



**THE CITY OF ASHLAND, MISSOURI**

**Date:** March 13, 2015

**To:** Mayor Rhorer and the Ashland Board of Aldermen

**From:** Josh M. Hawkins

**Re:** City Administrator's report

**Budget: Ordinance No. 1019**

The projects the Board voted into the Street and Capital Budgets have been added to the budget, no other changes have been made since our last review.

**Ordinance No. 1020**

Attorney has approved, this is documentation per MODOT concerning the Ash Street Sidewalk project. Staff recommends approval.

**Council Bill No. 2015-009 & Ordinance No. 1021**

Bartlett & West has submitted their contract per MODOT's terms and the City Attorney has reviewed the document. This contract is reflective of the overall project budget as applied for. Staff recommends approval and two readings to expedite the process to MODOT.

**Council Bill No. 2015-010 & Ordinance No. 1022**

Midwest Computech was the lower of two bidders in our IT RFP. The cost will be approximately \$950 per month with a full-service agreement. Staff recommends approval and two readings to expedite this process as our current contract expires at the end of the month.

**Council Bill No. 2015-011**

This is a conditional use permit application for a home-based child care center at 408 Meadow Lane. The applicants had originally applied for a permit allowing 20 children. This request is recommended to be denied per the planning report included in your packet. The same report proposed bringing the applicant into compliance by granting a conditional use for 10 children, which is the applicant's current operation along with seven (7) specific conditions as outlined in the planning report. The Planning and Zoning Commission recommends approval of the conditional use for 10 children with the seven conditions prescribed by the planning report; staff supports this recommendation.

**Council Bill No. 2015-012 & Ordinance No. 1023**

The police department has obtained a grant for a SMART (Speed Monitoring Awareness Radar Trailer) at no cost to the City. Staff recommends approval through two readings to expedite the procurement process.

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

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

### **Current Affairs**

I wanted to communicate my position with the Board concerning revenue policies. The City is in a positive financial position going forward and I applaud the Board's direction in stabilizing the budget and engaging the communities in order to assign priorities. The creation of a Capital Improvement Plan will greatly assist the staff and the community leadership in long-term planning for infrastructure and storm water maintenance.

There have been concerns from residents concerning the funding of specific projects whether it is street improvements, storm water improvements, park improvements or public safety. I believe the Board is on the same page with staff in realizing that we are doing the best we can to meet the needs of a growing city with our limited resources. I understand a resident may become frustrated if they believe an area of the city has not been addressed as rapidly as they believe it should; I am also sure that they appreciate that the staff does not view them as a source of revenue.

The Police Department does not generate a significant amount of fines and penalties; safety and service is their mission and I applaud Chief Woolford for this position. The City could place a speed enforcement camera on Highway 63 and collect over \$1 million in fines annually; the question for the community would be whether or not this erodes the public trust in the local government, a trust we have been working hard on building between our community and City Hall for the past year.

My position on revenue policies is that our goal is to be good stewards of tax payer money and not just policy-driven public managers with the municipal organization as our only priority. The creation of new revenue streams such as tax increases is in the arena of the elected officials; it is my job to collect data and help you make an informed decision on any policy you research.

Overall, our growth has kept our tax base stable; until new retail opportunities open to accompany the rapid population growth, expect our tax revenue to remain stable. This means we will need to communicate to our residents that we are translating their tax dollars into services to the best of our ability through good planning and citizen engagement.

### **Southern Boone Chamber Days**

The Southern Boone Chamber of Commerce will be hosting "Chamber Days" April 16-18 to coincide with Ashland Outloud and they have requested participation from the elected officials. Please feel free to propose any activities which will encourage engagement between the residents and the elected officials. The staff can make nametags for the Mayor and the Aldermen if they would like. The Ashland City-wide garage sale is Saturday, April 18, so anticipate this to be a busy weekend for our community.

**CITY OF ASHLAND**  
**815 E. BROADWAY**  
**(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)**  
**ASHLAND, MO. 65010**  
**BOARD OF ALDERMEN AGENDA**  
**TUESDAY, MARCH 17 , 2015**  
**7:00 P.M.**

Call to order

Invocation

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 3-17-2015 agenda: **Action:** \_\_\_\_\_
2. Consideration of the meeting minutes from 3-03-2015: **Action:** \_\_\_\_\_

**APPEARANCES**

3. Anyone wishing to appear before the Board

**APPOINTMENTS**

4. None

**COUNCIL BILLS**

5. Council Bill No. 2015-009, an ordinance authorizing the Mayor to enter into a contract with Bartlett and West for engineering services for Ash Street sidewalk improvements. First Reading by title only. **Action:** \_\_\_\_\_
6. Council Bill No. 2015-010, an ordinance authorizing the Mayor to enter into an agreement with Midwest Computech for computer services and maintenance. First Reading by title only. **Action:** \_\_\_\_\_
7. Council Bill No. 2015-011, an ordinance approving a conditional use permit to Brent Mallinchrodt and Allyssa E. Huskey to permit a licensed day care home. First Reading by title only. **Action:** \_\_\_\_\_
8. Council Bill No. 2015-012, an ordinance authorizing the Mayor to enter into a contract with the Missouri Highways and Transportation Commission blueprint for safer roadways program agreement. First Reading by title only. **Action:** \_\_\_\_\_

**ORDINANCES**

9. Ordinance No. 1019, an ordinance adopting an annual budget for fiscal year beginning May 01, 2015 and appropriating funds pursuant thereto. **Action:** \_\_\_\_\_

10. Ordinance No. 1020, an ordinance authorizing the Mayor to enter into an transportation alternatives funds supplemental agreement with the Missouri Highways and Transportation Commission. **Action:** \_\_\_\_\_

11. Ordinance No. 1021, an ordinance authorizing the Mayor to enter into a contract with Bartlett and West for engineering services for Ash Street sidewalk improvements. **Action:** \_\_\_\_\_

12. Ordinance No. 1022, an ordinance authorizing the Mayor to enter into an agreement with Midwest Computech for computer services and maintenance. **Action:** \_\_\_\_\_

13. Ordinance No. 1023, an ordinance authorizing the Mayor to enter into a contract with the Missouri Highways and Transportation Commission blueprint for safer roadways program agreement. **Action:** \_\_\_\_\_

#### **RESOLUTIONS**

14. None

#### **OTHER**

15. None

#### **REPORTS**

16. Travis Davidson, Public Works Director monthly report

17. Mayor's Report

18. Board of Aldermen's Report

19. City Administrator's Report

20. City Attorney's Report

21. 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.)

Posted: 3-13-2015

City Hall and website: [www.ashlandmo.us](http://www.ashlandmo.us)

TUESDAY, MARCH 03, 2015  
BOARD OF ALDERMEN MINUTES  
7: 15 P.M.  
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:15 p.m. on March 03, 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-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief, Jessi Kendall, Treasurer/Deputy City Clerk, Travis Davidson, Public Works Department, Curtis Bennett, Water Supervisor, Coby Morris, Streets Superintendent and Josh Hawkins, City Administrator.

Mayor Rhorer presented the agenda for March 03, 2015 for consideration. Alderman Anderson made motion and seconded by Alderman Klippel to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes for February 17, 2015 for consideration. Alderman Anderson made motion and seconded by Alderman Campbell to approve the minutes as presented. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Motion carried.

Chad Sayre, Allstate Consultants updated the Board on the wastewater treatment facility improvements. He present a draft sewer service plan for the northeast area. He stated this was completed to address interests in sewer regionalization from property owners such as the Baptist Home, Alta Vista and Columbia Regional Airport. Mr. Sayre presented options to include in the facility plan to send to the joint funding committee of MDNR/USDA process. He stated the joint funding committee will comment and recommend a funding source. The Board discussed acquiring easements, evaluate phasing and financial feasibility and risk of investment of sewer extensions. He discussed developing a connection fee assessment. The Board discussed this at length.

Chad Sayre asked for the consensus to submit the facility plan to MDNR to include multiple options for scope, depending on final commitments from users and land owners, to participate in costs for sewer.

Alderman Campbell made motion and seconded by Aldermen Elliott to allow Allstate Consultants to submit the Wastewater facility plan to the joint funding committees. 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.

