

**CITY OF ASHLAND
815 E. BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, AUGUST 04, 2015
7:00 P.M.**

Call meeting to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 8-04-2015 agenda: **Action:** _____
2. Consideration of the meeting minutes from 7-21-2015: **Action:** _____

APPEARANCES

3. Steve Schultz, Bartlett & West, Inc.-update on Ash Street Sidewalk design
4. Anyone wishing to appear before the Board

APPOINTMENTS

5. None

COUNCIL BILLS

6. None

ORDINANCES

7. Ordinance No. 1131, an ordinance to amend Chapter 9, Planning and Zoning, of the code of the City of Ashland as it pertains to the Planning and Zoning Commission. **Action:**

8. Council Bill No. 1132, an ordinance authorizing the Mayor to enter into an agreement with Consolidated Public Water District No. 1. **Action:** _____

RESOLUTIONS

9. A resolution authorizing the Mayor to enter into an agreement with Allied Aeration Workers of Missouri, LLC. **Action:** _____

10. A resolution authorizing the writing-off of certain collectible receivables. **Action:**

OTHER

11. None

REPORTS

12. Travis Davidson, Public Works monthly report
13. Mayor's Report
14. City Administrator's Report
15. City Attorney's Report
16. Board of Aldermen's Report
17. Vote to go into closed session pursuant to Chapter 610.021 (1) Legal actions, litigation; 610.021 (2) leasing, purchase or sale of real estate; 610.021 (3) Personnel matters
18. 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: 7-31-2015

City Hall and website: www.ashlandmo.us

TUESDAY, JULY 21, 2015
BOARD OF ALDERMEN MINUTES
7: 00 P.M.
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on July 21, 2015 at 815 East Broadway Ashland, Missouri.

Alderman Elliott 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: Mike Calvert-here, James Fasciotti-here

Ward Three: Jesse Bronson-absent, Fred Klippel-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief, and Josh Hawkins, City Administrator.

Mayor Rhorer presented the agenda for July 21, 2015 for consideration. Alderman Calvert made motion and seconded by Alderman Klippel to approve the agenda. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of July 07, 2015 for consideration. Alderman Calvert made motion and seconded by Alderman Campbell to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

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

Cecil Payne, 520 Kimberly Drive, Ward Two, reported he is still working with the developer on the extension of Perry Ave. He stated that MoDot has restriped Highway 63 at Liberty Lane and it has helped with wrong turns by 90%. He stated in the last meeting minutes the Board expressed concern over Mr. Hawkins being involved in too many committees. He stated he serves on two of these committees with Mr. Hawkins and he felt it was excellent to have someone working from the City on them. Mr. Payne reported a stormwater issue on Sue Drive. He explained this to the Board and suggested putting in drop inlets. The Board discussed this.

Crystal Smith of 510 Justin Lane and Sarah Enochs of 513 Justin Lane expressed their concerns about the removal of the stop sign on Justin Lane. Chief Woolford reported they were going by the uniform traffic control regulations. Ms. Smith and Ms. Enochs reported there is speeding on this street and did not feel it was posted correctly. Chief Woolford stated that they would do traffic enforcement in this area, make sure it was properly posted and the possibility of placing children at play signs.

Chad Sayre, Allstate Consultants update on wastewater project. He stated they submitted this facility plan to DNR at the end of April. He informed the Board there has been correspondence but we have not received written approval yet. He discussed the effluent levels with the Board. The Board discussed this.

Mayor Rhorer presented Council Bill No. 2015-020 for consideration. Alderman Calvert made motion and seconded by Alderman Campbell to take up Council Bill No. 2015-020, an ordinance to amend Chapter 9, Planning and Zoning, of the code of the City of Ashland as it pertains to the Planning and Zoning Commission. First Reading by title only. Mayor Rhorer called for questions or comments. Alderman Calvert questioned the difference in the proposed ordinance. Mayor Rhorer reported that the Planning and Zoning would adopt the transportation plan as per state statute rather than the Board of Aldermen. Mayor Rhorer called for the vote. Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Campbell-aye, Alderman Calvert-aye, Alderman Klippel-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer presented Council Bill No. 2015-021 for consideration. Alderman Campbell made motion and seconded by Alderman Calvert to take up Council Bill No. 2015-021, an ordinance authorizing the Mayor to enter into an agreement with Consolidated Public Water District No. 1. First reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this turns over five accounts to the Consolidated Public Water District on Hunters Bend. Josh Hawkins, City Administrator stated they are working out internally with the water district on the transition of the customers. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1130 for consideration. Alderman Calvert made motion and seconded by Alderman Klippel to take up Ordinance No. 1130, an ordinance of the City of Ashland, Missouri to establish a procedure to disclose conflicts of interest and substantial interests for certain municipal officials. First Reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer presented a final pay request for Drill Tech, Inc. for the waterline extension on Broadway. Alderman Klippel made motion and seconded by Alderman Campbell to approve the pay request for Drill Tech, Inc. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Bronson-absent. Motion carried.

Police Chief Lyn Woolford gave his monthly report to the Board. He reported the calls for service was in their packets and he provided a supplemental packet about the stop signs and speed on streets. He reported the flowers have been trimmed at Casey's General Store and Main Street Bank. Chief Woolford reported the state is assessing an additional \$3.00 on traffic tickets for court fees. He stated this will become effective September 1, 2015. He reported two of his officers are out following births of their babies and the reserves officers have been filling in. He presented speed data speed on Kristi Drive and Justin Lane. He reported on the traffic count on Main Street. He stated 20 m.p.h. is an appropriate speed for this street. Alderman Fasciotti questioned painting speed limits on the roadway. They discussed bringing this up at the pednet meeting.

Mayor's Report:

Mayor Rhorer reported the drop inlet is overgrown in the back yard on Caspian Circle. He asked that maintenance do minor maintenance to this.

City Administrator's Report

Josh Hawkins clarified the Board of Aldermen will approve the rezoning changes, conditional use permits and plats. The Planning and Zoning Commission will approve planning guides, such as transportation

plan and comprehensive planning. He reported they will begin working on the Capital Improvements plan. Josh Hawkins reported there are a couple of subdivision plats that have been approved that are going to start to develop. They discussed the sales tax being low, but felt it was due to the weather. Mr. Hawkins reported the migration of the computer server to the cloud and the change in accessing the email. Mr. Hawkins reported the YMCA hired Kip Batye as its director.

