

**CITY OF ASHLAND
109 EAST BROADWAY
BOARD OF ALDERMEN AGENDA
TUESDAY, DECEMBER 04, 2012
7:00 P.M.**

There will be a Work Session at 6:00 p.m. to discuss the proposed increase in the Property Tax Rate

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 12-04-12 agenda: **Action:** _____
2. Consideration of the 11-20-12 minutes: **Action:** _____
3. Bills to be paid: **Action:** _____

APPEARANCES

4. Anthony Consiglio, Police Chief monthly report
5. Stephen Lin-Allstate Consultants-Wastewater Treatment Facility Plan
6. Anyone wishing to appear before the Board

APPOINTMENTS

7. None

COUNCIL BILLS

8. Council Bill No. 2012-023, an ordinance amending Chapter 28; Code Enforcement by inserting Article IV Insurance Proceeds-how handled. First Reading by title only.
Action: _____
9. Council Bill No. 2012-024, an ordinance to correct the spelling of Gordan Setter Circle to Gordon Setter Circle in Setter's Knoll Plat 2 Subdivision. First Reading by title only.
Action: _____
10. Council Bill No. 2012-025, an ordinance authorizing the City of Ashland to employ an engineer to assist the City of Ashland in design, construction and initial operation of a wastewater treatment facility system in the City of Ashland, Missouri and such other wastewater engineering work as may be needed in conjunction with the construction and initial operation of the wastewater treatment facility. First Reading by title only.
Action: _____

ORDINANCES

11. Ordinance No. 931, an ordinance to change the zoning of a parcel of land from R-2 (Two Family Residential) to C-G (General Commercial) for Andy Jahnsen. **Action:** _____
12. Ordinance No. 932, an ordinance approving the final minor plat for Green Pastures Subdivision dated September 17, 2012. **Action:** _____
13. Ordinance No. 933, an ordinance of the City of Ashland, Missouri, amending the City's Code of Ordinances, Chapter 9, Planning and Zoning to amend Section 9.298 "Lot Size Transition Calculation" so that the specific uses and average lot sizes of adjacent residential subdivisions are considered, providing for conflicts, severability, and an effective date. **Action:** _____
14. Ordinance No. 934, an ordinance to approve the six month budget revision for fiscal year 2012-2013. **Action:** _____
15. Ordinance No. 935, and ordinance authorizing the City of Ashland to employ an engineer to assist the City of Ashland in design, construction and initial operation of a wastewater treatment facility system in the City of Ashland, Missouri and such other wastewater engineering work as may be needed in conjunction with the construction and initial operation of the wastewater treatment facility. **Action:** _____

RESOLUTIONS

16. None

OTHER

17. None

REPORTS

18. Mayor's Report
19. City Administrator's Report
20. City Attorney's Report
21. Board of Alderperson's Report
22. Vote to adjourn meeting

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

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

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

Posted: 11-30-2012

City Hall and Web site www.ashlandmo.us



THE CITY OF ASHLAND, MISSOURI

November 20, 2012

Mayor and Aldermen,

As we have been made aware of in the past few years, the City of Ashland is struggling financially to provide basic services to the constituents. Numerous street and storm water projects have been delayed and in some cases not even considered because of lack of funds. The area patrolled and number of calls continues to increase every year for the public safety department. The parks appear to be seeing an increase in use.

Although great progress has been made, the city is still behind and will continue to do so until corrective measures are taken. I believe some sort of action must be proposed to make an honest effort to right the current deficiencies as the "pile" and population continues to grow. At some point we must either reduce services or increase revenue to effectively provide quality services to the citizens.

The current property tax rate for the City of Ashland is .2612. This rate resulted in total revenues \$128,338.00 for the 2011-2012 fiscal year. The three year average at this rate is \$118,197.65. I would propose we open a dialogue which would look at increasing the current property tax rate.

I have set out three different areas which we could select all or certain components. A "phased" approach may also be considered.

In this first draft, I have proposed \$60,000 for Public Safety which would allow for an additional officer as the main piece, \$60,000 for the Parks Department which would allow us to currently fund the parks budget, current funds to be shifted to other City Departments which are thin, and finally, \$120,000 designated for Streets and Storm Water.

By rounding numbers, every \$60,000 of additional property tax revenue would result in a 50% increase in the amount of taxes paid to the city. Please note this would not increase the total property tax obligation by 50%, just the city portion.

		PARKS	
3 year	\$ 118,197.65	\$ 60,000.00	\$ 0.132591468612109
11-12 final	\$ 128,338.00	\$ 60,000.00	\$ 0.122115039972572
		PUBLIC SAFETY	
3 year	\$ 118,197.65	\$ 60,000.00	\$ 0.132591468612109
11-12 final	\$ 128,338.00	\$ 60,000.00	\$ 0.122115039972572
		STREETS & STORM WATER	
3 year	\$ 118,197.65	\$ 120,000.00	\$ 0.265182937224217
11-12 final	\$ 128,338.00	\$ 120,000.00	\$ 0.244230079945145

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



THE CITY OF ASHLAND, MISSOURI

One final note for timing, ballot language must be submitted by January 22nd to be on the April election. Although dates have not been set, to make the August election you must submit language by the end of May, and an August submittal is required for the November election.

Sincerely,

Kelly Henderson
City Administrator

Enclosure

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

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NOVEMBER 20, 2012
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Pro-Tem Wyatt called the regular meeting to order on November 20, 2012 at 7:00 p.m. at Ashland City Hall, 109 East Broadway.

Alderman Uhrig gave the invocation.

Mayor Pro-Tem Wyatt led in the pledge of allegiance.

Mayor Pro-Tem Wyatt called the roll.

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

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

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

Absent: Mayor Michael P. Jackson

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

Mayor Pro-Tem Wyatt presented the agenda of November 20, 2012 for consideration. Alderman Thomas made motion and seconded by Alderman Rhorer to approve the agenda as presented. Mayor Pro-Tem Wyatt called for the vote. Motion carried.

Mayor Pro-Tem Wyatt presented the minutes of November 06, 2012 for consideration. Alderman Thomas made motion and seconded by Alderman Uhrig to approve the minutes as presented. Mayor Pro-Tem Wyatt called for corrections or changes. Being none he called for the vote. Alderman Thomas-abstained. Motion carried.

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

Charles Senzee, Community Development Director informed the Board of the Board of Adjustment meeting on October 29 approving the set back requirements for the fire station addition. He reported that the Planning and Zoning Commission held their meeting on November 13, and reviewed rezoning of vacant S. Henry Clay property from R-2 to C-G, lot size transition code amendment, Green Pastures Minor Plat and site plans for Southern Boone County Fire Protection District and Great Reflection. He stated that three items are on their agenda tonight for approval and the site plans require no Board action. He reported three pending development applications on a rezoning, subdivision plan and commercial site plan should be ready for the Planning and Zoning Commission December meeting. He stated that due to the Planning and Zoning Commission's agenda

the Ashland Business District work session will be requested in January. Charles Senzee updated the Board on Code Enforcement issues and building permits issued. The Board discussed the fire-damaged house at 403 North Henry Clay Blvd. and the course of action to take to resolve this issue was discussed. The Board felt it should be secured better and Kelly Henderson, City Administrator reported that he would have public works take care of this tomorrow.

Mayor Pro-Tem Wyatt presented Council Bill No. 2012-019 for consideration. Alderman Thomas made motion and seconded by Alderman Crandall to take up Council Bill No. 2012-019, an ordinance to change the zoning of a parcel of land from R-2 (Two Family Residential) to C-G (General Commercial) for Andy Jahnsen. First Reading by title only. Mayor Pro-Tem Wyatt called for questions or comments. Charles Senzee, Community Development Director discussed this rezoning with the Board. Mayor Pro-tem Wyatt called for the vote. Alderman Rhorer-aye, Alderman Uhrig-aye, Alderman Crandall-aye, Alderman Thomas-aye, Alderman Calvert-absent. Motion carried.

Mayor Pro-tem Wyatt presented Council Bill No. 2012-020 for consideration. Alderman Thomas made motion and seconded by Alderman Rhorer to take up Council Bill No. 2012-020, an ordinance approving the final minor plat for Green Pastures Subdivision dated September 17, 2012. First Reading by title only. Mayor Pro-tem Wyatt called for questions or comments. The Board asked various questions. Mayor Pro-tem Wyatt called for the vote. Alderman Rhorer-aye, Alderman Uhrig-aye, Alderman Crandall-aye, Alderman Thomas-aye, Alderman Calvert-absent. Motion carried.

Mayor Pro-tem Wyatt presented Council Bill No. 2012-021 for consideration. Alderman Thomas made motion and seconded by Alderman Rhorer to take up Council Bill No. 2012-021, an ordinance of the City of Ashland, Missouri, amending the City's Code of Ordinances, Chapter 9, Planning and Zoning to amend Section 9.298 "Lot Size Transition Calculation" so that the specific uses and average lot sizes of adjacent residential subdivision are considered, providing for conflicts, severability, and an effective date. First Reading by title only. Mayor Pro-tem Wyatt called for questions or comments. The Board discussed this proposed ordinance and how the transition would work. Charles Senzee explained this to the Board. Mayor Pro-tem Wyatt called for the vote. Alderman Rhorer-aye, Alderman Uhrig-aye, Alderman Crandall-aye, Alderman Thomas-aye, Alderman Calvert-absent. Motion carried.

