

**CITY OF ASHLAND
109 EAST BROADWAY
BOARD OF ALDERMEN AGENDA
TUESDAY, OCTOBER 01 2013
7:00 P.M.**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 10-01-13 agenda: **Action:** _____
2. Consideration of the 9-16-13 special meeting minutes: **Action:** _____
3. Consideration of the 9-17-2013 meeting minutes: **Action:** _____
4. Bills to be paid: **Action:** _____

APPEARANCES

5. Lyn Woolford, Police Chief report
6. Travis Davidson, Assistant Public Works Director, monthly report
7. Anyone wishing to appear before the Board

APPOINTMENTS

8. Appointment of Emergency Management-Scott Olsen-Boone County Fire Department-Chief
9. Appointment of City Attorney 1. Dale Roberts 2. Fred Boeckmann

COUNCIL BILLS

10. Council Bill No. 2013-025, an ordinance amending Chapter 2, City Organization by amending Section 2.103. City Administrator 1. A. Appointment and Tenure of the City of Ashland Code of Ordinances. First Reading by title only. **Action:** _____

ORDINANCES

11. Ordinance No. 962, an ordinance amending Chapter 2, City Organization by amending Section 2.103. City Administrator 1. A. Appointment and Tenure of the City of Ashland Code of Ordinances. **Action:** _____

RESOLUTIONS

12. None

OTHER

13. Approval of City Administrator's contract
14. Discussion of Ward Two Alderman suspension
15. Discussion of Territorial Agreement with Consolidated Public Water District

16. Discussion of code change for qualifications of Aldermen

REPORTS

17. Mayor's Report

18. City Attorney Report

19. Board of Alderperson's Report

20. Vote to adjourn the meeting

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

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

The City of Ashland Board of Aldermen may have a study session, or special meeting or hold a closed meeting pursuant to Chapter 610.021 (1) thru 610.21 (21).

Posted: 9-26-2013

City Hall and Web site: www.ashlandmo.us

BOARD OF ALDERMEN
SPECIAL MEEETING
SEPTEMBER 16, 2013
DRAFT MINUTES NOT APPROVED BY BOARD
6:00 P.M.

Mayor Rhorer called the Board of Aldermen special meeting to order on September 16, 2013 at 6:00 p.m. at Ashland City Hall, 109 East Broadway.

Present:

Ward One: David Thomas-here, Louise Martin-here

Ward Two: John Hills-here

Ward Three: Carl Long-here

Absent: Ward Two: Jeff Anderson

Ward Three: Tony Taggart

Alderman Thomas made motion and seconded by Alderman Long to go into closed session pursuant to Chapter 610.021 (1) legal actions, causes of action or possible litigation and 610.21 (3) hiring, firing, disciplining or promoting of particular employee. Mayor Rhorer called for the vote. Alderman Thomas-aye, Alderwoman Martin-aye, Alderman Hills-aye, Alderman Long-aye. Motion carried.

Mayor Rhorer reported we are back in open session with reportable action of:

To suspend Alderman Anderson, call to impeach Alderman Anderson and ask for Alderman Anderson's resignation.

There was no other reportable action taken.

Alderman Thomas made motion and seconded by Alderwoman Martin to adjourn the meeting. Mayor Rhorer called for the vote. Motion carried.

Louise Martin, Alderwoman

Gene Rhorer, Mayor

SEPTEMBER 17, 2013
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order on September 17, 2013 at 7:00 p.m. at Ashland City Hall, 109 East Broadway.

Alderwoman Martin gave the invocation.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll.

Ward One: David Thomas-here, Louise Martin-here

Ward Two: John Hills-here

Ward Three: Anthony Taggart-here, Carl Long-here

Staff Present: Joy Ahern, Interim City Attorney, Lyn Woolford, Chief of Police and Jessica Kendall, Deputy City Clerk.

Mayor Rhorer presented the agenda for September 17, 2013 for consideration. Alderman Thomas made a motion and seconded by Alderman Long to approve the agenda as presented. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Mayor Rhorer presented the minutes of September 03, 2013 for consideration. Alderman Thomas made motion and seconded by Alderman Hills to approve the minutes as presented. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Alderman Anderson who had been suspended from the board participation earlier in the day approached the council members and apologized for his tardiness. He was asked to be seated in the public area and complied.

Mayor Rhorer presented the bills to be paid for consideration. Alderman Thomas made a motion and seconded by Alderman Hills to approve the bills as presented. Mayor Rhorer called for questions or comments. The Board asked several questions. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Lyn Woolford, Police Chief gave his monthly report to the Board. He updated the Board on revenue the city as received on traffic tickets. He also handed out the 2013 citation summary, Incident report listing and arrest file by officers. Police Chief Woolford reported he submitted a \$9,491.49 grant request with MO. Dept. of Public Safety. If approved, the city providing 10%

match to purchase two in car video cameras, gun racks for the patrol cars and traffic control devices.

Chief Woolford stated he didn't have time to check into storage for records being stored off site but he will check into such a facility before the next council meeting.

Mayor Rhorer asked if anyone else wishes to appear before the board. Alderman Anderson came before the council and expressed his concerns about board decisions in his absence and the selection of the city attorney.

Christina Kiefer, expressed concern regarding the lack of a council decision on the city attorney position. Ms. Kiefer felt that her volunteer time on the city attorney hiring committee was wasted. She wanted answers from the council regarding their decision not to move forward with the hiring committee's choice.

Curtis Twenter, 501 Springtime Dr., wanted the council to look into an ordinance that homeowners of cats should follow the same rules as homeowners of dogs. He also stated concerns of the walkway from Seasons Ridge to the park and schools.

Jan Anderson wanted the council to know she supports her husband and is upset with the Mayor and the decision to suspend her husband from the Board.

Alderman Thomas made motion to appoint Alderman Long as liaison for Police Advisory Committee. Seconded by Alderwoman Martin. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

In regards to the City Administrator search, committee member Alderman Hills recommended Josh Hawkins for City Administrator. Alderman Taggart from the City Administrator search committee agrees with the recommendation. Alderman Thomas made a motion to appoint Josh Hawkins as Ashland's City Administrator contingent upon the background check. Seconded by Alderman Hills. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Alderman Thomas made a motion to consider Council Bill No. 2013-023, An Ordinance authorizing the issuance of \$409,000 principal amount of combined waterworks and sewage system refunding revenue bonds, series 2013, of the City of Ashland, Missouri; authorizing certain actions and documents and prescribing other matters relating thereto; and adopting a tax-exempt financing compliance procedure. Alderman Long seconds the motion. Steve Goehl from D.A. Davidson & Co. was present to answer any questions and updated the Board that we received better interest rates than expected. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Alderman Thomas made motion to take up Council Bill No. 2013-024, An Ordinance to change the zoning of a parcel of land from (R-1) Single Family Residential to (R-2) Two Family Residential for Sherman and Joanne Horton. Alderwoman Martin seconds the motion. Owner Sherman Horton was present to answer any questions and addressed the Board of his attention to build a duplex facing Ash Street. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

On two occasions Mayor Rhorer had asked Mrs. Anderson to stop being disruptive. On the third occasion, City Attorney Joy Ahern demanded that the offensive behavior toward her stop. Alderman Anderson left voluntary and Mrs. Anderson was escorted out of the chamber room.

Mayor Rhorer asked if there was anything else the Board could do. Mr. Horton asked if the second reading could take place tonight so they could break ground. Mayor asked Attorney Bach if it was possible. It was. Mr. Horton thanked the board.

Alderman Thomas made a motion Ordinance No. 961. An , An Ordinance to change the zoning of a parcel of land from (R-1) Single Family Residential to (R-2) Two Family Residential for Sherman and Joanne Horton. Alderman Long seconds the motion. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Alderman Thomas made a motion to take up Ordinance No. 960. An Ordinance authorizing the issuance of \$409,000 principal amount of combined waterworks and sewerage system refunding revenue bonds, series 2013, of the City of Ashland, Missouri; authorizing certain actions and documents and prescribing other matters relating thereto; and adopting a tax-exempt financing compliance procedure. Alderman Long seconds the motion. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Alderman Thomas made motion to donate \$3,000 to the Ashland Optimist Club for operation of the community swimming pool. Alderman Hills seconds the motion. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-abstained. Motion carried.

Alderman Thomas made a motion to accept Bilt-Rite Buildings bid for roof repair/replacement, \$32,639.00. Alderman Taggart inquired about engineering approval. Mayor Rhorer explained the bids were redone. Alderman Thomas amended his motion on the contingency of engineering approval that the building can support the extra weight. Seconded by Alderwoman Martin. Mayor Rhorer called for a vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

Alderman Thomas made a motion to accept Sapp's Home Pro, Inc. for mold remediation. Alderman Hills seconded the motion. Mayor Rhorer called for a vote. Alderwoman Martin-aye,

Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

The next thing on the agenda was scheduling a two hour work session between the Board of Alderman and Allstate Consultants. After a short discussion Wednesday, October 9, 2013, 6-8 p.m., was decided to discuss traffic and sewer plant.

Mayor's Report:

Mayor Rhorer handed out information from Michael McCubbin regarding Keystone Subdivision. Mr. McCubbin wasn't available to attend tonight's meeting. Mayor Rhorer reported that Travis Davidson and himself went out and shot the basin. Mr. McCubbin would like a change to the basin. This issue will be on the agenda in the near future.

Interim City Attorney:

No Report

Board of Alderperson's Report:

Alderman Taggart suggested we look at the qualifications for City Alderman. For safety concerns maybe a background check is needed. Alderman Taggart handed out copies from other cities.

Alderman Martin wanted to thank Travis and Alderman Taggart for the fence on Pacer Drive. Also expressed support to Mayor Rhorer.

Alderman Thomas wanted to report that the paper misquoted him on Landmark Bank.

Alderman Hills expressed his support of Mayor Rhorer and Interim City Attorney Joy from Ahern and Bach. It's a privilege to serve whether appointed or elected.

Alderman Long voiced a concern on the cat situation.

Alderman Thomas made a motion and seconded by Alderwoman Martin to go into executive session pursuant to Chapter 610.021 (1) legal actions/litigation and (3) personnel matters. Mayor Rhorer called for a vote. . Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Long-aye. Motion carried.

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

Alderman Thomas made a motion and seconded by Alderman Hills to adjourn the meeting. Motion carried.

Jessica Kendall
City Treasurer/Deputy City Clerk

Gene Rhorer
Mayor

09.07.12 9/11/2013 THRU 9/26/2013 ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