Mayor Rhorer asked if anyone wished to appear before the Board. No one came forth.

Mayor Rhorer presented Council Bill No. 2015-007 for consideration. Alderman Campbell made motion and seconded by Alderman Klippel to take up Council Bill No. 2015-007, an ordinance adopting an annual budget for fiscal year beginning May 01, 2015 and appropriating funds pursuant thereto. First Reading by title only. Mayor Rhorer called for questions or comments. Josh Hawkins, City Administrator highlighted the capital expenditures. The Board discussed the fitness trail and tennis courts at the park. They also questioned the need for an SUV for the police department. Lyn Woolford, Police Chief explained the need for the SUV. The Board discussed making sure the street work comes in within the budget before pursuing the upgrades to the tennis courts or the purchase of the SUV.

Alderman Fasciotti made motion and seconded by Alderman Elliott to approve the budget with the staff recommendations. 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.

Alderman Taggart suggested city staff be reimbursed for using their own personal vehicles for city use. Fred Boeckmann, City Attorney reported this is an administrative decision and we have the policy in place that covers this.

Mayor Rhorer presented Council Bill No. 2015-008 for consideration. Alderman Elliott made motion and seconded by Alderman Klippel to take up Council Bill No. 2015-008, an ordinance authorizing the Mayor to enter into an transportation alternatives funds supplemental agreement with the Missouri Highways and Transportation Commission. First Reading by title only. Mayor Rhorer called for questions or comments. Josh Hawkins reported this is for the Ash Street Sidewalk grant. 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.

Mayor Rhorer presented Ordinance No. 1018 for consideration. Alderman Campbell made motion and seconded by Alderman Klippel to take up Ordinance No. 1018, an ordinance granting a conditional use permit to Ashland Rentals, LLC to permit a multiple family dwelling in the general commercial district. Mayor Rhorer called for questions or comments. 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.

Mayor Rhorer presented a resolution selecting Bartlett & West as consultants for the Ash Street Sidewalk Improvement Project. Alderman Elliott made motion and seconded by Alderman Campbell to approve Resolution 3-03-2015, a resolution selecting Bartlett & West as consultants for the Ash Street Sidewalk Improvements Project. Mayor Rhorer called for questions or comments. Josh Hawkins introduced Steve Shultz engineer with Bartlett & West. Mr. Hawkins explained the selection committee's scoring system. Steve Shultz reported they will come back with contract at the next meeting for consideration. He reported the city attorney has reviewed the contract. He gave an overview on the schedule and grant process. The Board asked questions on engineering drawings and stormwater improvements to this area. He reported the project should be completed in the 2016 school year. 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.

Mayor Rhorer reported the next item was a pay request from Drill Tech, Inc. for \$14,310.00 for the Broadway water main improvements for partial payment number 1. Alderman Elliott made motion and seconded by Alderman Campbell to approve the partial payment request number 1 to Drill Tech, Inc. for \$14,310.00. 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.

Alderman Fasciotti made motion and seconded by Alderman Taggart to take a break. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer called the meeting back to order at 8:55 p.m.

Police Chief's monthly report:

Lyn Woolford, Police Chief reported that he has been working on the budget for the last month. He reported he is still pursuing grant monies for the in-car video system. Chief Woolford informed the Board of a search warrant being issued in the trailer park and where they found drug paraphernalia and stolen property. He reported a lady needing assistance taking out her trash due to medical issues and is he working with the Boy Scout Leader trying to get a Boy Scout in her neighborhood to assist her. Chief Woolford reported on a case of two six graders leaving school today and their efforts in locating them. He stated that he is going to have a after action meeting with the school resource officer and school officials and see how they can open up communication.

Mayor's Report:

Mayor Rhorer reported he has sent an e-mail to Senator Schaefer's office and has not heard back yet. The Board discussed trying to get a meeting set up and a couple of the Board members go down to discuss a round- a-bout on Broadway and Henry Clay Blvd.

Board of Aldermen's Report:

Alderman Klippel reported he had a request from a neighbor and some school bus drivers on making South Main Street a one way street during the school light schedule. They discussed the personnel it would take to do this. Josh Hawkins suggested reviewing this during transportation planning.

Alderman Anderson suggested revisiting hiring a lobbyist for the City of Ashland. He reported that Mr. Han comes highly recommended and suggested we arrange from him to speak to the Board. Mayor Rhorer took a poll of interest from the Board. Alderman Anderson, Alderman Campbell, Alderman Elliott and Alderman Taggart were in agreement to hearing his presentation and proposal. Alderman Klippel and Alderman Fasciotti did not wish to revisit this.

Alderman Fasciotti suggested posting beneath stop signs on S. Main Street discouraging traffic during school zone times or the possibility of making South Main Street a one way street.

City Administrator's Report:

Josh Hawkins, City Administrator reported the Planning and Zoning Commission will be hearing a request for a conditional use permit for a home daycare center. He discussed a transportation planning committee.

Mr. Hawkins updated the Board on the bids for IT services and stated he would be bringing back a recommendation for Board approval. He reported the budget and Bartlett and West engineering contract for Ash Street Improvements will be on the next agenda.

City Attorney's Report:

Fred Boeckmann, City Attorney had no report.

Alderman Anderson made motion and seconded by Alderman Klippel to adjourn the meeting. 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.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

<b>CITY</b>			
	<b>BALANCE</b>	<b>ACCOUNT #</b>	<b>TYPE</b>
<b>UNRESTRICTED FUNDS</b>			
General Reserve Fund- Mainstreet	246,963.48	524026	CKING
Fund Balance	546,748.00		
<b>TOTAL CITY UNRESTRICTED FUNDS</b>	<b>793,711.48</b>		
<b>RESTRICTED RESERVES</b>			
Capital Fund Current	53,000.16		
Previous Capital Funds Unused	266,079.00		
<b>TOTAL CITY RESTRICTED FUNDS</b>	<b>319,079.16</b>		
<b>UTILITIES</b>			
<b>UNRESTRICTED FUNDS</b>			
Fund Balance	1,954,131.62	1129651	
<b>TOTAL UTILITIES UNRESTRICTED FUNDS</b>	<b>1,954,131.62</b>		
Combined Debt Service-RESERVE	21,606.46		
<b>RESTRICTED RESERVES</b>			
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
<b>TOTAL UTILITIES RESTRICTED FUNDS</b>	<b>160,000.00</b>		