Mayor Pro-Tem Wyatt presented Council Bill No. 2012-022 for consideration. Alderman Thomas made motion and seconded by Alderman Uhrig to take up Council Bill No. 2012-022, an ordinance to approve the six month budget revision for fiscal year 2012-2013. First Reading by title only. Mayor Pro-tem Wyatt called for questions or comments. Kelly Henderson, City Administrator discussed this with the Board and answered questions. Mayor Pro-tem Wyatt called for the vote. Alderman Rhorer-aye, Alderman Uhrig-aye, Alderman Crandall-aye, Alderman Thomas-aye, Alderman Calvert-absent. Motion carried.

Mayor's Report:

Mayor Pro-tem Wyatt asked the Board who would be attending the Boone County Municipal Government Dinner on December 5, 2012.

City Administrator's Report:

Kelly Henderson presented a memo on different options for the property tax rate with time lines. He presented the proposed seven year lease agreement of a backhoe for the sewer department. Travis Davidson reported he did a three day demo on this piece of equipment and worked well for their needs. Kelly Henderson reported this would be leased under state procurement. The Board discussed this at length.

Alderman Thomas made motion and seconded by Alderman Rhorer to authorize the seven year lease purchase of the backhoe from Tri-State Construction as presented for \$98,817.00. Mayor Pro-tem Wyatt called for the vote. Alderman Rhorer-aye, Alderman Uhrig-aye, Alderman Crandall-aye, Alderman Thomas-aye, Alderman Calvert-absent. Motion carried.

City Attorney's Report:

David Bandre wished everyone a Happy Thanksgiving.

Board of Aldermen Report:

Alderman Crandall questioned the fire hydrant inspections and findings. He suggested changes to the personnel manual to increase the City holidays.

Alderman Thomas made motion and seconded by Alderman Uhrig to adjourn the meeting into executive session pursuant to Chapter 610.021 (1) possible litigation. Mayor Pro-tem called for the vote. Motion carried.

The City Clerk was not present at the closed meeting.

Darla Sapp, City Clerk

Randy Wyatt, Mayor Pro-tem

Mayor Pro-tem Wyatt reported they were back in open session with no reportable action taken.

Motion made to adjourn open meeting made by Alderman David Thomas, seconded by Alderman Matt Uhrig. Mayor Pro-tem Wyatt called for the vote. Motion Carried.

Charles Calvin Crandall

Randy Wyatt, Mayor Pro-tem

LOCAL SALES TAX		CAPITAL SALES TAX					CHANGE OVER FY 2012		CHANGE OVER FY 2011		CHANGE OVER FY 2012	
10-10-4010		50-51-4390										
	FY 2011	FY2012	FY2013	CHANGE OVER FY 2011	CHANGE OVER FY 2012	FY 2011	FY2012	FY2013	CHANGE OVER FY 2011	CHANGE OVER FY 2012		
MAY	\$14,902.81	\$12,799.23	\$18,299.34	(\$2,103.58)	\$5,500.11	\$6,932.39	\$5,799.48	\$8,514.50	(\$1,132.91)	\$2,715.02		
JUNE	\$26,939.82	\$30,554.27	\$28,499.62	\$3,614.45	(\$2,054.65)	\$11,877.46	\$13,609.68	\$12,770.76	\$1,732.22	\$838.92		
JULY	\$28,245.87	\$28,033.98	\$30,920.91	(\$211.89)	\$2,886.93	\$13,577.15	\$	\$14,803.74	(\$351.26)	\$1,577.85		
AUGUST	\$15,527.17	\$18,853.10	\$13,209.73	\$3,325.93	(\$5,643.37)	\$7,176.18	\$8,815.99	\$5,915.73	\$1,639.81	\$2,900.26		
SEPTEMBER	\$33,402.64	\$32,681.81	\$42,748.62	(\$720.83)	\$10,066.81	\$14,874.44	\$14,377.24	\$19,095.47	(\$497.20)	\$4,718.23		
OCTOBER	\$23,935.84	\$21,390.75	\$26,763.73	(\$2,545.09)	\$5,372.98	\$10,775.04	\$9,424.45	\$12,079.76	(\$1,350.59)	\$2,655.31		
NOVEMBER	\$15,488.75	\$19,228.43	\$13,143.42	\$3,739.68	(\$6,085.01)	\$7,073.11	\$9,047.36	\$1,974.25	\$1,974.25	\$3,260.14		
DECEMBER	\$29,091.42	\$23,385.42		(\$5,706.00)		\$13,631.58	\$10,154.07		(\$3,477.51)			
JANUARY	\$19,326.16	\$29,312.31		\$9,986.15		\$9,047.43	\$13,740.74		\$4,693.31			
FEBRUARY	\$17,958.18	\$9,325.27		(\$8,632.91)		\$7,777.63	\$4,053.25		(\$3,724.38)			
MARCH	\$16,070.53	\$33,449.47		\$17,378.94		\$7,008.65	\$14,385.33		\$7,376.68			
APRIL	\$33,577.67	\$25,146.06		(\$8,431.61)		\$13,945.50	\$11,316.34		(\$2,629.16)			
YEARLY TOTAL COLLECTED YTD	\$274,466.86	\$284,160.10	\$155,286.03	\$9,693.24	\$4,543.69	\$123,696.56	\$127,949.82	\$70,452.68	\$4,253.26	\$4,667.09		
	\$158,442.90	\$163,541.57	\$155,286.03	\$5,098.67	\$10,043.80	\$72,285.77	\$74,300.09	\$70,452.68	\$2,014.32	\$4,667.09		
FY2012	Budgeted	\$262,000.00		RECEIVED	\$284,160.10	Budgeted	\$120,000.00		RECEIVED	\$127,949.82		
FY 2011	Budgeted	\$265,000.00		RECEIVED	\$274,466.86	Budgeted	\$120,000.00		RECEIVED	\$123,696.56		
FY 2010	Budgeted	\$265,000.00		RECEIVED	\$262,954.35	Budgeted	\$130,000.00		RECEIVED	\$118,675.31		
FY 2009	Budgeted	\$260,000.00		RECEIVED	\$275,731.28	Budgeted	\$130,000.00		RECEIVED	\$125,443.91		
FY 2008	Budgeted	\$250,000.00		RECEIVED	\$292,597.30							
FY 2007	Budgeted	\$250,000.00		RECEIVED	\$270,382.92							
FY 2006	Budgeted	\$250,000.00		RECEIVED	\$276,155.99							

