



**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
101 West Broadway
Ashland, Mo. 65010
7:00 p.m. Tuesday, January 7, 2025**

- I. INTRODUCTORY ITEMS**
 - Pledge of Allegiance
 - Roll Call
 - Approval of the December 17, 2024 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. None
- VII. OLD BUSINESS**
 - a. None
- VIII. NEW BUSINESS**
 - a. Resolution 2025-1, a resolution to declare the official intent of the City of Ashland, Missouri (to improve and equip its wastewater treatment infrastructure)
 - b. Resolution 2025-2, a resolution authorizing the Police Chief to enter into a memorandum of understanding with Flock Group, Inc. (allow the Ashland Police Department to access Flock Safety Camera and Plate reader data on a temporary basis)
 - c. Resolution 2025-3, a resolution authorizing the agreement for contract buyout reimbursement
- IX. REPORTS**
 - a. Mayor's report
 - b. City Administrator's report
 - c. City Attorney's report

- d. Public Works Director's monthly report
- e. Water Superintendent's monthly report
- f. Board of Aldermen report

X. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF

- XI. Vote to go into closed Session: Pursuant to Chapter 610.021 (1) Legal actions, causes of action or litigation involving governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney; Chapter 610.021 (2) Leasing, purchase or sale of real estate and Chapter 610.021 (3) Hiring, firing or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.**

XII. OPEN MEETING AND REPORT ACTION TAKEN/IF ANY

XIII. 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: 1-3-2025 @ _____

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

DECEMBER 17, 2024
BOARD OF ALDERMEN MINUTES
7:00 P.M.

DRAFT MINUTES NOT APPROVED BY THE BOARD

Mayor Slinker called the regular scheduled meeting to order at 7:00 p.m. Tuesday, December 17, 2024 at 101 West Broadway.

Mayor Slinker called the roll:

Ward One: Nathan Volkart-absent, Brenda Ravenscraft-present
Ward Two: Kristen Colbert-present, Stephanie Bell-present
Ward Three: Rick Lewis-present, David Wilson-present

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

Mayor Slinker presented the minutes of the December 3, 2024 meeting for consideration. Alderman Wilson made motion to approve the minutes as presented. Alderwoman Ravenscraft seconded the motion. Mayor Slinker called for the vote. Motion carried.

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

Mayor Slinker reported a written request must be received by the City Clerk by Wednesday before the meeting date.

Mayor Slinker presented Ordinance No. 1496, an ordinance authorizing the Mayor to enter into a contract amendment No. 1 with Bartlett & West Construction, LLC. Mayor Slinker called for the staff report. James Creel stated this is the second reading of the contract amendment on the WWTF expansion project in order to guarantee maximum price and final design plans and equipment procurement. He stated this is needed to avoid the price increases that are scheduled on the first of the year. Mayor Slinker called for questions or comments from the Board. Mayor Slinker called for a motion. Alderwoman Colbert made motion and seconded by Alderman Lewis to approve Ordinance No. 1496 an ordinance authorizing the Mayor to enter into a contract amendment No. 1 with Bartlett & West Construction, LLC. Mayor Slinker called for the vote. Alderman Lewis-aye, Alderman Wilson-aye, Alderwoman Bell-aye, Alderwoman Colbert-aye, Alderwoman Ravenscraft-aye, Alderman Volkart-absent. Motion carried.

Mayor Slinker presented Ordinance No. 1497, an ordinance authorizing the Mayor to enter into a contract with Great Rivers Engineering for the Transportation Master Plan. Mayor Slinker called for the staff report. James Creel stated this is again a second read of an ordinance and is approving the contract with Great Rivers Engineering for the transportation master plan with a not to exceed amount of \$100,000. He stated he had budgeted \$75,000.00. He stated this would be completed by the end of 2025. He stated it would lay out the future for transportation and pedestrian throughout the city. Mayor Slinker called for questions or comments from the Board. Mayor Slinker called for a motion. Alderman Lewis made motion and seconded by Alderwoman Ravenscraft to approve Ordinance No. 1497, an ordinance authorizing the Mayor to enter into a contract with Great River Engineering for the Transportation Master Plan. Mayor Slinker called for the vote. Alderwoman Ravenscraft-aye, Alderwoman Colbert-aye, Alderwoman Bell-aye, Alderman Wilson-aye, Alderman Lewis-aye, Alderman Volkart-absent. Motion carried.