2/27/2015

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----					
10-02-2001	United States Treasure	FED/FICA TAX	1,516.80	9126686	3/06/15
10-02-2002	United States Treasure	FED/FICA TAX	2,328.92	9126686	3/06/15
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	120.84	25297	3/06/15
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	6,534.84	3845	3/05/15
10-02-2014	NATHAN PATTERSON	HSA	95.08	9126688	3/06/15
10-10-5115	BANKCARD CENTER	CITY CLERK TRAINING	205.00	3840	3/05/15
10-10-5305	AMERENMO	UTILITIES	153.34	3837	3/05/15
10-10-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.33	3868	3/06/15
10-10-5360	CENTURYLINK	TELEPHONES	49.02	3867	3/06/15
10-10-5360	VERIZON	CELL PHONES, TABLETS, MDTS	10.02	3864	3/05/15
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	3866	3/06/15
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE	23.31	3839	3/05/15
10-10-5380	CULLIGAN WATER	BOTTLED WATER FEBRUARY 2015	9.60	3869	3/06/15
10-10-5381	MID MO REG. PLANNING	FEBRUARY 2015	200.00	3851	3/05/15
10-10-5670	QUILL CORPORATION	STORAGE BOXES & INK PENS	20.99	3857	3/05/15
10-10-5790	AMERENMO	UTILITIES	20.21	3837	3/05/15
10-10-5816	BANKCARD CENTER	OFFICE	119.98	3840	3/05/15
10-10-5835	MIDWEST COMPUTECH	OFF SITE BACKUP OVRAGE	83.20	3852	3/05/15
10-10-5835	PERSONALIZED COMPUTERS	PC EMAIL	17.16	3856	3/05/15
10-11-5130	BO. CO. PLANNING & BUILDING	FEBRUARY 2015	841.61	3841	3/05/15
10-11-5130	SOBOCO FIRE PROTECTION DISTRICT	1 SITE FEBRUARY 2015 PIZZA HAU	60.00	3873	3/06/15
10-11-5135	BOONE COUNTY JOURNAL	408 MEADOW LANE	96.30	3842	3/05/15
10-15-5070	SOUTHERN BOONE AREA YMCA	MEMBERSHIP L.W.	240.00	3860	3/05/15
10-15-5110	CHIEF SUPPLY/LAW ENFORCEMENT	GUN BELT KEEPERS	30.75	3844	3/05/15
10-15-5110	V.H. BLACKINGTON & CO	SHIPPING/HANDLING POLICE	7.50	3863	3/05/15
10-15-5112	BANKCARD CENTER	AMMO	320.00	3840	3/05/15
10-15-5115	UNIVERSITY OF MISSOURI	COMBAT THINKING M.N.	150.00	3862	3/05/15
10-15-5125	ED ROEHR SAFETY	BULLET RESISTANT VEST A.W.	785.80	3847	3/05/15
10-15-5300	SENTINEL LUMBER & HARDWARE	BULBS FOR POLICE GARAGE	16.18	3859	3/05/15
10-15-5305	AMERENMO	UTILITIES	241.82	3837	3/05/15
10-15-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.33	3868	3/06/15
10-15-5360	CENTURYLINK	TELEPHONES	148.83	3867	3/06/15
10-15-5360	VERIZON	CELL PHONES, TABLETS, MDTS	415.12	3864	3/05/15
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	3866	3/06/15
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE	23.32	3839	3/05/15
10-15-5380	CULLIGAN WATER	BOTTLED WATER FEBRUARY 2015	9.60	3869	3/06/15
10-15-5380	DATA RETENTION SERVICES	MONTHLY POLICE RECORDS STORAGE	15.90	3846	3/05/15
10-15-5380	TAC 10, INC.	ANNUAL MAINT AGREEMENT	3,308.00	3861	3/05/15
10-15-5420	BANKCARD CENTER	CAR WASHES	39.95	3840	3/05/15
10-15-5420	RANDY'S AUTO REPAIR	CAR 603 & CAR 604	379.89	3858	3/05/15
10-15-5425	Warrenton Oil Company	POLICE FUEL FEBRUARY 2015	1,047.85	3874	3/06/15
10-15-5670	QUILL CORPORATION	STORAGE BOXES & INK PENS	20.99	3857	3/05/15
10-15-5815	BANKCARD CENTER	CODE BOOKS, RADIO ANTENNAS	161.23	3840	3/05/15
10-15-5835	PERSONALIZED COMPUTERS	PC EMAIL	22.44	3856	3/05/15
10-18-5366	AMERENMO	UTILITIES	10.62	3837	3/05/15
10-18-5367	AMERENMO	UTILITIES	9.79	3837	3/05/15
10-18-5368	AMERENMO	UTILITIES	17.70	3837	3/05/15
10-18-5369	AMERENMO	UTILITIES	23.07	3837	3/05/15
10-18-5371	AMERENMO	UTILITIES	8.61	3837	3/05/15
10-18-5372	AMERENMO	UTILITIES	9.79	3837	3/05/15
10-18-5373	AMERENMO	UTILITIES	9.79	89.37	3837 3/05/15

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
10-18-5380	JOBSITE SANITARY TOILETS	TOILET PARK RENTAL	78.75	3849	3/05/15
15-16-5448	JEFFREY R. KAYS	CITY PROSECUTOR MARCH 2015	833.33	3848	3/05/15
15-16-5450	MO. DEPARTMENT OF REVENUE	COURT AUTOMATED FEBRUARY 2015	14.00	3871	3/06/15
15-16-5452	MO. DEPT. OF REVENUE	STATE CLERKS FEE FEBRUARY 2015	24.00	3872	3/06/15
15-16-5454	NICOLE GALLOWAY	COUNTY CLERK FEE FEBRUARY 2015	6.00	3850	3/05/15
15-16-5456	MO. DEPARTMENT OF REVENUE	C.V.C. FEBRUARY 2015	14.26	3855	3/05/15
15-16-5458	BUDGET DIRECTOR	L.E.T. FEBRUARY 2015	2.00	3843	3/05/15
15-16-5462	MO. SHERIFF'S RETIREMENT SYSTE	FEBRUARY 2015	6.00	3853	3/05/15
20-02-2001	United States Treasure	FED/FICA TAX	123.19	9126686	3/06/15
20-02-2002	United States Treasure	FED/FICA TAX	280.70	403.89	9126686
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	678.52	3845	3/05/15
20-20-5300	SENTINEL LUMBER & HARDWARE	HYDRANT,BATTERIES,HARDWARE	31.67	3859	3/05/15
20-20-5305	AMERENMO	UTILITIES	303.26	3837	3/05/15
20-20-5360	VERIZON	CELL PHONES, TABLETS, MDTs	42.25	3864	3/05/15
20-20-5420	SENTINEL LUMBER & HARDWARE	HYDRANT,BATTERIES,HARDWARE	5.58	3859	3/05/15
20-20-5420	WREN'S AUTOMOTIVE	TIRE REPAIR	22.00	3865	3/05/15
20-20-5700	Knapheide Truck Equipment	2013 FORD PLOW REPAIR	120.00	3870	3/06/15
20-20-5700	SOLAR GROUP-PARTS DIVISIN	MAILBOX REPLACEMENT	40.00	3836	3/05/15
45-02-2001	United States Treasure	FED/FICA TAX	914.96	9126686	3/06/15
45-02-2002	United States Treasure	FED/FICA TAX	1,437.42	2,352.38	9126686
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	4,499.28	25305	3/05/15
45-02-2014	COLBY BRANCH	HSA	95.08	9126687	3/06/15
45-30-5225	Mo. Dept. of Natural Resources	PRIMACY FEE FEBRUARY 2015	403.53	25309	3/05/15
45-30-5300	SENTINEL LUMBER & HARDWARE	HYDRANT,BATTERIES,HARDWARE	31.67	25313	3/05/15
45-30-5315	AMERENMO	UTILITIES	1,588.00	25299	3/05/15
45-30-5360	VERIZON	CELL PHONES, TABLETS, MDTs	64.50	25315	3/05/15
45-30-5420	SENTINEL LUMBER & HARDWARE	CLEANER, STEER FLUID	5.98	25313	3/05/15
45-30-5510	UMB BANK, N.A.	SERIES 2008A	13,750.00	9126690	2/27/15
45-30-5515	UMB BANK, N.A.	SERIES 2008A	3,783.77	17,533.77	9126690
45-30-5600	MISSOURI ONE CALL SYSTEM, INC.	MISSOURI ONE 31 LOCATES	20.15	25308	3/05/15
45-30-5623	Consolidated Public Water	HUNTERS BEND	122.43	25304	3/05/15
45-30-5628	SENTINEL LUMBER & HARDWARE	TANDY WATERLINE	68.13	25313	3/05/15
45-30-5800	Allstate Consultants	OLD 63 TO PETERSON LANE	1,409.39	25298	3/05/15
45-30-5816	DRILL TECH, INC.	PARTIAL PAYMENT #1	14,310.00	25306	3/05/15
45-35-5900	REPUBLIC SERVICES	MONTHLY RECYCLE FEE	544.27	25312	3/05/15
45-35-5910	CLEAN CUT SERVICES	MONTHLY YARD WASTE	1,345.83	25303	3/05/15
45-35-5920	REPUBLIC SERVICES	FEBRUARY 2015	21,748.61	25312	3/05/15
45-40-5240	BANKCARD CENTER	SEWER COMPUTER	808.98	25301	3/05/15
45-40-5300	SENTINEL LUMBER & HARDWARE	HYDRANT,BATTERIES,HARDWARE	31.67	25313	3/05/15
45-40-5315	AMERENMO	UTILITIES	254.81	25299	3/05/15
45-40-5325	AMERENMO	UTILITIES	2,270.60	25299	3/05/15
45-40-5330	AMERENMO	UTILITIES	38.53	25299	3/05/15
45-40-5335	AMERENMO	UTILITIES	249.25	25299	3/05/15
45-40-5340	AMERENMO	UTILITIES	126.31	25299	3/05/15
45-40-5345	AMERENMO	UTILITIES	34.16	25299	3/05/15
45-40-5350	AMERENMO	UTILITIES	40.98	3,014.64	25299
45-40-5355	FROST ELECTRIC SUPPLY COMPANY	CIRCUIT BREAKER	35.18	25320	3/06/15
45-40-5355	KAESER COMPRESSORS	FILTERS	193.03	25321	3/06/15
45-40-5355	VANDEVANTER ENGINEERING-STL	CONTACTORS SALINDA LIFT STATIO	175.00	25314	3/05/15
45-40-5360	CENTURYLINK	TELEPHONES	49.02	25317	3/06/15
45-40-5360	VERIZON	CELL PHONES, TABLETS, MDTs	10.02	25315	3/05/15
45-40-5420	SENTINEL LUMBER & HARDWARE	HYDRANT,BATTERIES,HARDWARE	21.66	25313	3/05/15
45-40-5530	UMB BANK, N.A.	SERIES 2007A	3,750.00	9126689	2/25/15
45-40-5535	UMB BANK, N.A.	SERIES 2007A	703.76	4,453.76	9126689