ACCOUNTS PAYABLE ACTIVITY

CLAIMS REPORT

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

ACCOUNTS PAYABLE CLAIMS						

10-02-2001	United States Treasure	FED/FICA TAX	1,630.73		9126420	11/16/12
10-02-2002	United States Treasure	FED/FICA TAX	2,047.06	3,677.79	9126420	11/16/12
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	LIFE INSURANCE	106.00	106.00	1994	11/20/12
10-02-2012	CONVENTRY HEALTH CARE of MO	DECEMBER PREMIUM	2,810.33		2003	11/20/12
10-02-2012	CONVENTRY HEALTH CARE of MO	HSA-DECEMBER PREMIUM	1,051.37	3,861.70	2003	11/20/12
10-02-2012	MADISON NATIONAL LIFE	FEES	265.87	265.87	2006	11/20/12
10-02-2014	ANTHONY CONSIGLIO	HSA	76.09	76.09	9126422	11/16/12
10-02-2014	JILL SANDERS	HSA	76.09	76.09	9126423	11/16/12
10-02-2014	KELLY HENDERSON	HSA	38.05	38.05	9126424	11/16/12
10-02-2014	TODD HENDERSON	HSA	76.09	76.09	9126425	11/16/12
10-02-2016	LEGALSHIELD	PRE-PAID LEGAL	43.85	43.85	2022	11/29/12
10-10-5120	MOGFOA, TINA CHARUMILIND	GOVT FINANCE OFFICERS MEMBERSH	25.00	25.00	2024	11/29/12
10-10-5120	SOUTHERN BOONE CHAMBER	MEMBERSHIP FEES 2013	100.00	100.00	2010	11/20/12
10-10-5205	Winter Dent & Company	JOHN DEERE 1436	106.00	106.00	2012	11/20/12
10-10-5240	TOEBBEN ENTERPRISES, INC.	DOCUMENT DESTRUCTION	20.00	20.00	2011	11/20/12
10-10-5300	BANKCARD CENTER	TIP WELDER	56.62	56.62	2015	11/29/12
10-10-5305	AMERENUE	UTILITIES	211.56	211.56	2014	11/29/12
10-10-5360	AT & T	LONG DISTANCE	30.25	30.25	1995	11/20/12
10-10-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	18.28	18.28	2020	11/29/12
10-10-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	2026	11/29/12
10-10-5638	BOONE COUNTY JOURNAL	ADVERTISING	238.50	238.50	1997	11/20/12
10-10-5670	QUILL CORPORATION	TRASH BAGS/WHITE OUT	13.14		2009	11/20/12
10-10-5670	QUILL CORPORATION	ENVELOPES	9.99	23.13	2027	11/29/12
10-10-5790	AMERENUE	UTILITIES	20.31	20.31	2014	11/29/12
10-10-5840	NORTHERN LIGHTS DISPLAY	REPLACEMENT BULBS DECORATIONS	357.00	357.00	2025	11/29/12
10-10-5955	MOSER'S DISCOUNT FOODS	HALLOWEEN CANDY	37.93	37.93	2008	11/20/12
10-11-5135	C.M. ARCHER GROUP, P.C.	SOUTHERN BOONE FIRE	882.00	882.00	2017	11/29/12
10-11-5360	AT & T	LONG DISTANCE	30.25	30.25	1995	11/20/12
10-11-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	2026	11/29/12
10-11-5670	Missouri State Agency for	CHUCKS OFFICE SUPPLIES	11.50	11.50	2023	11/29/12
10-11-5670	QUILL CORPORATION	TRASH BAGS/WHITE OUT	13.14		2009	11/20/12
10-11-5670	QUILL CORPORATION	ENVELOPES	10.00	23.14	2027	11/29/12
10-15-5110	BANKCARD CENTER	UNIFORM ITEMS	110.17	110.17	2015	11/29/12
10-15-5110	CHIEF	NAME TAGS/BRASS FOR OFFICERS	59.98		2002	11/20/12
10-15-5110	CHIEF	UNIFORM ITEMS RESERVES	236.49	296.47	2018	11/29/12
10-15-5110	JILL SANDERS	REIMBURSE PORTABLE BATTERY	33.95	33.95	2005	11/20/12
10-15-5240	BANKCARD CENTER	HALLOWEEN CANDY	29.64		2015	11/29/12
10-15-5300	BANKCARD CENTER	KEY PAD LOCK	176.00	205.64	2015	11/29/12
10-15-5305	AMERENUE	UTILITIES	256.16	256.16	2014	11/29/12
10-15-5360	AT & T	LONG DISTANCE	42.15	42.15	1995	11/20/12
10-15-5360	AT&T MOBILITY	CELL PHONES	217.94		1996	11/20/12
10-15-5360	AT&T MOBILITY	AIR CARD SERVICE FOR MDT'S	180.91	398.85	1996	11/20/12
10-15-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	18.28	18.28	2020	11/29/12
10-15-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	2026	11/29/12
10-15-5670	MOSER'S DISCOUNT FOODS	BATTIERIES-POLICE DEPT	4.19	4.19	2008	11/20/12
10-15-5670	QUILL CORPORATION	TRASH BAGS/WHITE OUT	13.14		2009	11/20/12
10-15-5670	QUILL CORPORATION	ENVELOPES	10.00	23.14	2027	11/29/12
10-15-5928	BOONE COUNTY CIRCUIT CLERK	BOND BROOKE RUCHELLE WRIGHT	182.50	182.50	2016	11/29/12
10-18-5305	AMERENUE	UTILITIES	57.59	57.59	2014	11/29/12
10-18-5305	BOONE ELECTRIC COOPERATIVE	PARK UTILITIES	36.43	36.43	1998	11/20/12
10-18-5366	AMERENUE	UTILITIES	15.42		2014	11/29/12

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
10-18-5367	AMERENUE	UTILITIES	9.74			2014 11/29/12
10-18-5368	AMERENUE	UTILITIES	15.35			2014 11/29/12
10-18-5369	AMERENUE	UTILITIES	17.67			2014 11/29/12
10-18-5371	AMERENUE	UTILITIES	9.74			2014 11/29/12
10-18-5372	AMERENUE	UTILITIES	9.74			2014 11/29/12
10-18-5373	AMERENUE	UTILITIES	9.74	87.40		2014 11/29/12
10-18-5380	JOBSITE SANITARY TOILETS	TOILET RENTAL FOR PARK	73.50	73.50		2021 11/29/12
10-18-5425	MFA Oil Company	FUEL	305.25	305.25		2007 11/20/12
10-18-5952	WORLD CLASS SIGNS	TREE BANNER DECALS	6.50	6.50		2030 11/29/12
15-16-5448	JEFFREY R. KAYS	PROSECUTOR FEES/NOVEMBER	833.33	833.33		2004 11/20/12
20-02-2001	United States Treasure	FED/FICA TAX	220.61		9126420	11/16/12
20-02-2002	United States Treasure	FED/FICA TAX	345.58	566.19	9126420	11/16/12
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	LIFE INSURANCE	21.20	21.20		1994 11/20/12
20-02-2012	CONVENTRY HEALTH CARE of MO	DECEMBER PREMIUM	1,021.94	1,021.94		2003 11/20/12
20-20-5305	AMERENUE	UTILITIES	103.78	103.78		2014 11/29/12
20-20-5305	BOONE ELECTRIC COOPERATIVE	STREET LIGHTS	866.49	866.49		1998 11/20/12
20-20-5360	AT&T MOBILITY	CELL PHONES	38.67	38.67		1996 11/20/12
20-20-5410	Crown Power & Equipment Co.	BACKHOE REPAIR	625.57	625.57		2019 11/29/12
20-20-5425	MFA Oil Company	FUEL	2,235.51	2,235.51		2007 11/20/12
20-20-5610	Westlake Hardware	TRAFFIC MARK LTX PAINT	68.97	68.97		2029 11/29/12
20-20-5629	Ahrens Steel & Welding Supplie	SUPPLIES	405.23	405.23		2013 11/29/12
20-20-5629	Carter Waters	SILT FENCE-CHALK REEL	529.68	529.68		2000 11/20/12
20-20-5629	CENTRAL CONCRETE COMPANY	MAIN STREET	334.89	334.89		2001 11/20/12
20-20-5629	WATER & SEWER SUPPLY, INC.	RAT GUARD, YELLOW BAR GUARD	409.50	409.50		2028 11/29/12
20-20-5800	C.M. ARCHER GROUP, P.C.	TWA 4-W BROADWAY STORM	736.36			1999 11/20/12
20-20-5800	C.M. ARCHER GROUP, P.C.	MAIN STREET	2,300.00	3,036.36		2017 11/29/12
45-02-2001	United States Treasure	FED/FICA TAX	738.74		9126420	11/16/12
45-02-2002	United States Treasure	FED/FICA TAX	1,308.95	2,047.69	9126420	11/16/12
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	LIFE INSURANCE	63.60	63.60		23574 11/20/12
45-02-2012	CONVENTRY HEALTH CARE of MO	DECEMBER PREMIUM	2,299.37		23579	11/20/12
45-02-2012	CONVENTRY HEALTH CARE of MO	HSA-DECEMBER PREMIUM	450.58	2,749.95	23579	11/20/12
45-02-2012	MADISON NATIONAL LIFE	FEES	24.69	24.69	23581	11/20/12
45-02-2014	KELLY HENDERSON	HSA	38.04	38.04	9126424	11/16/12
45-02-2014	WADE MIDDLEAUGH	HSA	76.09	76.09	9126421	11/16/12
45-02-2016	LEGALSHIELD	PRE-PAID LEGAL	17.95	17.95	23599	11/29/12
45-30-5310	BOONE ELECTRIC COOPERATIVE	WATER UTILITIES	773.92	773.92	23578	11/20/12
45-30-5315	AMERENUE	UTILITIES	1,483.65	1,483.65	23591	11/29/12
45-30-5360	AT&T MOBILITY	CELL PHONES	100.84	100.84	23576	11/20/12
45-30-5410	Crown Power & Equipment Co.	BACKHOE REPAIR	625.57	625.57	23594	11/29/12
45-30-5425	MFA Oil Company	FUEL	97.66	97.66	23582	11/20/12
45-30-5615	Engineering Surveys & Services	WASTEWATER TESTING 11/19/2012	117.00	117.00	23595	11/29/12
45-30-5816	HAWKINS, INC	GAS ALARM, LABOR TO INSTALL	2,589.50	2,589.50	23596	11/29/12
45-30-5816	MID MO REG. PLANNING	ASHLAND WATER UTILITIES PROJEC	2,500.00		23600	11/29/12
45-30-5816	MID MO REG. PLANNING	UTILITY MAPPING	348.00	2,848.00	23600	11/29/12
45-35-5900	ALLIED WASTE SERVICES #035	RECYCLING 11/1-11/30/2012	433.00	433.00	23590	11/29/12
45-40-5310	BOONE ELECTRIC COOPERATIVE	SEWER UTILITIES	343.77	343.77	23578	11/20/12
45-40-5315	AMERENUE	UTILITIES	57.59		23591	11/29/12
45-40-5325	AMERENUE	UTILITIES	2,219.06		23591	11/29/12
45-40-5330	AMERENUE	UTILITIES	34.22		23591	11/29/12
45-40-5335	AMERENUE	UTILITIES	181.01		23591	11/29/12
45-40-5340	AMERENUE	UTILITIES	48.48		23591	11/29/12
45-40-5345	AMERENUE	UTILITIES	30.48		23591	11/29/12
45-40-5350	AMERENUE	UTILITIES	63.17	2,634.01	23591	11/29/12
45-40-5380	BIO-GARD	ROUTINE SERVICE-ANGEL LANE	236.25	236.25	23577	11/20/12