Mayor's Report:

Mayor Slinker stated the Park Board did a great job on the Christmas parade. He stated that ABC had a great turn out for the reindeer and Santa event last Friday. He stated the sign up for candidates for Alderman has started. He questioned if the punch list for the MoDot sidewalk was completed. James Creel reported it has not.

City Administrator's report:

Kyle Michel informed the Board of the Board of Adjustment hearing on Thursday night. He informed the Board of the MML Legislative Conference in February. He gave an update of the city staff, Board members and Elected Official's luncheon last Friday and the service recognition to employees. He gave an overview of the recipients.

City Attorney's report:

Todd Smith stated he had no report for tonight. He informed the Board he would be attending the Board of Adjustment meeting on Thursday night.

Police Chief's monthly report:

Chief Young stated the parade and musical was on the same night and there were no traffic issues. He stated the music teacher did a great job with informing people of the parade and alternate routes. He stated the parade went well as did the reindeer event. He stated he received no complaints from either event. He stated his report was in the packet. He stated he is close to full staffed.

Community Development monthly report:

Darin Ratermann, reported his packet was in the packet with the only update of on lot 14 of East Ashland Plaza has no official construction or site plan been submitted. He stated the property owner is only doing dirt work.

Treasurer's monthly report:

Shelley Martin reported she had no report.

Board of Alderperson report:

Alderwoman Colbert updated the Board that she and Alderwoman Bell met with Izzy Smith and Dr. Roth on having more communication and support amongst all the groups in the community. She stated the park board had their meeting last night and did a recap of the Christmas parade and things they would like to change. She stated there were some good conversation. She stated they would like to draw more people and improve the lighting in the park for the Christmas tree. She stated they also discussed updating the Christmas decorations next year and discussed possible cost share with the City. She discussed meeting with the Chamber and they could work together to support each other.

Alderwoman Bell stated she felt the meeting they had with Dr. Roth and Izzy Smith was productive and a take away from the meeting was somethings we could do. She stated they have a strong desire for the City to attend all their meetings. She stated if Kyle could not be there that he have someone else in his behalf attend. She stated they were also unaware of the parks master planning. She stated there should be communication and hoped that we would commit to that. She also asked that the Community Development monthly report that is in our packet to be sent to the Chamber of Commerce. Kyle Michel reported these would be posted on the new website project. Alderwoman Bell stated she suggested to ABC and the School to do a presentation once a year or twice a year to Board on what they are doing something similar to what the YMCA does.

Mayor Slinker called for any further comments from the staff, Board or public.

Mayor Slinker called for a motion to go into closed session pursuant to Chapter 610.021 (1) Legal Actions, causes of action or litigation involving governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney and Chapter 610.021 (2) leasing, purchase or sale of real estate. Alderman Lewis made motion and seconded by Alderwoman Colbert to go into closed session pursuant to Chapter 610.021 (1) and 610.021 (2). Mayor Slinker called for the vote. Alderwoman Ravenscraft-aye, Alderwoman Colbert-aye, Alderwoman Bell-aye, Alderman Lewis-aye, Alderman Wilson-aye, Alderman Volkart-absent. The open meeting adjourned at 7:17 p.m.

Mayor Slinker called the regular meeting back to order at 7:42 p.m. and stated no reportable action in the closed meeting.

Mayor Slinker called for a motion to adjourn the meeting. Alderman Lewis made motion and seconded by Alderwoman Ravenscraft to adjourn the meeting at 7:43 p.m. Motion carried.