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
45-40-5600	MISSOURI ONE CALL SYSTEM, INC.	MISSOURI ONE 31 LOCATES	20.15	25308	3/05/15
45-40-5605	SENTINEL LUMBER & HARDWARE	HYDRANT, BATTERIES, HARDWARE	49.98	25313	3/05/15
45-40-5615	Engineering Surveys & Services	WASTEWATER TESTING	277.00	25307	3/05/15
45-50-5305	AMERENMO	UTILITIES	153.35	25299	3/05/15
45-50-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.34	25318	3/06/15
45-50-5360	CENTURYLINK	TELEPHONES	125.33	25317	3/06/15
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.34	25316	3/06/15
45-50-5380	AUSTIN COFFEE SERVICE	COFFEE	23.32	25300	3/05/15
45-50-5380	CULLIGAN WATER	BOTTLED WATER FEBRUARY 2015	9.60	25319	3/06/15
45-50-5638	BOONE COUNTY JOURNAL	WATER DISTRIBUTION LABORER	64.20	25302	3/05/15
45-50-5670	QUILL CORPORATION	STORAGE BOXES & INK PENS	20.99	25311	3/05/15
45-50-5835	PERSONALIZED COMPUTERS	PC EMAIL	26.40	25310	3/05/15

=====

TOTAL ACCOUNTS PAYABLE CHECKS 98,452.55

PAYROLL CHECKS

10	GENERAL	11,311.08
20	STREET	1,444.82
45	UTILITIES	7,113.08

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PAYROLL CHECKS ON 3/06/2015 19,868.98

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TOTAL PAYROLL CHECKS 19,868.98

\*\*\*\* PAID TOTAL \*\*\*\* 118,321.53

\*\*\*\*\* REPORT TOTAL \*\*\*\*\* 118,321.53

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FUND	FUND NAME	TOTAL	CHECK#	DATE
10	GENERAL	31,463.91		
15	COURT	899.59		
20	STREET	3,091.99		
45	UTILITIES	82,866.04		



<b>TRANSPORTATION TAX</b>	<b>FY2014</b>	<b>FY2015</b>	<b>CHANGE OVER FY 2014</b>		
20-20-4174					
<b>MAY</b>		\$11,439.90			
<b>JUNE</b>		\$15,596.50			
<b>JULY</b>		\$20,457.09			
<b>AUGUST</b>		\$9,643.40			
<b>SEPTEMBER</b>		\$17,711.66			
<b>OCTOBER</b>		\$12,325.02			
<b>NOVEMBER</b>		\$9,058.42			
<b>DECEMBER</b>		\$16,310.43			
<b>JANUARY</b>		\$12,495.39			
<b>FEBRUARY</b>	\$1,306.33	\$9,457.54	\$8,151.21		
<b>MARCH</b>	\$6,586.51	\$15,979.94	\$9,393.43		
<b>APRIL</b>	\$11,644.40				
<b>YEARLY TOTAL</b>	\$19,537.24	\$150,475.29	\$17,544.64		
<b>COLLECTED YTD</b>	\$7,892.84	\$150,475.29	\$17,544.64		
FY2014	Budgeted	\$30,000.00		Received	\$19,537.24
FY2015	Budgeted	\$155,000.00			

COUNCIL BILL NO. 2015-009

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
BARLETT AND WEST FOR ENGINEERING SERVICES FOR THE ASH STREET  
SIDEWALK IMPROVEMENTS

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a contract with Bartlett and West for Engineering Services for the Ash Street Sidewalk Improvements. 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

**SPONSOR:** City of Ashland, MO  
**LOCATION:** Ash Street  
**PROJECT:** TAP-9900(561)  
Ashland - Ash Street Sidewalk Improvements

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

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct sidewalks and appurtenances in the manner described by the City's 2014 TAP Grant Application (Ash Street between N. Henry Clay Boulevard and N. Main Street), and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

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

##### **A. DESIGN PHASE - The Engineer will:**

- 1. determine the needs of the Local Agency for the project;**
- 2. conduct topographic, property and utility surveys sufficient to develop plans for the project;**
- 3. arrange through a supplemental agreement for subsurface investigations if needed (not part of this agreement);**
- 4. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;**
- 5. submit four copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);**
- 6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;**
- 7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;**

8. arrange for compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
9. arrange for compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange through a supplemental agreement to have the site examined (not part of this agreement) by a qualified archaeologist on a subcontract basis; and
11. provide the Local Agency with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from MoDOT.

**B. BIDDING PHASE - The Engineer will:**

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

**C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:**

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;

4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
  - a. structure layout;
  - b. excavation and backfilling;
  - c. driving of piles (not applicable for this project);
  - d. checking of reinforcing steel prior to concrete placement;
  - e. concrete batching and pouring;
  - f. placement of girders (not applicable for this project); and
  - g. placement of surfacing materials; and
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

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

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **8%** of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, **8%** of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
<b><u>Civil Design Inc.</u></b> <b><u>1552 South 7th St.</u></b> <b><u>St. Louis, MO 63104</u></b>	<b><u>Survey/Design</u></b>	<b><u>\$9,760.00</u></b>	<b><u>\$9,760.00</u></b>	<b><u>100%</u></b>

### ARTICLE III-ADDITIONAL SERVICES

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

### ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

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

### ARTICLE V - PERIOD OF SERVICE

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

- A. PS&E Approval by MODOT shall be completed on 03-01-2016.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

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

#### **ARTICLE VI – STANDARDS**

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

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

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

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$7,098.64, with a ceiling established for said design services in the amount of \$68,405.44, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$6,306.28, with a ceiling established for said inspection services in the amount of \$51,327.76, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount estimated at 56.91% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount estimated at 128.70% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

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

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

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
<u>Engineering Surveys &amp; Services</u>	<u>802 El Dorado Drive, Jefferson City, MO 65101</u>	<u>Material Testing</u>
<u>Boone-Central Title</u>	<u>601 E Broadway #102, Columbia, MO 65201</u>	<u>Property Research</u>
<u>Civil Design Inc.</u>	<u>1552 South 7th St., St. Louis, MO 63104</u>	<u>Survey/Design</u>

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

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

**ARTICLE XI - RETENTION OF RECORDS**

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

**ARTICLE XII - OWNERSHIP OF DOCUMENTS**

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

## ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

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

## ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

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

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

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

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

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

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

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

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

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

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

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation insurance in full force and effect to protect the Engineer from claims under

Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
  - 2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
  - 3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
  - 4. Professional Liability insurance on a claims made basis in the amount of \$3,000,000 per claim and annual aggregate.
  - 5. Technology E&O with a limit of \$1,000,000 each claim and aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

#### **ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

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

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

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR:** THE CITY OF ASHLAND, MISSOURI