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
45-40-5410	Crown Power & Equipment Co.	BACKHOE REPAIR	625.57	625.57	23594	11/29/12
45-40-5425	MFA Oil Company	FUEL	137.18	137.18	23582	11/20/12
45-40-5605	Missouri State Agency for	TRAVIS TOOLS	50.00	50.00	23601	11/29/12
45-40-5670	QUILL CORPORATION	BINDER	14.99		23584	11/20/12
45-40-5670	QUILL CORPORATION	BINDER	14.99	29.98	23605	11/29/12
45-40-5800	Allstate Consultants	ENGINEERING WWTF IMPROVEMENTS	7,180.00	7,180.00	23573	11/20/12
45-40-5815	BANKCARD CENTER	BATTERIES	727.53	727.53	23592	11/29/12
45-45-5315	AMERENUE	UTILITIES	57.60	57.60	23591	11/29/12
45-45-5360	AT&T MOBILITY	CELL PHONES	21.58	21.58	23576	11/20/12
45-45-5410	Crown Power & Equipment Co.	BACKHOE REPAIR	625.56	625.56	23594	11/29/12
45-45-5425	MFA Oil Company	FUEL	379.40	379.40	23582	11/20/12
45-45-5605	WATER & SEWER SUPPLY, INC.	RAT GUARD, YELLOW BAR GUARD	93.33	93.33	23607	11/29/12
45-45-5625	HD SUPPLY WATERWORKS, LTD	HYDRANT EXTENSIONS	4,827.08		23580	11/20/12
45-45-5625	HD SUPPLY WATERWORKS, LTD	HYDRANT EXTENSIONS	2,932.36	7,759.44	23597	11/29/12
45-45-5625	POLLARD WATER	HYDRANT LIFT CAGE, RING CHAIN	965.08	965.08	23604	11/29/12
45-45-5625	WATER & SEWER SUPPLY, INC.	POOL EXTENSION	208.10	208.10	23607	11/29/12
45-45-5628	CENTRAL CONCRETE COMPANY	LEAK REPAIR-JOHNSON/WALNUT	738.66	738.66	23593	11/29/12
45-45-5628	USA BLUEBOOK	REFLECTIVE TAPE	217.77	217.77	23606	11/29/12
45-45-5670	Missouri State Agency for	ZACH OFFICE FURNITURE	70.00	70.00	23601	11/29/12
45-45-5815	BANKCARD CENTER	TRANSIT	256.34	256.34	23592	11/29/12
45-50-5360	AT & T	LONG DISTANCE	30.25	30.25	23575	11/20/12
45-50-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	18.28	18.28	23598	11/29/12
45-50-5380	PITHWIDGET	1/4 CLEANING SERVICES	75.00	75.00	23603	11/29/12
45-50-5670	MOSER'S DISCOUNT FOODS	LIGHT BULB	1.95	1.95	23583	11/20/12
45-50-5670	QUILL CORPORATION	TRASH BAGS/WHITE OUT	13.15		23584	11/20/12
45-50-5670	QUILL CORPORATION	ENVELOPES	10.00	23.15	23605	11/29/12
45-55-5120	MOGFOA, TINA CHARUMILIND	GOVT FINANCE OFFICERS MEMBERSH	25.00	25.00	23602	11/29/12
45-55-5530	UMB BANK, N.A.	SERIES 2007A	3,750.00		9126426	11/23/12
45-55-5535	UMB BANK, N.A.	SERIES 2007A	859.00	4,609.00	9126426	11/23/12
50-51-5881	C.M. ARCHER GROUP, P.C.	TWA 2- MAIN/ASH STREET IMPROVE	4,245.00		1999	11/20/12
50-51-5881	C.M. ARCHER GROUP, P.C.	TWA 2 MAIN & ASH	5,660.00	9,905.00	2017	11/29/12

TOTAL ACCOUNTS PAYABLE CHECKS 76,005.41

PAYROLL CHECKS

10	GENERAL	11,836.16
20	STREET	2,106.49
45	UTILITIES	7,919.84
PAYROLL CHECKS ON 11/16/2012		21,862.49
TOTAL PAYROLL CHECKS		21,862.49

**** PAID TOTAL ***** 97,867.90

**** SCHED TOTAL *****

FUND FUND NAME	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
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***** REPORT TOTAL *****

97,867.90
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AN ORDINANCE TO CHANGE THE ZONING OF A PARCEL LAND FROM (R-2) TWO FAMILY RESIDENTIAL TO (C-G) GENERAL COMMERCIAL FOR ANDY JAHNSEN

WHEREAS, Public Notice of such was given as prescribed by Missouri State Statute 89.040, and a public hearing was held on Tuesday, November 13, 2012; and

WHEREAS, the Planning and Zoning Commission has reviewed the pertinent information and received comment from adjacent residents and has unanimously agreed to recommend to the Board of Aldermen to approve the rezoning from (R-2) Two Family Residential to (C-G) General Commercial; and

WHEREAS, the Board of Aldermen of the City of Ashland, Missouri has reviewed the request as submitted and has elected to rezone the property described in Section 1 from (R-2) Two Family Residential to (C-G) General Commercial; and

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

Section 1. The zoning is hereby amended from the present (R-2) Two Family Residential to (C-G) General Commercial for the following described property:

The east 107.5 feet of Lot 1 of the recorded Henry Clay Subdivision North. Containing .55 acres in size.

Section 2. The City hereby finds and declares that the property described in Section 1 hereof is at the present particularly suitable for the purposes and uses of (C-G) General Commercial District Zoning and in conformity with the existing uses and value of the immediately surrounding properties.

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

Dated this _____ day of _____, 2012.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

AN ORDINANCE APPROVING THE FINAL MINOR PLAT FOR GREEN PASTURES
SUBDIVISION DATED SEPTEMBER 17, 2012

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the final minor plat of Green Pastures Subdivision at their meeting on November 13, 2012; and

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

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

Section 1. The minor subdivision record plat for Green Pastures Subdivision meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and is approved for filing.

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

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 22, Township 46 North, Range 12 West, Boone County, Missouri, being a portion of the land described by the Deed recorded in Book 2726 of Page 103 and Being more particularly described as follows: Beginning at an iron pin at the Southwest corner of the 3.43 acre Tract of land show by the Survey recorded in Book 1598 at Page 717, said point being located at a record dimension of S 87°57'50" E 58.08 feet and S 00°04'55" E 668.00 feet from the North Quarter corner of said Section 22; Thence South 87°11'16" East, along the South line of said 3.43 acre Tract, a distance of 348.69 feet to an iron pin; Thence South 09°53'36" East a distance of 462.50 feet to an iron pin at the Northeast corner of the Survey recorded in Book 479 at Page 267; Thence North 87°12'13" West, along the North line of said North line of said Survey, a distance of 439.29 feet to an iron pin; Thence North 01°24'03" East, along the East Right-of-way of Old Highway 63, a distance of 451.44 feet to the point of beginning. The above-described tract contains 4.08 acres, more or less.

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

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

Dated this _____ day of _____, 2012.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

AN ORDINANCE OF THE CITY OF ASHLAND, MISSOURI, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 9, PLANNING AND ZONING TO AMEND SECTION 9.298 "LOT SIZE TRANSITION CALCULATION" SO THAT THE SPECIFIC USES AND AVERAGE LOT SIZES OF ADJACENT RESIDENTIAL SUBDIVISIONS ARE CONSIDERED, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Staff has determined that the existing Section 9.298 is not functioning as intended and should be amended to take the specific uses and average lot sizes of adjacent residential subdivisions into account; and

WHEREAS, a Public Hearing on the question of the amendment has been duly held by the Planning and Zoning Commission of the City of Ashland, Missouri on November 13, 2012 and at such hearing, interested parties and citizens for and/or against the proposed amendments were heard; and

WHEREAS, the Board of Aldermen has reviewed the ordinance to be known as Chapter 9, Section 9.298 *Lot Size Transition Calculation*:

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

SECTION 1. AMENDMENT. Chapter 9; Planning and Zoning, Section 9.298 shall be amended to incorporate language regarding the specific uses and average lot sizes of adjacent residential subdivisions.

SECTION 2. CODE LANGUAGE. Section 9.298, *Lot Size Transition Calculation* shall read as follows:

9.298. Lot Size Transition Calculation

The total area of a proposed residential lot abutting an existing residential lot in neighboring subdivision plats shall be no less than the greater of either:

- (2) (1) The minimum lot area square footages called out in 9.295 or:
(3) (2) Eighty percent (80%) or more of the ~~area of the existing residential lot sharing~~ average lot size within the residential subdivision plat which shares linear footage with the proposed lot.

If 9.298 (2) prevails as the greater, the area of a proposed residential lot sharing linear footage with two or more existing residential lots in separate subdivision plats shall be calculated based on the ~~average area of the existing residential lots sharing linear footage with the proposed lot.~~ subdivision plat with the largest average lot size.

In cases where a street does or will separate a proposed residential lot from an existing residential lot in a neighboring plat, the proposed and existing residential lots shall be considered abutting.

In cases where required open space within a proposed residential lot in a neighboring plat, the proposed and existing residential lots shall be considered abutting, and the area of open space located between the two lots and within the extended lot lines of the proposed lot may be counted toward the required square footage of the proposed lot.