Darla Sapp, City Clerk

Dorise Slinker, Mayor



City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source: City Administration

To: Board of Aldermen

From: Kyle Michel, City Administrator

Board Meeting Date: January 7th, 2025

Re: WWTF Expansion Project Reimbursement Resolution

EXECUTIVE SUMMARY:

The resolution before you is intended to declare the intents of the City of Ashland with regards to the forthcoming expansion of the WWTF.

DISCUSSION:

As part of issuing debt for largescale capital projects, the City may from time to time elect to reimburse project expenses incurred prior to issuing the debt instrument. The resolution before you satisfies the legal requirements to declare the City's intent to reimburse itself to project related expenses incurred to date and expected to be incurred prior to issuing the debt instrument.

Staff does not anticipate reimbursing any expenses. However, due to authorizing equipment purchases in December of 2024, staff desires to position the City to reimburse itself from the forth coming debt issuance should we face any delays with issuing debt in a timely manner. These equipment purchases are anticipated to be paid, in part, by existing funds on hand with the remainder to be paid by a debt issuance in the coming months. This resolution ensures we have the legal authority to reimburse ourselves from the forthcoming debt issuance if necessary.

The resolution does not require reimbursement, it simply enables reimbursement and fulfills the legal obligations of said reimbursements.

FISCAL IMPACT:

Short Term: N/A

Long Term: N/A

SUGGESTED BOARD ACTION:

Staff recommends approval of the resolution as presented.

**A RESOLUTION TO DECLARE THE OFFICIAL
INTENT OF THE CITY OF ASHLAND, MISSOURI.**

WHEREAS, the City of Ashland, Missouri (the “City”), desires to improve and equip its wastewater treatment infrastructure to increase the design flow capacity of the existing treatment facility from 0.6 million gallons per day to 1.6 million gallons per day, including but not limited to buildings, improvements, equipment, controls systems, piping, diversion structures, below-grade concrete tanks and variable frequency drives, as well as the removal of stored biosolids (the “Project”).

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

Section 1. The Board of Aldermen hereby finds it necessary and declares its intent to acquire or construct the Project. The City has made, or expects to make, expenditures in connection with the Project, and the City may reimburse itself for such expenditures with the proceeds of a tax-exempt financing by, or on behalf of, the City. The maximum principal amount of the tax-exempt financing expected to be issued for the Project is \$15,000,000.

Section 2. City Staff is hereby authorized and directed to take such other action as may be necessary to carry out the intent of this Resolution.

PASSED by the Board of Aldermen of the City of Ashland, Missouri, this ____ day of _____, 20__.

CITY OF ASHLAND, MISSOURI

Mayor

[SEAL]

ATTEST:

City Clerk



City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source:

To: **Board of Alderpersons**

From:

Board Meeting Date:

Re:

EXECUTIVE SUMMARY:

DISCUSSION:

FISCAL IMPACT:

Short Term:

Long Term:

SUGGESTED BOARD ACTION:

RESOLUTION 2025-2

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH FLOCK SAFETY

Whereas, the Ashland Police Department desires to access Flock’s technology platform and FlockOS in order to view and search still images and associated information (e.g., metadata, geo-location of devices, time stamp, and vehicle description) captured by Flock’s devices.

Whereas, the Police Department is proposing the City enter into a multi-year agreement with Flock Safety, which would place two camera/license plate readers in Ashland. Such an agreement would allow APD access to all Flock Safety data from the cameras in other jurisdictions-nationwide.

Whereas, this agreement would no cost to the City but would allow APD to access all the other Flock Safety data as a trial while the formal agreement is in the proposal and budget process for the next fiscal year.

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

The Board of Aldermen hereby authorizes the Police Chief to enter into a “Memo of Understanding” as set out and marked as Exhibit “A”.

Passed and adopted this _____ day of _____, 2025.