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

ATTEST: \_\_\_\_\_  
City Clerk

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

**BY:** \_\_\_\_\_  
Vice President

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

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

\_\_\_\_\_  
CITY CLERK

**ATTACHMENT A**

**See ARTICLE I – SCOPE OF SERVICES**

## ATTACHMENT B

### ESTIMATE OF COST

ATTACHMENT B ESTIMATE OF COST					
DESIGN PHASE		Hours	Rate (Salary Only)		Cost
<i>Surveying</i>	Engineer VII (PM)	12	\$ 45.67		\$ 548.04
	Surveyor VI	28	\$ 37.50		\$ 1,050.00
	Engineering Tech V	8	\$ 24.00		\$ 192.00
<i>Preliminary Design</i>	Engineer VII (PM)	58	\$ 45.67		\$ 2,648.86
	Engineer I	118	\$ 25.50		\$ 3,009.00
	Engineering Tech V	4	\$ 24.00		\$ 96.00
	Surveyor VI (PLS)	2	\$ 37.50		\$ 75.00
	Field Rep V	4	\$ 22.00		\$ 88.00
	Administrator III	2	\$ 24.75		\$ 49.50
	Engineer IX	8	\$ 63.00		\$ 504.00
<i>Final Design</i>	Engineer VII (PM)	68	\$ 45.67		\$ 3,105.56
	Engineer I	158	\$ 25.50		\$ 4,029.00
	Field Rep V	2	\$ 22.00		\$ 44.00
	Administrator III	14	\$ 24.75		\$ 346.50
	Engineer IX	16	\$ 63.00		\$ 1,008.00
<b>SUBTOTAL</b>					<b>\$ 16,793.46</b>
<i>Payroll Overhead (Est. at <u>56.91%</u> X SUBTOTAL)</i>					\$ 9,557.16
<i>General and Admin. Overhead (Est. at <u>128.70%</u> X SUBTOTAL)</i>					\$ 21,613.18
TOTAL LABOR & OVERHEAD					\$ 47,963.80
<i>Fixed Fee <u>14.80%</u> X TOTAL LABOR &amp; OVERHEAD)</i>					\$ 7,098.64
TOTAL LABOR, OVERHEAD & FIXED FEE					\$ 55,062.44
<i>Other Direct Costs</i>					
	Surv Misc	1	ea x	\$300.00	\$ 300.00
	Surv Equip - 1 man	18	hours x	\$50.00	\$ 900.00
	Travel	280	miles x	\$0.575	\$ 161.00
	CADD	221	hours x	\$7.00	\$ 1,547.00
	Printing & Plotting	1	ea x	\$125.00	\$ 125.00
	Postage & Delivery	1	ea x	\$50.00	\$ 50.00
<i>Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))</i>					
	Civil Design Inc. **	1	ea x	\$9,760.00	\$ 9,760.00
	Boone Central Title	2	ea x	\$250.00	\$ 500.00
<b>SUBTOTAL DIRECT COSTS</b>					<b>\$ 13,343.00</b>
<b>TOTAL FOR DESIGN PHASE</b>					<b>\$ 68,405.44</b>

CONSTRUCTION PHASE				Rate	Cost
		Hours		(Salary Only)	
	Engineer VII (PM)	132		\$ 45.67	\$ 6,028.44
	Engineer I	84		\$ 25.50	\$ 2,142.00
	FR V	300		\$ 22.00	\$ 6,600.00
	Administrator III	6		\$ 24.75	\$ 148.50
	<b>SUBTOTAL</b>				<b>\$ 14,918.94</b>
	<i>Payroll Overhead (Est. at <u>56.91%</u> XSUBTOTAL)</i>				\$ 8,490.37
	<i>General and Admin. Overhead (Est. at <u>128.70%</u> XSUBTOTAL)</i>				\$ 19,200.68
	<b>TOTAL LABOR &amp; OVERHEAD</b>				<b>\$ 42,609.98</b>
	<i>Fixed Fee</i>	<u>14.80%</u>	X TOTAL LABOR & OVERHEAD)		\$ 6,306.28
	<b>TOTAL LABOR, OVERHEAD &amp; FIXED FEE</b>				<b>\$ 48,916.26</b>
	<i>Other Direct Costs</i>				
	Travel	2100	miles x	\$0.575	IRS Rate \$ 1,207.50
	CADD	42	hours x	\$7.00	\$ 294.00
	Printing & Plotting	1	ea x	\$200.00	\$ 200.00
	Postage & Delivery	1	ea x	\$110.00	\$ 110.00
	<i>Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))</i>				
	ES&S Mtl. Testing	40	ea x	\$15.00	\$ 600.00
	<b>SUBTOTAL DIRECT COSTS</b>				<b>\$ 2,411.50</b>
	<b>TOTAL FOR CONSTRUCTION PHASE</b>				<b>\$ 51,327.76</b>

Fig. 136.4.1 Contract

## ATTACHMENT C

### OVERHEAD RATE BREAKDOWN

BARTLETT & WEST, INC.

#### GOVERNMENTAL SCHEDULE OF INDIRECT COSTS

Year Ended December 27, 2013		
	Amount	Percent
Direct salaries and wages	<u>\$14,875,106</u>	<u>100.00%</u>
Direct payroll overhead:		
Employee incentive plan	\$ 2,029,796	13.65%
Employee stock ownership	1,506,012	10.12%
Vacation, holiday and sick pay	1,502,082	10.10%
Group insurance	1,494,391	10.05%
Payroll taxes	1,347,114	9.06%
Pension contribution	193,347	1.30%
Deferred compensation	<u>393,294</u>	<u>2.64%</u>
Total payroll overhead	<u>8,466,037</u>	<u>56.91%</u>
General overhead:		
Salaries and wages	6,343,764	42.65%
Employee incentive plan	2,521,224	16.95%
Employee stock ownership trust contribution	958,566	6.44%
Vacation, holiday, and sick pay	710,550	4.78%
Group insurance	919,020	6.18%
Payroll taxes	828,448	5.57%
Pension contribution	118,905	0.80%
Deferred compensation	250,300	1.68%
Property and other taxes	110,643	0.74%
Professional fees	384,361	2.58%
Business and facilities planning	161,375	1.08%
Rent and leases	858,760	5.77%
Utilities and phone	862,488	5.80%
Maintenance and repairs	232,559	1.56%
Supplies and postage	94,629	0.64%
Reproduction	239,449	1.61%
Dues, subscriptions, books and software	949,290	6.38%
Workshops and seminars	257,366	1.73%
Licenses	22,554	0.15%
Travel and auto	384,627	2.59%
Marketing	62,539	0.42%
Employee relations	173,357	1.17%
Miscellaneous	446,990	3.00%
Depreciation	712,492	4.79%
Insurance	424,915	2.86%
Survey supplies	107,410	0.72%
Miscellaneous taxes	<u>7,020</u>	<u>0.05%</u>
Total general overhead	<u>19,143,601</u>	<u>126.70%</u>
Combined indirect costs	<u>\$27,609,638</u>	<u>185.61%</u>

## ATTACHMENT D

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

---

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT E

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

---

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment F**  
**Disadvantage Business Enterprise Contract Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

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

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

**Firm Name (Consultant):** Bartlett & West, Inc.  
**Project Owner (LPA):** City of Ashland, MO  
**Project Name:** Ashland - Ash Street Sidewalk Improvements  
**Project Number:** TAP-9900(561)

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

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

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

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

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

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

Consultant  
Printed Name: Bob Gilbert, PE

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

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

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

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

COUNCIL BILL NO. 2015-010

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
MIDWEST COMPUTECH FOR COMPUTER SERVICE AND MAINTENANCE

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a contract with Midwest Computech for computer services and maintenance. 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

## MAN-IT™ Service Level Agreement

### Terms and Conditions

THIS MAN-IT SERVICE LEVEL AGREEMENT (the "AGREEMENT") is made and entered into as of April 1, 2015 ("Effective Date"), by **Midwest Computech, Inc.**, a Missouri corporation, and its affiliates (collectively, "Midwest"), and City of Ashland, Missouri ("Customer"), with an office located at 109 E. Broadway Ashland, MO 65010.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