Those residential developments which abut existing residential uses of a greater intensity (i.e. two-family or multi-family dwellings) shall be considered exempt from this section for any lots which share linear footage with the more intense residential use.

SECTION 3. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the Board of Aldermen of the City of Ashland, Missouri, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Ashland, Missouri; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2012.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

AN ORDINANCE TO APPROVE THE SIX MONTH BUDGET REVISION FOR FISCAL
YEAR 2012-2013

WHEREAS, the City Administrator and City Treasurer has reviewed the revenue and expenditures for the first six months and has recommended budget amendments;

WHEREAS, The Board of Aldermen of the City of Ashland, Missouri is desirous of amending the budget approved by Ordinance 920; by revising the budget, the same containing estimated revenues and expenses in connection with the operation of the business and affairs of the said City for the current fiscal year, are as contained in the attached "Exhibit A" which is incorporated herein by reference.

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

Section 1. The City budget for fiscal year 2012- 2013 is hereby revised and a copy of the budget revisions, which are attached hereto as Exhibit "A", and by this reference incorporated herein as if more fully and completely set out, is hereby adopted.

Section 2. This ordinance shall be in full force and effect upon final passage and approval.

Dated this _____ day of _____, 2012.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

AN ORDINANCE OF THE CITY OF ASHLAND, MISSOURI, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 28; CODE ENFORCEMENT INSERTING ARTICLE IV - INSURANCE PROCEEDS-HOW HANDLED

WHEREAS, the City Staff has determined that an addition to the code is necessary due to set out the insurance proceeds of any insurance policy based upon a covered claim payment made for damage or loss to the building or other structure caused by or arising out of any fire, explosion or other causality loss; and

WHEREAS, the Board of Aldermen has reviewed the ordinance to be known as Chapter 28, Article IV- Insurance Proceeds- how handled;

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

SECTION 1. AMENDMENT. Chapter 28; Code Enforcement shall be amended to incorporate language regarding the insurance proceeds-how handled.

SECTION 2. CODE LANGUAGE. Article IV, Insurance Proceeds-how handled shall read as follows:

ARTICLE IV INSURANCE PROCEEDS-HOW HANDLED

- A. If there are proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure caused by or arising out of any fire, explosion or other casualty loss, the following procedure is established for the payment of up to twenty-five percent (25%) of the insurance proceeds, as set forth in this Subsection. This Subsection shall apply only to a covered claim payment that is in excess of fifty percent (50%) of the face value of the policy covering a building or other structure:
1. The insurer shall withhold from the covered claim payment up to twenty-five percent (25%) of the covered claim payment, and shall pay such monies to the City to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under this Chapter.
 2. The City will release the proceeds and any interest that has accrued on such proceeds received under subdivision (1) of this Subsection to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after receipt of such insurance monies, unless the City has initiated code enforcement action under the provisions of Chapter 28 of Ashland' Code of Ordinances. If the City has initiated such action, all monies in excess of that necessary to comply with the provisions Chapter 28 for the removal, securing, repair and clean up of the building or structure and the lot on which it is located, less salvage value shall be paid to the insured.
- B. If there are no proceeds of any insurance policy as set forth in Subsection (A) of this Section, at the request of the taxpayer, the tax bill may be paid in installments over a period of not more than

ten (10) years. The tax bill from the date of its issuance shall be a lien on the property and a personal debt against the property owner(s) until paid.

- C. This Section shall apply to fire, explosion or other casualty loss claims arising on all buildings and structures.
- D. This Section does not make the City a party to any insurance contract, and the insurer is not liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.
- E. The Administrative Official, or designee may certify that in lieu of payment of all or part of the covered claim payment under Subsection (A) that it has obtained satisfactory proof that the insured has removed or will remove the debris and repair, rebuild or otherwise make the premises safe and secure. In this event, the Administrative Official, or designee shall issue a certificate within thirty (30) days after receipt of proof to permit covered claim payment to the insured without the deduction pursuant to Subsection (A) of this Section. It shall be the obligation of the insured or other person making the claim to provide the insurance company with the written certificate provided for in this subsection provide the insurance company with the written certificate provided for in this Subsection.

SECTION 3. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity force, or effect of any other Section or part of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the Board of Aldermen of the City of Ashland, Missouri, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Ashland, Missouri; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the work "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2012.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

COUNCIL BILL NO. 2012-024

ORDINANCE NO.

AN ORDINANCE CORRECTING THE SPELLING OF GORDAN SETTER CIRCLE TO
GORDON SETTER CIRCLE IN SETTER'S KNOLL PLAT 2 SUBDIVISION

WHEREAS, The Board of Aldermen has received a request from the developer of Setter's Knoll Subdivision to rename the street name on their plat from Gordan Setter Circle to Gordon Setter Circle; and

WHEREAS, the Board of Aldermen of the City of Ashland deems it appropriate to re-name Gordan Setter Circle to Gordon Setter Circle to correct the spelling on the final plat; and

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

ARTICLE 1. The name of Gordan Setter Circle in Setter's Knoll Plat 2 Subdivision is hereby changed to Gordon Setter Circle.

ARTICLE 2. The City Clerk is hereby directed to record this with the Boone County Recorder and to notify the Boone County Emergency 911 department.

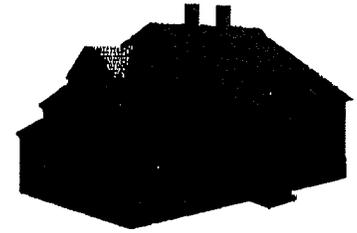
ARTICLE 3. This ordinance shall be in full force and effect after its passage and approval.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

Martin Builders, Inc.



9675 South Constien Road, Columbia, MO 65203
Phone: 573-657-4090 Fax: 573-657-5035

City of Ashland
109 Broadway
Ashland, MO 65010

November 23, 2012

We are writing to request that the spelling of the street, *Gordan Setter*, in the *Setter's Knoll* subdivision, be changed to *Gordon Setter*. It was incorrectly spelled on the plat, however, the breed is spelled *Gordon Setter* and you already have the street sign spelled *Gordon Setter*. This will eliminate any confusion for the City, Boone County and the homeowners. We apologize for this confusion, we just did not catch the error on the plat.

Sincerely,
Bill and Kim Martin
Martin Builders, Inc.

COUNCIL BILL NO. 2012-025

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY OF ASHLAND, MISSOURI TO EMPLOY AN ENGINEER TO ASSIST THE CITY OF ASHLAND IN DESIGN, CONSTRUCTION AND INITIAL OPERATION OF A WASTEWATER TREATMENT FACILITY SYSTEM IN THE CITY OF ASHLAND, MISSOURI AND SUCH OTHER ENGINEERING WORK AS MAY BE NEEDED IN CONJUNCTION WITH THE CONSTRUCTION AND INITIAL OPERATON OF THE WASTEWATER SYSTEM

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

The Mayor of the City of Ashland is hereby authorized to execute and enter on behalf of the City of Ashland an agreement for Engineering Services, a copy of which is attached hereto, with Allstate Consultants of Columbia, Missouri, to furnish advice, consultation and assistance in the design, construction and initial operation of a wastewater treatment facility system for the City for Ashland, Missouri, and such other engineering work as may be needed in connection with the design, construction and initial operation of the wastewater system. The compensation to be paid such Engineer is set out in the Agreement.

Passed by the Board of Aldermen of the City of Ashland, Missouri on this _____ day of _____, 2012.

Michael P. Jackson, Mayor

Attest:

Darla Sapp, City Clerk

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this _____ day of _____, 20____, by and between
City of Ashland, hereafter referred to as the OWNER,
and Allstate Consultants LLC hereinafter referred to as the
ENGINEER:

The OWNER intends to construct a
Mechanical Wastewater Treatment Plant
in Boone County, State of Missouri,
which may be paid for in part with financial assistance from the United States of America acting through
the United States Department of Agriculture, hereinafter referred to as Rural Development (RD), pursuant
to the Consolidated Farm and Rural Development Act, (7 U.S.C. 1921 et seq.) and for which the
ENGINEER agrees to perform the various professional engineering services for the design and
construction of said system.

