City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
101 West Broadway
Ashland, Mo. 65010
7:00 p.m. Tuesday, September 19, 2023

I. INTRODUCTORY ITEMS

Pledge of Allegiance
Roll Call
Approval of September 05, 2023 meeting minutes
Approval of the Agenda

II. SPECIAL ITEMS

a. None

III. APPOINTMENTS TO BOARD AND COMMISSIONS

a. None

IV. SCHEDULED PUBLIC COMMENT

a. None

(Written request must be received by the City Clerk by Wednesday before the meeting date)

V. PUBLIC HEARING

a. None

VI. INTRODUCTION AND FIRST READING

a. Council Bill No. 2023-032, an ordinance approving the final plat for Forest Park Plat 2-A

VII. OLD BUSINESS

a. Council Bill No. 1454, an ordinance approving Forest Park Plat No. 3 preliminary plat (tabled from 9-05-2023)

VIIII. NEW BUSINESS

a. A resolution entering into an engineering agreement with Christina Luebbert of Luebbert Engineering for engineering services for Angel Lane
b. A resolution authorizing the Mayor to execute Change Order No. 1 to M & M Landscaping and Construction, LLC contract for the Perry Avenue Extension Project
c. A resolution authorizing the Mayor to issue a notice to proceed to M & M Landscaping and Construction, LCC as part of the Perry Avenue Extension Project

II. REPORTS

a. Mayor's report
b. City Administrator's report
c. City Attorney's report

d. Public Works Director's monthly report
e. Community Development Director's monthly report
f. Board of Aldermen report

III. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF

IV. VOTE TO GO INTO CLOSED SESSION PURSUANT TO RSMO. CHAPTER 610.021(3) Hiring, firing, disciplining or promoting of particular employees (1) legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney

I. GO BACK IN OPEN SESSION AND REPORT ACTION TAKEN/IF ANY

II. ADJOURNMENT

Members of the public may attend any open meeting. For requests for accommodations related to disability, Please call 573-657-2091 or email cityclerk@ashlandmo.us
In order to assist staff in making the appropriate arrangements for your accommodation, please make sure your request as far in advance of the posted meeting date as possible.

Posted: 09 -15-2023 @ _____

Draft agenda subject to change up to 24 hours prior to the time of the meeting.

SEPTEMBER 05, 2023
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT COPY NOT APPROVED BY BOARD

Mayor Slinker called the regular meeting to order at 7:00 p.m. on September 05, 2023 at 101 West Broadway.

Mayor Slinker led in the pledge of allegiance.

Mayor Slinker called the roll:

Ward One:	Nathan Volkart-present, Loren Plank-present
Ward Two:	Melissa Old-present, Stephanie Bell-absent
Ward Three:	Rick Lewis-present, David Wilson-present

Staff Present: Darla Sapp, City Clerk, Kyle Michel, City Administrator, Todd Smith, City Attorney, James Creel, Public Works Supervisor, Darin Ratermann, Community Development Director, Scott Young, Interim Police Chief & Shelley Martin, Treasurer.

Mayor Slinker presented the minutes of the August 15, 2023 meeting for consideration. Alderman Wilson made motion to approve the minutes as presented. Alderwoman Old seconded the motion. Mayor Slinker called for the vote. Motion carried.

Mayor Slinker presented the agenda for adjustment or approval. Alderwoman Old made motion and seconded by Alderman Lewis to approve the agenda as amended. Mayor Slinker called for the vote. Motion carried.

Mayor Slinker reminded everyone a written request must be made the Wednesday prior to the meeting with the City Clerk to appear before the board.

Mayor Slinker presented Ordinance No. 1453, an ordinance to change the zoning of a parcel of land from R-1 (single family) to I-L (Light Industrial) and R-3 (high density residential) for Corey Myers Development, LLC. Mayor Slinker called for the staff report. Darin Ratermann, Community Development stated the staff opinion for Forest Park Phase 3 rezoning and preliminary plat was included in the packet. He stated while conducting research for other projects, staff discovered section 11.205-9 of our Subdivision regulations that was not applied to Forest Park Phase 3 during initial engineering review. In light of this code section, staff cannot recommend approval of the rezoning request or preliminary plat as both would conflict with the requirements of 11.205.9. He stated the code section reads as follows: Subdivision intended for commercial or industrial use shall have access to a collector street, but shall not have direct access to any residential collector street under any circumstances, except in the case of appropriately separated planned retail centers. He stated Forest Park Phase 3 conflicts with this section of the City Code due to proposed light industrial zoned properties having direct access to Yellowstone Drive and Ashley Drive. Both of which would be classified as residential collectors. Darin Ratermann stated both Corey Myers, and his engineer have been informed of this discovery and staff provided recommended changes to address the code conflict. He also added the Southern Boone County Fire Protection District, Fire Marshal letter is included that states that Forest Park Phase 3 does not provide the access that meets the remote access requirements set in the 2018 International Fire Code Appendix D. In order to develop phase 3 the developer will need to provide an approved and guaranteed development plan providing information to satisfy the code requirements or an approved and guaranteed plan to move forward with future development that will lead to a second means of access within a reasonable period. He reported this issue has come up a few times in the past. Mayor Slinker called for questions or comments from the Board. Alderman Plank

questioned what is defined as a collector street. Darin Ratermann stated it is defined by size and the amount of traffic. Corey Myers questioned what Salter's Lawn Care property is zoned since it is on the same street access. Darin Ratermann stated that traffic does not go through a residential district to get to this. Darin Ratermann stated a remedy would be to get a second access through the Ranken properties. Kyle Michel stated the fire department is not going to support this. Cory Bergthold asked if he could address a few items. He stated the code section is referring to subdivision requirements. He stated this is a preliminary plat not a final subdivision of the property. He stated they know a second point of access has to be made. He stated the commercial and industrial could not be developed until the second access is in. He stated they just learned of this issue late last week and has not had time to prepare a response to this. The second access was discussed at great length. Corey Myers stated he is in the process of getting access through Ranken. Mayor Slinker called for a motion. Alderman Volkart made motion and seconded by Alderman Wilson to approve Ordinance No. 1453, an ordinance to change the zoning of a parcel of land from R-1 (single family) to I-L (Light Industrial) and R-3 (high density residential) for Corey Myers Development, LLC. Mayor Slinker called for the vote. Alderman Volkart-aye, Alderman Plank-nay, Alderwoman Old-aye, Alderwoman Bell-absent, Alderman Wilson-nay, Alderman Lewis-aye. Motion failed with a three to two vote.

Mayor Slinker presented Ordinance No. 1454, an ordinance approving Forest Park Plat No. 3 Preliminary Plat. Mayor Slinker called for questions or comments from the Board. Mayor Slinker called for a motion. Alderman Volkart made motion and seconded by Alderwoman Old to table Ordinance No. 1454, an ordinance approving Forest Park Plat No. 3 Preliminary Plat until we can have a full Board. Mayor Slinker called for the vote. Alderman Lewis-aye, Alderman Wilson-aye, Alderwoman Old-aye, Alderman Plank-nay, Alderman Volkart-aye. Motion carried.

Mayor Slinker presented a Resolution authorizing the Mayor to execute the declaration of deed restriction for the park. Mayor Slinker called for the staff report. Shelley Martin, Treasurer stated the project has concluded and she is doing the close out paperwork. She stated the Department of Natural Resources required the deed to be signed and recorded in order to close out the LWCF grant for the ball field project. As part of the close out paperwork, the Department of Natural Resources requires that we record a deed for the entire property that was submitted for the grant (the entire 11 acres of the park) which is three separate parcels. She stated the deed document is from DNR. She wanted to make sure the Board understands the deed basically puts restrictions on what the property can be used for an length of time of the City must maintain said property. She stated this is fifty years. She explained that she was not employed here at the time this grant was done and she was not sure the Board knew this expectation of the grant obligations. Mayor Slinker called for questions or comments from the Board. Mayor Slinker called for a motion. Alderwoman Old made motion and seconded by Alderman Lewis to approve the resolution authorizing the Mayor to execute the declaration of deed restriction for the park. Mayor Slinker called for the vote. Alderman Volkart-aye, Alderman Plank-aye, Alderwoman Old-aye, Alderwoman Bell-absent, Alderman Wilson-aye, Alderman Lewis. Motion carried.