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

ACCOUNTS PAYABLE CLAIMS						

10-02-2001	United States Treasure	FED/FICA TAX	1,163.58		9126536	9/20/13
10-02-2002	United States Treasure	FED/FICA TAX	1,846.10	3,009.68	9126536	9/20/13
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	395.00		24289	9/20/13
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	432.00	827.00	24289	9/20/13
10-02-2010	Missouri Local Government	Lagers - Reg.	585.77		24290	9/20/13
10-02-2010	Missouri Local Government	Lagers - Reg.	762.77	1,348.54	24290	9/20/13
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	4,879.51	4,879.51	2658	9/16/13
10-02-2012	MADISON NATIONAL LIFE	DENTAL INSURANCE	116.26	116.26	2665	9/16/13
10-10-5115	MOGFOA, TINA CHARUMILIND	SEMINAR JESSI	50.00	50.00	2671	9/16/13
10-10-5210	AHERN & BACH, LLC	CITY ATTORNEY AUGUST 2013	1,470.00		2648	9/16/13
10-10-5210	AHERN & BACH, LLC	LITIGATION CENTURYTEL	130.00	1,600.00	2648	9/16/13
10-10-5240	BUREAU CRIMINAL IDENTIFICATION	CRIMINAL BACKGROUND CHECK	26.00	26.00	2654	9/16/13
10-10-5240	COLUMBIA CREDIT UNION	CREDIT REPORT	5.00	5.00	2657	9/16/13
10-10-5240	MFA Agri Services	SERVICE CHARGE	2.87	2.87	2667	9/16/13
10-10-5300	SAPP'S HOME PRO, INC	JULY 8-AUGUST 7	2,520.00	2,520.00	2676	9/16/13
10-10-5300	SPRINGFIELD INDOOR AIR QUALITY	AIR SAMPLES, REPORT	177.33	177.33	2677	9/16/13
10-10-5303	MOSER'S DISCOUNT FOODS	TOILET PAPER	19.99	19.99	2686	9/26/13
10-10-5305	AMERENUE	UTILITIES	94.07	94.07	2679	9/26/13
10-10-5360	CENTURYLINK	1/2 2091, 1/3 7018	49.13	49.13	2656	9/16/13
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL	6.25	6.25	2651	9/16/13
10-10-5380	CULLIGAN WATER	BOTTLED WATER	3.85	3.85	2659	9/16/13
10-10-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	28.59	28.59	2684	9/26/13
10-10-5380	PITHWIDGET	OFFICE/CHAMBER CLEANING	93.75	93.75	2674	9/16/13
10-10-5638	BOONE COUNTY JOURNAL	PUBLIC HEARING REZONING	174.90	174.90	2652	9/16/13
10-10-5670	QUILL CORPORATION	TONER	28.87	28.87	2687	9/26/13
10-10-5670	STAPLES CREDIT PLAN	MULTIPURPOSE PAPER, PENS	40.36	40.36	2689	9/26/13
10-10-5790	AMERENUE	UTILITIES	.11	.11	2679	9/26/13
10-10-5835	MIDWEST COMPUTECH	SAFETYNET MONTHLY FEE	64.00	64.00	2670	9/16/13
10-10-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	87.75	87.75	2673	9/16/13
10-10-5955	BOONE COUNTY JOURNAL	CITY WIDE AD	53.00	53.00	2652	9/16/13
10-11-5380	Atkins Pest Control	MONTHLY PEST CONTROL	6.25	6.25	2651	9/16/13
10-11-5380	CULLIGAN WATER	BOTTLED WATER	3.85	3.85	2659	9/16/13
10-11-5380	PITHWIDGET	OFFICE/CHAMBER CLEANING	93.75	93.75	2674	9/16/13
10-11-5425	CASEY'S GENERAL STORE, INC.	FUEL AUGUST 2013	115.00	115.00	2655	9/16/13
10-11-5670	QUILL CORPORATION	TONER	28.87	28.87	2687	9/26/13
10-11-5670	STAPLES CREDIT PLAN	MULTIPURPOSE PAPER, PENS	40.37	40.37	2689	9/26/13
10-11-5835	MIDWEST COMPUTECH	SAFETYNET MONTHLY FEE	20.00	20.00	2670	9/16/13
10-11-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	27.00	27.00	2673	9/16/13
10-15-5110	HOOPS UNLIMITED	T-SHIRTS POLICE	112.60	112.60	2662	9/16/13
10-15-5300	SPRINGFIELD INDOOR AIR QUALITY	AIR SAMPLES, REPORT	177.33	177.33	2677	9/16/13
10-15-5305	AMERENUE	UTILITIES	95.07	95.07	2679	9/26/13
10-15-5360	AT&T MOBILITY	MDTS	180.22		2650	9/16/13
10-15-5360	AT&T MOBILITY	CELL PHONES	221.55	401.77	2682	9/26/13
10-15-5360	CENTURYLINK	1/3 7018	81.47	81.47	2656	9/16/13
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL	6.25	6.25	2651	9/16/13
10-15-5380	CULLIGAN WATER	BOTTLED WATER	3.85	3.85	2659	9/16/13
10-15-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	28.60	28.60	2684	9/26/13
10-15-5380	PITHWIDGET	OFFICE/CHAMBER CLEANING	93.75	93.75	2674	9/16/13
10-15-5420	Main Street Car Wash	CAR WASH TOKENS	50.00	50.00	2666	9/16/13
10-15-5420	RANDY'S AUTO REPAIR	OIL CHANGE, AIR & FUEL FILTER	122.91	122.91	2688	9/26/13
10-15-5425	Warrenton Oil Company	FUEL AUGUST 2013	1,676.24	1,676.24	2678	9/16/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
10-15-5640	Mid Missouri Drug Testing	DRUG TESTING DL, LW	57.00	57.00	2669	9/16/13
10-15-5670	QUILL CORPORATION	TONER	28.87	28.87	2687	9/26/13
10-15-5670	STAPLES CREDIT PLAN	MULTIPURPOSE PAPER, PENS	40.36	40.36	2689	9/26/13
10-15-5835	MIDWEST COMPUTECH	SAFETYNET MONTHLY FEE	86.00	86.00	2670	9/16/13
10-15-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	569.65	569.65	2673	9/16/13
10-18-5240	COLUMBIA/BOONE CO.HEALTH DEPT.	HEPATITIS B IMMUNIZATION 2	55.00	55.00	2683	9/26/13
10-18-5305	AMERENUE	UTILITIES	40.70	40.70	2679	9/26/13
10-18-5368	BOONE ELECTRIC COOPERATIVE	UTILITIES	35.34	35.34	2653	9/16/13
10-18-5371	AMERENUE	UTILITIES	4.21		2679	9/26/13
10-18-5372	AMERENUE	UTILITIES	2.88		2679	9/26/13
10-18-5373	AMERENUE	UTILITIES	6.09	13.18	2679	9/26/13
10-18-5380	ASHLAND OPTIMIST CLUB	COMMUNITY POOL	3,000.00	3,000.00	2681	9/26/13
10-18-5410	Farm Power Lawn & Leisure, Inc	DECK WHEEL FRONT DECK MOWER	25.16	25.16	2661	9/16/13
10-18-5410	O'REILLY AUTOMOTIVE STORES,INC	OIL AND FILTERS FOR EQUIPMENT	46.40	46.40	2672	9/16/13
10-18-5420	Main Street Car Wash	CAR WASH TOKENS	12.50	12.50	2666	9/16/13
10-18-5425	MFA Oil Company	FUEL AUGUST 2013	476.69	476.69	2668	9/16/13
10-18-5603	RIBACK SUPPLY COMPANY	MENS PARK RESTROOMS	170.27	170.27	2675	9/16/13
10-18-5605	Westlake Hardware	SEEDER,	54.99	54.99	2690	9/26/13
10-18-5950	ANGEL LANE DESIGNS	FALL FESTIVAL SHIRTS	20.00	20.00	2680	9/26/13
10-18-5950	DIEDERICH BROTHERS FARM	RENTED STRAW BALES	120.00	120.00	2660	9/16/13
10-18-5950	JEFF HAWKINS	FALL FESTIVAL SECURITY	200.00	200.00	2663	9/16/13
10-18-5950	JOBSITE SANITARY TOILETS	FALL FEST. TOILET RENTALS	335.00	335.00	2685	9/26/13
10-18-5954	MOSER'S DISCOUNT FOODS	TEEN NIGHT FOOD	159.00	159.00	2686	9/26/13
15-16-5448	JEFFREY R. KAYS	PROSECUTING ATTORNEY	833.33	833.33	2664	9/16/13
20-02-2001	United States Treasure	FED/FICA TAX	212.47		9126536	9/20/13
20-02-2002	United States Treasure	FED/FICA TAX	396.02	608.49	9126536	9/20/13
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	72.00		24289	9/20/13
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	72.00	144.00	24289	9/20/13
20-02-2010	Missouri Local Government	Lagers - Reg.	262.00		24290	9/20/13
20-02-2010	Missouri Local Government	Lagers - Reg.	262.00	524.00	24290	9/20/13
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	1,148.12	1,148.12	2658	9/16/13
20-20-5110	ANGEL LANE DESIGNS	SAFETY GREEN SHIRTS DUSTIN	16.00	16.00	2680	9/26/13
20-20-5305	AMERENUE	STREET LIGHTS	3,526.86		2649	9/16/13
20-20-5305	AMERENUE	UTILITIES	40.70	3,567.56	2679	9/26/13
20-20-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	846.49	846.49	2653	9/16/13
20-20-5360	AT&T MOBILITY	CELL PHONES	38.57	38.57	2682	9/26/13
20-20-5360	CENTURYLINK	1/5 2568, INTERNET	19.45	19.45	2656	9/16/13
20-20-5410	O'REILLY AUTOMOTIVE STORES,INC	OIL AND FILTERS FOR EQUIPMENT	46.38	46.38	2672	9/16/13
20-20-5420	Main Street Car Wash	CAR WASH TOKENS	12.50	12.50	2666	9/16/13
20-20-5425	MFA Oil Company	FUEL AUGUST 2013	442.16	442.16	2668	9/16/13
20-20-5835	MIDWEST COMPUTECH	SAFETYNET MONTHLY FEE	20.00	20.00	2670	9/16/13
20-20-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	27.00	27.00	2673	9/16/13
45-02-2001	United States Treasure	FED/FICA TAX	748.63		9126536	9/20/13
45-02-2002	United States Treasure	FED/FICA TAX	1,283.12	2,031.75	9126536	9/20/13
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	244.00		24289	9/20/13
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	283.00	527.00	24289	9/20/13
45-02-2010	Missouri Local Government	Lagers - Reg.	666.92		24290	9/20/13
45-02-2010	Missouri Local Government	Lagers - Reg.	744.50	1,411.42	24290	9/20/13
45-02-2012	COVENTRY HEALTH CARE OF MO.	HSA HEALTH INSURANCE	736.12		24271	9/16/13
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	2,009.21	2,745.33	24271	9/16/13
45-02-2012	MADISON NATIONAL LIFE	DENTAL INSURANCE	26.71	26.71	24277	9/16/13
45-02-2014	COLBY BRANCH	HSA	95.08	95.08	9126538	9/20/13
45-02-2014	WADE MIDDLEAUGH	HSA	95.08	95.08	9126537	9/20/13
45-30-4245	BJCMG	OVERPAYMENT REFUND	2,132.68	2,132.68	24265	9/16/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
45-30-4245	JOHN & DEBRA GARDNER	OVERPAYMENT REFUND	76.12	76.12	24274	9/16/13
45-30-4245	KELLY HENDERSON	OVERPAYMENT REFUND	67.10	67.10	24275	9/16/13
45-30-4245	WHITNEY WHITEHEAD	OVERPAYMENT REFUND	7.52	7.52	24288	9/16/13
45-30-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	1,169.12	1,169.12	24266	9/16/13
45-30-5315	AMERENUE	UTILITIES	2,854.92	2,854.92	24292	9/26/13
45-30-5360	AT&T MOBILITY	CELL PHONES	103.18	103.18	24294	9/26/13
45-30-5360	CENTURYLINK	1/5 2568, INTERNET	91.43	91.43	24268	9/16/13
45-30-5420	Main Street Car Wash	CAR WASH TOKENS	12.50	12.50	24278	9/16/13
45-30-5425	BEE LINE SNACK SHOP	FUEL AUGUST 2013	149.33	149.33	24263	9/16/13
45-30-5618	HAWKINS, INC	CHLORINE	483.00	483.00	24297	9/26/13
45-30-5623	Consolidated Public Water	HUNTERS BEND	99.89	99.89	24270	9/16/13
45-30-5835	MIDWEST COMPUTECH	SAFETYNET MONTHLY FEE	20.00	20.00	24280	9/16/13
45-30-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	27.00	27.00	24285	9/16/13
45-35-5900	ALLIED WASTE SERVICES #035	MONTHLY RECYCLING	433.00	433.00	24291	9/26/13
45-40-5240	COLUMBIA/BOONE CO.HEALTH DEPT.	HEPATITIS B IMMUNIZATION 2	55.00	55.00	24295	9/26/13
45-40-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	542.74		24266	9/16/13
45-40-5311	BOONE ELECTRIC COOPERATIVE	ANGEL LANE	21.46	564.20	24266	9/16/13
45-40-5315	AMERENUE	UTILITIES	40.71		24292	9/26/13
45-40-5325	AMERENUE	UTILITIES	3,029.91		24292	9/26/13
45-40-5330	AMERENUE	UTILITIES	43.62		24292	9/26/13
45-40-5335	AMERENUE	UTILITIES	226.30		24292	9/26/13
45-40-5340	AMERENUE	UTILITIES	74.68		24292	9/26/13
45-40-5345	AMERENUE	UTILITIES	37.40		24292	9/26/13
45-40-5350	AMERENUE	UTILITIES	104.83	3,557.45	24292	9/26/13
45-40-5355	Westlake Hardware	BULBS FOR LIFT STATIONS	34.95	34.95	24304	9/26/13
45-40-5356	FROST ELECTRIC SUPPLY COMPANY	JUSTIN LIFT STATION PARTS	21.77	21.77	24296	9/26/13
45-40-5360	CENTURYLINK	1/5 2568, INTERNET	120.20	120.20	24268	9/16/13
45-40-5410	O'REILLY AUTOMOTIVE STORES,INC	OIL AND FILTERS FOR EQUIPMENT	46.38	46.38	24284	9/16/13
45-40-5420	Main Street Car Wash	CAR WASH TOKENS	12.50	12.50	24278	9/16/13
45-40-5425	CASEY'S GENERAL STORE, INC.	FUEL AUGUST 2013	411.78	411.78	24267	9/16/13
45-40-5425	MFA Oil Company	FUEL AUGUST 2013	118.00	118.00	24279	9/16/13
45-40-5605	COLUMBIA WELDING & MACHINE CO.	TOOL'S AND TANK LEASE	110.63	110.63	24269	9/16/13
45-40-5605	Lowe's Business Account	WEED SPRAYER, OFFICE SUPPLIES	75.97	75.97	24276	9/16/13
45-40-5608	BIO-GARD	ANGLE LANE SEWER SYSTEM P.M.	236.25	236.25	24264	9/16/13
45-40-5615	Engineering Surveys & Services	TESTING LAGOON	117.00	117.00	24273	9/16/13
45-40-5618	TITAN DISTRIBUTORS	BACTO BLEND REISSUED	2,619.00		24302	9/26/13
45-40-5618	TITAN DISTRIBUTORS	GREASE AWAY PINE DEGREASER	2,973.00	5,592.00	24302	9/26/13
45-40-5670	Lowe's Business Account	WEED SPRAYER, OFFICE SUPPLIES	3.76	3.76	24276	9/16/13
45-40-5810	JOE MACHENS	2014 FORD S550	36,559.00	36,559.00	24260	9/12/13
45-40-5810	MISSOURI DEPT OF REVENUE	TITLE FOR 2014 FORD	11.00	11.00	24281	9/16/13
45-40-5835	MIDWEST COMPUTECH	SAFETYNET MONTHLY FEE	20.00	20.00	24280	9/16/13
45-40-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	27.00	27.00	24285	9/16/13
45-45-5315	AMERENUE	UTILITIES	40.71	40.71	24292	9/26/13
45-45-5360	AT&T MOBILITY	CELL PHONES	19.46	19.46	24294	9/26/13
45-45-5360	CENTURYLINK	1/5 2568, INTERNET	19.46	19.46	24268	9/16/13
45-45-5410	O'REILLY AUTOMOTIVE STORES,INC	OIL AND FILTERS FOR EQUIPMENT	46.38	46.38	24284	9/16/13
45-45-5415	WATER & SEWER SUPPLY, INC.	HOSE FOR SEWER JETS	80.53	80.53	24303	9/26/13
45-45-5425	BEE LINE SNACK SHOP	FUEL AUGUST 2013	430.50	430.50	24263	9/16/13
45-45-5625	HD SUPPLY WATERWORKS,LTD	SETTERS ENDS, COUPLINGS	77.90	77.90	24298	9/26/13
45-45-5628	APAC - MISSOURI, INC.	STREET PATCH WATER LEAK REPAIR	407.58	407.58	24293	9/26/13
45-45-5628	HD SUPPLY WATERWORKS,LTD	SETTERS ENDS, COUPLINGS	125.76	125.76	24298	9/26/13
45-45-5628	WATER & SEWER SUPPLY, INC.	WATER SERVICE PARTS	1,043.00	1,043.00	24303	9/26/13
45-50-5240	SPRINGFIELD INDOOR AIR QUALITY	AIR SAMPLES, REPORT	177.32	177.32	24287	9/16/13
45-50-5360	CENTURYLINK	1/2 2091, 1/3 7018	49.14	49.14	24268	9/16/13

