	4.02	4.02	23741	1/30/13
45-30-5613	BANKCARD CENTER	BANK CARDS	46.26	46.26	23723	1/24/13
45-30-5835	ASHLAND PC TECH, LLC	HARD DRIVE	60.38	60.38	23722	1/24/13
45-35-5900	ALLIED WASTE SERVICES #035	RECYCLING	433.00	433.00	23731	1/30/13
45-40-5300	SENTINEL LUMBER & HARDWARE	MILK HOUSE HEATHER/BLACK	26.99	26.99	23741	1/30/13
45-40-5310	BOONE ELECTRIC COOPERATIVE	SEWER UTILITIES	421.84	421.84	23711	1/17/13
45-40-5315	AMERENUE	UTILITIES	185.14		23732	1/30/13
45-40-5325	AMERENUE	UTILITIES	2,670.11		23732	1/30/13
45-40-5330	AMERENUE	UTILITIES	38.62		23732	1/30/13
45-40-5335	AMERENUE	UTILITIES	236.14		23732	1/30/13
45-40-5340	AMERENUE	UTILITIES	100.60		23732	1/30/13
45-40-5345	AMERENUE	UTILITIES	33.21		23732	1/30/13
45-40-5350	AMERENUE	UTILITIES	58.52	3,322.34	23732	1/30/13
45-40-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	200.49	200.49	23735	1/30/13
45-40-5380	RICOH USA, INC	COPIER AGREEMENT RICOH	17.25	17.25	23738	1/30/13
45-40-5603	WATER & SEWER SUPPLY, INC.	PVC, SUPPLIES	528.49	528.49	23743	1/30/13
45-40-5605	SENTINEL LUMBER & HARDWARE	SUPPLIES	28.65	28.65	23741	1/30/13
45-40-5605	USA BLUEBOOK	WIPERS	104.36	104.36	23730	1/24/13
45-40-5605	Westlake Hardware	BULBS,GREASE,SCREWDRIVERS	106.42	106.42	23744	1/30/13
45-40-5615	Engineering Surveys & Services	WASTEWATER LAB EXPENSES	117.00	117.00	23737	1/30/13
45-40-5618	TITAN DISTRIBUTORS	BACTO BLEND	2,619.00	2,619.00	23716	1/17/13
45-40-5816	BOONE CO COLLECTOR OF REVENUE	REAL ESTATE TAX LOTS	236.52		23724	1/24/13
45-40-5816	BOONE CO COLLECTOR OF REVENUE	REAL ESTATE TAX LOTS	220.60	457.12	23724	1/24/13
45-40-5835	ASHLAND PC TECH, LLC	HARD DRIVE	60.38	60.38	23722	1/24/13
45-45-5110	BANKCARD CENTER	UNIFORMS	144.98	144.98	23723	1/24/13
45-45-5315	AMERENUE	UTILITIES	185.14	185.14	23732	1/30/13
45-45-5360	AT&T MOBILITY	289-9415	21.45	21.45	23710	1/17/13
45-45-5605	SENTINEL LUMBER & HARDWARE	SUPPLIES	4.02	4.02	23741	1/30/13
45-45-5625	BOONE CO PUBLIC WORKS	WATERMAIN UNDER PETERSON & 63	150.00	150.00	23733	1/30/13
45-45-5625	HD SUPPLY WATERWORKS,LTD	METER BOX FRAME,COVER,HYD EXT	2,570.57	2,570.57	23726	1/24/13
45-45-5628	SENTINEL LUMBER & HARDWARE	GLOVES,O-RING,AIR CHUCK FOOT	27.89	27.89	23741	1/30/13
45-45-5670	QUILL CORPORATION	TAPE DISPENSER	5.49	5.49	23715	1/17/13
45-45-5815	USA BLUEBOOK	GLOVES, WRENCHES, PLIERS	194.27	194.27	23730	1/24/13
45-50-5380	CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHERS	80.73	80.73	23735	1/30/13
45-50-5380	HASLER MAILING SYSTEM	LAST PAYMENT OLD POSTAGE MACHI	11.13	11.13	23725	1/24/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
45-50-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	20.32	20.32	23738	1/30/13
45-50-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	23739	1/30/13
45-50-5670	BANKCARD CENTER	BANK CARDS	46.47	46.47	23723	1/24/13
45-50-5670	DATA COMM	POSTAGE METER INK	49.17	49.17	23736	1/30/13
45-50-5670	Data Technologies, Inc.	W-2 AND 1099'S	50.40	50.40	23713	1/17/13
45-50-5670	NORTHERN SAFETY	PAPER TOWELS	84.04	84.04	23728	1/24/13
45-50-5670	QUILL CORPORATION	TONER, SUPPLIES	112.44		23715	1/17/13
45-50-5670	QUILL CORPORATION	CLIPBOARDS	1.99	114.43	23729	1/24/13
45-50-5680	CMRS-FP	POSTAGE	540.00	540.00	9126458	1/29/13
45-50-5815	QUILL CORPORATION	CHAIR MAT	128.99	128.99	23740	1/30/13
45-50-5835	ASHLAND PC TECH, LLC	HARD DRIVE	60.38	60.38	23722	1/24/13
45-55-5380	RICOH USA, INC	COPIER AGREEMENT RICOH	17.25	17.25	23738	1/30/13
45-55-5516	UMB BANK	INTEREST SERIES 2002	6,356.25		23742	1/30/13
45-55-5530	UMB BANK	PRINCIPAL SERIES 2002	17,000.00	23,356.25	23742	1/30/13
50-51-5881	ARCHER-ELGIN	TWA 2 MAIN & ASH IMPROVEMENTS	4,245.00	4,245.00	2159	1/30/13
73-73-5753	ASHLAND LEARNING GARDEN	LEARNING GARDEN GRANT	5,548.26	5,548.26	1001	1/28/13