Mayor Slinker presented a Resolution authorizing Change Order #1 to M & M Landscaping and Construction, LLC for the Main Street project. Mayor Slinker called for the staff report. James Creel, Public Works Director reported this is a change order for various items regarding the S Main Street waterline and resurfacing project. He stated the past month the contractor has been working on this project. He stated the waterline portion of the project is nearly complete , with the road resurfacing portion remaining. During the course of this project, several deficiencies have been discovered. In efforts to prevent future repairs and provide a quality end result on this project, various repairs and additional paving are needed. He stated several culverts were deficient, raising of multiple sewer manholes on S Main Street and repairs to existing sewer lateral that was damaged during S Main Street sidewalk project in 2019 and repairs to existing sidewalk to gain ADA compliance (S Main Street and E Johnson Ave-east side) and additional paving of Laurel Lane, Wilson Lane, currently in poor condition due to multiple water line repairs of last several

years and Watson Court. Mayor Slinker called for the questions or comments from the Board. Alderwoman Old questioned how much longer the project was going to last. James Creel anticipated 2 to 4 weeks. Cory Bergthold asked if James Creel could discuss the sewer issue again. James Creel discussed this in detail. Corey Bergthold questioned why the sewer manholes was not included in the bid? He stated some contractors bid low then make change orders to get more money. Stephen Lin of Allstate Consultants briefly went over the change order on the valves. He stated the fire hydrant sets that was missed on the bid forms but on the plans. Stephen Lin addressed replacing an additional service line on Watson Court that came up during construction. He stated this also includes future service on Main Street where the carwash is located since this will be removed and will have mixed units. He stated this would save the street from getting torn up in the future. Mayor Slinker asked where this was in the change order. Stephen Lin reported 6.23 and 6.28. Mayor Slinker called for a motion. Alderman Plank made motion and seconded by Alderwoman Old to approve the Resolution authorizing change order #1 to M & M Landscaping and Construction, LLC for the Main Street project. Mayor Slinker called for the vote. Alderman Lewis aye, Alderman Wilson-nay, Alderwoman Old-aye, Alderman Plank-aye, Alderman Volkart-aye, Alderwoman Bell-absent. Motion carried.

Mayor's Report:
Mayor Slinker complained of the grass/weeds grown up on Broadway that needs to have round up on them. He also questioned when Broadway parking area would be restriped. He also asked that the handicapped and regular parking be looked at. James Creel stated he could get a price on the restriping and get back with the Mayor on this. Mayor Slinker also asked if the owner of the old Skyline Café has been addressed about the tall grass in the back of lot. Darin Ratermann stated he has been notified. Mayor Slinker informed the Board that Yummy Yo's would be opening soon.

City Administrators Report:
Kyle Michel reported the City Clerk would be on vacation from September 8 thru the 25th. He informed the Board the Fall Festival is this Saturday and advised them of the car show as well as the best dressed dog contest.

City Attorney's report:
Todd Smith reminded the Board of the MML conference that starts on Sunday the 10th through Tuesday. He stated his firm will have two booths and he would be going to be giving a presentation on the Officer's Bill of Rights.

Interim Police Chief monthly report:
Scott Young stated his report went out later than the packet. He gave the total activity number of 561, which is broken down in categories in the report. He asked the Board for any questions.

Board of Aldermen report:
Alderman Plank stated he received a complaint from a resident about receiving a notice from the Post Office that the mailboxes on N. Henry Clay Blvd. by the Boone Corner will need to be moved to Redbud. Kyle Michel stated he believed this was part of Boone Corner development that these would be relocated at the developers expense.

Alderwoman Old stated all she had was to remind everyone of the Fall Festival this Saturday.

Mayor Slinker called for comments by the public, Aldermen or staff.

Mayor Slinker called for a motion to go into closed session pursuant to CHAPTER 610.021(3) Hiring, firing, disciplining or promoting of particular employees (1) legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a

public governmental body or its representatives and its attorney. Alderman Wilson made motion and seconded by Alderman Volkart to make a motion to go into closed session pursuant to Chapter 610.021 (3) and 610.021 (1) at 7:35 p.m.. Mayor Slinker called for the vote. Alderman Volkart-aye, Alderman Plank-aye, Alderwoman Old-aye, Alderwoman Bell-absent, Alderman Wilson-aye, Alderman Lewis-aye. Motion carried.

Mayor Slinker reported there was no reportable action taken.

Mayor Slinker called for a motion to adjourn the meeting. Alderman Volkart made motion and seconded by Alderman Wilson to adjourn the meeting at 8:09 p.m. Motion carried.

Darla Sapp, City Clerk

Dorise Slinker, Mayor

COUNCIL BILL NO. 2023-032 ORDINANCE NO.

AN ORDINANCE APPROVING FOREST PARK PLAT NO. 2-A

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 Forest Park Plat No. 2-A at their meeting on September 12, 2023 subject to the conditions attached and included herein; and

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

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

Section 1. The final plat of Forest Park Plat No. 2-A dated August 29, 2023 meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording subject to the conditions attached and included herein.

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

A subdivision located in the SW ¼ of Section 14, T46N, R12W, Ashland, Boone County, Missouri being part of tract 3 shown on a survey recorded in Book 4874, Page 122, Further described as follows:

Beginning at the southwest corner of Lot 131 of Forest Park Plat No. 1 recorded in Plat Book 53 Page 59. Thence along the lines of Lot C-1 of Forest Park Plat No 1 recorded in Plat Book 53 Page 59, N 75°22'40" W 95.50 feet; Thence S 35°26'40"E 152.35 feet; Thence N 89°19'40" E 336.54 feet; Thence S 23°54'50" E 203.69 feet; Thence leaving said Lot, S 50°01'20" W 331.87 feet; Thence S 70°48'30" W 53.70 feet; Thence S 48°46'30" W 125.00 feet; Thence N 44°13'50" W 78.20 feet; Thence n 50°14'10" W 78.55 feet; Thence N 54°46'00" W 86.22 feet; Thence along a curve to the right, having a radius of 200.00 feet. A distance of 36.27 feet; The chord being S 27°27'00" W 36.22 feet; Thence N 57°21'10" W 225.69 feet; Thence S 63°42'30" W 157.42 feet to the east line of Lakeview Estates Plat 7 recorded in Plat Book 39 Page 122; Thence along said line of N 2°18'50" E 348.97 feet to the southeast corner of East Ashland Plaza Plat 2 recorded in Plat Book 56, Page 43; Thence along said line, N 3°35'20" E 676.04 feet to the south right-of-way line of Blue Stream Drive; Thence along said line, along a curve to the left, having a radius of 125.00 feet, a distance of 18.26 feet; The chord being N 88°22'50" E 18.25 feet to the northwest corner of lot 150 of Forest Park Plat No. 1 recorded in Plat Book 53, Page 59; Thence along the lines of said Forest Park Plat No. 1 S 12°02'00" E 202.44 feet; Thence S 37°08'50" E 168.12 Feet; Thence N 68°07'00" E 116.59 feet; Thence N 84°01'00" E 53.54 feet; Thence S 87°33'00" E 148.16 feet; Thence 5 °6'20" W 136.68 feet to the north right-of-way line of Yellowstone Drive; Thence S 15°28'20" W 50.00 feet to the south right-of-way line of Yellowstone Drive; Thence along said line, along a curve to the left, having a radius of 300.00 feet; A distance of 35.16 feet; the chord being S 77°49'40" E 35.14 feet; Thence leaving said line S 8°48'50" W 125.00 feet to the point of beginning, and containing 12.09 acres.

