



**THE CITY OF ASHLAND, MISSOURI**

**Date:** April 30, 2015

**To:** Mayor Rhorer and the Ashland Board of Aldermen

**From:** Josh M. Hawkins

**Re:** City Administrator's report

I have attached a draft agreement for the reimbursement of training expenses for water and waste water operators. Mr. Boeckman drafted the document and it may be ready to go but I wanted to have a discussion on our philosophy as an organization concerning professional development.

Providing professional development opportunities is a benefit to employees as well as an internal strategy to improve production within an organization. Investing in conferences, seminars and workshops enhances an employee's skill set, industrial acumen and ultimately leads to increased contributions to the organization as a whole and allows the City to remain up to date with trends and innovations which improve our efficiency and service-delivery.

The issue presented with skilled labor positions such as operators and police officers is one of difficulty in finding new hires with certifications. Ashland is in a position to train new hires and develop them into certified operators which can be a timely and expensive process. I would like a discussion of the City of Ashland's organizational philosophy concerning the reimbursement of employee development concerning certifications. The City has a tuition reimbursement policy which denies some reimbursement based on longevity but many of our positions are not seeking or technical school courses. During my report on May 5, I would like to have a discussion about our philosophy toward professional development and what should and should not be reimbursable.

**Public Meeting: Tuesday, May 12, 2015; Ashland Senior Center, 406 Douglas; 7:00 PM**

This is the third installment of the community planning workshops hosted by the Alderman and the Planning & Zoning Commission. This particular meeting will focus on the draft of the comprehensive transportation plan update as well as the future land use plan. Copies of these documents will be distributed to you on Tuesday evening so you may review them before the 12<sup>th</sup>. The plan will be available on the city website and hard copies will be provided per request at City Hall, with [transportation@mmrpc.org](mailto:transportation@mmrpc.org) being the comment email address. The public comment period will run until the end of May.

**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**

## REIMBURSEMENT AGREEMENT

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Ashland, Missouri, a Missouri Municipal Corporation ("City") and \_\_\_\_\_ ("Employee"). The parties agree as follows:

1. Employee agrees to diligently pursue a \_\_\_\_\_ Operator's Certification.
2. City agrees to provide the cost of training necessary for Employee to obtain the certification. Cost of training shall include, but not be limited to travel, seminars, conferences and exam fees.
3. If Employee leaves employment with the City before five years after obtaining certification, Employee shall reimburse the City for the cost of training for the certification, subject to the following reduction. For each twelve months that Employee continues employment with the City following certification, the amount owed for reimbursement shall be reduced by 20%. (After 12 months, 80% would be owed; after 24 months, 60% would be owed, etc.)
4. This agreement is not an employment agreement and it does not give Employee a right to continued employment. Employee shall remain an employee at-will.
5. To the extent allowed by law, the City may withhold the reimbursement amount from Employee's last paycheck. Employee shall pay City the full balance of any amount owed that is not deducted from Employee's last paycheck within 30 days after leaving employment with City.
6. Any action to enforce this agreement shall be brought in the Circuit Court of Boone County, Missouri. Employee agrees to pay all expenses and costs incurred by City in enforcing this agreement, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF ASHLAND, MISSOURI

EMPLOYEE

By: \_\_\_\_\_

\_\_\_\_\_

Gene Rhorer, Mayor

Attest: \_\_\_\_\_

Darla Sapp, City Clerk

**CITY OF ASHLAND  
815 E. BROADWAY  
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, MAY 05 , 2015  
7:00 P.M.**

Call to order

Invocation

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 5-05-2015 agenda: **Action:** \_\_\_\_\_
2. Consideration of the meeting minutes from 4-21-2015: **Action:** \_\_\_\_\_

**APPEARANCES**

3. Jeff Kays, Prosecutor-request for increase in fees
4. Dave Westhoff, proposal for new City Hall
5. Anyone wishing to appear before the Board

**APPOINTMENTS**

6. Chief of Police
7. City Attorney
8. City Prosecutor
9. City Clerk
10. Deputy City Clerk/Treasurer

**COUNCIL BILLS**

11. None

**ORDINANCES**

12. None

**RESOLUTIONS**

13. A resolution entering into a agreement with Engineering Surveys and Services for professional services. **Action:** \_\_\_\_\_
14. A resolution entering into a agreement with Bartlett and West for professional services. **Action:** \_\_\_\_\_

15. A resolution entering into a agreement with Gerding, Korte & Chitwood to provide audit services for the City of Ashland. **Action:** \_\_\_\_\_

**OTHER**

- 16. Change Order No. 2-Drill Tech, Inc.
- 17. Partial Pay Request #3-Drill Tech, Inc.

**REPORTS**

- 18. Travis Davidson, Public Works monthly Report
- 19. Mayor's Report
- 20. City Administrator's Report
- 21. City Attorney's Report
- 22. Board of Aldermen's Report
- 23. Vote to adjourn the meeting

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

Posted: 4-23-2015

City Hall and website: [www.ashlandmo.us](http://www.ashlandmo.us)

TUESDAY, APRIL 21, 2015  
BOARD OF ALDERMEN MINUTES  
7: 00 P.M.  
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on April 21, 2015 at 815 East Broadway.

Alderman Anderson gave the invocation.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll:

Ward One: George Campbell-here, George Elliott-here

Ward Two: Jeff Anderson-here, James Fasciotti-here

Ward Three: Anthony Taggart-here, Fred Klippel-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief, Jessi Kendall, Treasurer/Deputy City Clerk, and Josh Hawkins, City Administrator, Curtis Bennett, Water Department, Travis Davidson, Public Works Department and Coby Morris, Street Department.

Mayor Rhorer presented the agenda for April 21, 2015 for consideration. Alderman Anderson made motion and seconded by Alderman Fasciotti to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes for April 07, 2015 for consideration. Alderman Anderson made motion and seconded by Alderman Klippel to approve the minutes. Motion carried.

Alderman Anderson asked if he could ask questions reference the bills paid. Mayor Rhorer stated this was an appropriate time to ask questions. Alderman Anderson questioned the Allstate Consultants bill on the proposed wastewater facility. Mayor Rhorer reported we had an agreement on this with Allstate Consultants.

Alderman Fasciotti questioned the bill for Jeffrey Kays for City Prosecutor. Chief Woolford stated this is the contract amount and has been since 2012. Chief Woolford reported that Mr. Kays files the tickets, appears in court monthly and answers questions concerning tickets, insurance and plea deals.

Mayor Rhorer presented Council Bill No. 2015-013 for consideration. Alderman Anderson made motion and seconded by Alderman Klippel to take up Council Bill No. 2015-013, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2015 Budget. Mayor Rhorer called for questions or comments. Alderman Anderson asked for explanation on the budget amendments. Jessi Kendall, Treasurer, explained this to the Board. Mayor Rhorer thanked Mr. Hawkins and staff for having a balanced budget. The Board asked various questions. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1025 for consideration. Alderman Anderson made motion and seconded by Alderman Klippel to take up Ordinance No. 1025, an ordinance authorizing the appropriation of funds to certain accounts within in the fiscal year 2015 Budget. Mayor Rhorer called for

questions or comments. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Anderson-aye, Alderman Klippel-aye. Motion carried.

Mayor Rhorer presented a resolution for consideration. Alderman Anderson made motion and seconded by Alderman Campbell to take up a Resolution authorizing the purchase of in-car video for the police department. Mayor Rhorer called for questions or comments. Chief Woolford reported this is the video system they have been testing for thirty days. Mayor Rhorer called for the vote. Alderman Taggart-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Anderson-aye, Alderman Klippel-aye. Motion carried.