#### 1. SERVICES:

- 1.1 During the Term of this AGREEMENT, Midwest will provide information technology (IT) services for Customer. Midwest will provide all labor, consulting, installation, maintenance, upgrade, and configuration services on all existing and newly purchased IT equipment at Customer's agreed upon locations of business. Services will be provided and performed under the terms and conditions of this AGREEMENT and the Master Services Agreement.
- 1.2 Midwest will perform preventative maintenance as needed to include Anti-Virus, Anti-Spyware, Microsoft Update, and Application Management Tasks. Midwest will perform all hardware repair and software support during the term of this agreement to include only those hardware / equipment items that are found on the accompanying Man-it Service Calculator and Software items that are fully supported by manufacturer support agreement held by Customer. Customer agrees to be bound by the terms of all software services installed and used by Customer.
- 1.3 Midwest will provide labor for projects relating to items not found on the Man-it Service Calculator at a flat rate provided to Customer within a Statement of Work for corresponding project. Any labor beyond the scope of the AGREEMENT not deemed as a project will be billed out at \$125.00 per hour for the length of AGREEMENT. The description of the services and the assignment of specific personnel (when applicable) of Midwest will be confirmed by execution of a Statement of Work in the form attached as **Exhibit A**, or such other format as may be mutually agreed upon by the parties. Upon execution by both parties, each Statement of Work will become a part of and be subject to this AGREEMENT. Changes in the scope of the Services being performed under any Statement of Work will be made only in writing executed by authorized representatives of both parties. If there is any ambiguity between the Master Services Agreement, this AGREEMENT, and an attached Statement of Work, the Master Services Agreement shall govern.
- 1.4 All equipment, replacement parts, components, modules, or units supplied to Customer under this AGREEMENT shall be supplied to the Customer at the Customer's cost.
- 1.5 Midwest and Customer agree to the following regarding services:
  - 1.5.1 Midwest will service the equipment at the agreed upon location of the Customer's facility during the normal business hours of Midwest, which are Monday – Friday, 8:00 a.m. to 5:00 p.m., if this option is chosen by Customer.
  - 1.5.2 Midwest will service the equipment via remote access over internet on Monday – Friday, 8:00 a.m. to 5:00 p.m., if this option is chosen by Customer.
  - 1.5.3 Midwest will attempt to make service employees available to Customer from Monday – Friday, at 7:00 a.m. to 6:00 p.m. Any service request must be made during the normal business hours of Midwest.

1.6 Midwest agrees that no person who has been convicted of, or found guilty of or pled guilty to any felony under the laws of Missouri, or any other state or of the United States shall perform any work under this agreement or have access to any records of Customer.

**2. COMPENSATION AS DETERMINED BY THE MAN-IT SERVICE CALCULATOR:** See Exhibit B.

2.1 Customer will pay Midwest for Services at the agreed upon rate of \$950.00 per month for the services provided in this Agreement, plus the additional amount set forth in each Statement of Work. The amount set forth in this Section is subject to change, if Customer should add or subtract equipment. If the amount per month should change, then Customer agrees to execute an Addendum with Midwest stating the new monthly charges.

2.2 The monthly service charge does not include services or charges that are necessary under the following circumstances:

2.2.1 If the items covered under the Man-IT Service Calculator have been modified or repaired by anyone other than an authorized manufacturer's service center.

2.2.2 If the items covered under the Man-IT Service Calculator requires repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, or the operation of the items covered under the Man-IT Service Calculator in improper environments, such as, but not limited to, locations having defective or inadequate power source, static electricity, or excessive interference caused by external sources.

2.2.3 If service is necessitated to comply with changes in the regulations of any governmental body or agency.

2.2.4 Consumable items used in the course of Service, such as Printer Paper, Printer Ink, Floppy Disks, will be charged to Customer.

2.3 In the event this Agreement is terminated by either party prior to completion of the services, Midwest shall be entitled to receive all compensation earned prior to termination.

**3. TERM:** The term of this AGREEMENT shall be for a period of one (1) year from the Effective Date. If the Parties continue to operate under this AGREEMENT after the expiration date, then this AGREEMENT shall be deemed to have automatically renewed for successive month to month periods, and shall be terminated by either party in accordance with the Master Services Agreement. If AGREEMENT enters in to month to month status then the monthly service fee will be increased by 15% until a new yearly AGREEMENT is executed.

**4. INVOICES:** Invoices shall be payable in accordance with the Master Services Agreement.

**5. MASTER SERVICES AGREEMENT:** Customer and Midwest acknowledge and agree that: (a) the terms and conditions of the Master Services Agreement are incorporated herein by reference; (b) this AGREEMENT will be deemed an addendum to and part of the Master Services Agreement; and (c) in the event of any conflict or discrepancy between the terms or provisions of the Master Services Agreement and this AGREEMENT, the terms and provisions of the Master Services Agreement shall control and govern. Any term used herein that is defined in the Master Services Agreement shall have the same meaning as in the Master Services Agreement.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the day and year first written above.

**Midwest Computech, Inc.**

**Client:**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**

**STATEMENT OF WORK**

This Statement of Work ("SOW") is dated as of \_\_\_\_\_ ("Effective Date"), and is attached to and made a part of the MAN-IT SERVICE AGREEMENT dated as of \_\_\_\_\_ by and between \_\_\_\_\_ ("Customer") and Midwest Computech, Inc. ("Midwest").

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

**SERVICES:** Midwest will *[Insert detailed description of additional services. Payment should be tied to acceptance of additional services.]*

**COMPENSATION:** *[insert as appropriate.]*

**EXPENSES:** *[if applicable – i.e. Mileage, travel time, etc.]*

**INVOICES:** Invoices shall be payable in accordance with the Master Services Agreement.

**MASTER SERVICES AGREEMENT:** Customer and Midwest acknowledge and agree that: (a) the terms and conditions of the Master Services Agreement are incorporated herein by reference; (b) this SOW will be deemed an addendum to and part of the MAN-IT SERVICE AGREEMENT; and (c) in the event of any conflict or discrepancy between the terms or provisions of the Master Services Agreement, the MAN-IT AGREEMENT, and this SOW, the terms and provisions of the Master Services Agreement shall control and govern. Any term used herein that is defined in the Master Services Agreement shall have the same meaning as in the Master Services Agreement.

IN WITNESS WHEREOF, the undersigned have executed this SOW as of the day and year first written above.

**Midwest Computech, Inc.**

**Customer**

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Making **IT** work for over 30 years.  
 311 Bernadette Dr., Suite A  
 Columbia, MO 65203  
 P: 573.499.6928 F:573.499.6929

EXHIBIT B

MAN-IT SERVICE CALCULATOR

**Q U O T E**

Number AAAQ8050  
Date Feb 26, 2015

**Sold To**

**City of Ashland**  
 Josh Hawkins  
 109 E. Broadway  
 Ashland, MO 65010

**Ship To**

**City of Ashland**  
 109 E. Broadway  
 Ashland, MO 65010

Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Brant

Line	Qty	Description	Unit Price	Ext. Price
1	1	Man-IT Gold Package (monthly fee)	\$950.00	\$950.00
2		Managed Server Base - Gold		
		<ul style="list-style-type: none"> <li>_ 24/7 Monitoring</li> <li>_ Anti-Virus License</li> <li>_ Patch Management (Windows Updates Only)</li> <li>_ Monthly Executive Report Summary</li> <li>_ 4HR. Response/Priority Service (8 business hours (M-F 8am-5pm))</li> <li>_ Performance Guarantee</li> <li>_ Billable Hourly Rate - \$125 PER HOUR</li> <li>_ Unlimited Remote &amp; On-Site Support Incidents</li> <li>_ The only thing not included is the Installation of new equipment and software to be billed at \$125 per hour</li> </ul>		
3		(20) Managed Workstation - Gold		
		<ul style="list-style-type: none"> <li>_ 24/7 Monitoring</li> <li>_ Anti-Virus License</li> <li>_ Patch Management (Windows Updates Only)</li> <li>_ Monthly Executive Report Summary</li> <li>_ 4HR. Response/Priority Service (8 business hours (M-F 8am-5pm))</li> <li>_ Performance Guarantee</li> <li>_ Billable Hourly Rate - \$125 PER HOUR</li> <li>_ Unlimited Remote &amp; On-Site Support Incidents</li> <li>_ The only thing not included is the Installation of new equipment and software to be billed at \$125 per hour</li> </ul>		
4		<b>Consulting and planning services included</b>		

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY FROM THE MANUFACTURER, AND THEIR WARRANTY IS PROVIDED INDEPENDENT OF ANY SERVICES PROVIDED BY MIDWEST COMPUTECH - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS DUE TO PRODUCT SOLD. ALL SHIPPING AND HANDLING CHARGES ARE ESTIMATES AND MAY BE SUBJECT TO CHANGE DURING ORDERING PROCESS.