TOTAL ACCOUNTS PAYABLE CHECKS 84,230.33

UB DEPOSIT REFUND CHECKS

45 UTILITIES 231.81

DEPOSIT REFUNDS ON 1/14/2013 231.81

TOTAL UTILITY BILLING CHECKS 231.81

PAYROLL CHECKS

10 GENERAL 10,716.49

20 STREET 2,268.38

45 UTILITIES 6,549.76

PAYROLL CHECKS ON 1/25/2013 19,534.63

TOTAL PAYROLL CHECKS 19,534.63

***** REPORT TOTAL ***** 103,996.77

MEMORANDUM



FROM: A. WADE MIDDUAGH, UTILITY CLERK
TO: HONORABLE MAYOR, BOARD OF ALDERMEN
DATE: JANUARY 29, 2013
RE: PROPOSED CHANGES TO WATER AND SEWER POLICY

Honorable Mayor and Board of Aldermen,

After recently reviewing our Water and Sewer policies, there are a few changes I would propose we make:

1. **Repeal Hydrant Meter Section of Code:** Currently in Chapter 14, section 14.220 we have "Use of Hydrant Meter for Swimming Pools". This was added to the code two years ago as we attempted to allow customers to fill pools using a hydrant meter to help offset the sewer charges on their utility bill. As we found out, this option wasn't feasible as the water was usually discolored and many times customers were too far from a fire hydrant to use the meter. Since that year I have created an adjustment form for swimming pools that requires customers to list the specifications on their pool and I will then adjust the SW accordingly on the bill. This has worked out far better for our customers and City staff, so I ask you to please repeal this outdated section of our code.
2. **Increase Reconnection Fees:** Currently our fees for reconnection when someone's service has been disconnected are \$15 during business hours and \$30 after business hours. After contacting other local utility providers I have found we are below the average. I propose that we increase our fee during business hours to \$30 and \$60 after hours. This will help to deter customers from getting to the point of disconnection and to more adequately cover our cost of after hours reconnection.
3. **Change to Disconnection Notification:** Our current policy is to send customers a utility statement at the end of each month that is due on the 15th. If not paid by the 15th we assess a 10% penalty on the account and mail the customer a disconnect notice. If not paid within seven days, we assess a \$10 penalty and deliver a door hanger to the property. To stream line the process I propose we eliminate the door hanger and instead mail the disconnect notice out in its place. This will eliminate the cost of door hangers, the ink to print them, and the time of the 4 Public Works employees to deliver them (4 hours on average).

Thank you for your consideration on these proposed changes, should you have any questions please feel free to let me know.

AN ORDINANCE PROVIDING FOR THE IMPOSITION OF A SALES TAX OF ONE-FOURTH OF ONE PERCENT FOR THE PURPOSE OF PROVIDING FUNDING FOR STORM WATER CONTROL AND LOCAL PARKS IMPROVEMENTS AND A SALES TAX OF ONE- FOURTH OF ONE PERCENT FOR THE PURPOSE OF TRANSPORTATION, AND CALLING AN ELECTION ON AUGUST 6TH, 2013.