Mayor Rhorer presented a resolution for consideration. Alderman Anderson made motion and seconded by Alderman Klippel to take up a Resolution authorizing the purchase of a speed trailer for the police department. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this is a 100 percent grant that Chief Woolford obtained. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye. Motion carried.

Mayor Rhorer presented a resolution for consideration. Mayor Rhorer reported the three truck bids were in the Board packets. The Board asked various questions about the different options on the vehicles. Curtis Bennett, Water Department reported he recommended the truck from Joe Machens because it was heavy duty, had more options and would be available May 1, 2015. He reported they currently have a 1999 truck and they have replaced the transmission three times. Alderman Anderson made motion and seconded by Alderman Taggart to take up a resolution authorizing the purchase of a truck for the water department. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye. Motion carried.

Mayor Rhorer presented a resolution for consideration. Alderman Anderson made motion and seconded by Alderman Elliott to take up a resolution declaring the results of the General Election held in the City of Ashland, Missouri April 07, 2015. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye. Motion carried.

Mayor Rhorer presented a request to allow alcohol in the park for Missouri Credit Union appreciation picnic. Alderman Taggart made motion and seconded by Alderman Fasciotti to allow the Missouri Credit Union to have alcohol in the park. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye. Motion carried.

Mayor Rhorer reported the next item on the agenda was comments from Mayor and Alderman.

Alderman Campbell gave an overview of the rough time the previous Board of Aldermen and Alderman Anderson went through. He stated he felt they all worked very well as a group now. He discussed mistakes made and apologized to Mr. Anderson.

Mayor Rhorer thanked Mr. Anderson and apologized to him and his family. He stated it was a pleasure working with Alderman Anderson and Alderman Taggart.

Alderman Taggart commented on the prior Board and the issues Mr. Anderson had with their conduct. He stated Mr. Anderson was lied about and threatened.

Alderman Fasciotti made motion and seconded by Alderman Klippel to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Anderson-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Taggart-aye. Motion carried.

The City Clerk swore Alderman Ward One-George Campbell, Alderman Ward Two-Mike Calvert, Alderman Ward Three- Jesse Bronson into office.

Mayor Rhorer called the meeting to order at 7:59 p.m.

Alderman Ward One: George Campbell-aye, George Elliott-aye  
Alderman Ward Two: Mike Calvert-aye, James Fasciotti-aye  
Alderman Ward Three: Fred Klippel-aye, Jesse Bronson-aye

Mayor Rhorer asked if anyone wished to appear before the Board.

Jessi Kendall, Treasurer thanked the Mayor for participating in the Texas Hold'em fund raiser the park board did on Saturday. She also thanked the Police Chief for the cash donation.

Mayor Rhorer presented Jim Fasciotti to serve as Mayor Pro-Tem with Board confirmation. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Branson-aye, Alderman Elliott-aye, Alderman Fasciotti-abstained. Motion carried.

Mayor Rhorer reported we had an opening in the Mid-Missouri Solid Waste Management District Council Representatives. Mayor Rhorer reported the information was in the packet. He reported that Alderman Taggart served as representative on this Board. Josh Hawkins, City Administrator reported this Board meets yearly unless you sign up for the executive board. Alderman Bronson volunteered to be the representative from Ashland. Alderman Fasciotti made motion and seconded by Alderman Elliot to appoint Jesse Bronson to the Mid-Missouri Solid Waste Management District Council as the city representative. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-abstained. Motion carried.

Mayor's Report:

Mayor Rhorer reported on the Chamber Days events last week.

City Administrator's Report:

Josh Hawkins reported they have been wrapping up the yearend budget revisions. He reported there will be a Fish Fry at the Missouri Rural Water Association tomorrow night and a water tasting competition. He invited the Board to attend.

Mr. Hawkins reported there was a draft transportation plan in the packet. Mr. Hawkins stated that he is going to schedule the next community quarterly meeting and suggested May 12, 2015 date with the location of the transportation meeting to be determined.

He informed the Board that Colby Branch has resigned and they have advertised for a sewer operator. The Board discussed when paying for schools for training and licensing we have employees sign a contract that they will remain employed for a certain time or pay back the fees.

City Attorney's Report:

Fred Boeckmann, City Attorney did not have a report.

Board of Aldermen report:

Alderman Calvert reported he is glad to be back on the Board of Aldermen. He reported he received a complaint on a problem with construction and mud on Peterson. Mayor Rhorer reported they are resolving this matter with the contractors. He also reported they were cleaning out concrete trucks on a lot.

Alderman Fasciotti stated the contractors needs to be cited for this. He stated that they are ruining the lakes in that subdivision.

Alderman Campbell reported Steve Long from the Baptist Home suggested looking in adding another entrance into town for the north of Ashland.

Alderman Elliott welcomed the new members to the board and thanked them for volunteering their time.

Alderman Elliott thanked the City Administrator for doing a good city job and had a good team working under him.

Alderman Fasciotti welcomed the new Board members.

Alderman Fasciotti discussed the police procedure and policy manual. Fred Boeckmann, City Attorney reported this did not need to be approved by the Board of Aldermen since it was an operations manual.

Alderman Bronson informed the Board he looked forward to working with them.

Alderman Calvert made motion and seconded by Alderman Fasciotti to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Calvert-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-aye. Motion Carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ENGINEERING SURVEYS AND SERVICES

Whereas, the City solicited requests for qualifications for professional services to provide general consulting services; and

Whereas, the City received requests for qualifications from Shafer, Kline and Warren, Cochran, Bartlett & West, Engineering Surveys and Services, Poepping, Stone, Bach & Associates, BFA Consultants, Engineers, Surveyors, Meco Engineering Company and Allstate Consultants on February 20, 2015; and

Whereas, the consultant selection committee has reviewed the qualifications and has selected Engineering Surveys and Services as one of the engineering firms to perform general engineering services work for the City.

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

The Board of Aldermen hereby authorizes the Mayor to enter into an agreement with Engineering Surveys and Services for professional services and is hereby incorporated and marked as "Exhibit A."

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between: \_\_\_\_\_  
The City of Ashland (“Owner”),  
and \_\_\_\_\_ Engineering Surveys and Services, LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Master Services Agreement for Professional Engineering and Consulting Services  
 (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

General services shall consist of professional civil, environmental and geotechnical engineering services; professional surveying services; construction materials and analytical laboratory testing services; construction observation services; and related services to support task order assignments as required by Owner. (see Note #1)

*Note #1: Scope of work for specific task orders shall be as provided in Exhibit A: Scope of Work – Task Order Amendment – No. ## (Task Order Amendments to be numbered consecutively).*

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Time of service as identified in the individual Task Order Amendment.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding the monthly time frame identified in the individual Task Order Amendment. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.
- Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Additionally, unit prices will be billed for laboratory testing, as requested by the specific task order.
  - 2. Engineer's "Hourly Fee Schedule" and "Laboratory Fee Schedule" is attached EXHIBIT B. The fee schedules shall be reviewed on an annual basis. Any changes to the fee schedules by the Engineer shall be reviewed and approved by the Owner.
  - 3. The total compensation for services and reimbursable expenses shall be as identified in the individual Task Order Amendment.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each

applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as EXHIBIT B.