Alderman Campbell asked if we needed to revise the budget due to the sales tax revenue. Josh Hawkins reported we will evaluate it at six months. Mr. Hawkins reported he put out an request for qualifications for architect services for City facilities. He asked who would like to be on that committee. Alderman Fasciotti questioned when this was approved. The Board discussed this and wanted to get cost estimate before a dime was spent on this.

City Attorney's Report:

Fred Boeckmann gave an overview of the state statute and process of approving a transportation plan to the Board.

Board of Aldermen's Report:

Alderman Klippel stated he felt the speed trailer was helping control the speed on Main Street.

Alderman Calvert reported that on Peterson lane there is mud two feet out in the road from the silt fences.

Alderman Campbell reported he hoped everyone would have a good time at the Boone County Fair Ham Breakfast on Saturday morning.

Price Meentemeyer, intern for Boone County Journal introduced himself to the Board.

Alderman Elliott stated the flowers in front of Casey's have been cut back and it is easier to see. He thanked Alderman Campbell for inviting the Board to the Boone County Ham Breakfast.

Alderman Fasciotti made motion and seconded by Alderman Klippel to go into closed session pursuant to Chapter 610.021 (1)Legal actions, litigation; 610.021 (2) leasing, purchase or sale of real estate; with a ten minute break. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Bronson-absent. Motion carried.

Mayor Rhorer reported we are back in open session with no reportable action taken.

Alderman Klippel made motion and seconded by Alderman Elliott to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Bronson-absent. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

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

ACCOUNTS PAYABLE CLAIMS						

10-02-2001	United States Treasure	FED/FICA TAX	1,646.25		9126717	7/10/15
10-02-2001	United States Treasure	FED/FICA TAX	1,632.14		9126720	7/24/15
10-02-2002	United States Treasure	FED/FICA TAX	2,455.74		9126717	7/10/15
10-02-2002	United States Treasure	FED/FICA TAX	2,493.34	8,227.47	9126720	7/24/15
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES		1,217.00	25592	7/24/15
10-02-2010	Missouri Local Government	Lagers - Police		2,492.81	25593	7/24/15
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	122.26		25541	7/10/15
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	121.80	244.06	25594	7/24/15
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		63.60	4118	7/09/15
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE		6,534.84	4176	7/24/15
10-02-2012	MADISON NATIONAL LIFE	HEALTH INSURANCE		178.92	4166	7/16/15
10-02-2014	NATHAN PATTERSON	HSA	95.08		9126718	7/10/15
10-02-2014	NATHAN PATTERSON	HSA	95.08	190.16	9126721	7/24/15
10-10-5010	DIVISION OF EMPLOYMENT SECURIT	2ND QUARTER		226.44	4131	7/09/15
10-10-5120	MISSOURI MUNICIPAL LEAGUE	MCMA FULL MEMBERSHIP- CITY AD		75.00	4143	7/09/15
10-10-5120	SAM'S CLUB	MEMBERSHIP		45.00	4160	7/16/15
10-10-5210	FRED BOECKMANN	CITY ATTORNEY JUNE 2015		3,687.50	4133	7/09/15
10-10-5215	GERDING, KORTE & CHITWOOD	CITY AUDIT FY15		5,500.00	4134	7/09/15
10-10-5303	SENTINEL LUMBER & HARDWARE	KEYS,NAILS,LUMBER,HARDWARE		26.47	4154	7/09/15
10-10-5305	AMERENMO	UTILITIES	125.73		4117	7/09/15
10-10-5305	AMERENMO	UTILITIES	163.04	288.77	4174	7/24/15
10-10-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET		38.33	4126	7/09/15
10-10-5360	AT & T	TELEPHONES		57.65	4119	7/09/15
10-10-5360	CENTURYLINK	TELEPHONES		73.39	4125	7/09/15
10-10-5360	JOSH HAWKINS	REIMBURSEMENT JUNE 2015		50.00	4137	7/09/15
10-10-5360	VERIZON	TABLETS & MDTs		21.45	4173	7/23/15
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL		8.33	4120	7/09/15
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE		17.45	4162	7/16/15
10-10-5380	BANKCARD CENTER	GO DADDY,POLICE FORMS, FINGER-		50.00	4121	7/09/15
10-10-5380	CULLIGAN WATER	BOTTLED WATER JUNE 2015		9.60	4129	7/09/15
10-10-5380	POSTMASTER	P.O. BOX FEE		24.00	4151	7/09/15
10-10-5670	QUILL CORPORATION	MONITOR, BATTERIES	121.24		4152	7/09/15
10-10-5670	QUILL CORPORATION	PENS,PAPER	68.39	189.63	4168	7/16/15
10-10-5670	STAPLES CREDIT PLAN	PENS,PAPER		57.66	4156	7/09/15
10-10-5670	Witt Print Shop	ENVELOPES, WINDOW & NOT		73.83	4170	7/16/15
10-10-5790	AMERENMO	UTILITIES		21.46	4174	7/24/15
10-10-5815	VERIZON	CELL PHONES		125.00	4173	7/23/15
10-10-5835	MIDWEST COMPUTECH	AGREEMENT		462.67	4142	7/09/15
10-10-5835	PERSONALIZED COMPUTERS	PC EMAIL		17.60	4150	7/09/15
10-11-5130	BO. CO. PLANNING & BUILDING	JUNE 2015		3,687.50	4122	7/09/15
10-11-5130	SOBOCO FIRE PROTECTION DISTRIC	1 SITE-FLAT BRANCH		60.00	4155	7/09/15
10-11-5135	MECO ENGINEERING COMPANY	MCKINNEY PROPERTY		1,139.10	4172	7/23/15
10-11-5678	Engineering Surveys & Services	CONCRETE TESTING, BILL MARTIN		148.00	4132	7/09/15
10-14-5010	DIVISION OF EMPLOYMENT SECURIT	2ND QUARTER	75.48		4131	7/09/15
10-15-5010	DIVISION OF EMPLOYMENT SECURIT	2ND QUARTER	528.37	603.85	4131	7/09/15
10-15-5110	BANKCARD CENTER	GO DADDY,POLICE FORMS, FINGER-		40.31	4121	7/09/15
10-15-5110	CHIEF SUPPLY/LAW ENFORCEMENT	UNIFORM BADGES (2)	116.49		4127	7/09/15
10-15-5110	CHIEF SUPPLY/LAW ENFORCEMENT	OC CANISTER & DUTY BELT POUCH	29.00	145.49	4175	7/24/15
10-15-5120	SAM'S CLUB	MEMBERSHIP		45.00	4160	7/16/15
10-15-5240	I-70 TOWING L.L.C.	SERVICE CALLS		125.00	4135	7/09/15
10-15-5240	SENTINEL LUMBER & HARDWARE	KEYS		3.50	4154	7/09/15