Line	Qty	Description	Unit Price	Ext. Price
			<b>SubTotal</b>	\$950.00
			<b>Tax</b>	\$0.00
			<b>Shipping</b>	\$0.00
			<b>Total</b>	<b>\$950.00</b>

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY FROM THE MANUFACTURER, AND THEIR WARRANTY IS PROVIDED INDEPENDENT OF ANY SERVICES PROVIDED BY MIDWEST COMPUTECH - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS DUE TO PRODUCT SOLD. ALL SHIPPING AND HANDLING CHARGES ARE ESTIMATES AND MAY BE SUBJECT TO CHANGE DURING ORDERING PROCESS.

Page 6 of 6

Client Initials \_\_\_\_\_

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO BRENT C. MALLINCKRODT  
AND ALLYSSA E. HUSKEY TO PERMIT A LICENSED DAY CARE HOME

---

WHEREAS, Brent C. Mallinckrodt and Allyssa E. Huskey are the owner of 408 Meadow Lane in the City of Ashland ; and

WHEREAS, this property is located in the R-2, Moderate Density Residential zoning district; and

WHEREAS, Allyssa E. Huskey has applied for a Conditional Use Permit to permit a licensed day care home on this property.

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

Section 1. The Board of Aldermen, having duly considered the application and evidence in support of the application, makes the following findings:

1. The proposed Conditional Use will not be detrimental to or endanger the public health, safety, morals, comfort or welfare.
2. The proposed Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
3. The establishment of the proposed Conditional Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate measures will be taken to provide ingress and egress, designed to minimize traffic congestion in the vicinity.
5. Adequate utilities, drainage and other necessary facilities have been or will be provided.

Section 2. A Conditional Use Permit for the purpose of a day care home is hereby granted to Brent C. Mallinckrodt and Allyssa E. Huskey for the above-described property, subject to the following conditions:

1. The Conditional Use Permit shall be granted to the applicant only or to any corporation in which the applicant has a controlling interest.
2. The applicant must maintain residency at this address.
3. The hours of operation of the child care home shall be limited to between 6:00 a.m. and 9:00 p.m., Monday through Friday, except that up to five children may be cared for overnight.
4. The maximum number of children, that may be cared for in the home at any one time during regular daytime operation shall be ten.
5. The Conditional Use Permit shall maintain a valid license for a Child Care Home from the Missouri Department of Health and Senior Services.
6. Access to adjacent properties or driveway entrances shall not be blocked at any time.
7. The applicant or an assistant must be available to escort children to and from the parents' cars in the event that parking is not available.

The Conditional Use will in all other respects conform to the applicable regulations of the district in which it is located, except as may be expressly provided elsewhere in the zoning regulations.

Section 3. The Mayor is hereby given the power to execute the Conditional Use Permit for and on behalf of the City of Ashland, Missouri.

Section 4. The Planning and Zoning Commission recommendations and the staff report, marked "Exhibit A" are attached to this ordinance.

Section 5. This ordinance shall be in full force and effect upon 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

# MEMORANDUM

DATE: March 11, 2015

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

The Planning and Zoning Commission recommends to the City of Ashland Board of Aldermen the approval of the following Conditional Use Permit as stipulated in the Conditions for Consideration as noted in the Staff Report from City Planner Ed Siegmund of the Mid-Missouri Regional Planning Commission. The Conditions for Consideration are as follows:

## **1. Conditional Use Application, 408 Meadow Lane**

Staff recommends any approval subject to compliance with all applicable codes and ordinances and the following conditions:

1. The Conditional Use Permit shall be granted to the applicant only or to any corporation in which the applicant has a controlling interest.
2. The applicant must maintain residency at this address.
3. The hours of operation of the child care home shall be limited to between 6:00 a.m. and 9:00 p.m., Monday through Friday, except that up to five children may be cared for overnight.
4. The maximum number of children, that may be cared for in the home at any one time during regular daytime operation shall be ten.
5. The Conditional Use Permit shall maintain a valid license for a Child Care Home from the Missouri Department of Health and Senior Services.
6. Access to adjacent properties or driveway entrances shall not be blocked at any time.
7. The applicant or an assistant must be available to escort children to and from the parents cars in the event that parking is not available.

This recommendation is to approve a Licensed Day Care Home at this location with suggested conditions (1-7) is given. This will match the current State License for the facility, and allow for care of up to 10 children not related to the operator.

Megan Young  
Administrative Assistant

## STAFF REPORT TO PLANNING COMMISSION

- Applicant Request:** Conditional Use Permit Approval- Day Care Facility in R-2, Moderate Density Residential District
- Property Location:** 408 Meadow Lane (see location map)
- Property Owner:** Brent C. Mallinckrodt and Allyssa E Huskey
- Applicant/Rep.:** Allyssa Huskey – Children’s Garden
- Lot Size:** 9,718 sq. ft.
- Proposed Activity:** The applicant is seeking a conditional use permit from the City for the operation of a day care facility. City Code requires Conditional Use permit approval for the operation of a Day Care in the R-2, Moderate Density Residential Zoning District. City Code defines Day Care as “ ..supplemental adult care of five or more children, either on an hourly or daily basis, with or without compensation.
- Tax Map Number:** Boone County Assessor- Parcel ID#: 24-219-00-01-004.00-01
- Zoning:** R-2, Moderate Density Residential
- City of Ashland Code Reference:**
- \*Chapter 9.170. R-2, Moderate Density Residential District.
  - \*Chapter 9.180. Conditional Use (5). Private, primary, or secondary school, day care facility, nursery school, pre-school, playschool, kindergarten, pre-Kindergarten, child care center.
  - \*Chapter 9.360. Conditional Use Permit. Chapter 9.360.2-9.360.8 - (considerations for approval).
- Background:** The R-2, Moderate Density Residential Zoning District “provides for medium density residential use, typically in two-family dwellings, or clustered development at comparable densities, together with permitted home occupations, assessor and public uses.
- Day Care facilities are regulated by the State of Missouri Department of Health and Senior Services. Facilities are required by the State to have regular fire, sanitation, and health inspections. In addition, licensed facilities have additional compliance monitoring inspections each year. The State also establishes three categories for day care facilities:
1. A Licensed Child Care Center is a facility for more than 20 children.
  2. A Licensed Group Child Care Home is a facility licensed for 11-20 children not related to the operator (allows additional related children).

These programs meet the same standards as centers, but may be located in the operator's residence.

3. A Licensed Family Child Care Home is operated by the individual in his/her residence, and licensed by the state to care for up to 10 children not related to the operator. (allows additional related children).

As the State provides the oversight for these facilities- it is not unusual for there to be confusion over the local permitting requirements. The State requires documentation of local compliance only when the Day Care is licensed as Group Child Care facility or licensed Child Care Center (11 or more children). The applicant is currently licensed as a Family Child Care Home (10 children or less). It is our understanding the applicant would like to expand the Day Care classification to a licensed Group Child Care Home (up to 20 children).

There have been three separate inspections of the Day Care with no issues. (see attachment). The State license was issued 08/05/2014 as is valid for two years.

**Considerations:**

The R-2, Residential District designation is to allow residential use. Activities should be those that would be reasonably expected within a residential neighborhood. Day Care is an activity that clearly fits within this criteria. Considerations include hours of operation, number of children, whether the applicant or provider resides at the property, and traffic generation/parking.

The current operation day care of a licensed Child Care Home (Children's Garden) is within acceptable or a reasonable use activity for the R-2, Zoning District. Hypothetically- within a two-family dwelling- each dwelling unit could care for up to 4 unrelated children (total of 8 children) without any licensing or permitting requirement. City of Ashland Code defines Day Care as supplemental adult care of five or more children, either on an hourly or daily basis, with or without compensation. An approved conditional use permit is required for Day Care in the R-2, Zoning District.