**ATTACHMENTS:**

**EXHIBIT A: Scope of Work - Task Order Amendment – No. ##**

**EXHIBIT B: Engineering Surveys and Services “Hourly Fee Schedule” and “Laboratory Fee Schedule”**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

**OWNER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ENGINEER:**

By: David A. Bennett

Title: Vice Pres. - Engineering

Date Signed: 4/14/2015

David A. Bennett, PE  
Vice President - Engineering  
*Engineering Surveys and Services, LLC*

Missouri Professional Engineering Firm: 2004005018

Missouri Professional Surveying Firm: 2004004672

State of: Missouri

*Address for giving notices:*

P.O. Box 135

Ashland, MO 65010

\_\_\_\_\_

\_\_\_\_\_

*Address for giving notices:*

1113 Fay Street

Columbia, MO 65201

\_\_\_\_\_

\_\_\_\_\_

# Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors  
Analytical and Materials Laboratories

1113 Fay Street  
Columbia, Missouri 65201  
Telephone 573-449-2646  
Facsimile 573-499-1499

E-Mail [ess@ESS-Inc.com](mailto:ess@ESS-Inc.com)  
<http://www.ESS-Inc.com>

**EXHIBIT A: SCOPE OF WORK -  
TASK ORDER AMENDMENT – NO. ##  
TO  
SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
BETWEEN**

The City of Ashland ("Owner"),  
and Engineering Surveys and Services, LLC ("Engineer").

This Task Order Amendment (TOA) becomes an attachment to the following Agreement:

Master Services Agreement for Professional Engineering and Consulting Services  
between Owner and Engineer effective as of \_\_\_\_\_ ("Effective Date").

The Task Order Amendment, of which Engineer's services under this Agreement are a part, is generally identified as follows:

[TASK ORDER TITLE]  
("Project").

Engineer shall furnish to the Owner the following additional services:

[DETAILED DESCRIPTION OF WORK TO BE PROVIDED HERE]

To be completed by [Insert specific completion date, or the time for completion in days, weeks, or months from the Task Order Amendment Effective Date; modify sentence accordingly when using elapsed time].

7.01 *Basis of Payment*— Hourly Rates Plus Reimbursable Expenses and Unit Prices up to a maximum not to exceed additional cost of \$ ##,###.##. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" and "Laboratory Fee Schedule" shown as EXHIBIT B.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order Amendment, the Effective Date of which is \_\_\_\_\_ ("TOA Effective Date").

*Engineering Surveys and Services*

**OWNER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ENGINEER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

David A. Bennett, PE  
Vice President - Engineering  
*Engineering Surveys and Services, LLC*

Missouri Professional Engineering Firm: 2004005018

Missouri Professional Surveying Firm: 2004004672

State of: Missouri

*Address for giving notices:*

P.O. Box 135

Ashland, MO 65010

\_\_\_\_\_

\_\_\_\_\_

*Address for giving notices:*

1113 Fay Street

Columbia, MO 65201

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT B**

**“HOURLY FEE SCHEDULE”**

**AND**

**“LABORATORY FEE SCHEDULE”**

# Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors  
Analytical and Materials Laboratories

1113 Fay Street  
Columbia, Missouri 65201  
Telephone 573-449-2646  
Facsimile 573-499-1499

E-Mail [ess@ESS-Inc.com](mailto:ess@ESS-Inc.com)  
<http://www.ESS-Inc.com>

## HOURLY FEE SCHEDULE

January 1, 2015

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$120-160 /hour
Registered Professional Engineer	\$ 110-140 /hour
Registered Professional Land Surveyor	\$ 100-130 /hour
Project Surveyor	\$ 70-90 /hour
Engineer In Training	\$ 80-100 /hour
Senior Engineering Technician	\$ 60-70 /hour
Engineering Technician	\$ 50-60 /hour
CAD Operator	\$ 65-90 /hour
Chemist	\$ 70-80 /hour
Administrative Assistant	\$ 50-55 /hour
Computer	\$ 50 /day
EDM Equipment	\$ 100 /day
Global Positioning System Equipment	\$ 200 /day
Drill Rig	\$ 150-\$250 /hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.60/mile

### NOTES

1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.

Other Offices  
Jefferson City, Missouri • Sedalia, Missouri

# Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors  
Analytical and Materials Laboratories

1113 Fay Street  
Columbia, Missouri 65201  
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E-Mail [ess@ESS-Inc.com](mailto:ess@ESS-Inc.com)  
<http://www.ESS-Inc.com>

January 1, 2015  
Page 1 of 6

## SCHEDULE OF LABORATORY TESTING FEES

<u>WASTEWATER AND WATER ANALYSIS</u>	<u>UNIT PRICE</u>
Biochemical Oxygen Demand (5-day BOD)	\$ 41.00
Chemical Oxygen Demand (COD)	38.00
Fecal Coliform Bacteria	30.00
E. Coli	29.00
Total Coliform Bacteria	100.00
Dissolved Oxygen (DO)	12.00
Hydrogen Sulfide	12.00
Total Solids (Residue/Matter)	14.00
Total Filterable (Dissolved)	15.00
Total Nonfilterable (Suspended)	16.00
Total Volatile Solids	15.00
Settleable Solids	14.00
pH	8.00
Acidity	12.00
Alkalinity	12.00
Bicarbonate Alkalinity	12.00
Carbonate Alkalinity	12.00
Phenolphthalein Alkalinity	12.00
Carbonate Hardness	20.00
Noncarbonate Hardness	21.00
Conductivity	9.00
Grease & Oil	40.00
Grease & Oil, Soxhlet	70.00
Turbidity	12.00
Specific Gravity	14.00
"NO DISCHARGE" NPDES Report	50.00
Sample Preparation when Required Two Hour Minimum Charge.	Hourly

**SCHEDULE OF LABORATORY TESTING FEES**

**ANALYSIS FOR ELEMENTS & METALS**

	<u>UNIT PRICE</u>		<u>UNIT PRICE</u>
Aluminum	\$ 17.00	Magnesium (Mg)	\$17 .00
Antimony (Sb)	31.00	Manganese (Mn)	17.00
Ammonia (NH4)	20.00	Mercury (Hg)	35.00
Arsenic (As)	32.00	Molybdenum (Mo)	17.00
Barium (Ba)	17.00	Nickel (Ni)	17.00
Beryllium (Be)	23.00	Nitrogen (N)	12.00
Bismuth (Bi)	32.00	Nitrate (NO3)	20.00
Boron (B)	23.00	Nitrite (NO2)	20.00
Cadmium (Cd)	18.00	Organic Nitrogen	12.00
Calcium (Ca)	17.00	Phenols	63.00
Carbon,Organic (TOC)	35.00	Phosphorous, Total	24.00
Chloride (Cl)	19.00	Phosphate, Ortho	23.00
Chlorine, Demand	33.00	Potassium (K)	17.00
Chlorine, Residual	20.00	Selenium (Se)	32.00
Chromium (Cr)	17.00	Silicon (Si)	19.00
Chromium, Hex.(Cr-VI)	20.00	Silver (Ag)	17.00
Cobalt (Co)	17.00	Sodium (Na)	17.00
Copper (Cu)	17.00	Sulfate (SO4)	18.00
Cyanide (Cn)	40.00	Sulfide (S)	18.00
Cyanide, ATC (Cn)	23.00	Sulfite (SO3)	18.00
Fluoride (F)	24.00	Thallium (Tl)	32.00
Iodine (I)	23.00	Tin (Sn)	32.00
Iron (Fe)	17.00	Titanium (Ti)	24.00
Kjeldahl Nitrogen	33.00	Vanadium (V)	32.00
Lead (Pb)	17.00	Zinc (Zn)	17.00
Lithium (Li)	32.00		

Sample Preparation when Required, Two Hour Minimum Charge

Hourly

All metals shown are quoted per analysis for "dissolved" concentration.