WITNESSETH:

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

SECTION A – ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary engineering report following RD instructions and guides. The OWNER will receive progress reports from the ENGINEER regarding the completion of preliminary services. These services are to be completed in a reasonable time.
2. The ENGINEER will furnish 10 copies of the preliminary engineering report, and layout maps to the OWNER.
3. The ENGINEER will attend conferences with the OWNER, representatives of RD, or other interested parties as may be reasonably necessary.
4. After the preliminary engineering report has been reviewed and approved by the OWNER and by RD and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

5. The contract documents furnished by the ENGINEER under Section A-4 shall utilize RD-endorsed construction contract documents, including RD Supplemental General Conditions, Contract Change Orders, and Partial Payment Estimates. All of these documents shall be subject to RD approval. Copies of guide contract documents may be obtained from RD.
6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
7. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
8. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
9. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
10. The ENGINEER will review and approve, for conformance with the drawings and specifications, any necessary shop and working drawings furnished by contractors.
11. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
12. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
13. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the drawings and specifications.
14. Unless otherwise agreed, the resident inspector will be provided by the ENGINEER. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. In cases where the OWNER provides resident construction inspections, the ENGINEER will provide guidance to the OWNER'S resident inspector. The compensation for guidance of the OWNER'S resident inspector is

- included in the compensation under SECTION B. Qualifications and selection of the resident inspector shall be subject to the recommendation/acceptance of the ENGINEER and the concurrence of RD.
15. The ENGINEER will cooperate and work closely with RD representatives.
 16. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
 17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, RD, and others on a timely basis.
 18. The ENGINEER will make a final review prior to the issuance of the statement of completion of all construction and submit a written report to the OWNER and RD. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
 19. The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records, provided by the contractor during construction, and will be reviewed by the resident inspector taking into account the resident inspector's construction data.
 20. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
 21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of completion.
 22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workmen's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
 23. Upon written authorization from the OWNER, a copy of the RD Letter of Conditions, and an approved bond election, the ENGINEER will complete final plans, specifications and contract documents in a reasonable time. The OWNER will receive monthly progress reports from the ENGINEER regarding the completion of the plans, specifications and contract documents.
 24. The ENGINEER will conduct and handle all consultations, communications and negotiations between any contractor and the OWNER pertaining to the design, methods, materials, construction, inspection, payment and approval of the construction project.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of Fifteen Thousand Dollars (\$ 15,000.00) to be paid after review and approval of the preliminary engineering report by the OWNER and appropriate State Agency.

2. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of: (Select (a) or (b))
 - (a) Three Hundred Forty Thousand Dollars (\$ \$340,000.00) or
 - (b) As shown in Attachment 1

When Attachment 1 is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.

 - (c) Compensation under Item 2(a) shall not exceed the amount when compared with Compensation under Item 2(b):

3. The compensation for preliminary engineering report, design and contract administration services shall be payable as follows:
 - (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1 and 2, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by the OWNER, the Missouri Department of Natural Resources for Water and Sewer and RD.

RD loan and/or grant funds will not be available for eligible engineering costs until the RD loan and/or grant closing date. If interim payments for compensation are agreed to by the OWNER and the ENGINEER before loan and/or grant closing, such payments shall be the responsibility of the OWNER. Interim payments can be reimbursed by RD provided they represent an eligible engineering cost and RD funds are available for payment.
 - (b) A sum which together with the compensation provided in Section B 3(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
 - (c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made

when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-21 hereof.

4. No deduction shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages, or other amounts withheld from payment to contractors.
5. If the project is not financed by the RD, but is financed from other sources, all applicable provisions of this contract shall remain in effect. If financing is not accomplished or for any reason the project is abandoned, the OWNER and ENGINEER agree to negotiate a settlement as permitted by Law.

SECTION C – COMPENSATION FOR RESIDENT INSPECTION AS SET
FORTH IN SECTION A-14

When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit documentation showing the total dollar amount that reflects and details out the hourly amount plus any expense the Engineer would incur for resident inspection for the project and a resume of the resident inspector's qualifications, anticipated duties and responsibilities. Both the total dollar amount and the resume will be subject to the approval by the Owner and RD. The OWNER agrees to pay the ENGINEER for inspection services at an hourly amount plus expenses, to be agreed upon and approved by RD prior to the time construction contracts are awarded.

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

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of RD.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and RD, except redesigns to reduce the project cost to within the funds available.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental reports or environmental impact statements.
8. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.
9. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required. The dollar amount for this service will be determined after construction bidding and agreed to by the OWNER, ENGINEER and RD
10. Extra cost for contract administration engineering services, beyond the contractor's completion time, may be allowed upon adequate justification from the ENGINEER.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and approved by RD prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days from the date the bill is rendered.

NOTES/COMMENTS:

[This area contains a large, dense, and illegible pattern of characters, likely a scanning artifact or a placeholder for handwritten notes.]

SECTION E – INTEREST ON UNPAID SUMS

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

SECTION F – SPECIAL PROVISIONS

ATTACHMENT 1, MO. Addendum to the Agreement for Engineering Services has been attached hereto and is incorporated as a basic and integral part of this Agreement for Engineering Services.

SECTION G – APPROVAL BY RURAL DEVELOPMENT

1. This Agreement shall not become effective until approved by RD, except as specified in 2 and 3 below. Such approval shall be evidenced by the signature of a duly authorized representative of RD in the space provided at the end of this Agreement. The approval so evidenced by RD shall in no way commit RD to render financial assistance to the OWNER and is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of RD.
2. This Agreement may be signed by the OWNER and the ENGINEER, without RD approval, for services provided in Section A, Items 1 through 3, and the payment for services under Section B, Item 1.
3. This Agreement may be terminated by either party, without RD approval, by thirty days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of other than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination.

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

(SEAL)

ATTEST

Type Name Darla Sapp
Title City Clerk

(SEAL)

ATTEST

Type Name Marla Oglesby
Title Administrative Assistant

~~APPROVED:
UNITED STATES OF AMERICA
USDA, RURAL DEVELOPMENT~~

~~By _____
Type Name _____
Title _____
Date _____~~

OWNER: City of Ashland

By _____

Type Name _____

Title _____

Date _____

ENGINEER: Allstate Consultants LLC

By _____

Type Name Chad W. Sayre

Title PE, Vice-President

Date _____

FEE FOR PROFESSIONAL ENGINEERING SERVICES
 AS A PERCENTAGE OF NET CONSTRUCTION COST

Net Construction Cost of Entire Project	Table % Fee
40,000	14.05
50,000	13.63
60,000	13.29
70,000	13.02
80,000	12.78
90,000	12.58
100,000	12.40
200,000	11.29
300,000	10.68
400,000	10.27
500,000	9.96
600,000	9.72
700,000	9.52
800,000	9.35
900,000	9.20
1,000,000	9.07
1,500,000	8.58
2,000,000	8.25
2,500,000	8.00
3,000,000	7.81
3,500,000	7.65
4,000,000	7.51
4,500,000	7.39
5,000,000	7.28
5,500,000	7.19
6,000,000	7.11
6,500,000	7.03
7,000,000	6.96
7,500,000	6.89
8,000,000	6.83
8,500,000	6.78
9,000,000	6.72
9,500,000	6.68
10,000,000	6.63

Note 1: Enter table only on the line opposite the total Net Construction Cost for the entire project and then use the % fee from the table

A) This form is intended as a guide.

B) The schedule for basic engineering services includes:

- 1) Preliminary design services
- 2) Collection of field data
- 3) Final design services
- 4) Bidding or Negotiating services
- 5) Project management services during construction including periodic inspections.
- 6) Post Construction services

C) Where net construction costs fall between the figures above, the applicable percentage shall be determined graphically or by interpolation.

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

AN ADDENDUM, dated the _____ day of _____, 20____ to the *Agreement for Engineering Services dated the _____ day of _____, 20____*, by and between the City of Ashland, Missouri, hereinafter called "Owner" and Allstate Consultants LLC hereinafter called the "Engineer" for:

Mechanical Wastewater Treatment Plant – Sequencing Batch Reactor and all necessary appurtenances.

ADDED TO SCOPE OF WORK SECTION AND AMENDMENTS

1. The Engineer is responsible for preparation and the Owner is responsible for approval of the Preliminary Engineering Report/Facility Plan to be submitted to the Missouri Department of Natural Resources (MDNR).
2. It is understood by both parties that the Owner will coordinate all landowner meetings, negotiations and all public meetings. Easement preparation and acquisition services will be billed hourly.
3. The Engineer shall obtain all deeds, plats, and surveys as required for the Engineer to complete legal descriptions of new wastewater treatment facility site.
4. The Engineer shall provide construction phase services from the beginning of construction and extending for a period of one month after final acceptance of construction.
5. The Engineer shall provide an Operations and Maintenance Manual for the Mechanical Wastewater Treatment Plant to meet MDNR requirements.
6. The Engineer shall provide normal assistance with facility operations for the one-year certification period and based upon Contractor's performance.
7. The Allstate Consultants LLC – Rate Schedule shall be as shown as Attachment A to this addendum. The Rate Schedule is subject to annual revisions.

COMPENSATION FOR ENGINEERING SERVICES (SECTION B)

1. The following totals for engineering services for the Mechanical Wastewater Treatment Plant shall be considered "not-to-exceed" allowances. These amounts may be amended if authorized by the Owner and agreed to by both parties in writing and executed by amendment to the Contract.

Facilities Planning/Preliminary Engineering Report	\$15,000.00
Engineering Design.....	\$315,000.00
Contract Administration.....	<u>\$25,000.00</u>

Total Basic Engineering Services (Section B)..... \$355,000.00

Section B-2. The Engineering design and Contract Administration fee is based on an estimate of probable cost of \$4,200,000.00 for the mechanical wastewater plant with all services. If this scope increases more than 10%, the Engineer may be entitled to an increase in the design and contract administration fee.