Missouri state law allows you to care for no more than four children not related to you without a child care license. The State also establishes three categories for day care facilities: a Licensed Child Care Center (more than 20 children), a Licensed Group Child Care Home (11-20 children) not related to the operator (allows additional related children), and a Licensed Family Child Care Home is operated by the individual in his/her residence, and licensed by the state to care for up to 10 children not related to the operator (allows additional related children). The applicant is licensed by the State of Missouri (DVN: 002480131) as a Licensed Family Child Care Home.

Surrounding adjacent land use is residential. Current parking availability and traffic capacity is adequate as a practical matter based on current volume.

**Conditions for Consideration:**

Staff recommends any **approval** subject to compliance with all applicable codes and ordinances and the following conditions:

1. The Conditional Use Permit shall be granted to the applicant only or to any corporation in which the applicant has a controlling interest.
2. The applicant must maintain residency at this address.
3. The hours of operation of the child care home shall be limited to between 6:00am and 9:00 pm, Monday through Friday, except that up to five children may be cared for overnight.
4. The maximum number of children, that may be cared for in the home at any one time during regular daytime operation shall be ten.
5. The Conditional Use Permit shall maintain a valid license for a Child Care Home from the Missouri Department of Health and Senior Services.
6. Access to adjacent properties or driveway entrances shall not be blocked at any time.
7. The applicant or an assistant must be available to escort children to and from the parent's cars in the event that parking is not available.

**Recommendation:**

The recommendation is to approve a Licensed Day Care Home at this location with suggested conditions (1-7) is given. This will match the current State License for the facility, and allow for care of up to 10 children not related to the operator.

Any expansion of the Day Care facility to care for up to 20 children is not recommended. The existing street/parking condition is adequate for current operations, but the increase in traffic generation and parking presents a safety concern, and is excessive to what would reasonably be expected in a residential district. The lack of a drop-off area is an additional concern. An expansion would be injurious to the use and enjoyment of other property in the immediate vicinity.

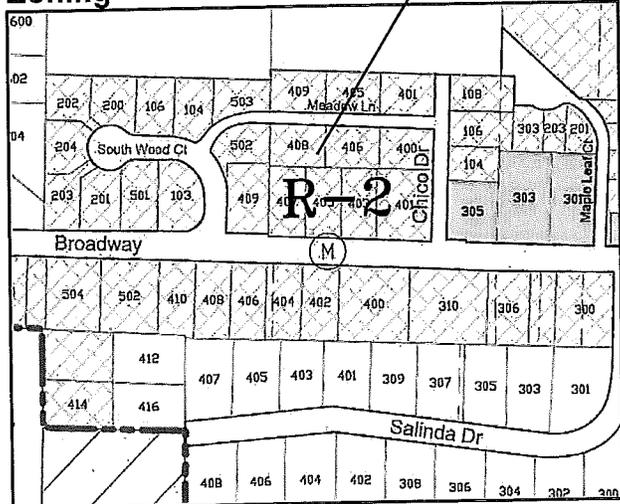
**Ashland, MO**  
 408 W Meadow Lane  
 Zone: R2

 Parcel Number: 24-219-00-01-004.00 01

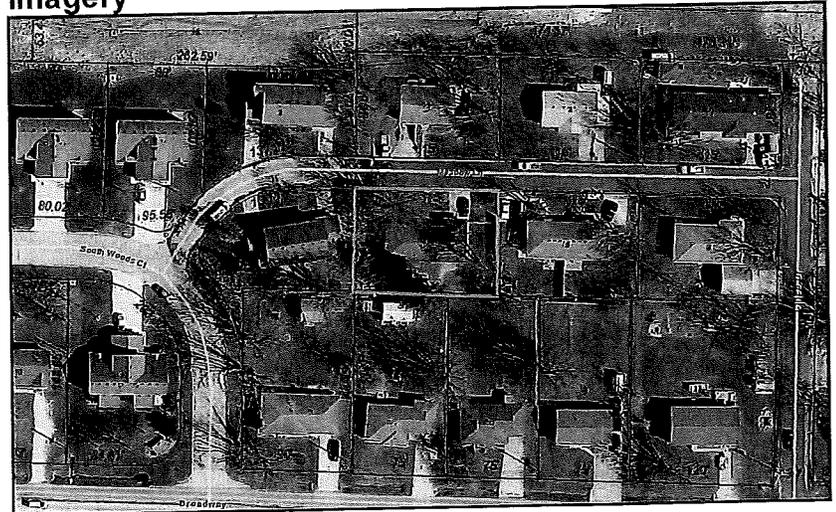
 city limits



**Zoning**



**Imagery**



Source(s):  
 Mid-Mo RPC  
 City of Ashland  
 Boone County Assessor  
 March 2015 -KLW



# Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



### ATTENTION!!

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

COUNCIL BILL NO. 2015-012

ORDINANCE NO.

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

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 Blueprint for safer roadways 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: HS2  
Approved: 01/05 (BDG)  
Revised: 08/10 (MWH)  
Modified:

Award name/number: BPC-CD-45-Z  
Award year: FY15

**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 Checkpoints and Equipment** . **All equipment receipts and invoices, as well as checkpoint dates and arrest history/statistics needs to be provided to our office no later than June 1, 2015.**

(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 seven thousand seven hundred dollars (\$ 7,700.00) for this Blueprint safety project.

(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.

*[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  
NAME OF AGENCY OR VENDOR

\_\_\_\_\_

By \_\_\_\_\_

Title: District Engineer

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

\*Note: If agency is a County with a county commission form of government, 3 signatures are required.

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2015 AND APPROPRIATING FUNDS PURSUANT THERETO

---

WHEREAS, the City Administrator and City Staff has presented the Board of Aldermen with an annual budget for the fiscal year beginning May 1, 2015; and

WHEREAS, the Board of Aldermen has reviewed and agree with the recommendations for the annual budget for the fiscal year beginning May 1, 2015.

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

Section 1. The annual budget for the City of Ashland, Missouri, for the fiscal year beginning May 1, 2015 and ending April 30, 2016; A copy of which is attached and marked as "Exhibit A" hereto and made a part hereof as if fully set forth herein, having been heretofore submitted by the Budget Committee, is hereby adopted.

Section 2. Funds are hereby appropriated for the objects and purposes of expenditures set forth in said budget.

Section 3. Instructs the City Treasurer to distribute said budget to all entities that have interest in the financial matter of the City.

Section 4. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed 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 SUPPLEMENTAL 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 Supplemental 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

COUNCIL BILL NO. 2015-009

ORDINANCE NO. 1021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
BARLETT AND WEST FOR ENGINEERING SERVICES FOR THE ASH STREET  
SIDEWALK IMPROVEMENTS

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a contract with Bartlett and West for Engineering Services for the Ash Street Sidewalk Improvements. 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

COUNCIL BILL NO. 2015-010

ORDINANCE NO. 1022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
MIDWEST COMPUTECH FOR COMPUTER SERVICE AND MAINTENANCE

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a contract with Midwest Computech for computer services and maintenance. 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

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

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 Blueprint for safer roadways 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

## March-2015 Maintenance Report

Travis Davidson

### Street Department

- Please feel free to send me an email, call or text if you receive any complaints regarding pot holes.
- Weather permitting a crew will be crack sealing in various locations around town.
- The streets are being inspected for the summer 2015 repair list.

### Street sign work

- Stop sign replacement in Bluegrass Subdivisions and various Street signs/post replacement around town **has been completed.**

### Storm water jobs started

- Ditch cleaning in various locations around town as needed.
- Caspian holding basin will be hydro seeded (Spring of 2015)
- Renee and Sue Drive both have small storm water issues that will be scheduled this summer.

### Sewer 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) **Sanitary and Storm Sewer.**
- I have been working with MRWA on sewer main/man hole lining options.
- I am receiving bids on new chain link fence around the park lift station and holding basin.
- The process of vacuum testing the man holes and pressure testing the sewer mains in South Wind subdivision

For questions or comments please give me a call at 573-808-2373 or e-mail at [wastewater@ashlandmo.us](mailto:wastewater@ashlandmo.us) Thanks.