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10-15-5305	AMERENMO	UTILITIES	125.73	4117	7/09/15
10-15-5305	AMERENMO	UTILITIES	178.81	304.54	4174 7/24/15
10-15-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.33	4126	7/09/15
10-15-5360	AT & T	TELEPHONES	57.65	4119	7/09/15
10-15-5360	CENTURYLINK	UTILITIES	116.35	4125	7/09/15
10-15-5360	LYN WOOLFORD	REIMBURSEMENT JUNE 2015	50.00	4140	7/09/15
10-15-5360	TERRY TOALSON	REIMBURSEMENT JUNE 2015	50.00	4157	7/09/15
10-15-5360	VERIZON	CELL PHONES	311.97	4173	7/23/15
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	4120	7/09/15
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE	17.45	4162	7/16/15
10-15-5380	BANKCARD CENTER	GO DADDY,POLICE FORMS, FINGER-	50.00	4121	7/09/15
10-15-5380	CULLIGAN WATER	BOTTLED WATER JUNE 2015	9.60	4129	7/09/15
10-15-5380	DATA RETENTION SERVICES	MONTHLY RECORDS STORAGE FEE	15.90	4130	7/09/15
10-15-5380	POSTMASTER	P.O. BOX FEE	24.00	4151	7/09/15
10-15-5420	L & D UPHOLSTERY	POLICE CAR 603 SEAT REPAIR	30.00	4165	7/16/15
10-15-5420	MATTHEW BULLARD	POLICE RADIO ANTENNA REPAIR	100.00	4141	7/09/15
10-15-5420	MC CLAIN RADAR SERVICE	RE CERTIFICATION RADAR/LIDAR	222.00	4171	7/23/15
10-15-5420	RANDY'S AUTO REPAIR	REPAIR LICENSE PLATE BULB &	54.98	4153	7/09/15
10-15-5420	RANDY'S AUTO REPAIR	CAR 603OIL CHG, REPLACE	497.92	552.90	4169 7/16/15
10-15-5425	Warrenton Oil Company	FUEL JUNE 2015	1,384.90	4159	7/09/15
10-15-5670	BANKCARD CENTER	GO DADDY,POLICE FORMS, FINGER-	53.24	4121	7/09/15
10-15-5670	QUILL CORPORATION	BUSINESS CARDS, USB,SOAP	37.24	4152	7/09/15
10-15-5670	QUILL CORPORATION	PENS,PAPER	68.39	105.63	4168 7/16/15
10-15-5670	STAPLES CREDIT PLAN	PENS,PAPER	57.66	4156	7/09/15
10-15-5670	Witt Print Shop	ENVELOPES, WINDOW & NOT, CARDS	131.83	4170	7/16/15
10-15-5815	VERIZON	CELL PHONES	124.99	4173	7/23/15
10-15-5835	MIDWEST COMPUTECH	AGREEMENT	462.67	4142	7/09/15
10-15-5835	PERSONALIZED COMPUTERS	PC EMAIL	22.44	4150	7/09/15
10-18-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	35.43	4164	7/16/15
10-18-5366	AMERENMO	UTILITIES	11.27	4174	7/24/15
10-18-5367	AMERENMO	UTILITIES	10.24	4174	7/24/15
10-18-5368	AMERENMO	UTILITIES	23.48	4174	7/24/15
10-18-5369	AMERENMO	UTILITIES	30.04	4174	7/24/15
10-18-5371	AMERENMO	UTILITIES	19.82	4117	7/09/15
10-18-5371	AMERENMO	UTILITIES	18.60	4174	7/24/15
10-18-5372	AMERENMO	UTILITIES	10.07	4117	7/09/15
10-18-5372	AMERENMO	UTILITIES	10.39	4174	7/24/15
10-18-5373	AMERENMO	UTILITIES	10.29	4117	7/09/15
10-18-5373	AMERENMO	UTILITIES	10.85	155.05	4174 7/24/15
10-18-5425	MFA Oil Company	FUEL JUNE 2015	343.95	4167	7/16/15
10-18-5425	SENTINEL LUMBER & HARDWARE	KEYS,NAILS,LUMBER,HARDWARE	4.77	4154	7/09/15
15-16-5448	JEFFREY R. KAYS	CITY PROSECUTOR JULY 2015	1,000.00	4136	7/09/15
15-16-5450	MO. DEPARTMENT OF REVENUE	COURT AUTOMATION JUNE 2015	7.00	4145	7/09/15
15-16-5452	MO. DEPT. OF REVENUE	STATE CLERK JUNE 2015	12.00	4147	7/09/15
15-16-5454	NICOLE GALLOWAY	COUNTY CLERK- JUNE 2015	3.00	4138	7/09/15
15-16-5456	MO. DEPARTMENT OF REVENUE	C.V.C. JUNE 2015	7.13	4146	7/09/15
15-16-5458	BUDGET DIRECTOR	L.E.T. JUNE 2015	1.00	4123	7/09/15
15-16-5462	MO. SHERIFF'S RETIREMENT SYSTE	SHERIFF'S JUNE 2015	3.00	4144	7/09/15
20-02-2001	United States Treasure	FED/FICA TAX	142.84	9126717	7/10/15
20-02-2001	United States Treasure	FED/FICA TAX	170.66	9126720	7/24/15
20-02-2002	United States Treasure	FED/FICA TAX	362.02	9126717	7/10/15
20-02-2002	United States Treasure	FED/FICA TAX	390.48	1,066.00	9126720 7/24/15
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	92.00	25592	7/24/15
20-02-2010	Missouri Local Government	Lagers - Reg.	251.80	25593	7/24/15