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

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

Dated this _____day of _____, 2023.

_____
Dorise Slinker, Mayor

Attest:

_____
Darla Sapp, City Clerk

Conditions of Approval

1) Pursuant to Chapter 11.150 of the City Code of Ashland, Missouri, the developer shall be required to complete improvements, or to post security for the completion of such improvements prior to the approval of the Final Plat by the Board of Aldermen
2) The developer shall cause the improvements in Forest Park Phase 1 to be completed, or shall post security for the completion of such improvements, prior to the approval of the Final Plat by the Board of Aldermen
3) No building permits shall be issued on properties included in this final plat until such time as all improvements are completed in accordance with the City Code of Ashland, Missouri and accepted as public improvements by the Board of Aldermen.

Community Development

Land Use Staff Report

DATE: September 19, 2023
TO: Board of Aldermen
FROM: Darin Ratermann, Community Development
SUBJECT: Final Plat of property known as Forest Park Subdivision Plat 2-A

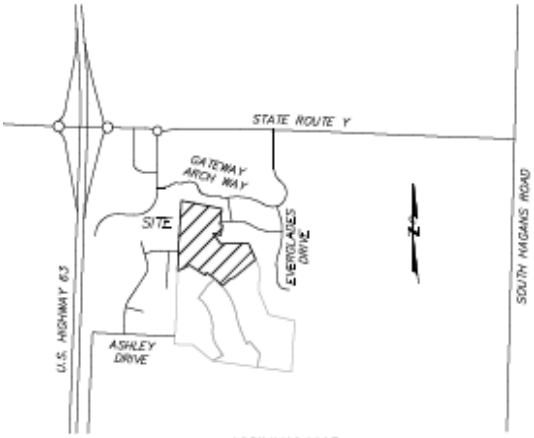
The purpose of this report is to provide you with information regarding a request for Final Plat 2-A for the proposed Phase 2 of Forest Park subdivision. The property owner is P&M Properties LLC. The submitting firm is Engineering Surveys and Services. Christina Luebbert of Luebbert Engineering performed the review on behalf of the city.

GENERAL INFORMATION

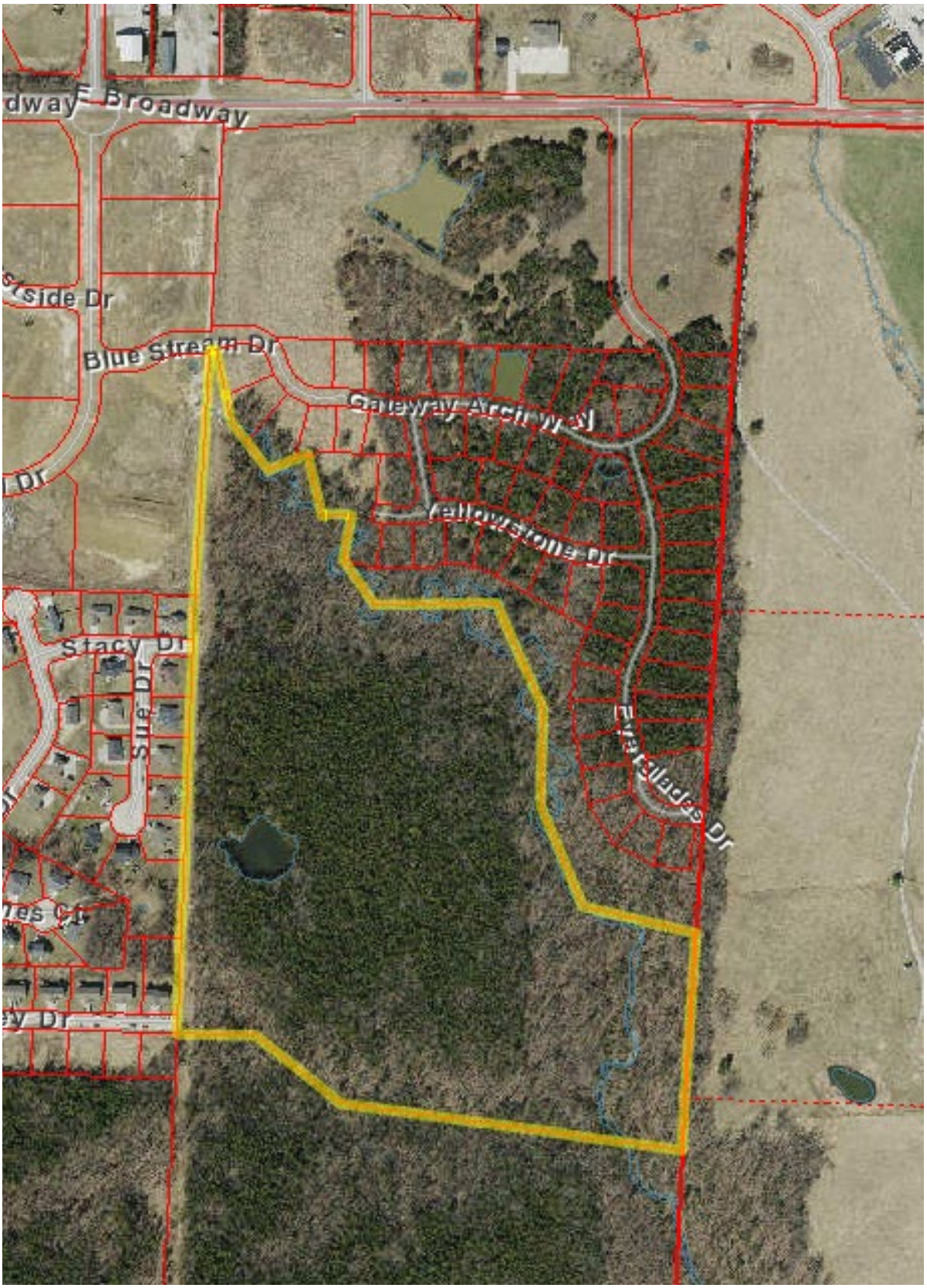
Parcel Information. 24-600-00-00-003.03 01

Parcel Size / Physical Characteristics. The subject property is Plat 2-A of the current Forest Park subdivision. This phase will be the north quarter of the 39.71-acre parcel known as Phase 2. This property is south of Route Y and east of the proposed Perry Avenue extension. It will tie into the Lakeview Estates by way of Stacy Drive to the west. It will tie in to Forest Park Phase 1 by way of Yellowstone Drive to the east.