CITY OF ASHLAND
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	6.25	6.25	24262	9/16/13
45-50-5380	CULLIGAN WATER	BOTTLED WATER	3.85	3.85	24272	9/16/13
45-50-5380	RICOH USA, INC	COPIER AGREEMENT IR3030	28.60	28.60	24299	9/26/13
45-50-5380	PITHWIDGET	OFFICE/CHAMBER CLEANING	93.75	93.75	24286	9/16/13
45-50-5670	QUILL CORPORATION	TONER	28.87	28.87	24300	9/26/13
45-50-5670	STAPLES CREDIT PLAN	MULTIPURPOSE PAPER, PENS	40.37	40.37	24301	9/26/13
45-50-5835	MIDWEST COMPUTECH	SAFETYNET MONTHLY FEE	20.00	20.00	24280	9/16/13
45-50-5835	PERSONALIZED COMPUTERS	MONTHLY COMP. MAINTENANCE	27.00	27.00	24285	9/16/13
45-55-5115	MOGFOA, TINA CHARUMILIND	SEMINAR JESSI	50.00	50.00	24283	9/16/13
45-55-5210	AHERN & BACH, LLC	CITY ATTORNEY AUGUST 2013	1,470.00	1,470.00	24261	9/16/13
45-55-5225	Mo. Dept. of Natural Resources	MONTHLY PRIMACY FEE	342.31	342.31	24282	9/16/13
45-55-5360	CENTURYLINK	1/5 2568, INTERNET	19.46	19.46	24268	9/16/13
45-55-5531	UMB BANK	REFINANCING OF 2006 BOND	100,000.00	100,000.00	9126539	9/25/13
TOTAL ACCOUNTS PAYABLE CHECKS				199,334.10		

PAYROLL CHECKS

10	GENERAL	9,242.19
20	STREET	2,001.05
45	UTILITIES	6,415.56
PAYROLL CHECKS ON 9/20/2013		17,658.80
TOTAL PAYROLL CHECKS		17,658.80

***** REPORT TOTAL *****

216,992.90

FUND FUND NAME	AMOUNT	TOTAL	CHECK#	DATE
GENERAL		33,280.04		
COURT FUND		833.33		
STREET		9,461.77		
UTILITIES		173,417.76		

Judge Dale Hardy Roberts, Ret., C.B.A., J.D.

308 Douglas Drive
Ashland, Mo. 65010
573-355-3513 (Cellular)
202-280-1035 Facsimile

Monday, July 29, 2013
Proposal for Legal Services

Darla Sapp, City Clerk
City of Ashland, Mo.
109 East Broadway
Ashland, Mo. 65010

Dear Ms. Sapp,

I was out of state, for training, when I received notice of this opening. My summer travel is completed and I am happy to have the opportunity to respond to the city's request for proposals.

Enclosed is a copy of my resume, and I will address the city's request for information in the order it appears in the request.

CITY ATTORNEY – SERVICES:

1. I am a licensed attorney. My Missouri Bar number is 34705.
2. I have experience in municipal law, as indicated in the private practice section of my resume.
 - a. This experience includes drafting ordinances.
3. I also have experience in municipal law, arising from my 12 years as a Judge with the Missouri Public Service Commission where I dealt with utility companies and municipalities alike.
4. I served for 2 years as the Assistant Chief Investigations Counsel for the Missouri Department of Insurance and can provide references of Insurance attorneys I worked with.
5. I have extensive experience working with the Missouri Legislature, dating back to the early 1990s.
6. For the past 4 years I have been invited to teach Firearms Law for the Missouri Legislature. I am the only attorney to whom they have extended such an invitation.
 - a. I work well with members on both sides of the political aisle and can provide references from Democrats and Republicans alike.

- b. In each of the last four years I have lobbied for, and successfully gotten passed, new legislation.
7. The City's request does not inquire about this issue specifically, however,
- a. I have taught *Employment Discrimination Law* for the University of Missouri for the past 20 years and am quite comfortable dealing with personnel issues.
 - b. I have also taught *Constitutional Law* for the University's Law Enforcement Training Institute (their "police academy") and am accustomed to working with, and training, law enforcement officers.
 - c. I am certified by the Missouri Department of Public Safety, Peace Officers Standards and Training, as a "Specialist" to teach the following topics for law enforcement officers:
 - Missouri Statutory Law,
 - Constitutional Law,
 - Ethics and Professionalism,
 - Cultural Diversity,
 - Case and Trial Preparation,
 - Report Writing,
 - Juvenile Justice and Procedures, and
 - I am a Law Enforcement Firearms Instructor.
 - i. Given the opportunity to do so, I would enjoy providing training and/or legal updates for the officers of the Ashland Police Department.
 - ii. In fact, I taught some of the classes for your new officer, Braden Duckworth, and you may feel free to ask him about my qualifications.

PERSONNEL:

8. I do not anticipate needing to delegate work to less qualified individual. If I did, I would certainly follow the requirements set by the city, as well as local, state and federal law.

EXPERIENCE:

9. I do not currently represent any municipal or government clients.

LOCATION OF BUSINESS:

10. I am a resident of Ashland. Any work I undertake for the city would be accomplished working from my home, here in Ashland.

FEE SCHEDULE:

11. My hourly rate is \$90 per hour billed in quarter hour increments.
- a. I do *not* charge for mileage on trips of less than 40 miles round-trip.
 - i. When mileage is incurred, I charge the IRS rate for mileage in effect at the time of the travel.

- b. I do *not* charge for routine postage or for any postage expense incurred in a single mailing of less than \$5.
- c. I do *not* charge for telephone or fax costs.
- d. I do charge for copies at a rate of \$0.10 per page for black and white printing, and \$0.60 per page for color printing.

I understand and agree with the provisions listed under Duration and Right of Refusal.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Robert J. Roberts".

PS - Thank you for reviewing my proposal. I believe my qualifications and experience make me a unique fit for the City of Ashland. I look forward to the opportunity for an interview and to discuss this further, at your convenience.

DALE HARDY ROBERTS, C.B.A., J.D.

308 Douglas Dr.
Ashland, MO 65010
Voice: 573-355-3513
Fax: 202-280-1035
DaleHardyRoberts@gmail.com

SUMMARY OF QUALIFICATIONS:

- 5 years in an active trial practice.
- 3 years representing a local municipality.
- 12 years as a Judge.
- 4 years combined Law Enforcement and Fraud Investigation.
- 24 years teaching Law, as an Adjunct Professor, for the University of Missouri.
- Resident of Ashland, Mo.

EMPLOYMENT

Executive Director
Columbia Police Officers' Association
1301 Vandiver Drive, Suite 102
Columbia, MO 65202

January 2013 – Present

I accepted this position to assist the CPOA with the resolution of certain tax and regulatory issues, as well as to conduct contract negotiation on CPOA's behalf with the City of Columbia.

I have also undertaken fundraising efforts for CPOA, developed a long-range public relations plan, implemented an information technology and document retention program, and am in the process of completing their professional education (POST) training program.

Adjunct Assistant Professor
University of Missouri-Columbia
Columbia, Mo. 65211

August 1989 to May 2013

I taught *Employment Discrimination Law* for business seniors, graduate students and law students. I taught this class for 22 years. I also taught *Commercial Paper* and *Legal Strategies for Entrepreneurs*.

In August of 2011, I started teaching *Constitutional Law* for the Law Enforcement Training Institute of the University of Missouri. I am licensed by the POST Commission, as a *Specialist*, to teach:

Missouri Statutory Law,	Constitutional Law,
Ethics and Professionalism,	Cultural Diversity,
Case and Trial Preparation,	Report Writing, and
Juvenile Justice and Procedures,	I am a Law Enforcement Firearms Instructor.

Assistant Chief Investigations Counsel
Special Investigations, Dept. of Insurance
P.O. Box 690
Jefferson City MO 65102

May 1, 2007 to May 1, 2009

The Special Investigations Section is a *Criminal Justice Agency* with MULES access. I was assigned to this position to coordinate the legal aspects of the investigations and to provide 'on-call legal advice' for the Investigators in the midst of their investigations. In 2008 I completed the National Insurance Crime Bureau's "MEGA Special Investigations Academy" (Fraud Investigation Academy.)

Roberts for Judge (Campaign)

January 2006 to January 2007

I filed for the newly created position of Associate Circuit Court Judge in the 13th Judicial Circuit of Missouri. I won a contested primary, but lost the general election. Although Judges must run on a partisan ticket, I enjoyed strong support from both sides of the political aisle. In fact, my campaign manager was a former party president from the other side of the aisle.

State Supervisor (Division Director)
Division of Alcohol and Tobacco Control (ATC)
301 West High Street #860
Jefferson City, Mo. 65102

May 2005 to December 2005

ATC is a statewide law enforcement and regulatory agency. As the Director, I supervised 35 Special Agents (POST certified law enforcement officers) as well as 25 non-commissioned employees. In addition to our law enforcement duties, my Division collected 25 million dollars annually, from liquor, wine and beer taxes, and 3 million dollars in fees for processing over 22,000 license applications.

Chief Administrative Law Judge
Missouri Public Service Commission
200 Madison Street, Governor Office Building #909
Jefferson City, Mo. 65101

October 1992 – May 2005

I performed three distinct functions; Division Director of the Adjudication Division, Secretary of the Commission, and Chief Judge.

- (1) As Division Director of the Adjudication Division, I managed the Division's budget, personnel, and purchasing. I was responsible for the appointment and supervision of the other 8 Judges and I supervised a staff of 22 FTE, and the Data Center.
- (2) As Secretary of the Commission I signed and certified each order issued by every other Judge on the panel. I had oversight of the security and preservation of all case files and official documents of the Commission as well as the information technology plan for the data Center.
- (3) As Chief Judge I provided legal advice to the five-member Commission on cases pending before the Commission. I also controlled the coordination of court reporting services and had the same daily responsibilities as an individual Judge over my own docket.

Note: At the time I left, I was the only PSC Judge who never had a case reversed on appeal. Similarly, the Commissioners never suffered reversal for any legal advice I provided or any policy I introduced.

Attorney - Hearing Officer
Department Of Social Services
P.O. Box 1527
Jefferson City, Mo. 65102

January 1992 - October 1992

I convened hearings to grant, continue, deny or discontinue the benefits and licenses which are controlled by the Department of Social Services. Those hearings included the determination of responsibility in cases of alleged abuse and neglect in a nursing home context.

Crepeau & Roberts, P.C.
2501 West Ash Street
Columbia, Missouri 65203

1984 to December 1991

Our firm provided legal representation of a local municipality (representing the Village of Vandiver, Mo.) which gave me experience in Municipal Law, Sovereign Immunity and zoning issues. In addition, I also practiced in the areas of Business Law, Patent Trademark and Copyright Law, and Military Law.

I was hired as a law clerk by Dewey Crepeau during my first year of law school and continued with Mr. Crepeau beyond graduation until when we formed Crepeau & Roberts, P.C. I sought as much trial experience as possible and, for that reason focused on Criminal Law.

EDUCATION:

The National Judicial College
University of Nevada, Reno
Reno, NV 89557

Advanced Judicial Studies
July 2002

I began my post-doctoral legal studies with the Judicial College in 1994. I subsequently enrolled in their five-year Judicial Development Program. The program required a minimum of 40 semester hours of advanced Judicial Studies in topics such as Advanced Evidence, Expert Witnesses in the Courtroom, Court Management for Judges, Financial Statements in Evidence, Effective Case flow Management, and other courses, which enhanced my professional skills on and off the bench.

University of Missouri
School of Law
Columbia, Mo. 65211

Doctor of Jurisprudence
August 1984 - December 1986

I began my studies in August of 1984 and graduated in December, 1986. I was able to earn my degree one semester early by attending law school during the summer semesters.

HONORS & ACTIVITIES

Member: Board of Advocates. Selection is based upon Moot Court competition results.
President: Missouri Association of Trial Attorneys (student chapter) 1985-86.
Clerk/Intern: I performed an internship for the Honorable William A. Knox, Federal Magistrate, U.S. District Court, Western District of Missouri.

Creighton University
2500 California St.
Omaha, Ne. 68178

Classical Bachelor of Arts
January 1981 - May 1984

The Classical Bachelor of Arts requires the ability to read, write and speak Greek, Latin, and (in my program) French. My degree also required the completion of a senior dissertation. Creighton has only conferred 70 CBA degrees since 1878. I believe I was the 54th such recipient.

HONORS & ACTIVITIES

1981-82 Captain of the Creighton University ROTC Rifle Team.
1984 Senior Dissertation/Thesis: *The Influence of Classical Civilization on the Colonial American College from 1640 to 1790.*
1984 Graduate of the Creighton Honors Program and the Jesuit Humanities Program.

MILITARY SERVICE:

United States Air Force
Strategic Air Command Headquarters
Ehrling Bergquist USAF Regional Hospital
Offutt Air Force Base, (Omaha) Ne. 68113

February 1977 to January 1981

I volunteered for military duty and trained as a Corpsman/Paramedic. I worked two years in the Labor & Delivery suite, Newborn Nursery and the Operating Room. After two years, I was promoted to the position of Non-Commissioned Officer in Charge (NCOIC) of the entire Ob/Gyn wing.

As the NCOIC, I supervised 21 Hospital Corpsmen and 6 civilian nurses. I was responsible for continuing advanced medical training, as well as discipline, staff promotions, Inspector General Reviews and inspections, and all other unit operations. My fiscal duties included all budget matters, purchasing expendable supplies as well as medical and surgical monitoring equipment.

USAF HONORS & ACTIVITIES

1981 Honorable Discharge
1981 Awarded *The Meritorious Service Medal.*
1980 *Airman of the Year* Department of the Air Force, E.B. USAF Hosp.
1978 Strategic Air Command Certificate of Recognition:
"For Duty Performed With Air Command Combat Crew."

United States Naval Reserve
Naval & Marine Corps Reserve Center
Omaha Ne, St. Louis, Mo. and Columbia Mo.