- Analysis for "total" metal concentration will be performed for an additional cost of \$13.00 per sample.

**SCHEDULE OF LABORATORY TESTING FEES**

<b><u>ORGANIC ANALYSIS</u></b>	<b><u>UNIT PRICE</u></b>
Pesticides	\$190.00
Herbicides	225.00
Polychlorinated Biphenyls (PCB)	
In Water	220.00
In Transformer Oil	220.00
In Tissue	220.00
In Sediment/Soil	220.00
Trihalomethanes	145.00
Volatile Organic Compounds (VOC)	255.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	220.00
Sample Preparation when Required	Hourly
Two Hour Minimum Charge.	



**SCHEDULE OF LABORATORY TESTING FEES**

**CONCRETE**

**UNIT PRICE**

*Cylinder-compressive strength	\$16.0 0
Concrete Beam – flexural Strength	45.00
Mortar Cube – compressive strength	16.00
Grout/Prism – compressive strength	16.00
Cylinder-compressive strength made by others	21.50
Cylinder Held (spare)	5.00
Cylinder molds, each	2.00
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly
Cylinder pickup made by others	Hourly

**AGGREGATE**

Sieve Analysis, dry	105.00
Sieve Analysis, wet	105.00
Materials finer than #200 sieve by washing	110.00
Specific gravity & absorption	110.00
Unit weight	65.00
Organic impurities in fine aggregate (colorimetric)	40.00
Lightweight pieces (coal & lignite)	85.00
Clay lumps & friable particles	80.00
Chert content of coarse aggregate	150.00
Thin or elongated pieces in coarse aggregate	150.00
Soundness by sodium or magnesium sulfate (5 cycle)	350.00
Freeze-Thaw	700.00
Los Angeles Abrasion of coarse aggregate	300.00

**ASPHALT**

Core Density	40.00
Extraction test for oil	230.00
Sieve Analysis of extracted aggregates & extraction test for oil	330.00

**STRUCTURAL STEEL**

Welded and bolted connections	Hourly
Ultra-Sonic weld testing equipment	175.00 per day

Two Hour Minimum Charge

\*Cylinder pickup included in Columbia, Sedalia and Jefferson City.

January 1, 2015

Page 6 of 6

**SCHEDULE OF LABORATORY TESTING FEES**

<u>SOIL</u>	<u>UNIT PRICE</u>
Classification Tests:	
Moisture Content	\$10 .00
Particle-Size Analysis, wet sieve	120.00
Particle-Size Analysis, hydrometer	175.00
Material finer than #200 sieve	110.00
Specific Gravity	85.00
Atterberg Limits (LL, PL & PI)	100.00
Shrinkage Limit	85.00
Dry Density of undisturbed sample	40.00
Fractional Organic Carbon	70.00
Shear Tests:	
Unconfined Compression (qu)	70.00
Triaxial (Q), multistage	350.00
Compressibility Tests:	
Consolidation	450.00
Swell	220.00
Compaction Tests:	
Standard Proctor	200.00
Modified Proctor	275.00
Field Density Testing – Nuclear Meter	Hourly plus 13.00
California Bearing Ratio	350.00
Permeability	
Flexible Wall Permeability	320.00
Falling-head Permeability	270.00
Drilling and Sampling:	
Equipment and Crew	By Quote
3" Diameter Shelby Tubes	18.00
Sample Jars	3.00
Sample Preparation when required	Hourly
Two Hour Minimum Charge.	

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH BARTLETT AND WEST, INC.

Whereas, the City solicited requests for qualifications for professional services to provide general consulting services; and

Whereas, the City received requests for qualifications from Shafer, Kline and Warren, Cochran, Bartlett & West, Engineering Surveys and Services, Poepping, Stone, Bach & Associates, BFA Consultants, Engineers, Surveyors, Meco Engineering Company and Allstate Consultants on February 20, 2015; and

Whereas, the consultant selection committee has reviewed the qualifications and has selected Bartlett & West, Inc. as one of the engineering firms to perform general engineering services work for the City.

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

The Board of Aldermen hereby authorizes the Mayor to enter into a master agreement with Bartlett & West, Inc. for professional services; Task Order No. 1 & Task Order No. 2 and is hereby incorporated and marked as "Exhibit A."

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

**BARTLETT & WEST, INC.**

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This is a Master Agreement effective as of \_\_\_\_\_, 2015 between the City of Ashland, MO ("CLIENT"), located at 109 East Broadway, Ashland, MO 65010 and Bartlett & West, Inc. ("CONSULTANT"), located at 1719 Southridge Dr., Suite 100, Jefferson City, MO 65109.

WHEREAS, the CLIENT intends to engage the CONSULTANT in a variety of projects, performing certain professional services. Details of the projects will be included in individual Task Orders to be attached to and made a part of this Master Agreement.

The CLIENT and CONSULTANT therefore agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between the CLIENT and the CONSULTANT consists of this Master Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and any subsequent executed Task Orders. All such items together shall be referenced herein as the "Agreement."
- B. Task Orders will describe the specific services requested by the CLIENT, the budget, and the time. Each Task Order will be sequentially numbered and will be considered as an exhibit to this Agreement. The Task Order shall be executed by both the CLIENT and the CONSULTANT before any work proceeds. A sample Task Order is attached as Exhibit B.
- C. In the event of any conflict in the language of this Agreement with the Standard Provisions of Agreement attached hereto the language of the Standard Provisions of Agreement shall control unless this Agreement specifically provides to the contrary. In the event of any conflict in the language of any Task Order attached hereto with said Standard Provisions of Agreement, the language of the Task Order shall control.
- D. This Agreement, including any Task Orders, represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT
- E. This Agreement shall be governed by the laws of the state of Missouri.

ARTICLE II – SCOPE OF WORK

- A. CONSULTANT'S services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. CONSULTANT shall not be obligated to perform any prospective Task Order unless and until CLIENT and CONSULTANT agree to the particulars of the Specific Project,

CONSULTANT'S services, CONSULTANT'S compensation, and all other appropriate matters.

### ARTICLE III - CLIENT'S RESPONSIBILITIES

In addition to other responsibilities which may be set forth in this agreement, the CLIENT shall:

- A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for the PROJECT, including design objectives, capacity, performance requirements, and budgetary limitations upon which the CONSULTANT may rely.
- B. Furnish available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the site.
- C. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required to perform services under this Agreement.
- D. Examine alternative solutions, reports, drawings, specifications, and other documents presented by the CONSULTANT and render timely decisions pertaining to the documents.
- E. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the PROJECT.
- F. Participate in conferences, meetings, bid openings, and other similar aspects of the PROJECT as requested by the CONSULTANT.

### ARTICLE IV – TIME OF PERFORMANCE FOR SERVICES

- A. The services under each Task Order have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is specified in a Task Order, CONSULTANT'S obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided in a Task Order, and if the CLIENT has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

### ARTICLE V – PAYMENT PROVISIONS

- A. CLIENT shall pay the CONSULTANT for services as described in each individual Task Order.
- B. Fees will be billed monthly based upon the form of compensation selected and described under each individual Task Order.