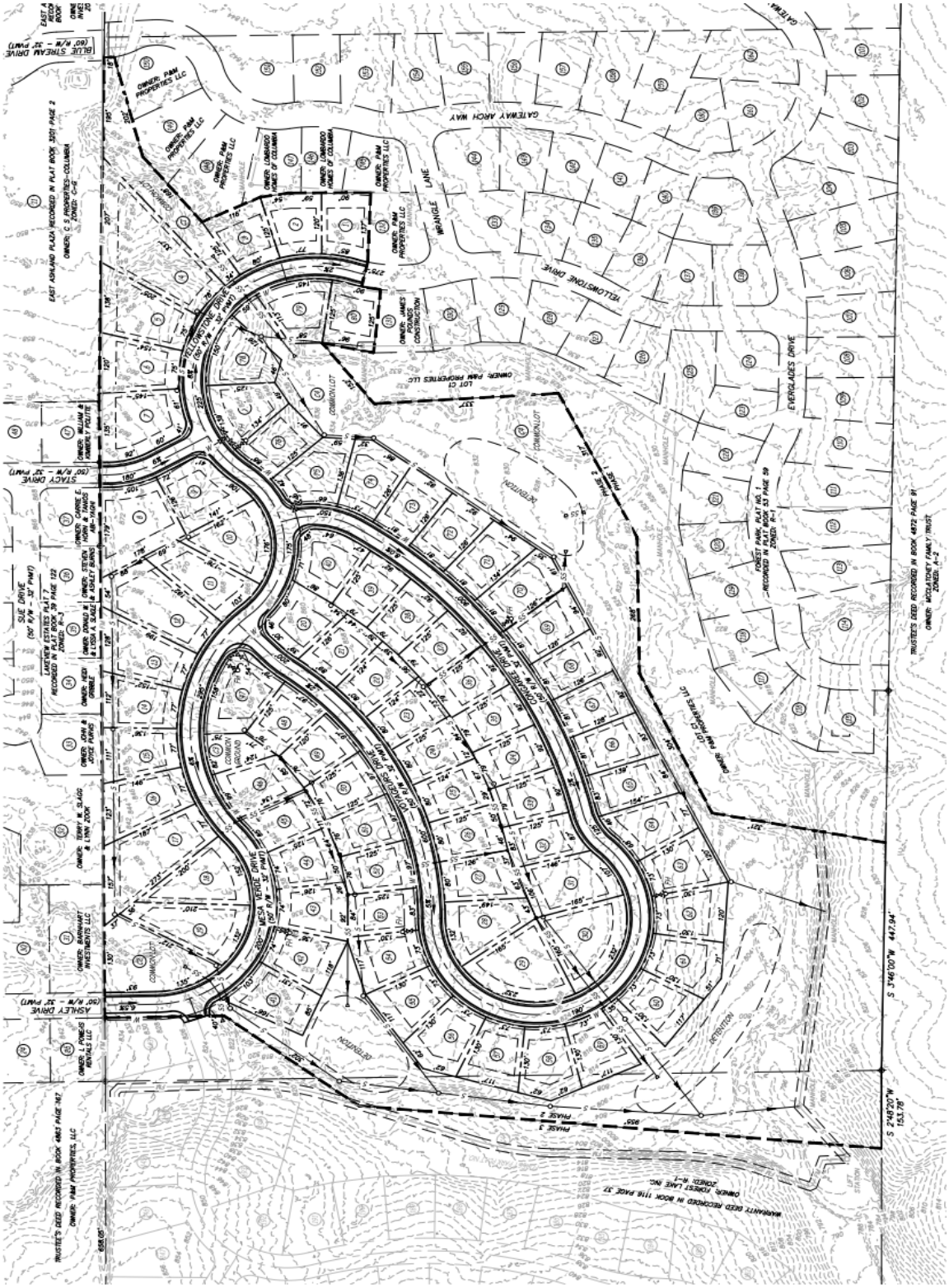
Zoning Classification. R-1 (Single Family Residential)



VICINITY MAP
NOT TO SCALE

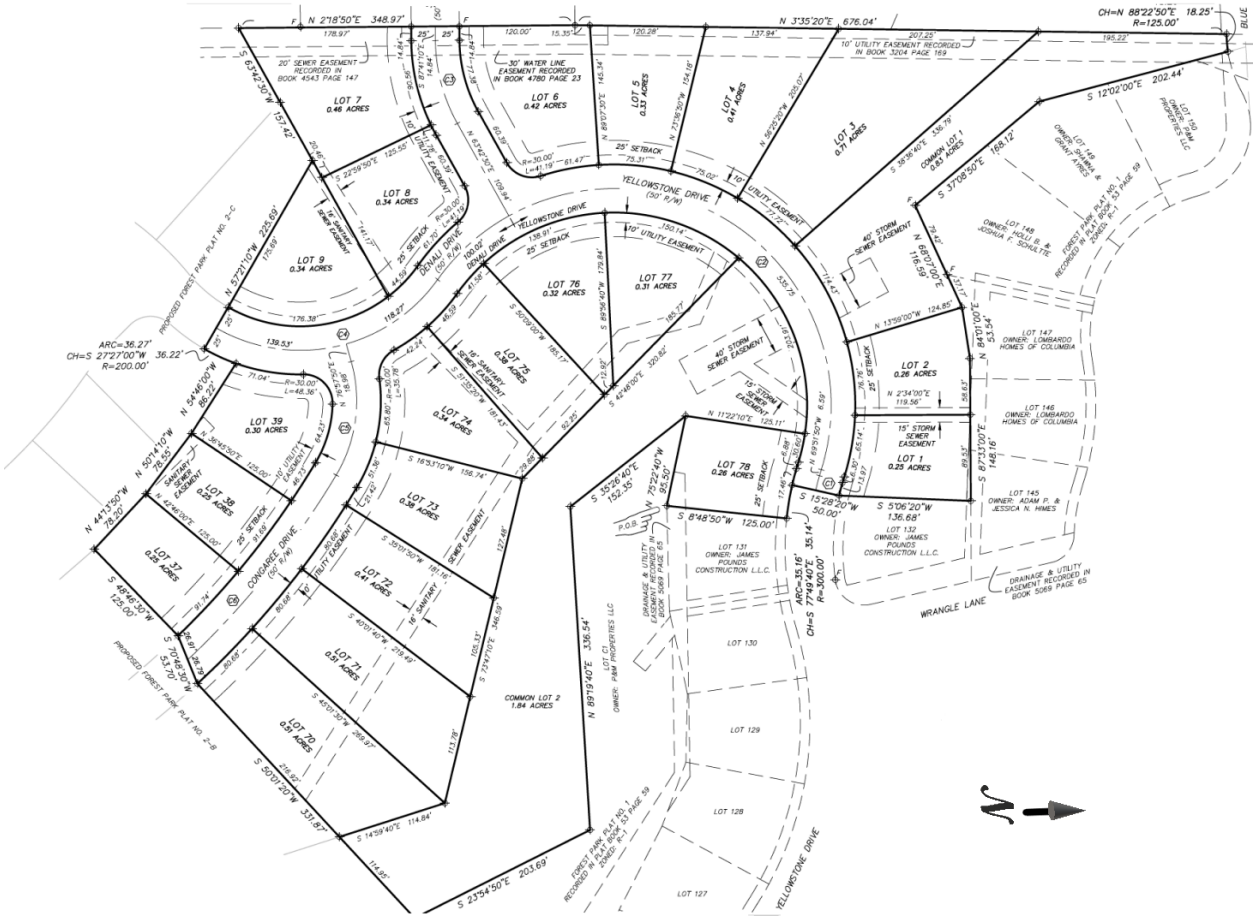

E Broadway
Blue Stream Dr
Gateway Arch Ct
Yellowstone Dr
Stacy Dr
Sue Dr
Versailles Dr

AREA MAP



N

FOREST PARK PLAT 2 PRELIMINARY PLAT



FOREST PARK PLAT 2-A

ANALYSIS

The Preliminary plat for the overall phase 2 was approved by the Board of Aldermen on April 5, 2022. The proposed final plat known as 2-A consists of 21 lots for single-family homes, ranging in size from .25 acres to .71 acres. This phase will tie in to Stacy Drive, to the west, at the intersection of Yellowstone and Denali. The curb profile will be roll back and the street surface will be asphalt. Many discussions took place over the street surface material and although it is not preferred, it is permitted by code to use asphalt per chapter 12 appendix B-1 (Boone County detail 110.01 – 110.06). There are two common lots shown following the profile of Nichols Creek.

In previous developments within the City, there have been issues with the final acceptance of infrastructure and acceptance occurring in a timely manner. Staff and the developer are in agreement that it would be best for the infrastructure approval process of Phase 1/Plat 1 to be in process before the approval of this final plat would be considered. This acceptance process was initially delayed by the City's sewer camera being unavailable for inspection due to needing repairs. That necessary infrastructure inspection took place late last week, but the report for corrections needed has not been relayed to the developer as of yet. To prevent any delays on the part of the City, staff is of the opinion that a conditional approval may be considered for Phase 2, Plat 2-A.