Dorise Slinker, Mayor

Attest:

Darla Sapp, City Clerk

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MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., d/b/a “Flock Safety”, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and Ashland PD with a place of business at Po Box 135, Ashland, Missouri 65010 (“**Customer**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Customer desires to access Flock’s technology platform and FlockOS[®] (together, the “**Flock Services**”) in order to view and search still images and associated information (e.g., metadata, geo-location of devices, time stamp, and vehicle description) captured by Flock’s devices (“**Captured Data**”) for the Purpose (defined below).

Whereas, Flock desires to share Captured Data with Customer in accordance with the applicable retention requirements, pursuant to the following terms and conditions:

1. Definitions.

1.1. “**Authorized User**” means employees, agents, or officers of Customer accessing or using the Flock Services for the Purpose.

1.2. “**Flock IP**” means the Flock Services, Flock’s proprietary software, hardware, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized Users.

1.3. “**FlockOS[®] Essentials Tier**” means access to Flock’s cloud-based public safety platform, which includes real-time hotlist alerts and search vehicle evidence from a nationwide network of license plate reader cameras. FlockOS[®] Essentials Tier includes access to Flock’s national law enforcement network of devices.

1.4. “**FlockOS[®] Community Tier**” means access to Flock’s cloud-based public safety platform, which includes limited access to community devices, such as Home Owner Associations, businesses, law enforcement, and school safety customers, within the local city or county they serve. FlockOS[®] Community Tier does not include national access to Flock’s law enforcement network of devices.

2. Purpose. Customer shall use Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering by law enforcement to the extent permitted by law (“**Purpose**”).

3. Term. This MOU will commence upon execution by both Parties and shall continue until terminated by either Party pursuant to Section 12 (“**Termination for Convenience**”).

4. Trial Period. For the first ninety (90) days of the Term (“**Trial Period**”), Customer will have complimentary access to FlockOS[®] Essentials Tier. After the Trial Period, Customer will be

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automatically downgraded to FlockOS[®] Community Tier unless the Parties mutually execute a paid subscription agreement.

5. Access Rights to Flock Services. Flock grants to Customer a non-exclusive, non-transferable, revocable right to access the features and functions of the Flock Services during the Term, solely for use by Authorized Users. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU and shall cause Authorized Users to comply with such provisions. Customer shall be responsible for all acts and omissions of Authorized Users.

6. Restrictions on Use. Customer will not permit any Authorized Users or any third party to: (i) copy or duplicate any of the Flock Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Services is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Services, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights. Customer may only access Captured Data and Flock Services to perform the Purpose, as described in Section 2. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances.

7. Service Interruption. Flock Services may be interrupted in the event that: (a) Flock's provision of Flock Services to Customer or any Authorized User is prohibited by applicable law; (b) any third-party services required for Flock Services are interrupted; (c) if Flock reasonably believe Flock Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Interruption.

8. Service Suspension. Flock may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Flock IP or Flock Services if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized User uses the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Purpose; or (e) any unauthorized access to Flock Services through Customer's account.

9. Ownership. Flock retains all right, title and interest in and to the Flock Service, Flock IP, and its components or data provided by Flock to Customer. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Except as

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provided herein, Customer acknowledges that it neither owns nor acquires any rights, title or interest in Flock IP or Captured Data. If Customer or Authorized User provides any suggestions or other information relating to the subject matter hereunder, Customer or Authorized User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing. There are no implied rights.

10. Warranty. Flock Services are provided “As Is”. Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to Flock Services and Captured Data.

11. Financial Implications to Customer. No financial commitment by Customer is required to access the Flock Services or Captured Data under this MOU.

12. Termination for Convenience. Either Party may terminate this MOU for its convenience at its sole discretion by providing thirty (30) days prior written notice of termination, effective immediately after such notice. Upon termination of this MOU, Customer will immediately cease all use of Flock Services.

13. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the use of Flock Services. To the extent permitted by law, Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Services. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees. Under no circumstances shall this MOU be interpreted to create a partnership or joint venture.