July 1981 to August 1987

I joined the Naval Reserves for their superior reserve medical program. I volunteered for assignment to Rescue Squad 33, Omaha Fire Department, as it offered the opportunity to maintain hands-on experience with victims of heart attack, gunshot and stabbing wounds, severe motor vehicle trauma, and other areas of emergency medicine. Upon moving to Columbia, Mo., I transferred to the nearest Naval Reserve Medical Unit (Lambert Field, St. Louis.) I served there for almost 3 years and, in spite of the 250 mile round-trip commute, I maintained my 100% attendance.

PUBLICATIONS

Missouri Bar Courts & CLE Bulletin I was asked to serve as Editor for the *Utilities Law* column of the Missouri Bar's monthly Courts & CLE Bulletin. I prepared a monthly column on cases and trends in Utilities law and served as Editor from 1995 to 2005.

Introduction to Business Law, by Dale Hardy Roberts, Edited by Sarah Backer, Graphic Design by Renette Reiske. Copyright University of Missouri, 1993.

The University of Missouri asked me to write a textbook for Business Law and to develop a course to follow the text, for the Center of Independent Studies. I wrote the text and an entire course, complete with lectures, progress evaluations, examinations and all other necessary materials.

A Loud Court Decision Vol. 13 No. 2: The RANGE REPORT (NSSF magazine) Spring 2010.

Arma Virumque: Missouri Firearms Law© 2013 Dale Hardy Roberts, publication pending.

PROFESSIONAL AND CIVIC AFFILIATIONS:

Member:	Missouri Bar Association since 1988.
Member:	Missouri Police Chief's Association (2005-2009)
Member - Judge Advocate:	American Legion Post 202, Columbia, since 2005.
Committee - Chairman:	Missouri Bar Administrative Law (2003-2005)
Board Vice-President:	Central Missouri Humane Society (2003 – 2005)
President:	Seven Oaks Homeowners Assn., Inc. (2002-2003)
Committee Chairman:	NARUC Administrative Law Judges (2000-2001)
Member –Past Deacon:	Evangelical Free Church, member since 1976.
Vice-Pres. & Charter Member:	Missouri State Highway Patrol Citizens Alliance Alumni Association (April 2011 - Present)
Pro Bono Legal Counsel:	Coyote Hill Christian Children's Home (July 2011- Present)

PERSONAL REFERENCES:

Dan Ross, Executive Director
Missouri Municipal League
1727 Southridge Drive,
Jefferson City, MO 65109.
573-694-2519

Sgt. Tim Tinnin, Zone Sergeant
Missouri State Highway Patrol, Troop F
2920 North Shamrock Road, P.O. Box 568
Jefferson City, MO 65102-0568
573-694-0839

Rhonda Carlson, CRS, GRI, SRES,
C&C Construction / RE/MAX Boone Realty
33 E Broadway Ste 200
Columbia, Mo. 65203
573-874-3010

Captain Terry Toalson
Ashland Police Department
109 E Broadway, Ashland, MO 65010
573-657-9062 Office
573-442-5553 Mobile

FRED BOECKMANN
Attorney at Law
1401 Dunbar — Columbia, MO 65203
573-442-9691

July 29, 2013

Darla Sapp, City Clerk
Ashland City Hall
109 East Broadway
Ashland, MO 65010

RE: Proposal for Legal Services

Dear Ms. Sapp:

I am submitting this proposal in response to the City of Ashland's Request for Qualifications and Proposal for Legal Services.

City Attorney: Services. I am prepared to provide the services outlined in the scope of services set forth in the RFQ.

Personnel. I will personally perform all legal work unless other arrangements are made and approved by the City.

Experience. I am attaching my resume, which lists my experience representing municipal government. I retired in February of this year from the position of City Counselor for the City of Columbia and do not currently represent any municipal or government clients. For questions or more information about my work as Columbia's City Counselor, you may contact my immediate supervisor Deputy City Manager Tony St. Romaine or Columbia's City Manager Mike Matthes at 874-7214. Also, the mayor and board members should feel free to contact any current or former Columbia elected or appointed officials.

Location of Business. My office is located in my home in Columbia.

Fee Schedule. My hourly rate is \$125 per hour. I would not bill separately for mileage within Boone County, telephone, postage, or routine copies. If travel outside of Boone County is required, I propose that related expenses would be reimbursed in accordance with travel policies for the City of Ashland employees and officials. Also, any litigation expenses advanced would be reimbursed at cost.

Duration. The terms in the RFQ are acceptable.

Please let me know if the mayor or board would like additional information. Thank you for your time and attention to this matter.

Sincerely,



Fred Boeckmann

FRED BOECKMANN

1401 Dunbar — Columbia, MO 65203
573-442-9691 (H) — 573-268-3815 (C)
faboeckmann@gmail.com

EDUCATION:

1970

BACHELOR OF ARTS Saint Mary's of the Barrens: Perryville, Missouri

1974

JURIS DOCTOR Saint Louis University: St. Louis, Missouri

LEGAL EXPERIENCE:

1986-2013

CITY COUNSELOR: COLUMBIA, MISSOURI

- I managed all litigation in which the City was a party and advised the city council, city manager, department directors, and city boards and commissions on legal matters. I led a law department that grew from four lawyers in 1986 to eight lawyers in 2013. On occasion, I served as acting city manager when the city manager was absent from the city.
- I drafted thousands of ordinances and resolutions including substantial revisions to the City Code. I also drafted a number of amendments to the City Charter.
- I negotiated and drafted a wide variety of contracts.
- I served on the management negotiating team that negotiated with four labor groups representing city employees.
- I represented the City in the formation of a dozen Transportation Development Districts and two Community Improvement Districts. I was also involved in several Tax Increment Financing projects.
- Columbia experienced substantial growth over the past 25 years. Consequently, I spent a substantial amount of time on annexation, zoning, subdivision, and other land use issues.
- Columbia has a heavy concentration of media: MU School of Journalism, two daily newspapers, TV and radio stations, and various other local publications. Consequently, I gained extensive experience dealing with journalists and Sunshine Law issues.

1982-1986

CITY ATTORNEY: CAPE GIRARDEAU, MISSOURI

- I served as the chief legal adviser to the city council, city manager, and all city departments, agencies and officers. I also represented the City in court proceedings and before various governmental agencies.
- I performed legal work on a number of city projects including: a multi-purpose building constructed and operated jointly with Southeast Missouri State University; the establishment of a hotel/motel/restaurant tax to fund a tourism commission; approval of a downtown redevelopment plan; the establishment of a special business district; and a major sewer interceptor project.
- I drafted a wide range of legal documents including major city code revisions; a variety of leases and contracts; ballot questions, etc.

LEGAL EXPERIENCE (continued)**1974-1982****PRIVATE PRACTICE: CLAYTON, MISSOURI**

■ **GENERAL CIVIL PRACTICE** included experience in the following areas of law: bankruptcy, business organizations, civil rights, collections, consumer law, family law, landlord-tenant, OSHA, personal injury, probate, real estate, Social Security disability, wills and trusts.

■ **MUNICIPAL LAW PRACTICE** included experience in the following areas: age discrimination, code violations, condemnation and inverse condemnation, fair housing, land use, personnel disciplinary actions, union certification.

■ **PROSECUTING ATTORNEY:** Normandy, Missouri for three years.

■ **SPECIAL COUNSEL:** Represented a number of Saint Louis County cities and fire districts.

TRIAL COURT EXPERIENCE:

I have experience in State circuit courts and federal district courts in a variety of jury and non-jury matters including personal injury lawsuits; construction litigation; condemnations and inverse condemnations; discrimination cases brought under the Fair Housing Act; Age Discrimination in Employment Act; Civil Rights Act; and Equal Protection clause.

APPELLATE COURT EXPERIENCE:

I have briefed and argued cases before the Missouri Supreme Court, the Missouri Court of Appeals (Eastern and Western Districts), and the federal Eighth Circuit Court of Appeals.

PROFFESIONAL ASSOCIATIONS:

- Missouri Bar, past chair of Local Government Law Committee
- Missouri Municipal Attorneys Association, past president
- International Municipal Lawyers Association
- Boone County Bar Association

PUBLICATIONS:

- I wrote the chapter on Government Tort Liability, published in the Missouri Bar Deskbook: *Missouri Local Government Law*.
- I have written several articles for the *Missouri Municipal Review*.

PRESENTATIONS:

■ I have addressed the following organizations on a variety of municipal law topics: Missouri Municipal League; Missouri Municipal Attorneys Association; Missouri Bar; National Institute of Municipal Law Officers; American Public Works Association; and Scenic Missouri.

AWARD:**2004**

LOU CZECH AWARD: Missouri Municipal Attorneys Association
This annual award recognizes outstanding contributions to municipal law.

AN ORDINANCE OF THE CITY OF ASHLAND, MISSOURI, AMENDING CHAPTER 2; CITY ORGANIZATION SECTION 2.103. CITY ADMINISTRATOR 1. A. APPOINTMENT AND TENURE OF THE ASHLAND CODE OF ORDINANCES.

WHEREAS, the Board of Aldermen has determined that the proposed code amendment is necessary to conform with the city administrator contract.

WHEREAS, the Board of Aldermen has reviewed the ordinance and agree to the following changes.

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

Section 1. Amendment. Chapter 2; City Organization, Section 2.103. City Administrator 1.A. Appointment and Tenure shall be amended.

A. Appointment and Tenure: The City Administrator shall be an employee at will, and serve for a period of one year. His or her term shall automatically be renewed for an additional year upon the approval of a majority of the Board of Aldermen. In the event his or her term is not renewed, the former City Administrator shall serve as interim City Administrator until his or her successor is appointed or until his or her term is renewed.

Section 2. Code Language. Section 2.103. shall read as follows:

A. Appointment and Tenure: The City Administrator shall be an employee at will, and serve for a period of two years. His or her term shall automatically be renewed for an additional year upon the approval of the majority of the Board of Aldermen.

This Ordinance shall become in effect after its passage and approval.

Dated this _____ day of _____, 2013.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



THE CITY OF ASHLAND, MISSOURI

July 13, 2010

David Lee, General Manager
Consolidated Public Water Service District #1
1500 N. 7th Street
Columbia, Missouri 65201

RE: Service to Customers Within the City's Service Territory

Dear Mr. Lee,

This letter is in response to a conversation with Chad Henry of your office concerning a meter set issued by CPWSD #1 to serve property owned by Shawn Steelman located at Hunters Bend. This property is located within the City's water service territory. At this time, the closest City water main to this property is a considerable distance and thus the most reasonable way to provide water service to this property would be for CPWSD #1 to serve them until such time that a City water main has been extended to this property. If this is acceptable to you, please sign one copy of this letter and return it to my attention.

We are looking forward to cooperating with you on providing the best possible service to the citizens of Ashland and Boone County both efficiently and at a reasonable cost.

Sincerely,

Curtis Bennett
Utility Supervisor
Public Works Department
City of Ashland, Missouri