CITY STAFF OPINION

After careful consideration staff is supportive of granting conditional approval for Forest Park Phase 2 Plat 2A. Staff recommends conditional approval being granted subject to the Developer addressing and remediating public infrastructure concerns in Phase 1 in accordance with City Code. Until such time as public infrastructure in Phase 1 is compliant with the requirements of City Code, no building permits shall be issued for Plat 2-A of Phase 2. Planning and Zoning voted to approve this Plat with this condition at the September 12th meeting. Code section 11.150, item 4 reads: The developer shall be required to complete improvements, or to post security for the completion of such improvements as hereinafter required, for that portion of the preliminary plat for which final plat approval is requested. (amended Ordinance No. 1014, 1-20-2015)

MEMORANDUM

DATE: September 13, 2023

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

The Planning and Zoning Commission recommends approval with conditions for Forest Park Phase 2-A Final Plat with parcel #24-600-00-00-003.03 to the City of Ashland Board of Aldermen. Conditional approval being granted subject to the Developer addressing and remediating public infrastructure concerns in Phase 1 in accordance with City Code. Until such time as public infrastructure in Phase 1 is compliant with the requirements of City Code, no building permits shall be issued for Phase 2 Plat 2A.

Leslie Martin
Administrative Assistant

COUNCIL BILL NO. 2023-031 ORDINANCE NO. 1454

AN ORDINANCE APPROVING FOREST PARK PLAT NO. 3 PRELIMINARY PLAT

WHEREAS, a preliminary plat for development of a subdivision was submitted to the City of Ashland; and

WHEREAS, the staff has reviewed the Preliminary Plat and recommends its approval; and

WHEREAS, The Planning and Zoning Commission has reviewed the revised preliminary plat for Forest Park Plat No. 3 and **did not recommend** the approval of the preliminary plat for Forest Park Plat No. 3 at their meeting on August 08, 2023.

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

Section 1. The Board of Aldermen has reviewed the revised preliminary plat and has determined that it conforms to the long-term land use strategy adopted by the City as part of its comprehensive plan.

Section 2. The Board of Aldermen approves the preliminary plat for Forest Park Plat No. 3.

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

Dated this _____day of _____, 2023.

_____
Dorise Slinker, Mayor

Attest:

_____
Darla Sapp, City Clerk

Certified as to correct form:

_____
Todd Smith, City Attorney

Community Development

Land Use Staff Report

DATE: August 15, 2023
TO: Board of Aldermen
FROM: Darin Ratermann, Community Development
SUBJECT: Forest Park Phase 3 Preliminary Plat

This report is to provide you with information regarding a Preliminary Plat. The property owner is Corey Myers Developments LLC; the submitting firm is Engineering Surveys and Services. Christina Luebbert of Luebbert Engineering performed the review.

GENERAL INFORMATION

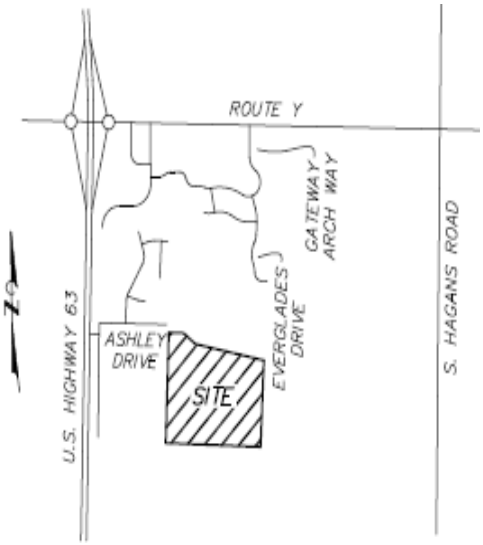
Parcel Information. 24-600-00-00-003.02 01.

Parcel Size / Physical Characteristics. The subject property is approximately 41.75 acres. This parcel is east of Perry Avenue and southeast of Ashley Drive.

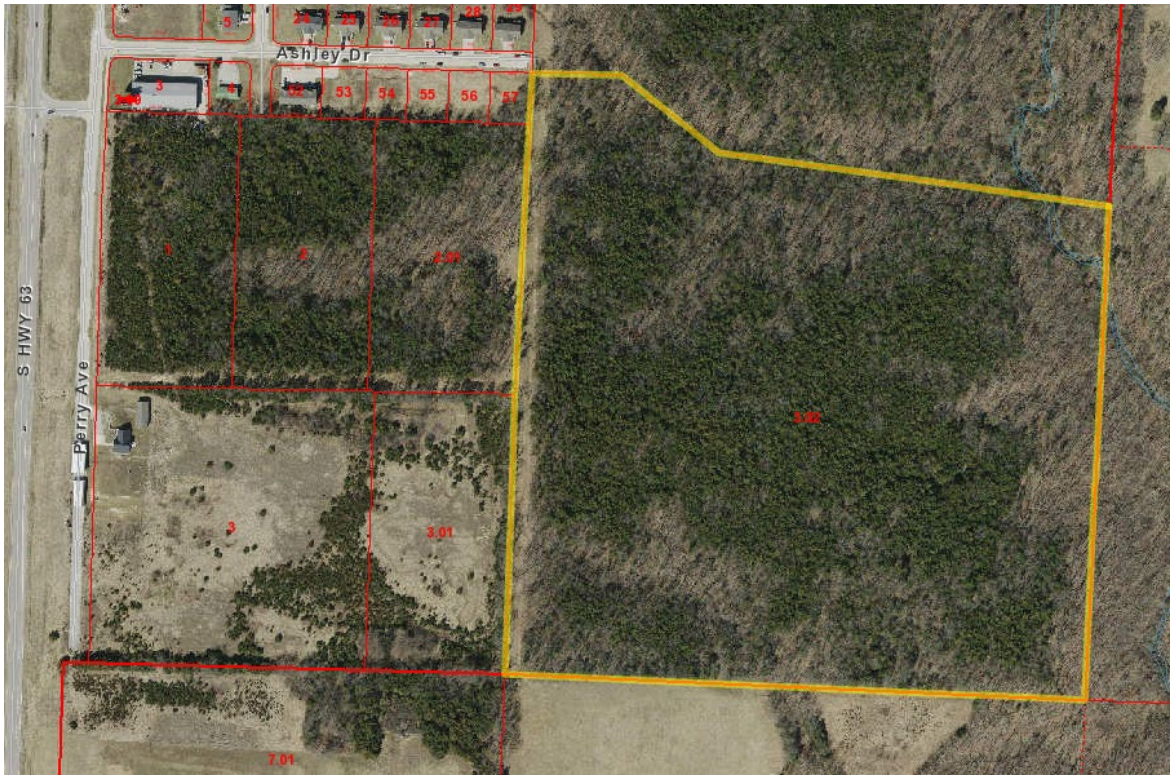
Zoning Classification. R-1 (Single Family Residential)

Proposed Zoning Classification: R-3 (High Density Residential)
I-L (Light Industrial)

VICINITY MAP



LOCATION MAP



PRELIMINARY PLAT

ANALYSIS

When originally annexed this parcel was anticipated to be R-1. This proposal has lot 2 as one 20-acre parcel, intended for High Density Residential. The remaining lots, ranging in size from 1.2 to 4 acres, are intended for Light Industrial. It is anticipated that sometime this fall, there will be a street completed to access this site to the north. This street, as part of Forest Park phase two improvements, will tie Yellowstone Drive to this site, while also connecting to Lakeview Estates. Though a traffic study and storm water are not required for a preliminary plat, it was strongly encouraged, given the nature of the proposal. The engineer assured me that a temporary turnaround would go in for the dead-end street to the south.

CITY STAFF OPINION

City staff is not supportive to this preliminary plat as it is staff's belief that this submission has NOT met the intended requirements set forth in the City Code. It was discovered this week that there is a section in code, 11.205, item #9 that states: ***Subdivisions intended for commercial or industrial use shall have access to a collector street, but shall not have direct access to any residential collector street under any circumstances, except in the case of appropriately separated planned retail centers.*** The Planning and Zoning Commission voted not to recommend for various reasons, two of which were the lack of proper access to this parcel and lack of a clear plan for the build out.