14. Limitation of Liability.

14.1. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN \$100 IN UNITED STATES CURRENCY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

14.2. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Confidentiality.

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15.1. Obligations. During the performance of services and Customer's use of the Flock Services under this Agreement it may be necessary for a Party to provide the other with certain information considered to be proprietary or confidential by the disclosing Party. The disclosure of such confidential information shall be subject to the following terms and conditions.

15.1.1. "**Confidential Information**" shall mean any material, data, systems, procedures and other information of or with respect to disclosing Party that is not be accessible or known to the general public, including information concerning its hardware, business plans or opportunities, business strategies, finances, employees, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support and third-party proprietary or other information that disclosing Party treats as confidential. The receiving Party shall not use, publish or divulge any Confidential Information of the disclosing Party except (i) in connection with receiving Party's provision of software and services pursuant to this Agreement, (ii) to receiving Party's officers, directors, employees, agents and contractors who need to know such information to enable receiving Party to provide software and services pursuant to this Agreement, or (iii) with the prior written consent of disclosing Party, provided that disclosing Party may withhold such consent in its sole discretion.

15.1.2. Each Party shall protect the other's Confidential Information with the same degree of care normally used to protect its own similar Confidential Information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each Party to protect Confidential Information received from the other Party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning this section herein, shall survive any termination of this MOU.

15.2. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third-party not having a confidential relationship with the other Party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving Party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act or Public Records Request shall not be considered a breach of this MOU; provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

16. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the provision of Flock Services, the sharing of Captured Data, and

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Confidential Information by and between Flock and Customer. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by either Party.

17. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

18. Miscellaneous. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in this Agreement. This MOU shall be governed by the laws of the state in which the Customer is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Customer have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP, INC.

Ashland PD

By: _____

By: _____

Name: Mark Smith

Name: Scott Young

Title: _____

Title: _____

Date: _____

Date: _____



City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source: Police Department

To: **Board of Alderpersons**

From: Chief Scott Young

Board Meeting Date: 01/07/2025

Re: Contract Buyout

EXECUTIVE SUMMARY:

Requesting approval to pay off the employment contract of a police officer applicant.

DISCUSSION:

The Ashland Police Department is requesting approval to pay \$5,000 to another municipality to pay off the employment contract of a POST Licensed police officer that has applied and accepted a conditional offer of employment from APD.

This would fill our last remaining opening and have the police department at the full staff for which we are budgeted.

FISCAL IMPACT:

Short Term: \$5,000.00 one time cost

Long Term:

SUGGESTED BOARD ACTION:

Staff recommends approval.



City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source: Police Department

To: Board of Alderpersons

From: Chief Scott Young

Board Meeting Date: 01/07/2025

Re: Contract Buyout

EXECUTIVE SUMMARY:

Requesting the Mayor enter into an employment contract with a new Police Department Applicant.

DISCUSSION:

The Ashland Police Department is requesting approval to enter into an agreement with a police applicant obligating him to reimburse the City, on a pro-rata basis for the appropriate portion of the \$5,000.00 spent by the City of Ashland to pay off his previous employment contract.

FISCAL IMPACT:

Short Term: Zero

Long Term: Zero

SUGGESTED BOARD ACTION:

Staff recommends approval.

A RESOLUTION AUTHORIZING THE AGREEMENT FOR CONTRACT BUYOUT
REIMBURSEMENT

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

WHEREAS, the Ashland Police Department is seeking authorization to enter into a contractual agreement with a police officer candidate and has offered a buyout reimbursement contract.

WHEREAS, The Ashland Police Department has identified a qualified candidate to fill an open police officer position. The candidate has an employment contract with Monroe City, Missouri Police Department, which the City of Ashland, Missouri will pay for in the amount of \$5,000.00. Should the officer separate from employment with Ashland Police Department prior to January 15, 2027 he will repay the money as set out in the repayment schedule attached as Exhibit "B".