### ARTICLE VI – INSURANCE

- A. CONSULTANT shall purchase and maintain insurance as set forth below:
  1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
  2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
4. Professional Liability insurance on a claims made basis in the amount of \$3,000,000 per claim and annual aggregate.
5. Commercial Umbrella, with a limit of \$5,000,000 each occurrence and aggregate.
6. Technology E&O with a limit of \$1,000,000 each claim and aggregate.

Certificates of insurance evidencing the coverages indicated above will be provided to CLIENT upon request.

#### ARTICLE VII – DISPUTE RESOLUTION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration if it involves a total claim amount and anticipated costs including attorney's fees and expenses of less than \$200,000. Claims in excess of \$200,000 shall be brought only in the district court of Cole County, Missouri and the parties agree to this venue and to jurisdiction by this court. Prior to arbitration or litigation, the parties shall endeavor to resolve disputes by mediation in accordance with paragraph 10 of the standard provisions of agreement attached as Exhibit A.
- B. Unless the parties mutually agree otherwise, arbitration shall be in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association.
- C. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- D. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the state having jurisdiction thereof.

#### ARTICLE VIII – ALLOCATION OF RISKS

- A. Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the CLIENT, CONSULTANT, and all other negligent entities and individuals.

#### ARTICLE IX – INDEMNITY

- A. Indemnity by CONSULTANT. The CONSULTANT agrees to indemnify and hold harmless the CLIENT from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by CLIENT but only to the extent caused by the negligent performance of the CONSULTANT. In the event that the CLIENT and CONSULTANT

are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.

- B. CONSULTANT will not be required to indemnify the CLIENT for claims caused or alleged to be caused in whole or in part by the acts or omissions of the CLIENT or other third parties for whom the CONSULTANT is not responsible.
- D. Under no circumstances shall the CONSULTANT be required to pay the defense costs of the CLIENT, unless the CONSULTANT is adjudged to be negligent by a court of law, and such defense costs are included as damages in the award.

ARTICLE X – TERM OF AGREEMENT

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the effective date of which is indicated on page 1.

**CLIENT:**  
CITY OF ASHLAND, MO

**CONSULTANT:**  
BARTLETT & WEST, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: Robert A. Gilbert

Title: \_\_\_\_\_

Title: Location Mgr - Vice President

Date Signed: \_\_\_\_\_

Date Signed: 4/27/15

## EXHIBIT A STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Bartlett & West, Inc. (referred to as the Consultant), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. In the event Client fails to pay the Consultant within ninety (90) days after invoices are rendered, then Client agrees that the Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of the Consultant under this Agreement may be terminated at the election of the Consultant upon five (5) days written notice. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.
2. Taxes. Compensation payable to the Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against the Consultant by any state or political subdivision directly on services performed or payments for services performed by the Consultant. Such taxes that the Consultant may be required to collect or pay shall be added by the Consultant to invoices submitted to the Client pursuant to this Agreement.
3. Suspension. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Client shall pay the Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
4. Termination. This Agreement may be terminated by either Client or the Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Client expressly agrees to hold the Consultant harmless from any liability arising out of the Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Client shall then promptly pay the Consultant for all of the fees, charges and services performed by the Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis.
5. Delay. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
6. Client Changes. In the event that any changes are made in the work to be performed hereunder, by the Client or persons other than the Consultant, and which affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given the Consultant prior notice and has received from the Consultant written consent for such changes.
7. Third Party Information. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.
8. Waiver of Consequential Damages. In no event shall the Consultant be liable for consequential damages, including lost profits, loss of investment or other incidental damages.
9. Completion. In no event shall any statute of limitations commence to run any later than the date when the Consultant's services are substantially completed and any cause of action against the Consultant arising from or pertaining to this Agreement must be initiated no later than five (5) years after the date when the Consultant's services are substantially completed.
10. Disputes. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of litigation. The mediator shall be jointly selected by the Client and the Consultant. If the parties are unable to agree, the Consultant shall present a list of three prospective mediators to the Client, who shall choose the mediator. In the event of failure on the part of the Client to do so within ten (10) days of receipt of the list, the Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of the Client or the Consultant as selected by the mediator.
11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance during construction, the Client and the Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client or the Consultant, as applicable, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
12. Standard of Care. The Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services under the same or similar circumstances and conditions. The Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.
13. Consultant Data. All reports, plans, specifications, computer files, data resulting from laser scanning, tracings, survey notes, and other original documents are instruments of service and shall remain the property of the Consultant. Consultant may sell said instruments of service to third party sources.
14. Ownership. Consultant has and will retain all ownership rights in any software developed under this agreement, including all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information, except as explicitly stated in this agreement.

## EXHIBIT A STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

15. Ownership. All error corrections, enhancements, new releases, and any other products of work created by Consultant in connection with the services provided under this agreement are and shall remain the exclusive property of Consultant, regardless of whether the Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said products of work.

16. Confidentiality. All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's Work. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

17. Fees. When applicable to the project(s), the Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

18. Construction Costs. If any opinion is prepared by the Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of the Client. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

19. Job Site. If the work involves construction services, the Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by the Client to assume sole and complete responsibility for job site conditions during the course of construction of the project(s), including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. The Consultant does not assume responsibility for the safety of persons or property on or about the project site(s).

20. Construction Site Visits. If applicable, the Consultant shall make periodic visits to the project site(s) to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

21. Resident Project Representation. When applicable, and by separate attachment executed by the Client and the Consultant, the Consultant may provide resident project representation under the Consultant's supervision that will be paid for by the Client as indicated

in such separate agreement and that will be intended to give the Client further assurance with regard to the finished work but will not involve the Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to the Client any guarantee by the Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

22. Hazardous Materials. When applicable, and unless otherwise provided by specific agreement, the Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the project site(s).

23. Assignment/Third Party Reliance. Neither the Client nor the Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to the Client; and no claim against Consultant shall accrue to, any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, home-owner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project(s).

24. Client Representative. The Client shall designate an individual with authority to act on behalf of the Client as to all aspects of the project(s), shall examine and respond promptly to submissions from the Consultant, shall give prompt written notice to the Consultant if the Client becomes aware of any defect in the project(s), and shall otherwise fully cooperate as may be required or appropriate in connection with the project(s).

25. Equal Opportunity. The Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

26. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

EXHIBIT B  
TASK ORDER NO. \_\_\_\_\_

This Task Order No. \_\_\_\_\_ is issued relative to and in accordance with the Master Agreement for Professional Services between City of Ashland, MO ("CLIENT") and Bartlett & West, Inc. ("CONSULTANT") as dated \_\_\_\_\_, 20\_\_ and as further modified herein.

The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. Scope of Work. The CONSULTANT shall perform services under the Task Order for the purpose of \_\_\_\_\_ and as more fully described herein.
- C. Client's Responsibilities. CLIENT'S responsibilities in the completion of this Task Order are as follows.
  - 1. General Obligations. All obligations as listed in the Agreement remain unchanged unless specifically changed in this Task Order or unless both parties mutually waive or modify such obligations in writing by a subsequent amendment to the Agreement or to this Task Order.
- D. Time of Performance for Services. The services will be completed by \_\_\_\_\_. If no date is entered then the time of performance is as outlined in the Agreement.
- E. Compensation for Services. The services contained in this Task Order shall be performed for the fee of \_\_\_\_\_.
- F. Special Items. Special items relative to this Task Order are as follows:
  - 1. Change Orders to this Task Order. The CONSULTANT and CLIENT agree that the Master Agreement and this Task Order may be changed by mutual written consent of both the CONSULTANT and CLIENT.
  - 2. In regard to this Task Order #\_\_\_\_ only, the following terms are noted as changed from either the Master Agreement or the Standard Provisions.
    - i.
- G. Other Modifications.
- H. Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Master Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by the CONSULTANT to perform such services listed herein and an authorization by the CLIENT for CONSULTANT to proceed with the services.