CITY STAFF OPINION

While conducting research for other projects, staff discovered section 11.205 – 9 of our Subdivision Regulations that was not applied to Forest Park Phase 3 during initial engineering review. In light of this Code section, staff cannot recommend approval of the rezoning request or preliminary plat as both would conflict with the requirements of 11.205 – 9.

This code section reads as follows:

Subdivisions intended for commercial or industrial use shall have access to a collector street, but shall not have direct access to any residential collector street under any circumstances, except in the case of appropriately separated planned retail centers.

Forest Park Phase 3 conflicts with this section of the City Code due to proposed light industrial zoned properties having direct access to Yellowstone Drive and Ashley Drive. Both of which would be classified as residential collectors.

Both the owner, Corey Myers, and his engineer have been informed of this discovery and staff provided recommended changes to address this Code conflict.

Additionally, the Southern Boone Fire Protection District notes that the proposal fails to meet the adopted 2018 International Fire Code, Appendix D, due to the lack of a secondary means of access. The Fire Protection District will not support development of this property without a secondary means of access being provided for.

Due to these Code conflicts, staff recommends the denial of both items presented to the Board for consideration.

SOUTHERN BOONE COUNTY FIRE PROTECTION DISTRICT
P.O. Box 199 Ashland, Missouri 65010

Fire Marshal

Forest Park Phase 3 does not provide access that meets the remote access requirements set in the 2018 International Fire Code Appendix D. In order to develop Phase 3 the developer will need to provide an approved and guaranteed development plan providing information to satisfy the following code requirements or an approved and guaranteed plan to move forward with future development that will lead to a second means of access within a reasonable time frame.

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

D104.2 Buildings exceeding 62,000 square feet in area Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access roads.

> Exception: Projects having a gross building area of up to 124,000 square feet that have a single approved fire apparatus access road where all buildings are equipped throughout with approved automatic sprinkler systems.

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

D107.1 One- or two-family dwelling residential and commercial developments. Developments of one- or two-family dwellings and commercial developments where the total number of dwelling units and nonresidential occupancies except for U-use groups, exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

> Exceptions:
> 1. Where there are more than 30 units on a single public or private fire apparatus access road and all new units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, access from two directions shall not be required.
>
> 2. The number of units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Michael Bauer
Southern Boone County Fire Protection District
Ashland Mo
573-657-2370

MEMORANDUM

DATE: August 9, 2023

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission does not recommend approval of Forest Park Phase 3 Preliminary Plat for to the City of Ashland Board of Aldermen due to the failed rezoning request and the site access being unplanned.

Leslie Martin
Administrative Assistant

RESOLUTION 9-19-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHRISTINA LUBBERT, OF LUEBBERT ENGINEERING FOR ANGEL LANE CULVERT REPLACEMENT

WHEREAS, staff has contacted Christina Lubbert, of Lubbert Engineering regarding providing engineering services for the Angel Lane culvert replacement.

WHEREAS, the total cost for the design culver replacement is $6,500.00.

WHEREAS, staff recommends the approval of the Professional Services Agreement.

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

The Board of Aldermen hereby authorizes the Mayor to execute an agreement with Christina Lubbert of Lubbert Engineering for engineering services related to the Angel Lane culvert replacement for the which is incorporated and marked as "Exhibit A".

Passed and adopted this _____day of _____, 2023.

_____
Dorise Slinker, Mayor

ATTEST:

_____
Darla Sapp, City Clerk

City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source: Public Works
To: Board of Alderpersons
From: James Creel, Director
Board Meeting Date: September 19, 2023
Re: E Angel Ln Box Culvert Project-Engineering Costs

EXECUTIVE SUMMARY:

Authorization is needed to enter into contract with Luebbert Engineering for engineering services on the E Angel Ln Box Culvert Project.

DISCUSSION:

In early August 2023, a large amount of rainfall occurred within the City of Ashland. This led to significant amounts of runoff, particularly in the area of E Angel Ln. There is an existing culvert that is approximately 8 feet in diameter on E Angel Ln that allows the head waters of Bass Creek to pass through the area. This culvert has been repaired multiple times over the last few years. During these heavy rains, this culvert was damaged beyond repair and requires replacement.

In speaking with various engineers, and taking into account the size and cost of a culvert pipe to replace the damaged one, it has been determined that the best course of action is to install a concrete box culvert. This will allow for increased storm water runoff flow, provide a more stable base for the road deck, and have lower maintenance costs over time that a conventional metal culvert.

Due to the exigent nature of the needed repairs, rather than complete an RFQ process for engineering services on this project, staff solicited a quote from Luebbert Engineering for the required engineering services (surveying, hydraulic/hydrology analysis, structural design, etc). This quote (attached) was provided for a total of $6,500.00.

FISCAL IMPACT:

Short Term: $6,500.00. This expense will be for the engineering needs of this project only. Materials will still need to be acquired. APW staff anticipates completing this project in-house, with the assistance of Boone County Road and Bridge.

Long Term: TBD

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be authorized to sign and execute the contract with Luebbert Engineering.

Luebbert Engineering

409 Vandiver Drive, Bldg 4, Suite 102
Columbia, Missouri 65202
573-291-6567

August 23, 2023 **VIA E-MAIL**

City of Ashland
Attn: Mr. James Creel
101 West Broadway
Ashland, MO 65010

Re: Agreement for Professional Engineering Services – Angel Lane Culvert Replacement

Dear Mr. Creel:

Thank you for considering Luebbert Engineering to provide professional engineering services related to the replacement of the Angel Lane failed culvert. As my specialty is hydrologic and hydraulic analysis, this work will require the subcontracting of field data collection with Patchett Land Surveying Company, LLC and structural engineering with Taylor Structural Engineering, LLC. A detailed description of our proposed services is provided in the Basic Services Summary below.

The cost estimate is $1000 for surveying, $2500 for hydrology and hydraulic analysis, and $3000 for structural engineering for a total design services cost of **$6500**. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once invoices are past due, an interest charge will accrue to your account at the rate of one- and one-half percent (1½%) per month, and we will retain the right to cease work until satisfactory arrangements are made to settle the account.

We expect to begin our services promptly, after receipt of your acceptance of this proposal, and complete our work, with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately.

The primary points of contact are listed below. Each of these contacts will receive all correspondence or notices regarding this project. The following indicates the preferred postal and email addresses as well as phone numbers for said contacts.

Luebbert Engineering
Christina Luebbert, P.E., LEED AP
409 Vandiver Drive, Bldg 4, Suite 102
Columbia, MO 65202
Phone: (573) 291-6567
E-mail: cluebbert6567@gmail.com

City of Ashland
James Creel
101 West Broadway
Ashland, MO 65010
Phone: (573) 657-2568
Email: jcreel@ashlandmo.us

This agreement, along with the attached Basic Services Summary and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit Luebbert

Engineering's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for acceptance until September 30, 2023.

We appreciate this opportunity to provide you with this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

LUEBBERT ENGINEERING

By: Christina L Luebbert
_____
Christina L. Luebbert, P.E., LEED AP
Principal Engineer

CITY OF ASHLAND

By: _____

Printed: _____

Title: _____

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Engineering Services dated August 23, 2023, by and between the City of Ashland and Luebbert Engineering, in respect to assistance with contract plan review.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, Luebbert Engineering will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of Luebbert Engineering's work. Luebbert Engineering assumes no responsibility to perform any services not specifically listed.

- **Coordination with surveyor to acquire necessary stream cross-sections and profiles, road embankment and pavement cross sections, and utility locations**
- **Field topographic survey data collection of necessary information listed above (by Patchett Land Surveying Company)**
- **Hydrologic analysis for peak discharges for 25-year and 100-year storm events**
- **Hydraulic analysis for sizing of box culvert**
- **Coordination with structural engineer**
- **Preparation of basic plan sheet(s) as necessary to convey sufficient information to pre-cast supplier including sufficient calculations to verify design (Taylor Structural Engineering).**

Note: Mr. Taylor's cost estimate assumes that Luebbert Engineering will work to specify a box culvert size and wingwall configuration that allows for expedited structural design and plan preparation.