The Board of Aldermen approves the agreement for a contract buyout reimbursement. The agreement for contract buyout reimbursement is hereby attached as Exhibit "A" and repayment schedule attached as Exhibit "B" and hereby authorizes the buyout of the \$5,000.00 to Monroe City Police Department.

Passed and adopted this _____ day of _____, 2025.

Dorise Slinker, Mayor

Attest:

Darla Sapp, City Clerk

**AGREEMENT FOR
CONTRACT BUYOUT REIMBURSEMENT**

I, Nathan B. Redelfs, understand and agree that, in consideration of my employment with the Ashland Missouri Police Department (APD), I will reimburse APD for costs associated with the buyout of my employment contract with the Monroe City, Missouri Police Department as follows:

1. I agree that if I separate from employment with APD as a Police Officer **prior to January 15, 2027** I will repay \$5,000.00 as set out in the repayment schedule attached as Exhibit "B" and incorporated herein by reference.
2. I understand and agree that this Agreement does not constitute an employment contract and that APD reserves the right, as my employer, to reassign, discipline, or terminate my employment at any time. I also understand that this Agreement does not grant me any special rights or benefits from APD and does not require APD to offer me any particular position within APD, nor does this Agreement alter or affect any of the terms or conditions of my employment with APD.
3. I agree that any amount due as a result of this Agreement is payable within seven (7) days of the date I leave employment.
4. I agree that if it becomes necessary to enforce this contract, all litigation concerning the same will take place in any appropriate division of the Circuit Court of Boone County, Missouri. I further agree that I will pay all costs and expenses incurred by APD or the City of Ashland incurred in connection with the enforcement of this agreement, including a reasonable attorney's fee.

SO AGREED.

EMPLOYEE:

APD:

Applicant

Scott Young
Chief of Police

Dated: _____

Dated: _____

City Administrator:

Mayor:

Kyle Michel

Dorise Slinker

Dated: _____

Dated: _____

EXHIBIT "A"
ITEMIZED LIST OF EXPENSES

• Amount Ashland paid out to Monroe City	\$5,000.00
TOTAL:	\$5,000.00

**Exhibit "B" -- Wage Reimbursement
Schedule**

TIME OF RESIGNATION	AMOUNT OF REIMBURSEMENT
REIMBURSEMENT TOTAL	\$5,000.00
February 15, 2025	\$4791.67
March 15, 2025	\$4583.34
April 15, 2025	\$4375.01
May 15, 2025	\$4166.68
June 15, 2025	\$3958.35
July 15, 2025	\$3750.02
August 15, 2025	\$3541.69
September 15, 2025	\$3333.36
October 15, 2025	\$3125.03
November 15, 2025	\$2916.70
December 15, 2025	\$2708.37
January 15, 2026	\$2500.04
February 15, 2026	\$2291.71
March 15, 2026	\$2083.38
April 15, 2026	\$1875.05
May 15, 2026	\$1666.72
June 15, 2026	\$1458.39
July 15, 2026	\$1250.06
August 15, 2026	\$1041.73
September 15, 2026	\$833.40
October 15, 2026	\$625.07
November 15, 2026	\$416.74
December 15, 2026	\$208.41
January 15, 2027	\$0

Public Works Report
Ashland Board of Aldermen Meeting
1/7/2025

Completed/Current Projects

- **Street Repairs/Maintenance**
 - Transportation Master Plan
 - Great River Engineering currently working on beginning stages of project.
 - Snow Removal
 - APW has four snow plow trucks outfitted and ready for snow removal duties.

- **Storm Water**
 - Oak St/Caspian Circle Projects
 - Allstate Consultants and staff have obtained some of the required easements.
 - Negotiations continue for remaining easements.

- **Sidewalks**
 - TAP Grant Sidewalk/Trail Project
 - Corps of Engineers have approved plans and all ROW/Easement documents are complete.
 - Upon MoDot approval of such, staff will make efforts to obtain easements from project partners and affected property owners.
 - Anticipated contract award date of no later than 3/1/2024.