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	10.60	4118	7/09/15
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	678.52	4176	7/24/15
20-20-5010	DIVISION OF EMPLOYMENT SECURIT	2ND QUARTER	75.48	4131	7/09/15
20-20-5125	BANKCARD CENTER	SAFETY GLASSES	44.21	4121	7/09/15
20-20-5240	Lowe's Business Account	DRILL, 50PC SET, TAPE,PAINT	22.11	4139	7/09/15
20-20-5240	MOSER'S DISCOUNT FOODS	ICE,KITCHEN BAGS, CLEANING	9.05	4148	7/09/15
20-20-5305	AMERENMO	UTILITIES	37.52	4117	7/09/15
20-20-5305	AMERENMO	UTILITIES	3,958.09	4161	7/16/15
20-20-5305	AMERENMO	UTILITIES	142.75	4174	7/24/15
20-20-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	846.49	4164	7/16/15
20-20-5360	COBY MORRIS	REIMBURSEMENT JUNE 2015	50.00	4128	7/09/15
20-20-5420	SENTINEL LUMBER & HARDWARE	KEYS,NAILS,LUMBER,HARDWARE	.78	4154	7/09/15
20-20-5420	TRI-STATE CONSTRUCTION EQUIP.	HYDRAULIC HOSES	154.96	4158	7/09/15
20-20-5425	MFA Oil Company	FUEL JUNE 2015	527.01	4167	7/16/15
20-20-5603	Carter Waters	REBAR	869.90	4124	7/09/15
20-20-5605	Lowe's Business Account	DRILL, 50PC SET, TAPE,PAINT	116.97	4139	7/09/15
20-20-5605	SENTINEL LUMBER & HARDWARE	NAILS LUMBER	71.18	4154	7/09/15
20-20-5610	SENTINEL LUMBER & HARDWARE	KEYS,NAILS,LUMBER,HARDWARE	8.39	4154	7/09/15
20-20-5630	BARTLETT & WEST	TAP-9900 (561)	7,645.90	4163	7/16/15
20-20-5800	Allstate Consultants	SALINDA	4,262.50	4116	7/06/15
20-20-5800	MECO ENGINEERING COMPANY	PROGRESS BILLING #1 STORMWATER	1,245.40	4172	7/23/15
20-20-5817	NEWMAN TRAFFIC SIGNS	STREET SIGNS	984.27	4149	7/09/15
45-02-2001	United States Treasure	FED/FICA TAX	928.64	9126717	7/10/15
45-02-2001	United States Treasure	FED/FICA TAX	946.93	9126720	7/24/15
45-02-2002	United States Treasure	FED/FICA TAX	1,572.22	9126717	7/10/15
45-02-2002	United States Treasure	FED/FICA TAX	1,609.24	9126720	7/24/15
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	668.00	25592	7/24/15
45-02-2010	Missouri Local Government	Lagers - Reg.	1,461.90	25593	7/24/15
45-02-2012	AFLAC	HEALTH INSURANCE	343.16	25580	7/16/15
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	95.40	25544	7/09/15
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	5,428.16	25602	7/24/15
45-30-5010	DIVISION OF EMPLOYMENT SECURIT	2ND QUARTER	150.96	25558	7/09/15
45-30-5220	MO Department of Revenue	2ND QUARTER	4,336.13	25567	7/09/15
45-30-5225	Mo. Dept. of Natural Resources	PRIMACY FEE JUNE 2015	408.92	25568	7/09/15
45-30-5240	FEDERAL PUBLISHING	2015 OSHA & EPA COMPLIANCE	149.25	25560	7/09/15
45-30-5240	KILGORE'S PHARMACY	FIRST AID SUPPLIES	32.61	25584	7/16/15
45-30-5240	Lowe's Business Account	DRILL, 50PC SET, TAPE,PAINT	22.11	25564	7/09/15
45-30-5240	MOSER'S DISCOUNT FOODS	ICE,KITCHEN BAGS, CLEANING	9.05	25569	7/09/15
45-30-5240	MOSER'S DISCOUNT FOODS	FOR LEAD & COPPER SAMPLING	10.10	25596	7/23/15
45-30-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	792.16	25582	7/16/15
45-30-5315	AMERENMO	UTILITIES	2,273.72	25595	7/23/15
45-30-5315	AMERENMO	UTILITIES	104.19	25601	7/24/15
45-30-5360	VERIZON	CELL PHONES	70.06	25600	7/23/15
45-30-5420	Main Street Car Wash	TOKENS	66.67	25585	7/16/15
45-30-5420	O'REILLY AUTOMOTIVE STORES,INC	STEPS FOR NEW TRUCK	68.15	25570	7/09/15
45-30-5420	O'REILLY AUTOMOTIVE STORES,INC	OIL FILTERS	23.00	25597	7/23/15
45-30-5425	BEE LINE SNACK SHOP	FUEL-JUNE 2015	488.50	25548	7/09/15
45-30-5600	MISSOURI ONE CALL SYSTEM, INC.	83 LOCATES JUNE 2015	53.95	25566	7/09/15
45-30-5623	Consolidated Public water	HUNTERS BEND	158.24	25556	7/09/15
45-30-5628	Lowe's Business Account	DRILL, 50PC SET, TAPE,PAINT	221.54	25564	7/09/15
45-30-5628	SCHULTE SUPPLY, INC	LOCATOR FLAGS	150.00	25587	7/16/15
45-30-5628	SCHULTE SUPPLY, INC	PAINT	210.00	25599	7/23/15
45-30-5628	SENTINEL LUMBER & HARDWARE	HYDRANTS	7.21	25576	7/09/15
45-30-5810	O'REILLY AUTOMOTIVE STORES,INC	STEPS FOR NEW TRUCK	54.99	25570	7/09/15