CLIENT:  
CITY OF ASHLAND, MO

CONSULTANT:  
BARTLETT & WEST, INC.

By: \_\_\_\_\_  
*Print name*

By: \_\_\_\_\_  
*Print name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BARTLETT & WEST, INC.**  
**TASK ORDER NO. 1**

This Task Order No. 1 is issued relative to and in accordance with the Master Agreement for Professional Services between the City of Ashland, MO ("CLIENT") and Bartlett & West, Inc. ("CONSULTANT") as dated \_\_\_\_\_, 2015 and as further modified herein.

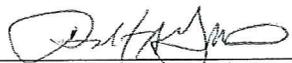
The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided definitions or terms are expressly noted by this Task Order.
- B. Scope of Work. The CONSULTANT shall perform services under the Task Order for the purpose of General Consulting Services and as more fully described herein.
  - 1. This Task Order establishes the current hourly rates for services.
  - 2. In addition, this Task Order authorizes de minimus services where writing a new Task Order would be a substantive portion of the consulting services.
- C. Client's Responsibilities. CLIENT'S responsibilities in the completion of this Task Order are as follows.
  - 1. General Obligations. All obligations as listed in the Agreement remain unchanged unless specifically changed in this Task Order or unless both parties mutually waive or modify such obligations in writing by a subsequent amendment to the Agreement or to this Task Order.
- D. Time of Performance for Services. These services will be completed in the timeframe as outlined in the Agreement.
- E. Compensation for Services. The services contained in this Task Order shall be performed at the CONSULTANT's published hourly applicable at the time of services.
- F. Special Items. Special items relative to this Task Order are as follows:
  - 1. Change Orders to this Task Order. The CONSULTANT and CLIENT agree that the Master Agreement and this Task Order may be changed by mutual written consent of both the CONSULTANT and CLIENT.
- G. Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Master Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by the CONSULTANT to perform such services listed herein and an authorization by the CLIENT for CONSULTANT to proceed with the services.

CLIENT:  
CITY OF ASHLAND, MO

CONSULTANT:  
BARTLETT & WEST, INC.

By: \_\_\_\_\_  
*Print name*

By:  \_\_\_\_\_  
*Print name Robert A. Gilbert*

Title: \_\_\_\_\_

Title: Location Manager - Vice President

Date Signed: \_\_\_\_\_

Date Signed: 4/27/15

**BARTLETT & WEST, INC.**  
**2015 SCHEDULE OF HOURLY CHARGES**  
**Effective January 1, 2015**

Engineer XI/Landscape Arch XI	\$210.00	Right-of-Way Technician II	72.00
Engineer X/Landscape Arch X	194.00	Right-of-Way Technician I	62.00
Engineer IX/Landscape Arch IX	182.00		
Engineer VIII/Landscape Arch VIII	169.00	GIS Coordinator VIII	\$200.00
Engineer VII/Landscape Arch VII	156.00	GIS Coordinator VII	190.00
Engineer VI/Landscape Arch VI	142.00	GIS Coordinator VI	180.00
Engineer V/Landscape Arch V	132.00	GIS Coordinator V	170.00
Engineer IV/ Landscape Arch IV	122.00	GIS Coordinator IV	155.00
Engineer III/Landscape Arch III	112.00	GIS Coordinator III	140.00
Engineer II/Landscape Arch II	102.00	GIS Coordinator II	125.00
Engineer I/Landscape Arch I	92.00	GIS Coordinator I	115.00
Engineering Technician XI	\$165.00	GIS Developer/DBA V	\$155.00
Engineering Technician X	140.00	GIS Developer/DBA IV	145.00
Engineering Technician IX	125.00	GIS Developer/DBA III	135.00
Engineering Technician VIII	108.00	GIS Developer/DBA II	125.00
Engineering Technician VII	99.00	GIS Developer/DBA I	115.00
Engineering Technician VI	91.00		
Engineering Technician V	85.00	GIS Project Administrator V	\$140.00
Engineering Technician IV	78.00	GIS Project Administrator IV	130.00
Engineering Technician III	70.00	GIS Project Administrator III	120.00
Engineering Technician II	64.00	GIS Project Administrator II	110.00
Engineering Technician I	60.00	GIS Project Administrator I	100.00
Surveyor VIII	\$140.00	GIS Analyst V	\$125.00
Surveyor VII	131.00	GIS Analyst IV	115.00
Surveyor VI	121.00	GIS Analyst III	105.00
Surveyor V	109.00	GIS Analyst II	95.00
Surveyor IV	98.00	GIS Analyst I	85.00
Surveyor III	88.00		
Surveyor II	77.00	GIS Technician IV	\$86.00
Surveyor I	67.00	GIS Technician III	77.00
		GIS Technician II	67.00
Survey Technician VI	\$85.00	GIS Technician I	56.00
Survey Technician V	75.00		
Survey Technician IV	66.00	Systems Analyst	\$130.00
Survey Technician III	58.00	IS Support Specialist	69.00
Survey Technician II	53.00	Computer Systems Technician III	79.00
Survey Technician I	48.00	Computer Systems Technician II	69.00
		Computer Systems Technician I	55.00
Field Representative X	\$135.00	Project Coordinator	\$115.00
Field Representative IX	122.00		
Field Representative VIII	112.00	Administrator V	\$110.00
Field Representative VII	102.00	Administrator IV	97.00
Field Representative VI	93.00	Administrator III	82.00
Field Representative V	85.00	Administrator II	74.00
Field Representative IV	77.00	Administrator I	66.00
Field Representative III	70.00		
Field Representative II	63.00	Administrative Technician V	\$70.00
Field Representative I	57.00	Administrative Technician IV	63.00
		Administrative Technician III	56.00
Right-of-Way Specialist IV	\$180.00	Administrative Technician II	51.00
Right-of-Way Specialist III	150.00	Administrative Technician I	45.00
Right-of-Way Specialist II	130.00		
Right-of-Way Specialist I	115.00		
Right-of-Way Technician V	\$99.00		
Right-of-Way Technician IV	90.00		
Right-of-Way Technician III	82.00		

**BARTLETT & WEST, INC.**  
**TASK ORDER NO. 2**

This Task Order No. 2 is issued relative to and in accordance with the Master Agreement for Professional Services between the City of Ashland, MO ("CLIENT") and Bartlett & West, Inc. ("CONSULTANT") as dated \_\_\_\_\_, 2015 and as further modified herein.