ADDITIONAL SERVICES

If agreed to by the client and Luebbert Engineering, we will provide Additional Services. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services as agreed to by the client and Luebbert Engineering. These services are listed under additional services because they will occur as an on-call, as needed service billed hourly based on actual time spent to complete the task.

- **Construction staking**
- **Construction inspection**

Luebbert Engineering
Standard Terms and Conditions

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by LUEBBERT ENGINEERING shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from LUEBBERT ENGINEERING's construction documents, LUEBBERT ENGINEERING shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will LUEBBERT ENGINEERING be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. Invoices submitted by LUEBBERT ENGINEERING are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. If payment is not received by LUEBBERT ENGINEERING within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If LUEBBERT ENGINEERING incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to LUEBBERT ENGINEERING. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable LUEBBERT ENGINEERING staff costs at standard billing rates for LUEBBERT ENGINEERING's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against LUEBBERT ENGINEERING unless the Client has first provided LUEBBERT ENGINEERING with a written certification executed by an independent consultant practicing in the same discipline as LUEBBERT ENGINEERING and licensed in the State of Missouri. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to LUEBBERT ENGINEERING not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. LUEBBERT ENGINEERING shall not be required to sign any certifications or documents, no matter by whom requested, that would result in LUEBBERT ENGINEERING's having to certify, guarantee or warrant the existence of conditions whose existence LUEBBERT ENGINEERING cannot ascertain and, within the scope of LUEBBERT ENGINEERING's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with LUEBBERT ENGINEERING or payment of any amount due to LUEBBERT ENGINEERING in any way contingent upon LUEBBERT ENGINEERING's signing any such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to LUEBBERT ENGINEERING are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, LUEBBERT ENGINEERING may call for renegotiation of appropriate portions of this Agreement. LUEBBERT ENGINEERING shall notify the Client of the changed conditions necessitating renegotiation, and LUEBBERT ENGINEERING and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or LUEBBERT ENGINEERING, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by LUEBBERT ENGINEERING, it is understood it is the Client's contractor(s), not LUEBBERT ENGINEERING, who is responsible for the construction of the Project, and that LUEBBERT ENGINEERING is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and LUEBBERT ENGINEERING mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement

more than 12 months after the discovery of the issue of concern. However, this may not be more than 36 months after the last day LUEBBERT ENGINEERING performs services under this Agreement. Client and LUEBBERT ENGINEERING agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 36 months after the last day LUEBBERT ENGINEERING performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and LUEBBERT ENGINEERING agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Missouri will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Cole County, Missouri.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of LUEBBERT ENGINEERING and LUEBBERT ENGINEERING's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to LUEBBERT ENGINEERING's services, as outlined in the Basic Services Summary of this Agreement or any Additional Services approved under this Agreement, from any cause or causes, shall be limited to two hundred percent (200%) of the total amount of compensation received by LUEBBERT ENGINEERING under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining LUEBBERT ENGINEERING for any on-site construction phase services, the limits of LUEBBERT ENGINEERING's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by LUEBBERT ENGINEERING under this Agreement.

Non-Solicitation. LUEBBERT ENGINEERING and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay $50,000 to the party of original employ.

Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that LUEBBERT ENGINEERING has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that LUEBBERT ENGINEERING's opinions of probable construction costs are made on the basis of LUEBBERT ENGINEERING's professional judgment and experience. LUEBBERT ENGINEERING makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from LUEBBERT ENGINEERING's opinion of probable construction cost.

Ownership and Reuse of Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by LUEBBERT ENGINEERING as instruments of services shall remain the property of LUEBBERT ENGINEERING who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. LUEBBERT ENGINEERING grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without LUEBBERT ENGINEERING's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold LUEBBERT ENGINEERING harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, LUEBBERT ENGINEERING will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with LUEBBERT ENGINEERING which releases LUEBBERT ENGINEERING of all liability related to the use and/or reuse of electronic instruments of service by others.

Termination. Client or LUEBBERT ENGINEERING may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. LUEBBERT ENGINEERING shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or LUEBBERT ENGINEERING, Client shall pay LUEBBERT ENGINEERING within thirty (30) day of termination for all services rendered and all costs incurred to the date of termination.

Work in Progress. It is agreed and understood that any work performed by LUEBBERT ENGINEERING shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by LUEBBERT ENGINEERING, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. LUEBBERT ENGINEERING cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

RESOLUTION: 9-19-2023

A RESOLUTION AUTHORIZING CHANGE ORDER #1 TO M & M LANDSCAPING AND CONSTRUCTION, LLC FOR THE PERRY AVENUE EXTENSION PROEJCT

WHEREAS, due to unforeseen delays in the City's ability to issue a notice to proceed to M & M Landscaping and Construction it becomes necessary to extend the completion date for said project in order to allow sufficient time under the contract for the contractor to complete the necessary aspects of said project, and

WHEREAS, the City is now in a position to issue a notice to proceed to M & M Landscaping and Construction, and;

WHEREAS, M & M Landscaping and Construction requests that the Board of Aldermen extend the contracted completion date to December 31st, 2023.

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

Section 1. The Mayor is hereby authorized to execute change order number 1 (ONE) with M & M Landscaping and Construction, LLC as attached and marked as Exhibit "A".

Passed this _____day of _____, 2023.

_____
Dorise Slinker, Mayor

Attest:

_____
Darla Sapp, City Clerk

City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source: Public Works
To: Board of Alderpersons
From: James Creel, Director
Board Meeting Date: September 19, 2023
Re: Perry Avenue Road Extension Project Change Order #1

EXECUTIVE SUMMARY:

Approval needed for a deadline extension on the Perry Avenue Road Extension Project.

DISCUSSION:

Due to multiple delays that were beyond the control of the City of Ashland or the contractor, MMLC, the initial deadline of October 31, 2023 is no longer feasible. MMLC has requested that the deadline be extended by two months to December 31, 2023.

MoDot officials and MMLC agree that this deadline is appropriate due to the late start of the project. Staff concurs with this position.

The extended deadline will have minimal bearing on the opening of the Ranken Campus for classes, as the project will still be complete prior to the beginning of the initial semester in January 2024.

This is a no cost change order.

FISCAL IMPACT:

Short Term:
N/A

Long Term:
N/A

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be authorized to sign and execute Change Order No. 1, thus allowing the project deadline to be extended to December 31, 2023.

CHANGE ORDER No. 1

CONTRACTOR: M & M Landscaping and Construction
PROJECT NAME: Perry Avenue Extension

LPA: City of Ashland
PROJECT NO.: STBG-S403 (001)

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:

Due to the Late start of the project, and the Contract completion date of October 31, 2023. The Contractor has requested that the Completion date be adjusted to December 31, 2023. This is a no cost change.

2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
							TOTALS:	**$0.00**	**$0.00**

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

N/A

4 COMMENTS:

5 COST ADJUSTMENTS TO THE CONTRACT:

1. CONTRACT AMOUNT		$596,740.40
2. OVERRUN THIS ORDER	$0.00	
3. OVERRUN PREVIOUS		
4. UNDERRUN THIS ORDER	$0.00	
5. UNDERRUN PREVIOUS		
6. PROJECT TOTAL		$596,740.40

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

APPROVED: (OWNER) DATE	APPROVED: (CONTRACTOR) DATE
APPROVED : MODOT DATE	APPROVED: (CONSTRUCTION ENGINEER) DATE

RESOLUTION: 9-19-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A NOTICE TO PROCEED TO M & M LANDSCAPING AND CONSTRUCTION, LLC FOR THE PERRY AVENUE EXTENSION PROEJCT

WHEREAS, the City now finds itself in a position to issue a notice to proceed to M & M Landscaping and Construction, LLC for the Perry Avenue Extension Project.

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

Section 1. The Mayor is hereby authorized to execute and issue a notice to proceed to M & M Landscaping and Construction, LCC for the Perry Avenue Extension Project.