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
45-35-5910	CLEAN CUT SERVICES	MONTHLY YARD WASTE	1,345.83	25554	7/09/15
45-35-5920	REPUBLIC SERVICES	JUNE 2015	23,396.62	25575	7/09/15
45-40-5010	DIVISION OF EMPLOYMENT SECURIT	2ND QUARTER	528.36	25558	7/09/15
45-40-5125	BANKCARD CENTER	SAFETY GLASSES	44.22	25547	7/09/15
45-40-5125	OrscheIn Farm & Home LLC	RAIN PONCHOS	31.92	25598	7/23/15
45-40-5125	SENTINEL LUMBER & HARDWARE	SAFETY GLASSES	24.53	25576	7/09/15
45-40-5240	FEDERAL PUBLISHING	2015 OSHA & EPA COMPLIANCE	149.25	25560	7/09/15
45-40-5240	Lowe's Business Account	DRILL, 50PC SET, TAPE,PAINT	22.10	25564	7/09/15
45-40-5240	MOSER'S DISCOUNT FOODS	ICE,KITCHEN BAGS, CLEANING	9.05	25569	7/09/15
45-40-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	636.43	25582	7/16/15
45-40-5311	BOONE ELECTRIC COOPERATIVE	ANGEL LANE	34.38	25550	7/09/15
45-40-5315	AMERENMO	UTILITIES	104.19	25601	7/24/15
45-40-5325	AMERENMO	UTILITIES	3,011.64	25595	7/23/15
45-40-5330	AMERENMO	UTILITIES	63.26	25595	7/23/15
45-40-5335	AMERENMO	UTILITIES	371.50	25543	7/09/15
45-40-5335	AMERENMO	UTILITIES	411.37	25601	7/24/15
45-40-5340	AMERENMO	UTILITIES	87.27	25601	7/24/15
45-40-5350	AMERENMO	UTILITIES	83.52	25595	7/23/15
45-40-5355	HACH COMPANY	LDO PROB & PH BUFFER SOLUTION	762.96	25562	7/09/15
45-40-5355	JCI INDUSTRIES, INC	LAKEVIEW PUMP REPAIR	3,700.00	25563	7/09/15
45-40-5360	TRAVIS DAVIDSON	REIMBURSEMENT JUNE 2015	50.00	25578	7/09/15
45-40-5360	VERIZON	TABLETS & MDTs	21.45	25600	7/23/15
45-40-5380	POSTMASTER	P.O. BOX FEE	24.00	25573	7/09/15
45-40-5420	Farm Power Lawn & Leisure, Inc	SPARK PLUG & OIL	12.20	25559	7/09/15
45-40-5420	Main Street Car Wash	TOKENS	133.33	25585	7/16/15
45-40-5425	CASEY'S GENERAL STORE, INC.	FUEL JUNE 2015	324.70	25551	7/09/15
45-40-5425	OrscheIn Farm & Home LLC	BALL MOUNT, HITCH PIN	37.99	25571	7/09/15
45-40-5425	SENTINEL LUMBER & HARDWARE	KEYS,NAILS,LUMBER,HARDWARE	2.09	25576	7/09/15
45-40-5600	MISSOURI ONE CALL SYSTEM, INC.	83 LOCATES JUNE 2015	53.95	25566	7/09/15
45-40-5605	COLUMBIA WELDING & MACHINE CO.	STEEL	14.64	25555	7/09/15
45-40-5605	HACH COMPANY	SENSOR CAP REPLACEMENT	132.79	25562	7/09/15
45-40-5605	SENTINEL LUMBER & HARDWARE	KEYS,NAILS,LUMBER,HARDWARE	37.36	25576	7/09/15
45-40-5800	Allstate Consultants	WASTEWATER TREATMENT	52,973.53	25542	7/09/15
45-40-5815	CASEY'S GENERAL STORE, INC.	FUEL JUNE 2015	33.57	25551	7/09/15
45-40-5815	FROST ELECTRIC SUPPLY COMPANY	TOOLS	69.56	25561	7/09/15
45-40-5815	Lowe's Business Account	DRILL, 50PC SET, TAPE,PAINT	143.86	25564	7/09/15
45-40-5815	OrscheIn Farm & Home LLC	BALL MOUNT, HITCH PIN	31.28	25571	7/09/15
45-40-5815	WATER & SEWER SUPPLY, INC.	VALVE KEY	125.00	25579	7/09/15
45-50-5305	AMERENMO	UTILITIES	125.73	25543	7/09/15
45-50-5305	AMERENMO	UTILITIES	163.03	25601	7/24/15
45-50-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.34	25553	7/09/15
45-50-5360	AT & T	TELEPHONES	57.64	25545	7/09/15
45-50-5360	CENTURYLINK	UTILITIES	198.86	25552	7/09/15
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.34	25546	7/09/15
45-50-5380	AUSTIN COFFEE SERVICE	COFFEE	17.44	25581	7/16/15
45-50-5380	BANKCARD CENTER	GO DADDY,POLICE FORMS, FINGER-	49.99	25547	7/09/15
45-50-5380	BOONE COUNTY JOURNAL	ADVERTISING	64.20	25549	7/09/15
45-50-5380	CULLIGAN WATER	BOTTLED WATER JUNE 2015	9.60	25557	7/09/15
45-50-5380	RICOH USA, INC	RICOH	79.35	25583	7/16/15
45-50-5670	QUILL CORPORATION	BUSINESS CARDS, USB,SOAP	42.24	25574	7/09/15
45-50-5670	QUILL CORPORATION	PENS,PAPER	68.38	25586	7/16/15
45-50-5670	STAPLES CREDIT PLAN	PENS,PAPER	57.65	25577	7/09/15
45-50-5670	Witt Print Shop	ENVELOPES, WINDOW & NOT	73.83	25588	7/16/15
45-50-5835	MIDWEST COMPUTECH	AGREEMENT	462.66	25565	7/09/15

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	DATE
45-50-5835	PERSONALIZED COMPUTERS	PC EMAIL	25.96	25572	7/09/15
		TOTAL ACCOUNTS PAYABLE CHECKS	178,838.53		
	PAYROLL CHECKS				
		10 GENERAL	11,829.39		
		20 STREET	1,940.59		
		45 UTILITIES	7,892.65		
		PAYROLL CHECKS ON 7/10/2015	21,662.63		
		10 GENERAL	12,080.83		
		20 STREET	2,078.54		
		45 UTILITIES	8,086.91		
		PAYROLL CHECKS ON 7/24/2015	22,246.28		
		TOTAL PAYROLL CHECKS	43,908.91		
	**** PAID	TOTAL ****	222,747.44		
	*****	REPORT TOTAL *****	222,747.44		

FUND	FUND NAME	TOTAL	CHECK#	DATE
10	GENERAL	65,045.64		
15	COURT	1,033.13		
20	STREET	27,191.01		
45	UTILITIES	129,477.66		

AN ORDINANCE TO AMEND CHAPTER 9, PLANNING AND ZONING, OF THE CODE OF THE CITY OF ASHLAND AS IT PERTAINS TO THE PLANNING AND ZONING COMMISSION

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

Section 1. Chapter 9 of the Ashland City Code is hereby amended as follows:

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

9.400. Planning and Zoning Commission

9.400.1 Pursuant to its statutory responsibilities outlined above, the Board of Aldermen is charged with creating a Planning and Zoning Commission, and appointing the members thereof, in order to prepare such studies, adopt such provisions, make such recommendations and conduct such other business as the statute contemplates.