Signature

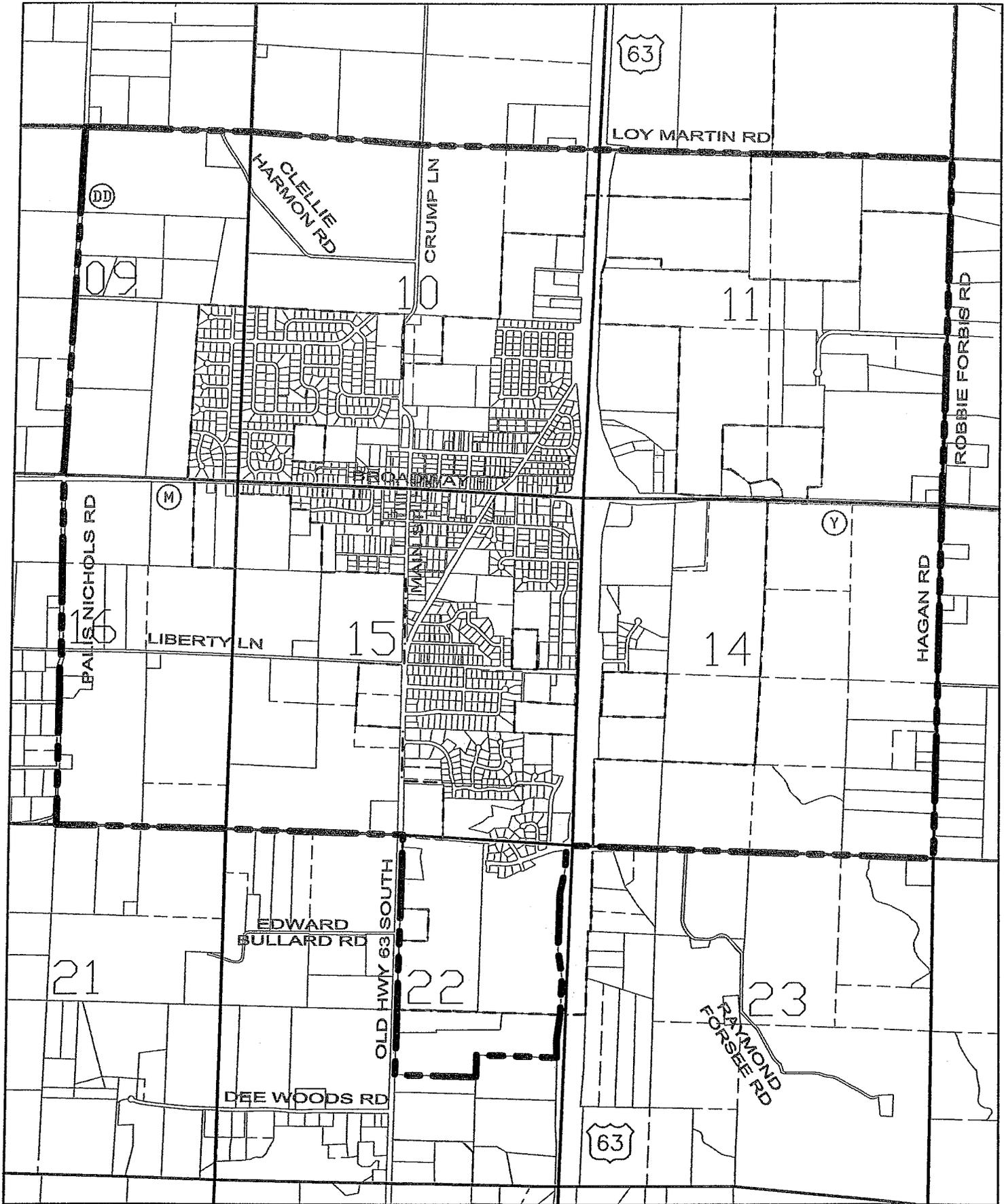
7/16/10

Date

Hunters Bend Tract 3

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

POLICE DEPT: (573) 657-9062 FAX: (573) 657-7018 WWW.ASHLANDMO.US



63

LOY MARTIN RD

CLELLIE HARMON RD

CRUMP LN

DD

09

11

ROBBIE FORBIS RD

M

PAUL NICHOLS RD

LIBERTY LN

15

Y

14

HAGAN RD

EDWARD BULLARD RD

OLD HWY 63 SOUTH

21

22

DEE WOODS RD

23

RAYMOND FORSEE RD

63

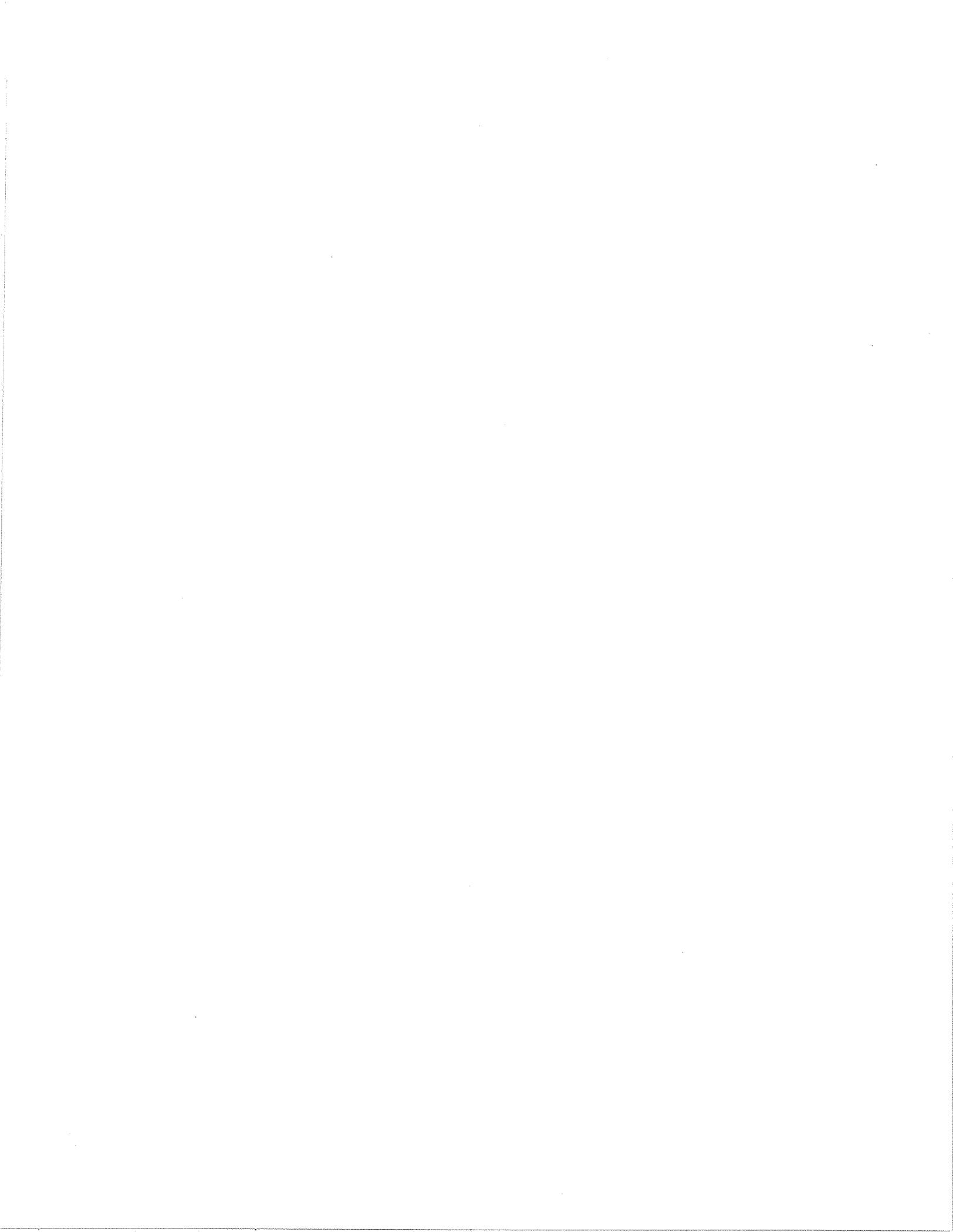
LEGEND

- Agreement Boundary
- City Limits
- Section Line
- Parcel Line



Scale: 1" = 2000'

Exhibit #3
 CPWSD #1 - City of Ashland
 Territorial Agreement Boundary



**TEMPORARY INTERCONNECT
and
WATER PURCHASE
AGREEMENT
(Hunter's Bend Plat 1)**

On this 10th day of June, 2006, the City of Ashland, Missouri (hereinafter "City") and Consolidated Public Water Supply District No. 1, Boone County, Missouri (hereinafter "District") exist adjacent to and abutting one another and have previously entered into a general territorial agreement for service and water sales to each other.

NOW, THEREFORE, in order to implement the terms of the territorial agreement with respect to an area within the City water service area known as Hunter's Bend Plat 1, in consideration of the mutual covenants set out herein, the City and District agree as follows:

1. Water mains within Hunter's Bend Plat 1 will be constructed and extended as City water mains subject to and in accordance with all of the specifications and requirements of the City. All applications for extension of water mains and applications for water service shall be made to the City, the same as any City subdivision. Services will be installed, meters read and water usage billed by the City.
2. Water services within Hunter's Bend Plat 1 shall be limited to five (5) lots until such time as City water mains reach the subdivision. When City water mains reach the subdivision, water service of District shall terminate and the City shall remove City piping from the District interconnect valve and install a mechanical joint plug onto District interconnect valve under District inspection.
3. Until such time as City water mains shall reach Hunter's Bend Plat 1, the District will supply the water for the subdivision. The cost of the 6-inch interconnect will be paid for by the City. There will be a water meter for each home which the City will read and report its water use, along with any computations used in determining the correct amount due the District on a monthly basis, and will pay the District \$4.02 per 1000 gallons used as from time to time adjusted by the District. The date due for each monthly payment to District shall be on the 15th day of the month. District shall have the right to inspect, copy, and audit the records of City pertaining to water usage. Any rate increase by District during the term of this Agreement shall be limited to an amount equal to the same percentage as the general rate increase applied to all other District customers. In addition, for water use under this agreement, the City will pay an additional 15% of the total monthly use charge for unmetered water usage. The City shall maintain the Hunters Bend Plat 1 water system in good condition and keep all leaks and unaccounted for water to a minimum.

4. The interconnect point shall be located on the south side of Hunter's Bend Road at the existing District 6-inch waterline as shown on attached Exhibit A. City shall pay District to install a 6-inch interconnect valve onto the District water main. The interconnect valve shall be District property. Plans for interconnection shall be subject to District approval.

5. The City will notify and coordinate with the District prior to opening the District 6-inch interconnect valve and transferring any water supply for the subdivision from the District to the City. Transfer of water shall be coordinated with District personnel onsite.

6. As long as the District supplies water to Hunter's Bend Plat 1, the City will notify the District at least twenty-four (24) hours in advance prior to any taps on the City distribution system within the subdivision for the extension of two-inch or larger water mains. District personnel may be present to observe any tap made pursuant to this section.

7. The 6-inch interconnect valve connection to the District distribution system or piping will become a part of the District's system and shall be done in accordance with the rules and specifications of the District. No such connection to the interconnect valve shall be installed without forty-eight (48) hours in advance notification to the District.

8. Water for flushing and disinfection of mains is intended to be included in the 15% charge for unaccounted for water and will not be additionally billed by the District to the City. The City will provide the District an estimate of the amount of water so used to assist the District in accounting for water use will be coordinated with the District prior to use. Any anticipated high flow will be coordinated with the District prior to use. The District will be notified of any emergency use or water loss as soon as possible.

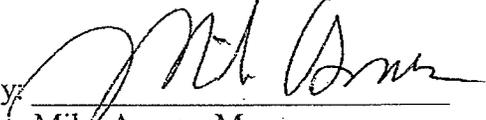
9. The City understands and agrees the District does not guarantee any specified pressure or quantity of water. The City agrees to release, discharge, indemnify and hold the District harmless from any loss or damage arising out of any claim, demand, action or cause of action arising out of any claim, demand, action or cause of action arising out of or resulting from inadequate flow or nonavailability of water supply, mechanical failure or power failure in the distribution system of the District which supplies water to Hunter's Bend Plat 1.

10. City has paid District for a water availability study by District engineer to verify that the District has the capacity to serve Hunter's Bend Plat 1. Study confirms sufficient flows for domestic use and Ashland's requirement of 250 gpm for fire flows. The City understands and agrees the District does not guarantee any specified pressure or quantity of water for fire protection.

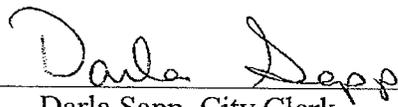
11. Nothing in this agreement shall be construed, interpreted or implied to benefit any person or party other than the City or District.

12. This agreement shall be effective immediately upon execution by both parties by those authorized to do so.

City of Ashland, Missouri

By: 
Mike Asmus, Mayor

ATTEST:


Darla Sapp, City Clerk

Consolidated Public Water Supply
District No. 1, Boone County,
Missouri

By: 
Jane Sapp, President

Attest:


Bill Robinson, Clerk

STATE OF MISSOURI)
)SS.
COUNTY OF BOONE)

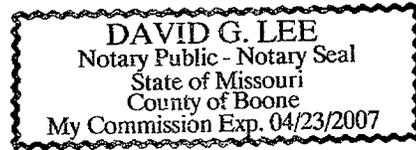
On this 8th day of June, 2006, before me appeared Jane Sapp, to me personally known, who, being duly sworn, did say that she is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

David G. Lee
Notary Public

My commission expires:

April 23, 2007



STATE OF MISSOURI)
)SS.
COUNTY OF BOONE)

On this 28th day of June, 2006, before me a Notary public for said County and State aforesaid, personally appeared Mike Asmus, to me personally known, who, by me duly sworn, did say that he is the Mayor of the City of Ashland; and that the seal affixed to the foregoing instrument is the seal of said city and that the said instrument was signed and sealed in behalf of said city by authority of its City Council; and the said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the county and state aforesaid, the day and year first above written.

Darla Leigh Sapp
Notary Public
Darla Leigh Sapp

My commission expires:

10/28/2006

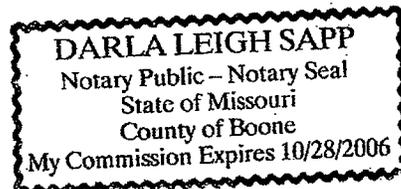
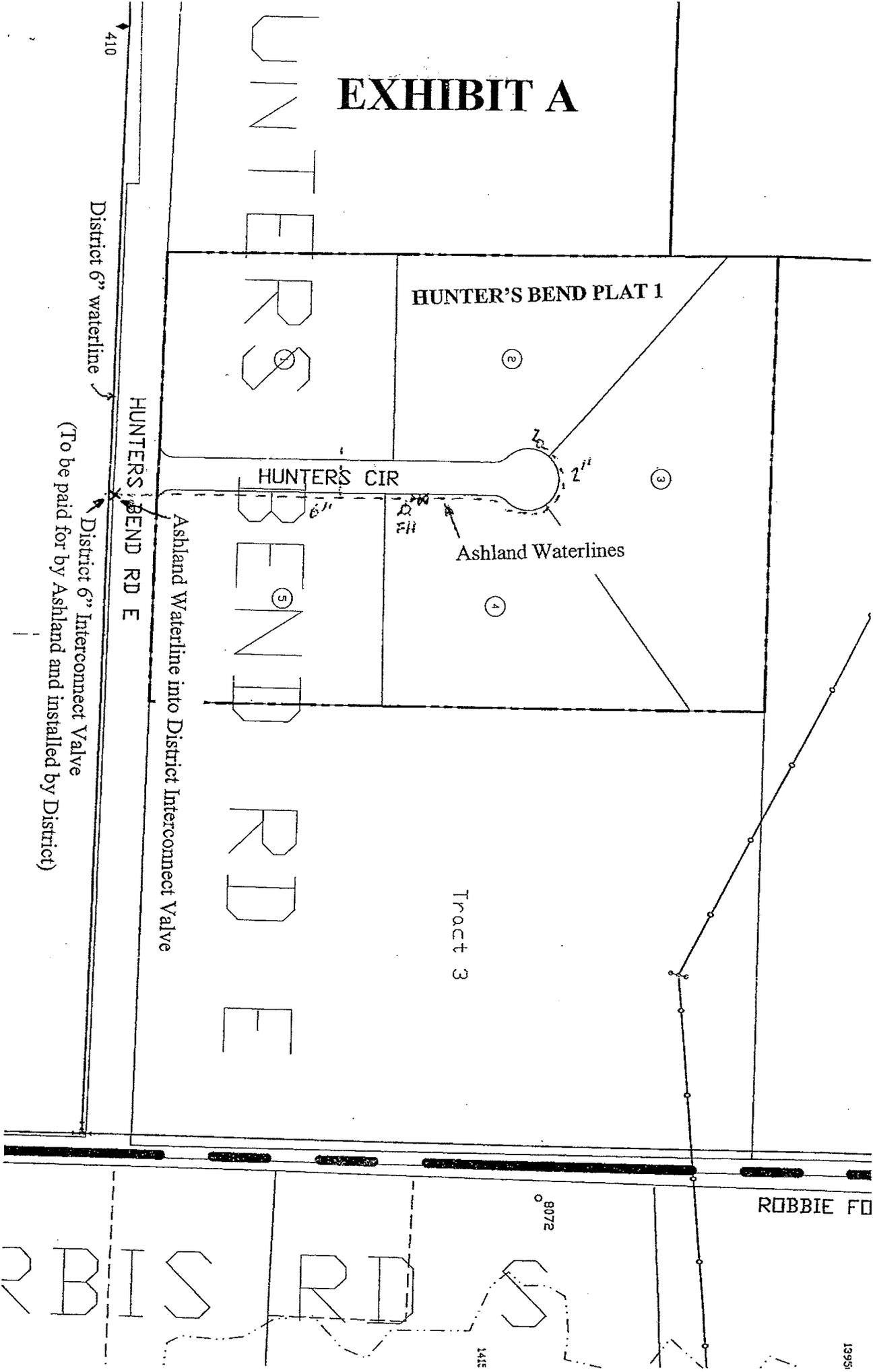