- **Park Improvements/Maintenance**
 - Holiday Decorations
 - Pending weather concerns, staff will remove all holiday decorations and tree during week of 1/6/25.
 - Staff has prepared park facilities for winter weather.
 - Both restrooms will remain open throughout winter, except for periods in which temperatures drop below 10°.

- **Sanitary Sewer**
 - WWTF Expansion
 - Bartlett & West working to finalize labor GMP and will present to Board soon.
 - Ash St Sewer Main Repairs
 - APW staff completed repairs on Ash St sewer main on 1/2 and 1/3.
 - Replaced approximately 40 linear feet of 8" VCP with PVC to address large inflow and infiltration issue.
 - BCRSD Ops Report attached.

**November 2024
Operations & Maintenance
Report**

ASHLAND, MO.

**Wastewater Treatment
&
Collections System**

**Submitted by,
Boone County Regional Sewer District
Jason Horton
Operations Supervisor**

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

Parameter	Permit Limits Weekly/Monthly	Sample 1	Sample 2	Average
Biochemical Oxy Demand	30/20 mg/l	< 6	< 6	<6
Total Suspended Solids	30/20 mg/l	4	1	2.5
Ammonia				
April 1 - Sept 30	3.6 mg/l	0.3	0.3	0.3
Oct 1 - March 31	7.5 mg/l			
E-coli				
April 1 - Oct 31	1030/206, #/100mls	Geometric Mean –		Peak –
Dissolved Oxygen	> 5.0 mg/l	Low 6.0		Avg 6.3
BOD Efficiency	> 85%			95.7%
TSS Efficiency	> 85%			97.2%
Daily Flows	Design .6 MGD	Peak 1.206 MGD	Average .604	MGD

Treatment Plant

No odor complaints reported.

Permit Renewal, nothing to report.

One of the sludge pumps needs repairs and is currently waiting to be put out for bid. It was decided to not repair the pump since the expansion will have different sludge pumps. We will be replacing existing sludge pumps to match the new sludge pumps.

Hauled 62.21 tons of sludge to the City of Columbia Landfill.

Continued the diffuser replacement program, 90 of 168 replaced to date.

Effluent Sampler needs the refrigeration unit replaced. Have quotes waiting to be purchased.

Had Jeffries electric trouble shoot blower VFD noise. He determined the electric fans needed to be replaced. He has ordered them from Aeromod and will install them when they come in.

Repaired water hydrant leak in front of Basin A

Lift Stations

Peterson Lift Station needs a new check valve on Pump 1. We have the new check valve and are working into schedule to get it replaced.

Northeast continues to be operated manually. Met Ben with Vandeventer to discuss bypass pumping options in case of emergency. He's getting a quote together.

Changed both impellers out at Caspian Lift Station due to extensive wear

Overflow basin valves at Park and Salinda lift stations need to be replaced. They will not close all the way and are causing excessive starts on pumps due to keeping the float levels below inlet pipe.

Service Call

None to report.

Line Maintenance

Flushed 1,931 ft of sewer main in Salinda sewer shed

Camera 300 ft of line in Salinda sewer shed

Sewer lateral repair for 5831 Eagle Lake

City of Ashland water department Report
Ashland Board of Alderman Meeting
1/02/2025

Completed/Current Projects

Water Department

- City Staff Has Installed ~~a~~6 Number of new water Meters this month with 6-8 that will be going in the first of the month of January.
- Water Master Plan RFQ process underway with McClure Engineering, They have Requested information from us so they can generate a contract. ~~/ RFP~~
- Researching Looking into Uupdated SCADA Systems for systems management of the water treatment process, so we can wney our options to make the best decision based on the information we have received. ~~_services~~
- City Staff continuing valve excessing. (Needs to be completed Yearly)
- Continuing to Work with All Clearin One for lead and Copper Rule to get completed. (DNR grant)