

**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
101 West Broadway
Ashland, Mo. 65010
7:00 p.m. Tuesday, February 15, 2022**

Notice is hereby given that the Board of Aldermen will conduct a closed meeting at **6:00 p.m.** on February 15, 2022 pursuant to Chapter 610.021 (2) leasing, purchase or sale of real estate & 610.21 (17) confidential or privileged communications between the City and its auditor, including all auditor work product.

I. INTRODUCTORY ITEMS

Invocation
Pledge of Allegiance
Roll Call
Approval of Previous Minutes of January 18, 2022
Adjustment and approval of the Agenda

II. SPECIAL ITEMS

a. Kyle Landwehr-Bartlett & West-Inflow & Infiltration study for the waste water system

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)
Speakers cannot comment on items on the agenda. Time will be permitted following the reading of each agenda item under Old and New Business for public comment.

V. PUBLIC HEARING

a. None

VI. INTRODUCTION AND FIRST READING

a. Council Bill No. 2022-003, an ordinance adopting the revised Personnel Manual
b. Council Bill No. 2022-004, an ordinance authorizing the Mayor to enter into a wastewater operations and maintenance agreement with Boone County Regional Sewer District

VII. OLD BUSINESS

a. Ordinance No. 1391, an ordinance to change the zoning of a tract of land from City-A-1 to General Commercial District (C-G) for R. Anthony Holdings, LLC.
b. Ordinance No. 1392, an ordinance authorizing the Mayor to enter into a wastewater operations and maintenance agreement with Boone County Regional Sewer District

VIII. NEW BUSINESS

- a. A resolution authorizing the Mayor to enter into a lease agreement with the Callaway Bank
- b. A resolution accepting the audit report for fiscal year ended April 30, 2022
- c. A resolution adopting a title for the use tax ballot issue
- d. Presentation of Proposed Fiscal year Budget 2023

IX. REPORTS

- a. Mayor's report
- b. City Administrator's report
- c. City Attorney's report
- d. Chief Edwards monthly report
- e. Public Works Director monthly report
- f. Board of Aldermen report

X. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF

XI. 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: 2-11-2022 @ 4:02 PM 



City of Ashland

101 West Broadway, Ashland, Missouri 65010

Department Source:

To: Board of Alderpersons

From: Tony St. Romaine

Board Meeting Date: February 15, 2022

Re: Contract Services with Boone County Regional Sewer District

EXECUTIVE SUMMARY:

The Public Works Department is proposing to take the next step toward the long term goal of having the operations of the city's Wastewater Treatment Plant conducted by city staff. This interim step will allow the sewer department have a full time contracted licensed operator managing/supervising the operations of the treatment facility and collection system. The transition will have two full time city utility service workers working in tandem with a licensed operator contracted with BCRSD.

DISCUSSION:

This annual service contract with BCRSD provides for full time staffing of a licensed operator for daily management, supervision and treatment processes of the treatment works, lab testing and required reporting to DNR. The remaining daily functions for operations of the WWTP and collection system (15) lift stations) will be completed by the two full time city sewer staff. Through the contract with BCRSD, the sewer department will have the resources when needed as outlined in Exhibit B of the contract. The contract costs have been evaluated and formulated into the proposed FY23 Sewer Department Budget with the City Treasurer and will result in an approximate cost savings to the Sewer Department of \$40,000 per year.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$121,402.29 per year plus additional staffing of two Utility Service Workers with benefits of approximately \$125,069.

Long Term Impact: Similar to short term impact on an annual basis until such time that the sewer department transitions to a 100% city operation of the WWTP and Collection System.

SUGGESTED BOARD ACTION:

It is recommended that the Board of Alderman approve the services contract with BCRSD effective May 1, 2022.

COUNCIL BILL NO. 2022-004

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT WITH BOONE COUNTY REGIONAL SEWER DISTRICT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an agreement with Boone County Regional Sewer District. The form and content of the agreement in the substantially completed form as presented in Exhibit "A" which is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2022.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney

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WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated the __ day of _____, 2022, by and between the City of Ashland, Missouri, a municipal corporation, hereinafter “City”, and Boone County Regional Sewer District, a sewer district organized pursuant to the provisions of Chapter 204 RSMo, hereinafter “District.”

WITNESSETH:

WHEREAS, City desires to enter into an agreement with the District under which District will provide for the operation and maintenance of City’s wastewater treatment system consisting of Outfall #001 as described by Missouri State Operating Permit MO-0106844, hereinafter “wastewater treatment system”, together with necessary testing, regulatory compliance and emergency services.