9.400.2 The Planning and Zoning Commission, appointed as the statute instructs, then bears to the Board of Aldermen and to the residents of Ashland certain responsibilities, in the manner provided by Chapter 89, RSMo., to:

- (~~5~~1) elect its chairman and create and adopt rules for the transaction of its business;
- (~~6~~2) keep a public record of its resolutions, transactions, findings and recommendations;
- (~~7~~3) appoint such employees, contract for services and incur such expenses in the performance of its duties as the Board of Aldermen shall authorize;
- (~~8~~4) ~~prepare and recommend to the Board of Aldermen for adoption,~~ Adopt the official comprehensive plan for the city, and amendments thereto;
- (~~9~~5) prepare and recommend to the Board of Aldermen for adoption, a plan of suitable zoning districts into which the city may be divided for purposes of carrying out the comprehensive plan, a set of appropriate regulations to be enforced within said districts, and subsequent amendments thereto;
- (~~10~~6) prepare and recommend to the Board of Aldermen for adoption, regulations governing the subdivision of land and amendments thereto;

(117) review preliminary and final plats according to the requirements of said subdivision regulations and take action thereon or recommend approval, conditional approval or denial thereof by the Board of Aldermen, as the subdivision regulations contemplate;

(128) advise the Board of Aldermen on all public improvements of the types embraced by the comprehensive plan;

(139) hold hearings, conduct reviews of use or development proposal, take action or forward to the Board of Aldermen for action such matters as are contemplated or required by adopted zoning regulations; and

(1410) conduct such other and related business as statute and local laws require.

...

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

Dated this ____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH CONSOLIDATED PUBLIC WATER DISTRICT NO. 1

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

Section 1. The Board of Alderman authorizes the Mayor, on behalf of the City of Ashland, to enter into a agreement with Consolidated Public Water District No. 1 for the customer transfer agreement for Hunters Bend Plat 1.

Section 2. The terms of said agreement shall be as set forth in the attached agreement, which by reference is incorporated herein as if more fully and completely set out.

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

HUNTERS BEND PLAT 1 CUSTOMER TRANSFER AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2015, between the CITY OF ASHLAND, MISSOURI, ("City") and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 of Boone County, Missouri ("District").

WHEREAS, City and District entered into a Territorial Agreement on July 8, 2004 which was approved by the Missouri Public Service Commission on May 1, 2005; and

WHEREAS, under the Territorial Agreement, the water service area of the City includes the Hunters Circle also known as Hunters Bend Plat 1 which is located north Hunters Bend Road E and west of Robbie Forbis road; and

WHEREAS, the District currently provides water service to the customers located on Hunters Circle by a temporary interconnect and water purchase agreement dated June 6, 2006 with the City and those customers are listed on Exhibit "A" attached hereto; and

WHEREAS, the aforesaid customers of the City are served with water through water lines shown on Exhibit "B" attached hereto; and

WHEREAS, the parties desire to agree pursuant to the provisions of paragraph 6 of the Territorial Agreement to transfer the customers listed on Exhibit "A" attached hereto from the City to the District.

NOW, THEREFORE, the parties agree as follows:

1. That the water customers of the City listed on Exhibit "A" attached hereto shall be allowed to receive water service from the District.

2. That as soon as the District has water service available to serve the water customers listed on Exhibit "A" attached hereto the parties shall perform as follows:

City shall execute and deliver to District the original copy of the Bill of Sale attached hereto Exhibit "B"

3. That as soon as the document referred to in paragraph 2 above have been executed and delivered the District shall connect its water service to the water service facilities of the customers listed on Exhibit "A" attached hereto and the City shall discontinue serving said customers.

4. This Agreement shall be binding upon the undersigned and our successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

CITY OF ASHLAND, MISSOURI, a municipal corporation

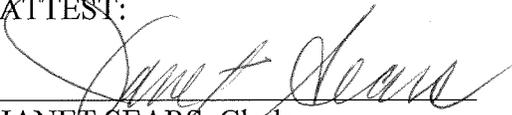
BY: _____
Gene Rhorer, Mayor

ATTEST:

Darla Sapp, Clerk

CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT NO. 1 OF BOONE COUNTY,
MISSOURI

BY:  _____
JEROME GLASCOCK, President

ATTEST:


JANET SEARS, Clerk

EXHIBIT "A"

Hunters Circle Customer as of June 18, 2015:

14000 Hunters Circle
Shannon Steelman

14100 Hunters Circle
Derek Wren

14101 Hunters Circle
Sonya Baumgartner

14200 Hunters Circle
Christopher Yeager

14201 Hunters Circle
Aaron Beckmann

EXHIBIT "B"

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, CITY OF ASHLAND, MISSOURI, a municipal corporation, hereinafter called "SELLER," for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and forever quit-claim to CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, hereinafter called "BUYER," all of SELLER's right, title and interest in and to the following described property, to wit:

All waterlines, water valves, water meters and other water service appliances, facilities and accessories at the locations shown on Exhibit "1" attached hereto.

Dated this ____ day of _____, 2015

CITY OF ASHLAND, MISSOURI, a municipal corporation

BY: _____
Gene Rhorer, Mayor

ATTEST:

Darla Sapp, Clerk

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

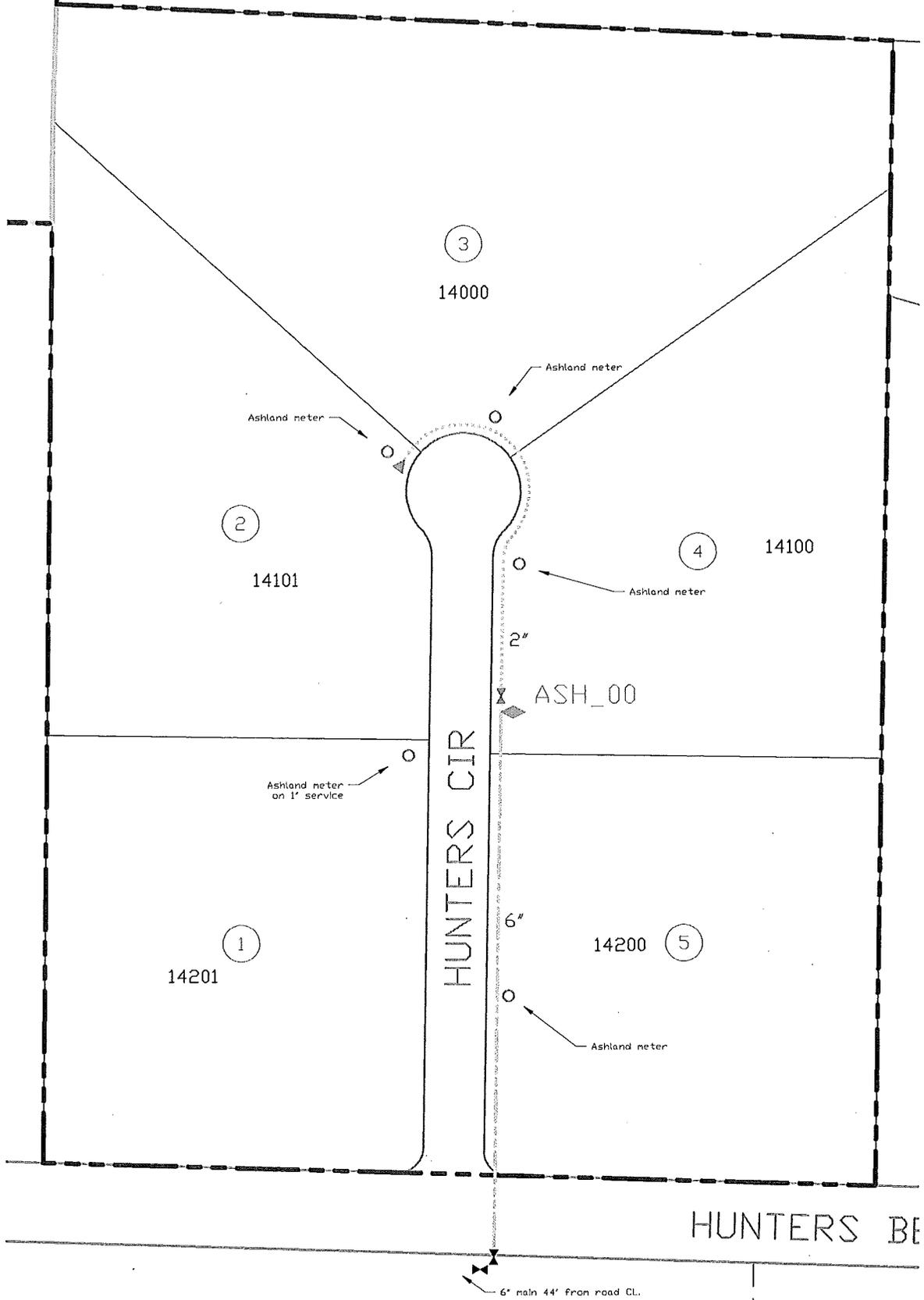
On this _____ day of _____, 2015, before me appeared Gene Rhorer, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY of ASHLAND, MISSOURI, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its governing body and the said Mayor acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri on the day and year hereinabove first written.

My commission expires: _____

Notary Public

EXHIBIT "1"



Darla Sapp

From: Chad Sayre [cws@allstateconsultants.net]
Sent: Monday, July 27, 2015 1:21 PM
To: Travis Davidson
Cc: Joshua Hawkins; Darla Sapp
Subject: RE: June DNR Report

Travis

Except those diffusers have been in service longer than their developed life. They have been good ones in hindsight. These are still the same diffusers that were installed when the original pilot study was conducted by city//Mizzou//and MDNR on the technology. So they have been in there over 10 years I think for most of them.

From: Travis Davidson [mailto:wastewater@ashlandmo.us]
Sent: Monday, July 27, 2015 1:15 PM
To: Chad Sayre
Cc: Joshua Hawkins; Darla Sapp
Subject: RE: June DNR Report

Chad,

That's what I was hoping for this is a lot money to put out for just 2 or 3 years use. If you could look at the bid and let me know your thought's would be great.

Thanks Travis

From: Chad Sayre [cws@allstateconsultants.net]
Sent: Monday, July 27, 2015 1:06 PM
To: Travis Davidson
Cc: Joshua Hawkins; Darla Sapp
Subject: RE: June DNR Report

Travis

Yes. I believe they will be very useful with the new design that transitions the existing complete mix cell to the new flow equalization cell. The EDI system (floating lateral) has worked well in the past with the water levels going up and down as per the current proposed design. The new membranes should eliminate aeration efficiency as one of the potential items that is lagging.

But as you know the new WWTP will take a while until final start up so the new diffuser membranes will be used for a couple years even before the new WWTP is in place.

From: Travis Davidson [mailto:wastewater@ashlandmo.us]
Sent: Monday, July 27, 2015 1:02 PM
To: Chad Sayre
Cc: Joshua Hawkins
Subject: RE: June DNR Report

Chad,

I did get the bid from EDI based on there recommendation. I will forward that to you. I also want to make sure that we will be able to use the diffusers on the new design. Is that possible?

Thanks, Travis

From: Chad Sayre [cws@allstateconsultants.net]
Sent: Monday, July 27, 2015 11:56 AM
To: Travis Davidson
Cc: Joshua Hawkins
Subject: RE: June DNR Report

Travis

I would recommend to also have the diffusers evaluated by the manufacturer as we discussed. They are a few years past their targeted design life. We may want to replace the complete mix cell as a minimum, but EDI would have an opinion also.

The schools cleaning agents have certainly been tougher to deal with in past years.

From: Travis Davidson [mailto:wastewater@ashlandmo.us]
Sent: Monday, July 27, 2015 11:54 AM
To: Chad Sayre
Cc: Joshua Hawkins
Subject: June DNR Report

Chad,

I am currently pulling samples to see if the feeding of enzymes and having all 3 blowers running will fix or at least help our high BOD'S. After the meeting with the school last Wednesday on there use of chemicals for floor striping I think we have found a major contributor to the high BOD readings we have been getting. I will keep pulling samples and try to adjust as much as possible till we get this under control.

Thanks, Travis

RESOLUTION 8-04-2015

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH ALLIED AERATION WORKERS OF MISSOURI, LLC.

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

The Mayor, on behalf of the City of Ashland, Mo. is hereby authorized to enter into a agreement with Allied Aeration Workers of Missouri, LLC., d/b/a Aeration Works. A copy of the agreement is attached to this resolution and made a part hereof.

Passed and adopted this 4th day of August, 2014.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

AGREEMENT

This agreement is entered into on this _____ day of August, 2015, between the City of Ashland, Missouri ("City") and Allied Aeration Workers of Missouri, LLC d/b/a Aeration Works ("Aeration Works"). The parties agree as follows:

1. Aeration Works agrees to perform all services listed in Aeration Works Proposal #2015-081, a copy of which attached to and made a part of this agreement.
2. City agrees to compensate Aeration Works for maintenance parts and maintenance labor as set forth in the Aeration Works Proposal.