WHEREAS, the Board of Aldermen of the City of Ashland, Missouri under the authority of Section 644.032 and Section 94.705 of the Revised Statutes of Missouri, as amended (the "Act"), has determined that it is in the best interest of the City to impose a sales tax in the amount of one-fourth of one percent (.25) on the receipts from all retail sales and taxable services at retail within the City that are subject to taxation under Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri, as amended, for the purpose of funding storm water control and local park improvements; and one-fourth of one percent (.25) for transportation purposes; and

WHEREAS, the Board of Aldermen desires to propose a one-fourth of one percent sales tax for storm water control and local parks and one-fourth of one percent sales tax for transportation; for a total tax of one-half of one percent; and

WHEREAS, the Board of Aldermen desires that this proposition be placed on the August 6, 2013 ballot.

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

Section 1. There is hereby established a sales tax in the amount of one-half of one percent on all retail sales made in the City of Ashland, Missouri.

Section 2. Said sales tax shall become effective as provided by law upon approval thereof by a majority of the votes cast on the proposition by the qualified voters of the City voting thereon.

Section 3. An election is hereby ordered to be held in the City of Ashland, Missouri on August 6, 2013, on the following proposition:

PROPOSITION NO. 1

Shall the city impose a sales tax of one-half of one percent for the purpose of providing funding for storm water control and local parks and transportation for the City of Ashland, Missouri?

Yes

No

The voter who desires to vote in favor of said ordinance shall place a cross mark (X) in the square opposite the word "Yes" (or in the case of the use of voting machines shall pull the lever so as to place a cross mark (X) in such square opposite said word). The voter who desires to vote against said ordinance shall place a cross mark (X) in the square opposite the word "No" (or in the case of voting machines shall pull the lever so as to place a cross mark (X) in the square opposite said word).

The approval of the proposition will authorize the levy and collection of the one-half of one percent sales tax in addition to the other sales taxes provided for by law on all retail sales made in the City which are subject to taxation.

Section 4. Upon passage of said election, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail (1) a certified copy of this Ordinance, and (2) a copy of the abstract of votes cast on the proposition at said election.

Section 5. This ordinance shall become in force and effect immediately upon its passage and approval.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

AN ORDINANCE REPEALING SECTION 14.220. USE OF HYDRANT METER FOR SWIMMING POOLS OF CHAPTER 14; SEWER, WATER AND SOLID WASTE IN THE CITY OF ASHLAND, MO. CODE

WHEREAS, the City of Ashland staff has reviewed the use of filling swimming pools with fire hydrants and found it not to be feasible.

WHEREAS, the Board of Aldermen has reviewed this and found the need to repeal Section 14.220.

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

Section 1. That Section 14.220. Use of Hydrant Meter for Swimming pools shall be repealed in its entirety.

14.220. Use of Hydrant Meter for Swimming pools

The City shall allow the use of a hydrant meter to fill any swimming pool within the municipal limits once a year. The use of the meter will require a deposit as established by Appendix C-3 and the water rate would apply as defined by Appendix C-2. No sewer charge would apply. No sewer credit can be given, without the use of a hydrant meter.

Section 2. Methods of calculation will be maintained in the Utilities Policy Manual.

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

Dated this _____ day of _____, 2013.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

COUNCIL BILL NO. 2013-003

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR
SAFER ROADWAYS PROGRAM

WHEREAS, the Police Chief has applied for a grant for law enforcement equipment with the Missouri Highways and Transportation Commission; and

WHEREAS, Missouri Highways and Transportation Commission has awarded \$2,195.00 for the blueprint safety project; and

WHEREAS, the Board of Aldermen have reviewed the terms of the agreement.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute the agreement between the City of Ashland, Missouri and the Missouri Highways and Transportation Commission.

Section 2. The terms of said agreement are set forth in the attached agreement and marked as Exhibit "A" which by this reference is incorporated herein as if more fully and completely set out.

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

Dated this _____ day of _____, 2013.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

CCO Form: HS2
Approved: 01/05 (BDG)
Revised: 08/10 (MWH)
Modified:

Award name/number: BPC-CD-EE-Z
Award year: FY13

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

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

City of Ashland, a municipal corporation in the State of Missouri (hereinafter, "City"); OR

County of _____, (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

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

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: Law Enforcement Equipment.

(3) 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, 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.

(4) 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.

(5) COMMISSION REPRESENTATIVE: This 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.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

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

(8) 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.

(9) 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.

(10) 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 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.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than Two thousand one hundred and ninety-five dollars (\$ 2,195) for this Blueprint safety project. Project to include one Lidar (1695.06) and one PBT (approximately \$500.00). Invoice for reimbursement must be provided by the first week of June, 2013, for processing.

(12) USE OF FUNDS: Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and 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 or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) 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.

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

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

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
NAME OF AGENCY OR VENDOR

Title: District Engineer

By _____
Title _____

By _____
Title _____

By _____
Title _____

ATTEST:

By _____
Title _____

Approved as to Form:

Title _____

Ordinance No _____