The Provisions of this Task are as follows:

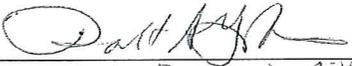
- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided definitions or terms are expressly noted by this Task Order.
- B. Scope of Work. The CONSULTANT shall perform services under the Task Order for the purpose of Subdivision Plan Review and as more fully described herein.
  - 1. Consulting Services for Private Development Review including review of Plats, Development Plans, and meeting attendance.
- C. Client's Responsibilities. CLIENT'S responsibilities in the completion of this Task Order are as follows.
  - 1. General Obligations. All obligations as listed in the Agreement remain unchanged unless specifically changed in this Task Order or unless both parties mutually waive or modify such obligations in writing by a subsequent amendment to the Agreement or to this Task Order.
  - 2. Review Developer submittals for submission of all required documents.
- D. Time of Performance for Services. The services will be completed by \_\_\_\_\_. If no date is entered then the time of performance is as outlined in the Agreement.
- E. Compensation for Services.
  - 1. The services contained in this Task Order shall be performed at the CONSULTANT's published hourly applicable at the time of services.
  - 2. The range of hourly fees to be expected for staff involved in this service will range from \$78 to \$156/hour.
  - 3. If development plans that are submitted are complete and require a minimal amount of corrections, then it would be reasonable for the review fee to be:
    - i. Pre-Application Conference 2 hours
    - ii. Preliminary Plat Review 2 hours plus 30 minutes/lot
    - iii. Final Plat Review 2 hours plus 15 minutes/lot
    - iv. Development Plan 6 hours plus 15 minutes/lot
  - 4. As an example: for a 20 lot subdivision using an average billable rate of \$125/hour the estimated review fee would be \$4000 or \$200/lot.
- F. Special Items. Special items relative to this Task Order are as follows:
  - 1. Change Orders to this Task Order. The CONSULTANT and CLIENT agree that the Master Agreement and this Task Order may be changed by mutual written consent of both the CONSULTANT and CLIENT.

G. Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Master Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by the CONSULTANT to perform such services listed herein and an authorization by the CLIENT for CONSULTANT to proceed with the services.

CLIENT:  
\_\_\_\_\_

CONSULTANT:  
BARTLETT & WEST, INC.

By: \_\_\_\_\_  
*Print name*

By:   
*Print name Robert A. Gilbert*

Title: \_\_\_\_\_

Title: *Location Manager - Vice President*

Date Signed: \_\_\_\_\_

Date Signed: *4/27/15*



A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR  
AUDITING SERVICES WITH GERDING, KORTE AND CHITWOOD, CERTIFIED PUBLIC  
ACCOUNTANTS FOR FISCAL YEAR 2015, 2016 AND 2017

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WHEREAS, The City of Ashland requested qualifications and proposal's for auditing services for years 2015, 2016 and 2017;

WHEREAS, The City of Ashland received three proposal's for auditing; KPM CPAs & Advisors, Lisa C. Wright, CPA, LLC and Gerding, Korte and Chitwood, Certified Public Accountants;

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

SECTION 1. The Board of Aldermen authorizes the Mayor to execute the agreement with Gerding, Korte and Chitwood, Certified Public Accountants for audit services for the year ending April 30, 2015; April 30, 2016 and April 30, 2017.

SECTION 2. Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated here, as if more fully and completely set out as Exhibit "A".

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk



Professional Corporation  
Certified Public Accountants

April 30, 2015

723 Main St.  
P.O. Box 81  
Boonville, MO 65233  
(660) 882-7000  
Fax: (660) 882-7765  
  
www.gkccpas.com

Gene Rhorer, Mayor  
City of Ashland  
109 E. Broadway  
P.O. Box 135  
Ashland, MO 65010

To: The Mayor and Board of Aldermen

We appreciate your continued confidence in Gerding, Korte & Chitwood, P.C. and are pleased to confirm our understanding of the services we are to provide the City of Ashland, Missouri (the "City") for the year ended April 30, 2015.

PARTNERS

*Robert A. Gerding*  
*Fred W. Korte, Jr.*  
*Joseph E. Chitwood*  
*James R. McGinnis*  
*Travis W. Hundley*  
*Jeffrey A. Chitwood*

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Since the City's financial statements are prepared on another comprehensive basis of account (OCBOA), the management's discussion and analysis and any other information normally included as RSI in financial statements prepared in accordance with accounting principles generally accepted in the United States of America, will be included as other information in the City's financial statements, as discussed in the subsequent paragraphs of this letter.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Special Revenue and Debt Service Fund Combining Balance Sheet;
2. Special Revenue and Debt Service Fund Combining Statement of Revenues, Expenditures and Changes in Fund Balance;
3. Budgetary Comparison Schedules – Court Fund, Learning Garden Fund, Debt Service Fund

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Management's discussion and analysis;
2. Schedule of funding progress.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon our completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and Members of the Board of Aldermen. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

## **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, and any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during our audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will perform the following procedures for us:

- Document internal control procedures for our review and consideration.
- Type all confirmation letters.
- Assist us in tracking down any exceptions noted in the returned confirmation letters.
- Pull all invoices selected in our test selection, and subsequently refile those invoices.
- Pull all other items in our test selections and subsequently refile those items.
- Perform detailed account analysis as directed by our staff.

In the interest of facilitating our services to your City, we may communicate by facsimile transmission or send electronic mail over the internet. Such communications may include information that is confidential to your City. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Gerding, Korte & Chitwood and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gerding, Korte & Chitwood personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the financial statement, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we become obligated to pay any judgment or similar award, agree to pay any amount in settlement, and/or incur any costs as a result of any inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold us harmless against such obligations, agreements, and/or costs.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that you will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Cooper, State of Missouri, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Missouri law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

We expect to begin our audit on a mutually agreeable date and to issue our reports no later than September 1st. Fred W. Korte, Jr. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report production, typing, postage, travel, copies, and telephone, etc.). We estimate our gross fee, will not exceed \$11,000.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs.

The proposed fee does not include additional audit work that would be required for any new debt or debt refunding. The additional time required would be billed at our standard rates.

The proposed fee does not include a Single Audit which is required if expenditures of federal awards exceed \$500,000. If a Single Audit is required, additional time will be necessary and we will discuss it with you and arrive at a new mutually agreeable fee.

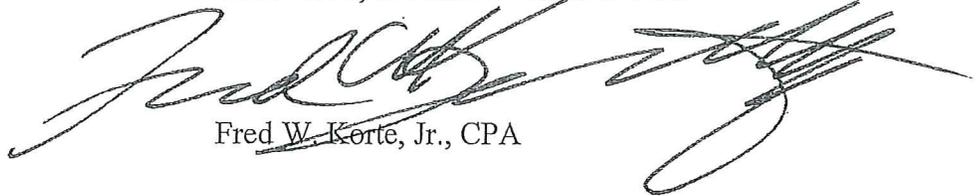
With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the City, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Very truly yours,

GERDING, KORTE & CHITWOOD



Fred W. Korte, Jr., CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Ashland, Missouri.

Management signature: \_\_\_\_\_

Title: Administrator

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

**Jason A. Moses – Staff**

Jason has nearly two years of accounting experience and provides audit services to clients primarily in the non-profit and governmental industries. Jason graduated from Missouri State University with his B.S. degree in Accounting.

**Estimated Fees**

One of your biggest challenges is balancing cost with quality service. We feel confident that using KPM will make financial sense for the City. We sincerely believe that the services we provide to you throughout the year are commensurate with the fees we solicit.

Our estimated fees for this engagement are based on actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audits. Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs. Our fee covers telephone consultations for bookkeeping matters, audit resolutions and advisory matters. Our fee does not cover requests for additional work requiring extensive research or additional visits. Any additional services will be billed at our standard hourly rates.

Estimated fees are as follows:

City of Ashland – Estimated Fees			
	2015	2016	2017
Financial Statement Audit	\$11,800	\$12,200	\$12,500
OMB Circular A-133 Single Audit*	\$2,000	\$2,000	\$2,000

\*If federal expenditures exceed \$500,000 in 2015, or \$750,000 in years 2016 or 2017.