2. Compensation for the Facilities Planning/Preliminary Engineering Report Services, Engineering Design & Contract Administration services for the Mechanical Wastewater Treatment Plant will be invoiced to the Owner monthly, on an hourly basis, up to the above noted not-to-exceed allowances. The Owner shall remit within 30 days of receipt of invoice. The following billing parameters will be followed for invoicing purposes.
 - A. 100% of the amount for Facilities Planning/Preliminary Engineering Report services upon Owner approval of the plan.
 - B. Up to 50% of the Engineering Design & Contract Administration fee upon Owner approval of preliminary plans.
 - C. Up to 80% of the Engineering Design & Contract Administration fee upon MDNR approval of final plans.
 - D. Up to 90% of the Engineering Design & Contract Administration fee upon award for construction of project.
 - E. Remaining 10% will be prorated upon completion of construction of the project
3. Any additional design services authorized or directed by the Owner will be billed hourly.
4. The scope of work for Section B will be completed within 180 days or less as controlled by the final form of finance selected by the City.

COMPENSATION FOR ADDITIONAL ENGINEERING SERVICES (SECTION D)

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

Additional Engineering Services

Mapping, Surveying, & Easements.....	\$25,000.00
Geotechnical Report and Soil Borings	\$20,000.00
Antidegradation & Stream Assessment Applications/Permits.....	\$30,000.00
Construction Engineering & Staking	\$100,000.00
Construction Testing.....	\$40,000.00
Construction Observation	<u>\$235,000.00</u>

Total for Additional Engineering Services (Section D): \$450,000.00

TOTAL PROFESSIONAL ENGINEERING SERVICES \$805,000.00

OWNER:

CITY OF ASHLAND, MISSOURI

Michael Jackson, Mayor

ATTEST:

Darla Sapp, City Clerk

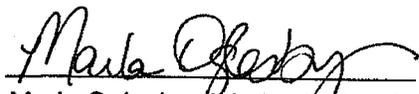
ENGINEER:

ALLSTATE CONSULTANTS LLC

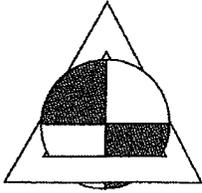


Chad W. Sayre, PE, Vice-President

ATTEST:



Marla Oglesby, Administrative Assistant



allstate consultants llc
Engineering • Planning • Surveying • Investigative • Geotechnical

November 14, 2012

Missouri Department of Natural Resources - Financial Assistance Center
P.O. Box 176
Jefferson City, MO 65102-0176

Re: **Clean Water State Revolving Fund (CWSRF) Loan Application**
Wastewater Treatment Facility Improvements
City of Ashland, Missouri

To Whom It May Concern:

Enclosed is one of the following:

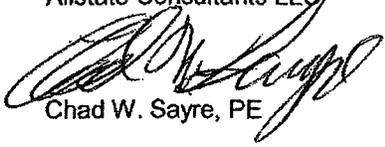
- The CWSRF Loan Application for the City of Ashland Wastewater Treatment Facility Improvements
- Exhibit A - Project Description with Map;
- Exhibit B - Estimated Costs;
- Exhibit C - Most recent financial statement;
- Exhibit D - Operating budgets for the past 5 years;
- Exhibit E - Missouri State Operating Permit (MSOP);
- Exhibit F - Notice of Violation - Letter of Warning
- Exhibit G - Anti-degradation Forms
- Exhibit H - Water Quality Review and Impact Summary, Ashland Wastewater Treatment Facility
- Exhibit I - Stream Evaluation for Southern Boone County

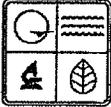
We are requesting on behalf of the City of Ashland that this project be included in the State Fiscal Year (SFY) 2014 Clean Water State Revolving Fund (CWSRF) Intended Use Plan (IUP).

If you have any questions regarding this application please don't hesitate to give me a call at 573.875.8799.

Sincerely,

Allstate Consultants LLC


Chad W. Sayre, PE



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM, FINANCIAL ASSISTANCE CENTER
CLEAN WATER STATE REVOLVING FUND LOAN APPLICATION

Submit to: P.O. Box 176, Jefferson City, MO 65102-0176
 ATTN: Financial Assistance Center

FOR OFFICE USE ONLY	
DATE RECEIVED	
PROJECT NUMBER	
PRIORITY POINTS	

This application is for a Clean Water State Revolving Fund Loan described in 10 CSR 20-4.040

APPLICANT INFORMATION

1. NAME OF APPLICANT City of Ashland		DUNS NUMBER 931568489	
<input checked="" type="checkbox"/> Incorporated Municipality <input type="checkbox"/> Public Water/Sewer District <input type="checkbox"/> Other:			
APPLICANT TELEPHONE NUMBER WITH AREA CODE (573) 657-2091 Ext.		APPLICANT FAX NUMBER WITH AREA CODE (573) 657-7018	
APPLICANT MAILING ADDRESS 109 E. Broadway			
CITY Ashland	STATE MO	ZIP CODE + FOUR 65010-0000	COUNTY Boone
AUTHORIZED REPRESENTATIVE NAME Mr. Kelly Henderson		AUTHORIZED REPRESENTATIVE TITLE City Administrator	
2. NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION Chad W. Sayre, PE		TELEPHONE NUMBER WITH AREA CODE (573) 875-8799 Ext.	
3. CONSULTING ENGINEER Allstate Consultants LLC, Chad W. Sayre, PE			
CONSULTANT MAILING ADDRESS 3312 LeMone Industrial Blvd.			
CITY Columbia	STATE MO	ZIP CODE + FOUR 65201	
CONSULTANT TELEPHONE NUMBER WITH AREA CODE (573) 875-8799 Ext.		CONSULTANT FAX NUMBER WITH AREA CODE (573) 875-8850	
4. POPULATION (CURRENT CENSUS) 3707		POPULATION OF AREA TO BE SERVED 6500 +/-	
5. STATE SENATE DISTRICT NUMBER(S) 19		STATE REPRESENTATIVE DISTRICT NUMBER(S) 44	

6. PROPOSED PROJECT INFORMATION

<input checked="" type="checkbox"/> Point Source Project		<input type="checkbox"/> Non-Point Source Project	
<input type="checkbox"/> Green Project Components (See Instructions)		Decentralized/Cluster Wastewater System	<input type="checkbox"/>
		On-Site System Rehabilitation/Replacement	<input type="checkbox"/>
		Other Non-Point Source Project	<input type="checkbox"/>

Project Description. Include Green Project Components, if applicable (Attach Engineering Report):
 See Exhibit A

PERMIT INFORMATION Factor A at 10 CSR 20-4.010(1)(A)

7. List National Pollutant Discharge Elimination System, or NPDES, Permit Number(s) of Water or Wastewater facilities affected by this project:		
0106844		
8. List Non-Permitted facilities to be eliminated by this project (attach list if necessary):		
Name	Population Served	Type and Condition of Facility

PROJECT COST INFORMATION

9. Cost Estimate Dated: 06/01/2012

Engineering Planning and Design	\$ 405,000.00
Engineering (Construction Phase)	\$ 140,000.00
Engineering Inspection	\$ 235,000.00
Land and Easements*	\$
Construction	\$ 4,200,000.00
Equipment	\$
SRF Closing Costs (estimate 3 percent)	\$ 126,000.00
Other Costs (specify) <small>Environmental, Admin., Legal, and Financial</small>	\$ 285,000.00
Contingencies	\$ 294,000.00
Total Project Costs	\$ 5,685,000.00
Funding From Other Sources	\$ 50,000.00
Funding Request (this application only)	\$ 5,635,000.00

10. Cost Breakdown for Designated Categories

I. Secondary Treatment	\$
II. Advanced Treatment	\$ 5,685,000.00
III.A. Inflow/Infiltration Correction	\$
III.B. Sewer Rehabilitation	\$
IV.A. Collection Sewers	\$
IV.B. Interceptor Sewers	\$
V. Combined Sewer Overflow Correction	\$
VI. Storm Water	\$
VII. Non-Point Source	\$
Total Project Costs	\$ 5,685,000.00

* These costs are generally not eligible for CWSRF funding.

11. DEBT INSTRUMENT

A. Bonds	B. Capital Improvements Sales Tax
Date of Bond Election	Date of Election
Type of Bond	Dedicated? <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Bond \$	Sunset Provision? <input type="checkbox"/> Yes <input type="checkbox"/> No

C. Other (specify):

12. APPLICANT FINANCIAL INFORMATION Factor C at 10 CSR 20-4.0(10)(A)3

A. Median Household Income (from census) \$34,750.00	
B Current monthly sewer use rate (for 5,000 gallons) \$27.37	Proposed sewer rate (for 5,000 gallons) \$48.00
C Sewer revenues for most recent year ended \$485,488.00	Most recent year's date of data used 04/30/2011
D. Sewer operating expenditures for most recent year \$233,798.00	

13. BOARD TRAINING Factor C at 10 CSR 20-4.0(10)(A)3

List any board training(s) related to wastewater utility management that current board members have attended in the last three years:

14. WATERSHED INFORMATION Factors A at 10 CSR 20-4.010(1)(A) and Factor B at 10 CSR 20-4.010(1)(A)5

WATER BODY AFFECTED BY PROPOSED PROJECT Tributary to Foster Branch and Fowler Creek	<input type="checkbox"/> Check if this is the receiving water body <input type="checkbox"/> Check if the body is classified <input checked="" type="checkbox"/> If affected water body is not classified, provide the nearest downstream water body
---	---

Is proposed project identified in a multi-jurisdictional area watershed plan? Yes No If yes, provide a copy of the plan.