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

CITY OF ASHLAND, MISSOURI

AERATION WORKS

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



Aeration Works

Global Maintenance & Installation Services

5601 Paris Rd. Columbia, MO. 65202-9399
TELEPHONE (573) 474-9456 FAX (573) 474-6988

Aeration Works Proposal #2015-081

TO: Mr. Travis Davidson
Public Works Director
City of Ashland, Missouri

RE: Maintenance Proposal
EDI Aeration System

Dear Mr. Davidson:

Aeration Works is pleased to offer the following material and maintenance quotation for your wastewater treatment facilities. The quotation includes material and labor cost to maintain the aeration system in Ashland Missouri.

Maintenance Service:

The scope of Maintenance Services includes labor cost, travel and living expenses, and equipment required to complete the scope of work outlined below.

Aeration Works is uniquely capable of maintaining EDI equipment. Aeration Works was founded for the purpose of providing the labor to maintain EDI designed and manufactured systems. The crew has all the specialized equipment to maintain this particular system. The crew will inspect the system and make recommendations of items that may need attention to adequately maintain this system to EDI's specifications.

Proposal:

1. Retrieve each of the 76 diffuser units.
2. Inspect the diffuser for mechanical damage. Maintain as required.
3. Inspect the diffuser ballast connection and hardware. Replace if necessary
4. Inspect and maintain 76 diffuser retrieval rope and snap assemblies.
5. Remove the existing EPDM membranes and replace with new EPDM Membranes. Includes the replacement of the SS membrane clamps.
6. Inspect each of the diffuser orifice assemblies. Maintain as necessary.
7. Inspect the 2" EPDM feeder airlines on each diffuser.
8. Inspect and maintain the IS boxes, this includes removing material from the boxes.
9. All work will be conducted while the aeration system is operating. Crew will only close the lateral isolation valves on the lateral that is being worked on and adjacent laterals for safety.

Proposal Notes:

- Quote assumes area is ready for maintenance.

This proposal has not been published and is the sole property of Environmental Dynamics Intl. It is lent to the borrower for his/her confidential use only. In consideration of this loan, the borrower promises to return it upon request and agrees that it shall not be reproduced, copied, shared, lent, or otherwise disposed of, directly or indirectly, nor used for any purpose other than that for which it is specifically furnished.

Aeration Works Proposal #2015-081
Mr. Travis Davidson
City of Ashland, Missouri
Maintenance Quote
Page 2



- Quote does include a bank watch.
- The quote does not include the disposing of membranes or other material taken from the lagoon. These items will be placed in a designated area (dumpster) and removed by others.
- Crew would work 10 hour days, seven days a week.
- **Aeration Works will provide a mechanical warranty on the entire EDI aeration system for a period of one year. This warranty specifically excludes the diffuser membranes.**

Maintenance Parts Price:

\$12,692.00 is the price for the membranes and clamps for the 76 diffuser units. The detailed inspection of the aeration system may determine that additional parts are required. These will be detailed along with the additional cost to the City for approval. Additional parts maybe required to fully maintain the system; however, there will not be a charge for additional labor.

Maintenance Labor Price:

\$18,121.00 is the price for a crew to perform the maintenance work listed above

The quoted price is plus all applicable taxes and is firm for 120 days. EDI Aeration Works reserves the right to evaluate pricing after this time period and apply an appropriate inflation factor.

Date: July 9, 2015

Aeration Works

A handwritten signature in black ink, appearing to read "T. Rodery", written over a faint, illegible background.

Terry L Rodery
Director of Field Operations



Standard Conditions of Proposal and Sale of Equipment and Installation Services

Environmental Dynamics International, hereinafter also referred to as **EDI** or the **Company**, offers this proposal to supply equipment. Any resulting contract between **EDI** and the **Purchaser** shall be subject to the following terms and conditions.

Services - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

Process and Performance Warranties - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract. Any biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

Governing Law - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

Credit Approval - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

Force Majeure - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by *force majeure*.

Costs and Damages - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

Special Hazards - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

Shipment & Delivery Times - Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

Insurance - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.

Title of Ownership - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

Cancellation or Suspension - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

Back Charges - must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

Invoicing - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer, EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

Storage Charges - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

Default for Non-Payment - Contracts in default of the payment terms may be subject to any or all of the following; should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account thereof to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month, 18% per annum.

Attorney Fees - For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

Bankruptcy, Receivership or Insolvency Proceedings - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

Promissory Note - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

Patent infringement - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

Spare or Potential Warranty Parts - If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchasers account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contact terms.

Defective, damaged, improper material or shortage - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading - unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

Mechanical Warranty - As per Manufacturers Limited Mechanical Warranty Statement

Accepted by Buyer:

Date:

Accepted by Seller / Environmental Dynamics International Inc.

Date:

RESOLUTION 8-04-2015

A RESOLUTION AUTHORIZING THE WRITE-OFF OF CERTAIN UNCOLLECTIBLE
RECEIVABLES

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

Section 1. The Board of Aldermen authorizes City staff to write off the official books and records of the City uncollectible, delinquent utility service receivables from 2002 through 2009. The total amount of the write-offs is \$31,591.14.

Section 2. The Board of Aldermen authorizes City staff to write off the official books and records of the City the utility service receivables of customers who have included such receivables in bankruptcy filings. The total amount of the write-offs is \$1,046.58.

Section 3. This resolution shall not be construed as extinguishing any debt owed to the City of Ashland.

Passed and adopted this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

July-2015 Maintenance Report

Travis Davidson

Street Department

- Crack sealing in various locations around town has been **completed**.
- Street patches on Tandy and Henry Clay are cut out and ready for replacement (**Apac will lay the asphalt in these patches**).
- Apac is predicting that they will be able to start overlaying around the 2nd week of September.
- Loy martin and Hunters Bend road maintenance has been **completed**.
- Concrete patches have been started on various streets around town.

Storm water jobs started

- Ditch cleaning in various locations around town as needed.
- Renee and Sue Drive both have small storm water issues that will be scheduled this summer.

Sewer Jobs Started/ongoing

- We have been experiencing very high BOD'S (Biochemical oxygen demand) at the lagoon and we have found that there has been a significant amount of floor striper and other cleaning supply's being disposed of in the sewer system. We are working to get this issue corrected and getting the lagoon back to normal ASAP.
- 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**.
- This month we will start spot fixing sewer main issues we have found in preparation for the sewer main linings to be installed late summer.

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