EXHIBIT A



District 6" waterline
(To be paid for by Ashland and installed by District)

HUNTERS BEND RD E

HUNTER'S BEND PLAT 1

HUNTERS CIR

Ashland Waterlines

Ashland Waterline into District Interconnect Valve

Tract 3

ROBBIE RD

ROBBIE RD

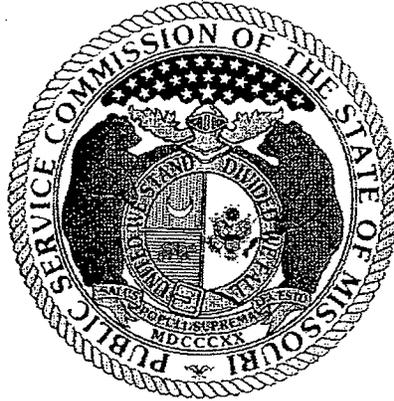
410

1415

1395

8072

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**



In the Matter of the Application of Consolidated Public)
Water Supply District No. 1 of Boone County, Missouri,)
and the City of Ashland, Missouri, for Approval of a)
Territorial Agreement Concerning Territory)
Encompassing Part of Boone County, Missouri)

Case No. WO-2005-0242

REPORT AND ORDER

Issue Date: April 21, 2005

Effective Date: May 1, 2005

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Consolidated Public)
Water Supply District No. 1 of Boone County, Missouri,)
and the City of Ashland, Missouri, for Approval of a) **Case No. WO-2005-0242**
Territorial Agreement Concerning Territory)
Encompassing Part of Boone County, Missouri)

APPEARANCES

J. Turner Jones, Jones, Schneider & Bartlett, LLC, 11 North Seventh Street, Columbia, Missouri 65201, for Consolidated Public Water Supply District No. 1 of Boone County, Missouri.

David G. Bandré, Bandré.Hunt.Snyder, LLC, P.O. Box 1774, 225 Madison Street, 2nd Floor, Jefferson City, Missouri 65102, for the City of Ashland, Missouri.

M. Ruth O'Neill, Legal Counsel, Office of the Public Counsel, Governor Office Building, Post Office Box 2230, Jefferson City, Missouri 65102, for Office of the Public Counsel and the public.

Cliff E. Snodgrass, Senior Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the Staff of the Missouri Public Service Commission.

REGULATORY LAW JUDGE: Morris L. Woodruff, Judge.

REPORT AND ORDER

Syllabus: This Report and Order approves the joint application for approval of a territorial agreement, and approves the Unanimous Stipulation and Agreement of the parties regarding that agreement.

Procedural History

On January 25, 2005, the City of Ashland, Missouri, and Consolidated Public Water Supply District No. 1 of Boone County, Missouri, filed a verified application for approval of a territorial agreement. On January 26, the Commission issued an order directing that notice of the filing be given to the general public and to other potentially interested parties. That order also set an intervention deadline of February 15. There were no requests to intervene. On April 1, the parties filed a Unanimous Stipulation and Agreement, asking that the Commission approve the territorial agreement and indicating the parties believe that no evidentiary hearing is needed. The Commission's Staff filed suggestions in support of the stipulation and agreement on April 8.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact.

The Applicants:

The City of Ashland, Missouri, is a fourth class city, existing under Chapter 79, RSMo 2000. The City owns and operates a water system within its boundaries in Boone County. The City's principal office is located at 109 East Broadway, Ashland, Missouri 65010.

Consolidated Public Water Supply District No. 1 of Boone County, Missouri, is a public water supply district organized under Chapter 247, RSMo 2000. The District provides water service to customers located within the District's water service area in Boone, Callaway, and Howard Counties in Missouri. The District's principal place of business is located at 1500 North Seventh Street, Columbia, Missouri 65201.

The Proposed Territorial Agreement:

In their joint application, the City and the District submit a territorial agreement for the Commission's approval. The territorial agreement specifically designates the boundaries of the water service areas of the District and the City. The agreement also sets forth any and all powers granted to the District by the City to operate within the corporate boundaries of the City and any and all powers granted to the City to operate within the boundaries of the District.

The water service of existing customers will not be changed by the agreement. However, some customers of the District who reside within the water service area of the City may, at some time in the future, be switched to service from the City. District customers who use 6,000 gallons of water per month would realize a savings of approximately \$3 per month if their service is eventually changed to the City. The territorial agreement does not modify any rights that the District's customers currently have regarding such a transfer.

The Unanimous Stipulation and Agreement

On April 1, the City and the District, along with the Staff of the Commission and the Office of the Public Counsel, filed a Unanimous Stipulation and Agreement requesting that the Commission approve the proposed territorial agreement. The stipulation states that the territorial agreement will allow the City and the District to avoid wasteful duplication of water services within the affected service areas. The stipulation also indicates that the territorial agreement will improve the ability of the City and the District to plan for future water service, will enable customers to know who will provide their water service, and will establish a method for the City and the District to amend their service territories in the future.

The parties to the stipulation agree that the joint application and the territorial agreement meet the requirements of the applicable statute as well as applicable Commission rules, and that the territorial agreement is not detrimental to the public interest.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Territorial Agreement

Section 247.172, RSMo 2000, gives the Commission jurisdiction over territorial agreements concerning the sale and distribution of water. Under Section 247.172.4, the Commission may approve such a territorial agreement if the agreement is not detrimental to the public interest. Based on the agreement of the parties expressed in the stipulation and agreement, the Commission finds that the territorial agreement will not be detrimental to the public interest.

The Necessity for an Evidentiary Hearing

In the stipulation and agreement, the parties agree that the Commission does not need to hold an evidentiary hearing before approving the stipulation and agreement and the territorial agreement. Although Section 247.172.4, RSMo 2000, provides that the Commission is to hold an evidentiary hearing to determine whether a territorial agreement is to be approved, the parties contend that no hearing is necessary where the case has been resolved by the filing of a unanimous stipulation and agreement, and where no other party has requested a hearing. The Commission agrees that pursuant to the holding of State ex rel. Deffenderfer Enterprises, Inc. v. Public Service Comm'n of the State of

Missouri,¹ the requirement for a hearing was met when the opportunity for hearing was provided and no proper party requested the opportunity to present evidence.

Decision

Having considered the Joint Application and Unanimous Stipulation and Agreement, the Commission concludes that the territorial agreement between the City of Ashland and Consolidated Public Water Supply District No. 1 of Boone County, Missouri, is in the public interest and should be approved. The Commission will also approve the Joint Application and the Unanimous Stipulation and Agreement. Furthermore, the Commission concludes that no evidentiary hearing is required.

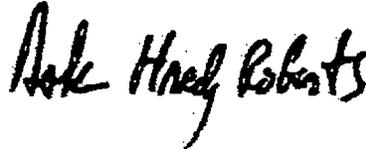
IT IS THEREFORE ORDERED:

1. That the joint application for approval of a territorial agreement, filed by the City of Ashland and Consolidated Public Water Supply District No. 1 of Boone County, Missouri, is approved.
2. That the Unanimous Stipulation and Agreement entered into by City of Ashland, Consolidated Public Water Supply District No. 1 of Boone County, Missouri, the Staff of the Commission, and the Office of the Public Counsel is approved.
3. That the territorial agreement entered into by the City of Ashland and Consolidated Public Water Supply District No. 1 of Boone County, Missouri, is approved.
4. That this order shall become effective on May 1, 2005.

¹ 776 S.W. 2d 494 (Mo. App. W.D. 1989).

5. That this case may be closed on May 2, 2005.

BY THE COMMISSION



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(SEAL)

Davis, Chm., Murray, Gaw, Clayton and Appling, CC.,
concur and certify compliance with the provisions
of Section 536.080, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 21st day of April, 2005.

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and
I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,
Missouri, this 21st day of April 2005.



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

MISSOURI PUBLIC SERVICE COMMISSION

April 21, 2005

Case No. WO-2005-0242

Dana K Joyce
P.O. Box 360
200 Madison Street, Suite 800
Jefferson City, MO 65102

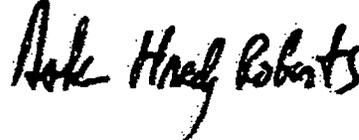
John B Coffman
P.O. Box 7800
200 Madison Street, Suite 640
Jefferson City, MO 65102

City of Ashland, Missouri
David Bandre
225 Madison Street
P.O. Box 1774
Jefferson City, MO 65102

Consolidated Public Water Supply
Dist. #1 of Boone Co.
J Turner Jones
11 North Seventh Street
Columbia, MO 65201

Enclosed find a certified copy of a REPORT & ORDER in the above-numbered case(s).

Sincerely,



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of)
CONSOLIDATED PUBLIC WATER)
SUPPLY DISTRICT NO. 1 OF BOONE)
COUNTY, MISSOURI and the CITY OF)
ASHLAND, MISSOURI for approval of a)
Territorial Agreement concerning territory)
encompassing part of Boone County,)
Missouri.)

Case No. WD-2005-0242

JOINT APPLICATION

COME NOW CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI and the CITY OF ASHLAND, MISSOURI and, pursuant to Section 247.172 RSMo., state as follows:

1. Applicant CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI (hereinafter referred to as "District") is a public water supply district organized and existing under the provisions of Section 247.010 to 247.220 of the statutes of the State of Missouri with its principal office, place of business and mailing address being 1500 North Seventh Street, Columbia, Missouri 65201. The District operates a water system within its boundaries in Boone County, Callaway County and Howard County, Missouri. The District's electronic mailing address is brobinson@consh2o.org, fax number is 573-442-9222 and telephone number is 573-449-0324.

2. Applicant CITY OF ASHLAND, MISSOURI (hereinafter referred to as "City") is a fourth class city located in Boone County, Missouri, organized and existing under the provisions of Chapter 79 of the statutes of the State of Missouri and its principal office and place of business is 109 East Broadway, Ashland, Missouri 65010, and its mailing address is P.O. Box 135, Ashland, Missouri 65010. The City owns and operates a water system within its boundaries in Boone County, Missouri. The City's electronic mailing address is

Ashland@midamerica.net, fax number is 573-657-7018, and telephone number is 573-657-2091.

3. Correspondence, communications, orders and decisions of the Commission in regard to this Application should be sent to the following:

J. Turner Jones
Attorney at Law
Jones, Schneider & Bartlett, LLC
11 North Seventh Street
Columbia, MO 65201
573-449-2451 (telephone)
573-443-8620 (fax)
ATTORNEY FOR DISTRICT

David G. Bandré
Attorney at Law
Bandré.Hunt.Snider, LLC
P.O. Box 1774
225 Madison Street, 2nd Floor
Jefferson City, MO 65102
573-635-2424 (telephone)
573-635-2010 (fax)
ATTORNEY FOR CITY

4. On July 8, 2004, Applicants executed a Territorial Agreement (hereinafter referred to as "the Agreement") pursuant to Section 247.172 RSMo. A copy of the Agreement including Exhibits "1" through "3" to the Agreement, is attached to and made a part hereof as Appendix A and incorporated herein by reference as fully as if set forth herein verbatim.

5. The Agreement specifically designates the boundaries of the water service areas of District and City. The Agreement also sets forth any and all powers granted to District by City to operate within the corporate boundaries of the City and any and all powers granted to City to operate within the boundaries of the District.

6. No present change will be made to the water service of any person by the terms of the Agreement. The names and addresses of the persons whose water service could potentially in the future be changed by the Agreement are the water service customers of the District listed on Appendix B attached hereto who are located within the water service area of the City. No water service customers of the City are located within the water service area of the District.

7. The existing water rates for water service customers of the District are shown in Appendix C attached hereto and the existing water rates for the water service customers of the City are shown on Appendix D attached hereto.

8. The Agreement will enable Applicants to avoid wasteful duplication of services and undue cost to their customers and is not, therefore, detrimental to the public interest.

9. The Agreement in no way affects or diminishes the rights and duties of any water supplier not a party to the Agreement to provide service within the boundaries designated in the Agreement.

10. Neither Applicant has any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

11. No annual report or assessment fees are overdue from either Applicant.

WHEREFORE, Applicants request the Commission, pursuant to Section 247.172 RSMo, to approve by report and order the aforesaid Territorial Agreement entered into between the District and the City.


J. TURNER JONES Mo. Bar No. 18492
Attorney at Law
Jones, Schneider & Bartlett, LLC
11 North Seventh Street
Columbia, MO 65201
573-449-2451 (telephone)
573-443-8620 (fax)
ATTORNEY FOR DISTRICT


DAVID G. BANDRÉ Mo. Bar No. 44812
Attorney at Law
Bandré.Hunt.Snider, LLC
P.O. Box 1774
225 Madison Street, 2nd Floor
Jefferson City, MO 65102
573-635-2424 (telephone)
573-635-2010 (fax)
ATTORNEY FOR CITY

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

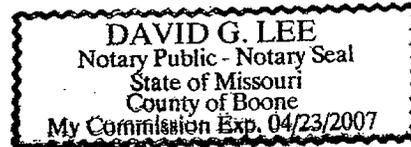
JANE SAPP, of lawful age, being duly sworn, states that she is the President of Applicant Consolidated Public Water Supply District No. 1 of Boone County, Missouri, that she has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to her best information and belief.