Passed this _____day of _____, 2023.

_____
Dorise Slinker, Mayor

Attest:

_____
Darla Sapp, City Clerk

City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source: Public Works
To: Board of Alderpersons
From: James Creel, Director
Board Meeting Date: September 19, 2023
Re: Perry Avenue Road Extension Notice to Proceed

EXECUTIVE SUMMARY:

Approval needed for issuance of Notice to Proceed on the Perry Avenue Road Extension Project.

DISCUSSION:

The Perry Avenue Road Extension Project is ready to begin. The following items have all been completed:

- Contract Execution
- Submittals Approval
- Required Permits Obtained
- Funding Allocation (Local, State, and Federal)
- MoDot and EDA Authorizations

The awarded contractor, M&M Landscaping and Construction, LLC (MMLC) is ready to begin mobilizing to the site and start working. Issuance of the Notice to Proceed is the final item needed in order to begin.

FISCAL IMPACT:

Short Term: $596,740.40-All expenses and future change orders for this project will be financed by the City. All overruns are the responsibility of the City of Ashland. All underruns are to be shared by MODOT and City of Ashland based on a pro rata share. Reimbursement payments from MODOT and the EDA generally take 30-120 days to receive. Further information on collaborating shares of the project are found in the contract dated 12/13/21 ordinance no. 1385.

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be authorized to sign the Resolution and allow staff to issue a Notice to Proceed.

Date:_____

To: M & M Landscaping and Construction, LLC.
10109 Jones Road
Eugene, MO 65032

RE; City of Ashland-Perry Avenue Extension, Contract #S403001

You are hereby notified that a Notice to Proceed was granted for the construction of the above referenced project. The contract time for work, as previously discussed, will conclude on December 31, 2023.

In accordance with the Contract Documents, you will fully complete the project by the following schedule:

Completion Date: December 31, 2023

Issued By the Owner

By: Dorise Slinker, Mayor_____ Date: _____

_____
(Authorized Signature)

Received on _____, 2023

By: M & M Landscaping and Construction, LLC.

_____
(Authorized Signature)

Public Works Report
Ashland Board of Aldermen Meeting
9/19/2023

Completed/Current Projects

- **Street Repairs/Maintenance**
  - S Main St Waterline/Street Resurfacing Project
    - All water line work is complete.
    - Crews are currently working on sewer line and storm water items in Change Order #1.
    - Upon completion of such, pavement resurfacing will begin.
  - Perry Ave Extension Project
    - Storm Water Protection Plan has been approved and a Notice to Proceed can now be issued.
    - Due to various delays beyond City control, project deadline should be extended to 12/31/2023, via Change Order #1
  - S Henry Clay Blvd Chip Seal Resurfacing Project
    - Project went well and had minimal; traffic interruptions.
    - While this was not the most ideal course of action for S Henry Clay Blvd, it will help preserve the roadway for several years, thus buying the City time to allocate funds for a larger scale resurfacing project in the future
    - Striping work scheduled to be completed during week of September 25th, 2023.
  - FY24 Mill and Overlay Project
    - Capital Paving is planning to begin work in mid to late October
    - Work should take 2-3 days total.
- **Storm Water**
  - Angel Ln Culvert Repairs
    - Engineering services quote has been obtained.
    - The best course of action for this project will be the installation of a box culvert.
- **Sidewalks**
  - TAP Grant Sidewalk/Trail Project
    - Cultural Resource Survey is has been completed, with no significant findings.
    - APW staff working with co-applicants and design engineer to finalize preliminary designs.
- **Park Improvements/Maintenance**
  - Fall Festival
    - Event went well and new facilities at ballfield were heavily utilized by visitors and vendors.
  - Future Improvements
    - Staff working with Park Board to determine what improvements to complete from the Master Plan.
- **Sanitary Sewer**
  - BCRSD Ops Report
    - Please see attached

BCRSD
Boone County Regional Sewer District
Clean water for your future

1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489
www.bcrsd.com

May, 2023
Operations & Maintenance Report

ASHLAND, MO.

Wastewater Treatment
&
Collections System

Submitted by,
Boone County Regional Sewer District
Virgil Farnen
Operations Manager

The Effluent results for the Wastewater Treatment Plant in the month of May are;

Biochemical Oxy Demand	30/20 mg/l	7	6	6.5
Total Suspended Solids	30/20 mg/l	6	4	5
Ammonia				
April 1 - Sept 30	3.6 mg/l	0.8	0.3	0.6
Oct 1 - March 31	7.5 mg/l			
E-coli				
April 1 - Oct 31	1030/206, #/100mls	G.M. 4.1		
Disolved Oxygen	> 5.0 mg/l	Low 6.1		7.1
BOD Efficiency	> 85%			98.00%
TSS Efficiency	> 85%			98.40%
Daily Flows	Design .6 MGD	Peak 1.14 MGD	Average .622	MGD

Treatment Plant

Belt press damaged by Republic; Repair quotes received, checks for equipment and labor to repair have been received. 6-8 weeks to receive equipment, then scheduling for repairs will be made.

In May, 2 roll-off containers with 18.5 tons of sludge were disposed.

Ultra-Violet System – Still awaiting purchase of remaining UV bulbs for 2nd Cassette. All the bulbs, crystals, seals and 2 ballast were replaced in 1 of 2 cassettes. Parts are being ordered for the second cassette. The UV system will operate on one cassette, but, redundancy is necessary.

Repaired diffuser in effluent reaeration basin.

Repaired air supply lines in aeration basin and sludge digester.

No odor complaints.

Service Calls
5/2/2023 Sarah Dr. during cctv'ing, discovered main had been bored thru by Socket. Working with Socket to get repaired.
5/9/2023 125 E. Broadway sewer on the ground. Determined to be a private problem.
5/23/2023 Repaired force main at 15699 Allegiance

Lift Stations
All lift stations listed have had a new pump installed;

Salinda
Liberty South
East Side
Peterson

Northeast - has had a pump and variable frequency drive fail. Station is being operated manually.

Cleaned grease out of all lift stations, except Caspian.

Mowed and sprayed lift station sites.

Line Maintenance

Discover 3 manholes that are paved over on S. Main St. working to be brought to grade during Main St project.

Found a main line bored thru in church parking lot of 408 S. Main. Determining course of repair.

Jetted 600ft of S. Main sewers.

Monthly Report

Community Development September 2023

PLANNING & DEVELOPMENT ACTIVITY

- First Planning and Zoning got an overview of the new Land Use Development Code last Tuesday September 12th
- City staff continues to have concept review meetings for potential projects

COMMERCIAL BUILDING ACTIVITY

- Southern Boone Middle School. Final occupancy has finally been granted. Electrical delays and legacy issues have been addressed.
- Yummy Yo's is in the finishing stages, some electrical and mechanical needs to be completed before the ceiling tiles can be dropped.
- Boone Corner is in rough in stage and a tenant infill permit has been approved for Dominos. The old duplex at 409 Redbud was torn down on Monday August 21st.
- Ranken has finished the inside an outside of the building. A temporary occupancy has been granted for completion of the site work.
- Cobblestone Park Storage has been issued a Certificate of Occupancy
- Hardwick Lane storage has all buildings completed. Temporary occupancy granted.
- Baptist Home assisted living facility building permit has been issued. Site work is progressing.
- Construction of the community storm water detention basin in East Ashland Plaza is nearing completion, excess material is being hauled off.
- They have begun moving dirt on the south side of East Liberty Lane for which is to become Liberty Square. Site plan is to come next month.
- Red Tail Office Complex – Site work has begun for the new addition.

BUSINESS LICENSE ACTIVITY

NAPA Auto Parts

BUILDING PERMIT ACTIVITY

Permit Type	Issued Prior Month	2023 YTD	2022 Totals
Residential (new) Building Permit	10	32	71
Commercial (New)	0	1	8
Commercial Remodel	1	1	5