WHEREAS, District is agreeable to provide the above services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to Chapter 70 of the Revised Statutes of Missouri, both parties are empowered to contract for the common services provided for herein and desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the performance of the mutual agreements and promises hereinafter contained, the parties agree to the following:

1. **DISTRICT SERVICES:** District agrees to provide the following services to City under the terms and conditions of this Agreement:

1.1 *Wastewater Treatment Facility Operation and Maintenance* - District agrees to operate and maintain City’s wastewater treatment system in accordance with the scope of services contained in Exhibit A, which is attached hereto and made a part hereof by reference. In

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exchange for District's operation and maintenance of City's wastewater treatment system, City shall pay District the sum of \$121,402.29 annually, payable in twelve equal monthly payments of \$10,116.86, plus the cost of Other Work in accordance with Exhibit B.

1.2 **Other Work** - District agrees to provide other work not described in the attached Exhibit A, hereinafter "Other Work", as is necessary to operate and maintain City's wastewater treatment system. District will charge for Other Work, and City agrees to pay for Other Work, in accordance with the rates shown on Exhibit B, which is attached hereto and made a part hereof by reference. District will provide a monthly bill for Other Work, and City shall pay for all Other Work on a monthly basis.

2. **RECORDS:** District agrees to maintain written records of all services, activities, analyses, repairs, reports and other materials compiled by it for or in connection with performance of the terms and conditions of this Agreement. All such records shall be made available to City upon advance notice and request for inspection and copying for the use and information of City.

3. **REGULATORY COMPLIANCE:** District agrees to provide all testing services necessary for determination of compliance with the terms and conditions of City's Missouri Department of Natural Resources issued operating permit associated with its wastewater treatment system, except that District shall not be responsible for non-compliance with such permit for reasons outside of District's performance of its obligations under this Agreement, such as non-compliance due to degeneration of or damage to materials and equipment from normal wear and tear or other cause beyond the control of District, design errors and omissions in the facilities and other conditions which were not or are not within the control of District. District agrees only to provide required sampling, testing, analysis and reporting to satisfy the terms and

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conditions of the permit. Any remedial work made necessary due to noncompliance with the requirements of such permit shall be either contracted for by City without participation of the District or performed or subcontracted by the District on a time and materials or direct cost basis. All such remedial work shall be performed only at the direction of City; District assumes no responsibility for performance of remedial work after reporting the necessity of such remedial measures to City unless or until so directed by City.

4. **SUBCONTRACTS:** It is agreed District may contract or subcontract with any persons, firms, corporations, partnerships, political subdivisions or other organizations to carry out its responsibilities under this Agreement and that City may, upon notification to District, contract with any persons, firms, corporations, partnerships, political subdivisions or other organizations for performance of any work to be performed by District under this Agreement, other than operations and maintenance services provided to City for the monthly lump sum amount specified herein.

5. **INSURANCE:** City agrees it shall purchase or maintain existing comprehensive general liability insurance at its own expense naming both the City and the District as insureds; such insurance shall be in such amounts as are mutually agreed upon by City and District. City agrees to provide written evidence of such insurance to District within five days advance written notice by District.

6. **INDEMNITY:** District agrees that it shall indemnify, defend and hold City harmless from any and all liability, damage, expense, cause of action, claim, suit or judgment arising from injury or damage to persons or property directly or indirectly caused by or arising from any acts or omissions of District, its subcontractors, agents or employees in relation to District's obligations under this Agreement to the extent that such liability, damage, expense,

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claim, suit or judgment is not covered by insurance. City agrees it shall indemnify, defend and hold District harmless from any and all liability, damage, expense, cause of action, claim or judgment arising from injury or damage to persons or property, directly or indirectly caused by or arising from any acts or omissions of City, its subcontractors, agents or employees, in relation to City's obligations under this Agreement, to the extent such liability, damage, expense, cause of action, claim, suit or judgment is not covered by insurance.

7. **TERM OF AGREEMENT AND RENEWAL:** This Agreement shall be for a term of one year beginning May 1, 2022 and ending April 30, 2023, and may be renewed for additional one-year terms by mutual agreement of the parties; provided, however, that the parties to this Agreement may renegotiate any additional terms, duties, responsibilities or compensation amounts for any renewal term. In the event this Agreement is not renewed upon the expiration of any one-year term, the Agreement shall continue on a month-to-month basis under the same terms and conditions contained in this Agreement or the then current agreement, unless notice of termination is given as specified below.

8. **TERMINATION:** This Agreement may be terminated by either party by providing written notice to the non-terminating party at least thirty days prior to the end of the initial term of this Agreement or any renewal term or for material breach of any term or condition of this Agreement; otherwise, this Agreement may be terminated for any reason upon one party giving the other party at least ninety (90) days advance written notice of termination.

9. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement is the entire agreement between the parties and supersedes and cancels any and all prior agreements, negotiations, understandings, whether verbal or written in form, which predate this Agreement. This Agreement may be modified by written amendment signed by both parties hereto; no oral

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modification of this Agreement shall be enforceable unless and until such modification is confirmed in writing and signed by authorized representatives for each party to this Agreement who obtain such authorization by ordinance or official resolution of the governmental entity which they represent.

10. **BINDING EFFECT:** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and no benefit or obligation of any term or condition of this Agreement may be assigned or delegated except as specifically authorized herein.

11. **AUTHORITY OF SIGNATORIES:** The persons signing this Agreement hereby represent that they are duly authorized to enter into this Agreement and have taken all procedural measures required by law to bind the governmental entities which are parties to this Agreement.

[Remainder of page is blank; signature page to follow]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF ASHLAND, MISSOURI

**BOONE COUNTY REGIONAL
SEWER DISTRICT**

By: _____
Mayor

By: _____
Randall Chann, Chairman

ATTEST:

ATTEST:

City Clerk

Lara Florea, Assistant Secretary

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EXHIBIT A

**City of Ashland — Boone County Regional Sewer District (BCRSD)
Wastewater Operations and Maintenance Agreement
_____, 2022**

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EXHIBIT B

BOONE COUNTY REGIONAL SEWER DISTRICT 2022 LABOR AND EQUIPMENT RATES

All Other Work performed in accordance with the Agreement for District's provision of operations and maintenance for wastewater treatment systems to City that is not specified in Exhibit A to the Agreement, including, but not limited to, pump station degreasing, laboratory testing, routine cleaning, emergency services, spot repairs and monitoring, shall be charged and billed to City at rates as follows:

LABOR	RATE	UNIT
Equipment Operator	\$ 31.63	hour
Wastewater Operator	\$ 32.27	hour
Wastewater/Equipment Operator	\$ 36.88	hour
Senior Wastewater Operator	\$ 44.29	hour
Senior Equipment Operator	\$ 47.53	hour
Lead Operator	\$ 51.27	hour
Project Manager/Construction Inspector	\$ 59.85	hour
Operations Manager	\$ 62.82	hour

*Overtime rates for labor are 1.5 times rates shown above.

EQUIPMENT

Vehicle - 1/2 Ton Service Truck	\$ 37.55	hour
Vehicle - 1 Ton 4WD Flatbed with Crane/Hoist Bed	\$ 45.45	hour
Vehicle - Dump Truck	\$ 146.15	hour
Vacuum Tank Truck (2400 Gallon Capacity) PER LOAD	\$ 729.75	Load
Vacuum Tank Truck PER HOUR	\$ 102.38	hour
Sewer Jet/Root Cutting Tool	\$ 146.25	hour
TV Inspection Trailer	\$ 146.25	hour
Centrifugal Pump 6" w/suction/discharge hoses	\$ 54.60	hour
Diaphragm Pump 3"	\$ 41.00	hour
Centrifugal Pump 2"	\$ 26.35	hour
Centrifugal Pump 1.5"	\$ 26.35	hour
Centrifugal Pump 3"	\$ 3.65	hour
1.5, 2.0 or 3" Suction Hose 20' Section	\$ 13.70	hour
1.5, 2.0 or 3" Discharge Hose 20' Section	\$ 13.70	hour
Backhoe/Trailer (Excavator)	\$ 238.80	hour
Utility Tractor/Trailer/Mower/Blade	\$ 143.20	hour
Portable Generator 8HP	\$ 41.00	hour
Triple Gas Detector	\$ 32.90	hour
Smoke Blower	\$ 22.70	hour
Ventilation Blower Portable	\$ 20.50	hour
Safety Tripod/Wincher/Harness	\$ 20.50	hour

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Cutoff Saw 14" Gas Powered	\$	43.00	hour
Chainsaw 18" Gas Powered	\$	27.60	hour
LABORATORY TESTING*			
AMMONIA	\$	22.00	each
BOD5	\$	44.00	each
E-COLI	\$	31.00	each
GREASE & OIL	\$	43.00	each
NITROGEN	\$	22.00	each
NO DISCHARGE REPORT	\$	25.55	each
pH	\$	9.00	each
PHOSPHOROUS	\$	26.00	each
TSS (Total Suspended Solids)	\$	17.00	each

*ACTUAL COSTS OF TESTING BY OUTSIDE LAB SHALL BE CHARGED TO CITY IN THE EVENT SUCH COSTS ARE IN EXCESS OF THE RATE LISTED