JANE SAPP

SUBSCRIBED AND SWORN TO before me this 13th day of January,
2005. My commission expires: 4/23/2007

David G. Lee
Notary Public



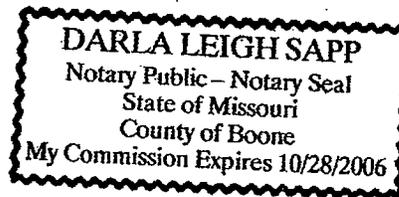
STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

ALAN C. BAUER, of lawful age, being duly sworn, states that he is the Mayor of the City of Ashland, Missouri, that he has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to his best information and belief.

Alan C. Bauer
ALAN C. BAUER

SUBSCRIBED AND SWORN TO before me this 23rd day of December,
2004 My commission expires: October 28, 2006

Darla Leigh Sapp
Notary Public
Darla Leigh Sapp



TERRITORIAL AGREEMENT
BETWEEN
THE CITY OF ASHLAND
AND
CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1
OF BOONE COUNTY, MISSOURI

THIS AGREEMENT, made and entered into this 8th day of July, 2004, by and between the CITY OF ASHLAND, MISSOURI, a municipal corporation, hereinafter called "CITY," and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation, hereinafter called "DISTRICT."

WITNESSETH:

WHEREAS, the CITY is authorized by law to provide water services both within and outside the boundaries of the CITY; and

WHEREAS, the DISTRICT is authorized by law to provide water services within the boundaries of the DISTRICT; and

WHEREAS, an overlap exists between the boundaries of the CITY and the boundaries of the DISTRICT; and

WHEREAS, duplication of equivalent facilities in areas directly served by both the CITY and the DISTRICT entails waste of resources and increases customer costs; and

WHEREAS, CITY and DISTRICT desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

1. The boundaries of the DISTRICT are described in Exhibit "1" attached hereto. The water service area of the CITY shall be within that area enclosed by the metes and bounds description in Exhibit "2" attached hereto and as shown on the map attached hereto as Exhibit "3." The water service of the DISTRICT shall be that area outside the CITY water service area and inside the boundaries described in Exhibit "1."
2. The CITY shall provide water service to its existing customers and to all new Customers within its water service area and outside the DISTRICT service area, as described in paragraph 1, in accordance with the requirements of the Code of Ordinances of the City of Ashland, Missouri, which are in place at time of construction.
3. The DISTRICT shall provide water service to its existing customers and to all new customers within its water service area and outside the City service area, as described in

Paragraph 1, in accordance with the Rules and Regulations of the DISTRICT, which are in place at time of construction.

4. Except as provided in paragraph 6, or as otherwise agreed to by the parties in writing, the DISTRICT shall continue to provide water service to those customers it has as of the date of this agreement outside its water service area but shall not provide water service to any new customers within the water service area of the CITY.

5. Except as provided in paragraph 6, or as otherwise agreed to by the parties in writing, the CITY shall continue to provide water service to those customers it has as of the date of this agreement outside its water service area but shall not provide water service to any new customers within the water service area of the DISTRICT.

6. The customers of one party shall not be allowed to receive water service from the other party without the prior written consent of both parties. All agreements to transfer customers shall be reduced to writing and approved by the respective governing boards of both parties prior to the actual transfer of customers.

7. The DISTRICT shall provide such water supply, storage and main capacity, in its service area inside the Ashland City limits, as required in order to deliver the same level of fire flows that is required of the City of Ashland to meet residential flow design standards of 500 gallons per minute for a four hour duration at a minimum system residual pressure of 20 psi. Commercial and industrial fire flows must conform to 80 percent of the I.S.O. "Needed Fire Flow" as determined by a risk evaluation by the City Engineer, up to a maximum of 2000 gallons per minute for a four hour duration. Fire flows shall be determined by appropriate hydraulic modeling in the design stage and confirmed by actual fire flow tests conducted by representatives of the CITY and DISTRICT after the mains are placed in service. If the test results are disputed, the CITY and the DISTRICT will select an independent third party to perform the necessary tests and provide a report of the results. The costs of the independent third party shall be divided equally between the CITY and the DISTRICT. When additional areas of the DISTRICT water service area are annexed into the CITY, the DISTRICT, except for single residences on a single lot annexation, shall make available in the annexed area in accordance with its extension rules and policies, water quantities for fire flows as referred to above, within two (2) years after the date of issuance of the first occupancy permit for the annexed area. If, however, the cost to the DISTRICT for the necessary improvements for the annexations in any given year exceeds \$500,000 and requires financing on the part of the DISTRICT upgrades will be done within five (5) years. Notwithstanding the foregoing, upgrading shall not be required of existing water systems in the subdivisions, and existing waterlines within the DISTRICT, which are in existence at the time of the execution of this agreement.

8. The DISTRICT shall furnish, or shall arrange to furnish through its developers for new developments, fire hydrants and associated tees and valves within its water service area within the City limit at locations approved by the City Engineer, such approval shall not be unreasonably withheld.

9. The DISTRICT, when planning or constructing improvements to the water system of the DISTRICT within its water service area located within the City limit shall furnish plans to the City for review by the City Engineer.

10. In areas within the City water service area not readily accessible to CITY facilities upon written agreement between the CITY and the DISTRICT, the CITY may extend water mains to serve customers in that area beginning at a mutually agreed upon service point on DISTRICT water mains and may purchase water from the DISTRICT to serve those customers.

In areas within the DISTRICT water service area not readily accessible to DISTRICT facilities upon written agreement between the DISTRICT and the CITY, the DISTRICT may extend water mains to serve customers in that area beginning at a mutually agreed upon service point on CITY water mains and may purchase water from the CITY to serve those customers.

Both the CITY and the DISTRICT may purchase water from each other at locations mutually agreed upon where it would be more efficient to do so than to extend, replace or relocate water mains and/or duplicate facilities.

11. The DISTRICT shall have the right to occupy and use the CITY public road rights-of-way and CITY public utility easements in the same manner as other utilities. To the maximum extent possible the DISTRICT and CITY shall covenant to each other the joint use of easements and right as to the extent allowed by the specific easement document. This agreement shall not eliminate or reduce the existing rights of the DISTRICT to use existing road right-of-way or utility easement areas.

12. The terms of this agreement may not be modified, repealed or changed except by a written document executed by the parties and approved by the respective governing boards of both parties and approved by the Missouri Public Service Commission.

13. The parties recognize that neither this agreement nor approval of this agreement by the Missouri Public Service Commission shall in any way affect or diminish the rights of any water supplier not a party to this agreement to provide water service within the water service areas set forth in this agreement. (Section 247.72 (5) RSMo.) The parties further recognize that the CITY may enter into territorial agreements with other water suppliers pertaining to the water service area of the DISTRICT described herein.

14. The initial term of this agreement shall be for a period of twenty-five (25) years from and after the date that this agreement is approved by the Missouri Public Service Commission. Thereafter, this agreement shall automatically be renewed for successive terms of one (1) year each until either party gives not less than one (1) year written notice of termination of this agreement in which event this agreement shall terminate at the end of the then current term.

15. In the event this agreement is not approved by the Missouri Public Service Commission within one (1) year after the date of this agreement, this agreement shall there-upon automatically become null and void.

16. The DISTRICT represents that the Board of Directors of the DISTRICT have duly passed a resolution authorizing the President and the Clerk of the DISTRICT to execute this agreement on behalf of the DISTRICT.

The CITY represents that the Board of Aldermen of the CITY have duly passed a resolution authorizing the execution of this agreement by the Mayor and the City Clerk.

17. This agreement shall be binding upon the undersigned and our successors and assigns.

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

DISTRICT:

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

BY: Jane Sapp
JANE SAPP, President

ATTEST:

Bill Robinson
BILL ROBINSON, Clerk

CITY:

THE CITY OF ASHLAND, MISSOURI, a
municipal corporation

BY: Alan C Bauer
ALAN BAUER, Mayor

ATTEST:

Darla Sapp
DARLA SAPP

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

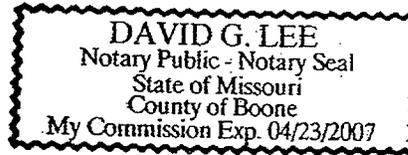
On this 8th day of July, 2004, before me appeared JANE SAPP, to me personally known, who, being by me duly sworn, did say that she is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year first above written.

David G. Lee
Notary Public

My commission expires:

April 23, 2007



STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 1st day of June, 2004, before me appeared ALAN BAUER, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ASHLAND, MISSOURI, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its governing body and the said Mayor acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year first above written.

Deborah S. Shepherd
Notary Public

My commission expires:

12/05/2005

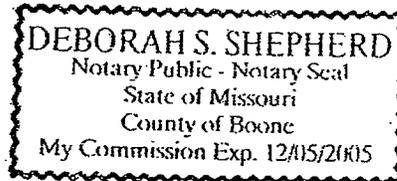


EXHIBIT 1

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 BOUNDARY DESCRIPTION

Beginning where the Boone/Howard County line intersects the South right-of-way line of Highway 124 in Section 10, Township 50 North, Range 14 West; thence in a Easterly direction along and with the South right-of-way line of said Highway 124 to a point where said right-of-way intersects the West boundary line of the City of Harrisburg, Missouri as it was established in the year 1965; in accordance with the original Decree of Incorporation of the former PWSD No. 8 of Boone County, dated March 19, 1965; thence South along and with the West boundary of said City to the Southwest corner thereof; thence Easterly along and with the South boundary of said City to a point where the Harrisburg City Limits again intersects the South right-of-way line of Highway 124, as said City was established in the year 1965; thence Easterly along and with the South right-of-way line of said Highway 124 to a point where it intersects the East Section line of Section 18, Township 50 North, Range 13 West; thence North along and with the East Section line of said Section 18 to the Northeast corner of Section 18; thence East along and with the North Section line of Sections 17, 16, 15, 14 and 13, Township 50 North, Range 13 West to the Northeast corner of Section 13 said corner being on the Range line, between Range 12 West and 13 West; thence South along and with said Range line and the East Section line of Sections 13, 24, 25 and 36, Township 50 North, Range 13 West; thence continuing South along and with the Range line and the East Section line of Sections 1, 12 and 13, Township 49 North, Range 13 West, to the Southeast corner of Section 13, Township 49 North, Range 13 West; thence West along and with the South Section line of said Section 13 to a point that intersects Rocky Fork Creek; thence in Southwesterly direction along and with said Rocky Fork Creek to a point on the West Section line of Section 24, Township 49 North, Range 13 West; thence South along and with said West Section line to a point which lies East of where the West line of the Northeast Quarter of the Southeast Quarter of Section 23, Township 49 North, Range 13 West intersects Rocky Fork Creek; thence West to said intersection of Rocky Fork Creek and the West line of the Northeast Quarter, of the Southeast Quarter of Section 23, Township 49 North, Range 13 West; thence South along and with the Quarter, Quarter Section line to the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 23, Township 49 North, Range 13 West; thence West along and with the South Section line of said Section 23 to the North Quarter Section Corner of Section 26 Township 49 North, Range 13 West; thence South along and with the Quarter Section line of said Section 26, to the South Quarter Section Corner of Section 26, Township 49 North, Range 13 West, said point being the southwest corner of the former PWSD No. 1 of Boone County; thence easterly in accordance with the original Decree of Incorporation of the former PWSD No. 8 of Boone County, dated March 19, 1965 along and with the southern boundary of the former PWSD No. 1 of Boone County to the point where said boundary line intersects the northern City Limits of the City of Columbia as established in City Council Bill No. 139-64 (Ordinance No. 2437) at about the North Quarter Section Corner of Section 31, Township 49 North Range 12 West;

thence South along and with the Quarter Section line of said Section 31 to the South Quarter Section Corner of said Section 31; thence West along and with the South Section Line of said Section 31 and continuing West along the South Section Line of Section 36 and 35 Township 49 North, Range 13 West, to a point 200 feet West of the Centerline of Creasy Springs Road; thence southerly along and with a line projected 200 feet West of and parallel with the Centerline of Creasy Springs Road to its intersection with the Quarter Section line of Section 2 Township 48 North, Range 13 West; thence West along and with the Quarter Section line of said Section 2 to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 2; thence North along and with the Quarter, Quarter Section line of said Section 2 to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 2; thence West along and with the North Section line of said Section 2, and continuing West along the North Line of Section 3 Township 48 North, Range 13 West, to the North Quarter Section Corner of said Section 3; thence South along and with the Quarter Section line of said Section 3 to a point 300 feet north of the South line of said Section 3; thence West along and with a line projected 300 feet North of and parallel with the South line of said Section 3 to a point 200 feet West of the Quarter Section line of said Section 3; thence South along and with a line projected 200 feet West of and parallel with the Quarter Section line of said Section 3 to a point on the South Section Line of said Section 3; thence continuing south along and with a line projected 200 feet West of and parallel with the Quarter Section line of Section 10 Township 48 North, Range 13 West, to a point on the North line of the Southwest Quarter of said Section 10; thence west along and with the Quarter Section line of said Section 10 to the West Quarter Section Corner of said Section 10; thence south along and with the West Section line of said Section 10 to the Southwest corner of said Section 10; thence West along the North Section line of Section 16 Township 48 North, Range 13 West to a point 200 feet West of the East Section line of said Section 16; thence South along and with a line projected 200 feet west of and parallel with the East Section line of said Section 16 to the Quarter Section line of said Section 16; thence West along and with the Quarter Section line of said Section 16 to the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 16; thence south along and with the Quarter, Quarter Section line to Southeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 16; thence West along the South Section line of said Section 16 to the South Quarter Section Corner of said Section 16; thence south along the Quarter Section line of Section 21 Township 48 North, Range 13 West to the South Quarter Section Corner of said Section 21; thence East along and with the South Section line of said Section 21 to the point where it intersects the centerline of Hinkson Creek; thence south along the centerline of Hinkson Creek to its intersection with the North right-of-way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park); thence easterly along and with the North right-of-way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park) to its intersection with the West line of the Northeast Quarter of the Northwest Quarter of Section 27 Township 48 North, Range 13 West; thence North along the Quarter, Quarter Section line to the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 27; thence East along and with the North Section Line of said Section 27, and continuing East along the North Section Line of Section 26 Township 48 North, Range 13 West to the North Quarter Section Corner of said Section 26;