Does the proposed project serve more than one community? Yes No If yes, identify communities:

--	--	--

Does the proposed project eliminate the need for multiple wastewater treatment facilities? Yes No

Does the proposed project address groundwater pollution? Yes No

GROUNDWATER IS USED FOR:

OTHER PROBLEMS ADDRESSED:

15. PROJECT TYPE (CHECK ALL THAT APPLY) Factor B at 10 CSR 20-4.010(1)(A)2

Combined sewer overflow/sanitary sewer overflow Number of overflows per year: _____

Wastewater Treatment Facility (specify) Has antidegradation report been submitted? Yes No N/A

New facility

Increase capacity/increase level of treatment

Rehabilitation/process improvement

Failing or failed on-site wastewater disposal system Percentage of systems failing: _____ %

On-site system replacement/rehabilitation

Construction of a decentralized wastewater system

New collection system

Collection system rehabilitation primarily to address inflow/infiltration

New collection system

Upgrade or expansion of existing collection system

Storm water detention

Agricultural Best Management Practice

Landfill capping, leachate collection, side slope seepage prevention and control system, and monitoring wells

The project addresses groundwater pollution by: Factors E at 10 CSR 20-4.010(1)(A)5

Addressing problems caused by petroleum storage tanks

Addressing problems caused by a hazardous waste site participating in the department's Voluntary Cleanup Program

Addressing water quality problems caused by inadequate landfill leachate collection systems

The project considers aquatic/riparian habitat by: Factor F at 10 CSR 20-4.010(1)(A)6

Including measures to restore aquatic/riparian habitat and/or to prevent aquatic/riparian degradation

16. PROJECT SCHEDULE (READINESS TO PROCEED) Factor C at 10 CSR 20-4.010(1)(A)3

Milestone	Anticipated Date
A. Antidegradation report submitted (for any new, expanded or upgraded wastewater treatment plant)	
B. Engineering Report and Facility Plan complete	12/15/2012
C. All other funding is secured (if necessary, bonds are voted)	04/10/2013
D. Engineering Plans and Specifications complete	08/01/2013
E. Construction start date	11/01/2013
F. Mandatory completion date (attach copy of compliance schedule)	

17. THE FOLLOWING INFORMATION IS REQUIRED BY 10 CSR 20-4.040(8) AND MUST BE INCLUDED WITH THIS APPLICATION FORM:

- A project summary that includes the need for the project :
 - The project components including maps or drawings showing the project location
 - A cost estimate including a cost breakdown
- The most recent financial statement
- Proposed project schedule including:
 - Construction start date defined as the date of notice to proceed
 - Construction completion
 - Initiation of operation
 - Project completion

18. SUPPLEMENTAL INFORMATION DOCUMENTATION MUST BE ATTACHED Factor C at 10 CSR 20-4.010(1)(A)3

- User charge system budgets showing revenues and expenses for the past five years.
- Documentation showing that an inflow/infiltration reduction program has been in place for the fast five years.
- Water or Energy Conservation Plan
- Proposed project is specifically identified in the applicant's master wastewater or capital improvement plan. (Master wastewater or capital improvement plan should be for a period of five or more years).
- Documentation indicating the percentage of failed on-site wastewater disposal systems to be replaced or rehabilitated.

CERTIFICATION:

The undersigned representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a loan is awarded on the basis of this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the loan agreement. Incomplete applications will be returned.

SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Kelly Henderson</i>	DATE 11-14-2012
NAME AND OFFICIAL TITLE (TYPE OR PRINT) Kelly Henderson, City Administrator	TELEPHONE NUMBER WITH AREA CODE (573) 657-2091 Ext.

PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER <i>Chad Sayre</i>	DATE 11/15/12
NAME AND TITLE (PRINT OR TYPE) Chad Sayre, PE	TELEPHONE NUMBER WITH AREA CODE (573) 875-8799 Ext.

EXHIBIT A

WASTEWATER TREATMENT FACILITY IMPROVEMENTS ASHLAND, MISSOURI

PROJECT SUMMARY

The City has in recent years experienced an increase in demand of all of their public facilities. Most evident the demands placed on their wastewater system. Those demands stem from not only population growth, but also from additional stringent effluent requirements. Ashland is located within numerous "classified" streams and nearby state parks and federally owned forestland. These requirements have made the possibility for expansion difficult.

Currently, the system has not been meeting performance criteria and effluent limits as set forth by the Missouri State Operating Permit. In order to satisfy the facility requirements a new 0.65 to 0.75 MGD mechanical wastewater treatment facility would need to be constructed on existing City property. Concrete treatment basins would be constructed on the site next to the existing lagoon. The existing lagoon basin would be potentially used for sludge return and storage. Existing mechanical equipment would also be incorporated into system. The facility would be an advanced treatment type facility such as a sequencing batch reactor (SBR) system, oxidation ditch, or extended aeration system to meet current or more stringent effluent criteria. Reinforced concrete would be utilized as a major component. Sludge dewatering facilities are not included in the project and liquid sludge is assumed to be hauled and land applied by the City.

EXHIBIT B

**WASTEWATER TREATMENT PLANT
ASHLAND, MISSOURI**

**PRELIMINARY PROJECT COST ESTIMATE
MECHANICAL TREATMENT PLANT - SEQUENCING BATCH REACTOR (SBR)**

JUNE 2012

Revised: NOVEMBER 30, 2012

Item Description	Quantity	Units	Unit Cost	Total
A. Construction Costs (0.65 to 0.75 Mechanical Treatment Plant)				
1. Mobilization - Insurance, Bonding, Etc.	1	Ea.	\$ 50,000.00	\$ 50,000.00
2. Headworks	1	Ea.	\$ 175,000.00	\$ 175,000.00
3. Piping	1	Ea.	\$ 100,000.00	\$ 100,000.00
4. Pump Station Batch System Treatment Pumps/Tankage	2	Ea.	\$ 1,000,000.00	\$ 2,000,000.00
5. Flow Equalization Basin	1	Ea.	\$ 450,000.00	\$ 450,000.00
6. Discharge Structure (UV Disinfection)	1	Ea.	\$ 400,000.00	\$ 400,000.00
7. Lab and Operations Building	1	Ea.	\$ 350,000.00	\$ 350,000.00
8. Blower Building	1	Ea.	\$ 100,000.00	\$ 100,000.00
9. Sludge Handling Facility & Equipment	1	Ea.	\$ 250,000.00	\$ 250,000.00
10. Sludge Hauling / Land Application	1	Ea.	\$ 200,000.00	\$ 200,000.00
11. Access Road & Stormwater Improvements	1	Ea.	\$ 75,000.00	\$ 75,000.00
12. Finish Grading, Seeding, Mulching, Inc.	1	Ea.	\$ 50,000.00	\$ 50,000.00
Subtotal - Construction Costs:				\$ 4,200,000.00
B. Engineering Services				
1. Preliminary Engineering Report & Facility Plan				\$ 15,000.00
2. Engineering, Planning, and Design				\$ 315,000.00
3. Mapping, Surveying, & Easements				\$ 25,000.00
4. Construction Engineering & Staking				\$ 100,000.00
5. Construction Observation				\$ 235,000.00
6. Geotechnical Report				\$ 20,000.00
7. Construction Testing				\$ 40,000.00
8. Administration				\$ 25,000.00
9. Antidegradation & Stream Assessment				\$ 30,000.00
Subtotal - Engineering Services:				\$ 805,000.00
C. Other Professional Services, Contingencies, & Misc. Costs				
1. Legal & Bonding, Closing & Miscellaneous Costs				\$ 100,000.00
2. Financial Advisor				\$ 50,000.00
3. Attorney				\$ 50,000.00
4. Environmental Report				\$ 10,000.00
5. Interest During Construction				\$ 50,000.00
6. Construction Contingencies @ 5% Construction Costs				\$ 210,000.00
7. Inflation Contingencies @ 5% Construction Costs				\$ 210,000.00
Subtotal - Other Prof. Services, Contingencies, & Misc. Costs:				\$ 680,000.00
Total Project Costs:				\$ 5,685,000.00
Project Cost Range: \$4,800,000 to \$6,000,000				

CITY OF ASHLAND
CANDIDATE FILING NOTICE

BEGINNING TUESDAY, DECEMBER 11, 2012 AT 8:00 A.M. ANY QUALIFIED PERSON WISHING TO HAVE HIS OR HER NAME ON THE APRIL 02, 2013 BALLOT AS A CANDIDATE FOR ONE OF THE FOLLOWING OFFICES MUST FILE WITH THE CITY CLERK AT ASHLAND CITY HALL AT 109 EAST BROADWAY BY 5:00 P.M., TUESDAY, JANUARY 15, 2013.

CITY OF ASHLAND

OFFICES

ALDERMAN-WARD ONE

ALDERMAN-WARD TWO

ALDERMAN-WARD THREE

TERM

TWO YEARS

TWO YEARS

TWO YEARS

DARLA SAPP, CITY CLERK

Publish: November 28th, December 5th, 2012 January 2nd, January 9th 2013