thence South along and with the Quarter Section line of said Section 26 to a point 200 feet Southeast of the Southeast right of way of Green Meadows Drive; thence northeasterly along and with a line projected 200 feet Southeast of the Southeast right of way of Green Meadows Drive to a point on the East line of the Southeast Quarter of the Northwest Quarter of Section 25 Township 48 North, Range 13 West, said point also being 200 feet East of the East right of way of State Highway 163; thence north along and with a line projected 200 feet East of and parallel with the East right of way of State Highway 163 to its intersection with the North Section line of said Section 25; thence East along the North Section line of said Section 25, and continuing East along the North Line of Section 30 Township 48 North Range 12 West to the East right of way of Old Highway 63; thence continuing East along the North Section Lines of Sections 30 and 29, Township 48 North Range 12 West, to the West Right of Way Line of New Highway 63; thence South and with the West Right of Way of New Highway 63 to the intersection of said Right of Way with the North Section Line of Section 32, Township 48 North Range 12 West; thence East along the North Section Line of said Section 32 to the Northeast Corner of said Section 32; thence easterly along and with the North Section line of Sections 33, 34 and 35, Township 48 North, Range 12 West to the Northeast corner of said Section 35; thence South along and with the East Section line of said Section 35, Township 48 North, Range 12 West and continuing South along and with the East Section line of Section 2, Township 47 North, Range 12 West to the West Quarter corner of Section 1, Township 47 North, Range 12 West; thence East along and with the Quarter Section line of Section 1, Township 47 North, Range 12 West to the East Quarter corner of said Section 1, said point being on the Range line between Range 12 West and 11 West; thence continuing East along and with the Quarter Section line of Sections 6, 5, 4 and 3, Township 47 North, Range 11 West to a point on the centerline of Cedar Creek, said point lying on the Boone/Callaway County line; thence meandering in a Southerly direction with said Cedar Creek and the Boone/Callaway County line to a point where said centerline intersects with the East Section line of Section 12, Township 45 North, Range 12 West, said point being on the Range line between Range 12 West and 11 West; thence South along and with said Range line, Boone/Callaway County line and said East Section line of Sections 12 and 13 to the Northwest corner of Section 19 Township 45 North, Range 11 West; thence East along and with the North Section line of Sections 19 and 20 to the Northeast Corner of Section 20, Township 45 North, Range 11 West; thence South along and with the East Section line of Sections 20, 29, and 32 to the Southeast corner of said Section 32; thence West along and with the South Section line of Section 32 to a point where said line intersects the Missouri River; thence Northwesterly along and with said Missouri River to a point where said River intersects the North right-of-way of U.S. Highway 70 in Township 48 North Range 14 West; thence in a Northeasterly direction along and with said North right-of-way of U.S. Highway 70 to a point where the North-South Quarter, Quarter Section line of the Northwest Quarter of Section 8 Township 48 North Range 14 West intersects with the North right-of-way of U.S. Highway 70; thence North along said Quarter, Quarter Section line to the Northwest corner of the Northeast Quarter, of the Northwest Quarter, of said Section 8; thence West along and with the North Section line of Sections 8 and 7 Township 48 North, Range 14 West to the Southwest corner of Section 6, Township 48 North, Range 14 West, said point being on the Range line between Range 14 and 15;

thence North along and with the West Section line of Section 6, Township 48 North, Range 14 West to the East Quarter Corner of Section 1 Township 48 North, Range 15 West; thence West along and with said Quarter Section line to a point where the Quarter Section line intersects Moniteau Creek, said point lying on the Boone/Howard County line; thence in a Southwesterly direction along Moniteau Creek and the Boone/Howard County line to a point on the North right-of-way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park); thence Northwesterly along and with said North right-of-way line to a point where said right-of-way intersects the West line of Section 33, Township 49 North, Range 15 West; thence North along and with the West Section line of Sections 33, 28 and 21, Township 49 North, Range 15 West to the Northwest corner of Section 21, Township 49 North, Range 15 West; thence East along and with the North Section line of Sections 21, 22, 23 and 24, Township 49 North, Range 15 West to the Northeast corner of Section 24, said point being on the Range line between Range 15 West and 14 West; thence continuing East along and with the North Section line of Section 19, Township 49 North, Range 14 West to the Boone/Howard County line; thence Northeasterly along and with the Boone/Howard County line to the South right-of-way line of Highway 124 and the point of beginning.

EXCEPTING HOWEVER any portion thereof contained within the City Limits of Ashland, Missouri in accordance with the original Decree of Incorporation of the former PWSD No. 6 of Boone County, dated November 6, 1964.

TERRITORIAL BOUNDARIES OF THE WATER SERVICE AREA
CITY OF ASHLAND

All that part of Sections 9, 16 and 22 and all of Sections 10, 11, 14 and 15, Township 46 North, Range 12 West described as follows:

Begin at a point being the Northeast Section corner of Section 11, Township 46 North, Range 12 West;

Thence West along the north line of Section 11, Section 10 and Section 9 to the North Quarter corner of Section 9, said point also being the northwest corner of the Northeast Quarter of Section 9;

Thence South along the center line of Sections 9 and 16 to the south quarter corner of Section 16, said point also being the southwest corner of the Southeast Quarter of Section 16;

Thence East along the south section line of Section 16 and Section 15 to the east right-of-way line of Old Highway 63, said point also being on the north line of Section 22;

Thence South along the east right-of-way of Old Highway 63 to the southwest corner of a tract in the north half of the southeast quarter of Section 22 owned by Roger and Carla Schlink described in Book 0327 Page 0321, Book 1300 Page 0907, Book 1385 Page 0006 and Book 1873 Page 0665.

Thence East and North along the south line of said tract to the southeast corner of the tract on the west right-of-way of U.S. Highway 63;

Thence North along the west right-of-way of U.S. Highway 63 to the south line of Section 15;

Thence East along the south line of Section 15 and 14 to the southeast section corner of Section 14;

Thence North along the east section line of Section 14 and Section 11 to the Point Of Beginning.

63

LOY
MARTIN RD

CLELLIE
HARMON RD

GRUMP LN

(DD)

09

10

11

ROBBIE FORBIS RD

BROADWAY

(M)

(Y)

PALIS NICHOLS RD

16

LIBERTY LN

15

MAN'S

14

HAGAN RD

21

EDWARD
BULLARD RD

OLD HWY 63 SOUTH

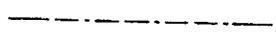
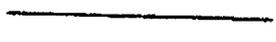
22

23
RAYMOND
FORBEE RD

DEE WOODS RD

63

LEGEND

- Agreement Boundary 
- City Limits 
- Section Line 
- Parcel Line 



Scale: 1" = 2000'

Exhibit #3
CPWSD #1 - City of Ashland
Territorial Agreement Boundary

DISTRICT CUSTOMERS NOW LOCATED IN
WATER SERVICE AREA OF CITY

<u>Account No.</u>	<u>Name</u>	<u>Service Address</u>
3679	Clellie Harmon	4600 E. Clellie Harmon Road
3670	Paul Morefield	4700 E. Clellie Harmon Road
3678	Marvin Purcell	4880 E. Clellie Harmon road
6836	Michael Purcell, Jr.	13651 S. Crump Lane
3676	Jennifer Buckner	14203 S. Crump Lane
6721	Carolyn Selby	14381 S. Crump Lane
3675	Lodell Nistendirk	14300 S. Crump Lane
4147	Michelle McKee	14200 S. Crump Lane
4627	James Guthrie	601 Henry Clay Blvd. N
4754	Mike Spears	6150 Loy Martin Road
4827	James Davis	6130 Loy Martin Road
4826	Richard Hannegan	6110 Loy Martin Road
4751	Donnie Wren	6100 Loy Martin Road
8712	Ryan Scheer	6600 Loy Martin Road
6201	Bobbie Garrett	13701 S. Robbie Forbis Road
6738	Charles Johnston	14401 S. Robbie Forbis Road
6776	Bill Martin	Lot 1 E. Hunter's Bend Road
6789	John Vandelight	6851 E. Hunter's Bend Road
6639	Mitchell Martin	6801 E. Hunter's Bend Road
6719	John Vandelight	6771 E. Hunter's Bend Road
6761	Curtis Park	6700 E. Hunter's Bend Road
6656	Patti Carico	6750 E. Hunter's Bend Road
6922	Jeff Wren	6825 E. Route Y
1752	Eddie Martin	7151 E. Route Y
1146	Eddie Martin	7171 E. Route Y
1143	Keith Peterson	7100 E. Route Y
5503	Randy Peterson	15485 S. Hagans Road
6113	Randy Peterson	15483 S. Hagans Road
1138	Michael Buschmann	15503 S. Hagans Road
1148	Michael Buschmann	15503 S. Hagans Road
1155	Eva Benedict	15509 S. Hagans Road
1199	Sheila Friedrich	15513 S. Hagans Road
5108	Barbara Calvin	15515 S. Hagans Road
5093	Eric Lasater	15585 S. Hagans Road
5134	Rex Taggart	15775 S. Hagans Road
6631	Carla Schlink	16740 Old Highway 63 South
8338	Wm. McCormack	16650 Old Highway 63 South

1379	Betty Peterson	16310 Old Highway 63 South
4393	Betty Peterson	16250 Old Highway 63 South
6557	Chad Cole	15975 Old Highway 63 South
3199	Paul Farley	15920 Old Highway 63 South
4946	Boone Hospital inactive	15430 Old Highway 63 South
1401	Bullard Properties	5003 Liberty Lane
3852	Margaret Cole	5000 Liberty Lane
2138	Robert Short	14400 Highway DD South
6118	Randy White	14178 Highway DD South - 3 users
	Marilyn White	14176 Highway DD South
	Phillip Brooks	14174 Highway DD South
5192	Carol Pettigrew	14170 Highway DD South
5200	Jim Hudson	13990 Highway DD South

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

- a) \$8.00 minimum charge.
- b) \$4.10 per 1,000 gallons of water used.

WATER RATES OF CITY OF ASHLAND

- a) \$8.50 for the first 1,000 gallons (minimum charge)
- b) \$3.50 for each additional 1,000 gallons

An Ordinance Amending Chapter 2, Article III, Section 2.200 of the municipal code of the City of Ashland, Missouri relating to the qualifications of Aldermen

1. **Qualifications of Aldermen, Terms of Office.** No person shall be an Alderman unless he or she is at least twenty-one years of age, a citizen of the United States, and an inhabitant and a resident of the City for one year next preceding his or her election, and a resident, at the time he or she files and during the time he or she serves, of the ward from which he or she is elected; nor shall any person be elected or appointed Alderman who is a felon, in arrears for any tax, lien, forfeiture, or defalcation in office. All members of the Board shall hold their office for a term of two years.
2. **Oath.** Before entering upon the discharge of the duties of his or her office, each Alderman shall take and subscribe an oath or affirmation before the City Clerk that he or she possesses all the qualifications prescribed for his or her office by the laws of the State and this Code or other ordinances of this City; that he or she will support the Constitution of the United States and of this State, and this Code and other ordinances of this City, and that he or she will faithfully demean himself or herself in office.
3. **Representation.** The members of the Board of Aldermen shall be two in number from each ward of the City
4. **Duties**
 - a. Aldermen shall attend all regular and special meetings of the Board unless excused by the Mayor for good cause.
 - b. The Board of Aldermen shall cause to be kept a journal of its proceedings, and the ayes and nays shall be entered on any question at the request of any member.
 - c. The Board of Aldermen may by resolution prescribe and enforce such rules as it may find necessary for the expeditious transaction of its business, but such rules shall not contravene the requirements of this Code or other ordinances.
 - d. The Board of Aldermen shall have the power to compel the attendance of witnesses and the production of papers and records relating to any subject under consideration in which the interest of the City is involved and shall have the power to call on the proper officers of the City, or of the county in which such City is located, to execute such process. Such officer (other than a city officer) shall receive therefore such fees as are allowed by law in the circuit court for similar services, to be paid by the City. The Mayor or Mayor Pro-tem in the absence of the Mayor shall have the power to administer oaths to witnesses.

- e. The Board of Aldermen shall semi-annually each year, at times to be set by the Board of Aldermen, make out and spread upon their records a full and detailed account and statement of the receipts and expenditures and indebtedness of the City for the half year ending with the last day of the month immediately preceding the date of such report, which account and statement shall be published in some newspaper in the city.

AUTHORIZATION TO RELEASE INFORMATION



			<i>Date of Birth</i>		
			Sex	Race	Month / Day / Year
Last Name	First Name	Middle Name			
			SSN:		
<i>Place of Birth</i>					
City	County	State	Country		

This release, when presented by a duly authorized representative of the City of Ashland, constitutes my consent and authority to examine and obtain copies and abstracts of records and to receive statements and information regarding my background.

Specifically, I authorize the release of the following data or records to the City of Ashland: Employment; Educational; Medical; Drug Testing; Psychological; Selective Service; Police and Criminal; Motor vehicle and Driving; Financial and Credit; Polygraph Examinations; and the UNDELETED copy of the separation document and medical records of the National Personnel Records and Military Personnel Records Centers.

This authorization is given in connection with a background investigation being conducted relative to my application for, or continued employment with, the City of Ashland. The intent of this authorization is to provide full and free access to the background and history of my personal life, for the specific purpose of pursuing an investigation, which may provide pertinent data for the City of Ashland, to consider my suitability for employment.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part upon this release authorization, will be considered in determining my suitability for employment by the City of Ashland. I understand that all materials pertaining to this background investigation become the property of the City of Ashland and will not be returned to me.

I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or by reason of complying with this request. I further understand that in the event my application is disapproved, the confidential information or source(s) of information will not be revealed to me, except that I understand that under the provisions of the Fair Credit Reporting Act, 15 U.S.C. §1561 et seq., I may request a copy of any consumer report from the consumer reporting agency that compiled the report.

A photocopy of this release form will be valid as an original hereof, even though the said photocopy does not contain an original writing of my signature.

Signature: _____

Date: ____ / ____ / ____

Printed Name: _____