**Lisa C. Wright, CPA, LLC**  
Certified Public Accountant & Consultant

50 E. Osage Ridge Ln.  
Columbia, MO 65201

Tel./Fax (573) 474-4961  
lw@lisacwrightcpa.com

Member of the American  
Society of Certified Public  
Accountants

Member of the Missouri  
Society of Certified Public  
Accountants

**City of Ashland**

**Fee Schedule**

	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>City Audit</b>	\$13,500	\$14,100	\$14,800



The CPA. Never Underestimate The Value.®

**SECTION V  
Proposal Form**

Bid Price:

Cost of audit service each of the city year's listed on a three-year term.

	<u>April 30</u>	
2014-15	\$	<u>11,000</u>
2015-16	\$	<u>11,300</u>
2016-17	\$	<u>11,500</u>

This proposal is valid for sixty (60) days.

  
\_\_\_\_\_  
Authorized Signature

February 19, 2015  
Date

Fred W. Korte, Jr., CPA  
Printed or typed signature

Gerding, Korte & Chitwood, P.C.  
Company Name

**CONTRACT CHANGE ORDER**

Contractor's Change Order No. 2

Owner: City of Ashland For: City of Ashland-Broadway From Walnut St. Past Oak St. Water System Improvements  
 To: Drill Tech Inc. (Contractor) (Project)

You are hereby directed to make the following changes.

- I. Description, location, and reason for change on each item and effect on completion time (Attach additional sheets if required)
- II. Cost of work affected by the Change Order

ITEM	DESCRIPTION	QUANTITY	UNIT	ADD OR DEDUCT QUANTITY	QUANTITY TO PROVIDE	UNIT COST	ADD AMOUNT	DEDUCT AMOUNT	
1.08	4" MI Gate valves w/restraints	2	\$750.00	-1	1	\$750.00		-\$750.00	
1.11	8X8X4 Tee	2	\$750.00	-1	1	\$750.00		-\$750.00	
1.21	Concrete street/driveway/parking lot	195 sq.	\$5.00	-183 sq	12	\$5.00		-\$915.00	
<b>TOTALS</b>									<b>-\$2415.00</b>

- 1. Original Contract Amount
- 2. Add or Deduct This Change Order
- 3. Add or Deduct from Previous Change Order
- 4. Total Add or Deduct to Date
- 5. Revised Contract Amount

\$ -2415.00  
 \$ + 8975.00  
 \$ 95,775.00  
 \$ + 6568.00  
 \$ 102,335.00

III. Acknowledgement by all parties



CONTRACTOR

OWNER

DATE



CONSULTANT ( Arch. or Engr.)

4-30-15

DATE

Change order is subject to all provisions of the CONTRACT DOCUMENTS and is not in effect unless signed by all parties indicated.

PARTIAL PAYMENT ESTIMATE # 3

Contract Days 90  
 Days Used 106  
 Days Remaining 0  
 Completion Date April 11, 2016  
 % Complete 100%

Sheet 1 of 3

Contract \$ 95,775.00  
 Total Change Orders \$ 8,975.00  
 New Contract Amount \$ 104,750.00

From March 27 2015 to April 27 2015

City of Ashland, Missouri of Boone County Waterline Extension

Drill Tech, Inc., 775 East Morgan Street, Tipton, MO 65081

Item #	Description	Bid Quantity	Quantity To Date	Unit Price	Amount
1.01	Mobilization, Insurance & Bonding	1	1	\$7500.00	<u>7500.00</u>
1.02	8" CL 200 PVC Pipe Water Main with Tracer Wire, Granular Backfill Per Plan Bury Depth Min. 48"	680 L.F.	680	\$35.00	<u>23,800.00</u>
1.03	8" Bored Steel encasement with end seals	45 L.F.	0	\$150.00	<u>0</u>
1.04	4" CL 200 Restrained Joint PVC Carrier Pipe w/Skids & tracer wire	70 L.F.	0	\$20.00	<u>0</u>
1.05	2" Bored restrained Joint PVC Encasement w/ end seals	355 L.F.	355	\$30.00	<u>10,650.00</u>
1.06	1" CTS Polyethylene Service Line with tracer wire	575 L.F.	575	\$12.00	<u>6,900.00</u>
1.07	8" MJ Gate valves w/necessary restraints (restrained MJ retaining glands)	2 ea	3	\$1000.00	<u>3000.00</u>
1.08	4" MJ Gate valves w necessary restraints (restrained MJ retaining glands)	2 ea	1	\$750.00	<u>750.00</u>
1.09	2" MJ Gate valves w necessary restraints (restrained MJ retaining glands)	1 ea	1	\$500.00	<u>500.00</u>
1.10	8" x 8" x 8" Tee (restrained MJ retaining gland)	1 ea	2	\$1000.00	<u>2000.00</u>
1.11	8" x 8" x 4" Tee (restrained MJ retaining gland)	2 ea	1	\$750.00	<u>750.00</u>

1.12	8" Water Main Fittings (restrained MJ retaining glands) 90, 45, 22 1/2, 11 1/4, 8" x reducers	4 ea	4	\$750.00	<u>3000.00</u>
1.13	8" Cap or Plug w/2" threaded tap	1 ea	1	\$500.00	<u>500.00</u>
1.14	8" System connections: Water line tie-in complete as shown on detail to existing system, includes necessary couplings, pipe, capping abandoned lines and necessary restraints (restrained MJ retaining glands) or blocking	1 ea	1	\$2500.00	<u>2500.00</u>
1.15	4" System connections: Water line tie-in complete as shown on detail to existing system, includes necessary couplings, pipe, capping abandoned lines and necessary restraints (restrained MJ retaining glands) or blocking	2 ea	2	\$2500.00	<u>5000.00</u>
1.16	2" System connections: water line tie-in complete as shown on detail to existing system, includes necessary couplings, pipe, capping abandoned lines, and necessary restraints (restrained MJ retaining glands) or blocking	1 ea	1	\$2000.00	<u>2000.00</u>
1.17	New Fire Hydrant Set: 12"x12"x6" tee, 6" extension line, 6" gate valve, valve box, hydrant and necessary restraints (restrained MJ retaining glands)	1 ea	2	\$4000.00	<u>8000.00</u>
1.18	Relocate and replace existing water service meter appurtenanoes: includes 18" dia. A-2000 PVC truss pipe, meter well, case iron yoke service saddle, corporation stop, capping abandoned lines, compression fittings and all necessary couplings, existing meter will be reused.	6 ea	6	\$800.00	<u>4800.00</u>
1.19	Existing Water Service Line Tie-ins: tie-in from new water main to existing water meter, includes service saddle, service line, corporation stop, capping abandoned lines, compression fittings and necessary couplings	12 ea	12	\$600.00	<u>7200.00</u>
1.20	Gravel Driveway Repair	3 S.Y.	3	\$100.00	<u>300.00</u>
1.21	Concrete Street/driveway/parking lot repair	195 S.Y.	12	\$5.00	<u>60.00</u>
1.22	Finish Grading, Seeding, Mulching, Fertilizer, Etc.	1 L.S.	1	\$2000.00	<u>2000.00</u>
1.23	12" Bored Steel encasement with end seals	45 L.F.	45	\$175.00	<u>7875.00</u>
1.24	6" CL 200 restrained joint PVC carrier pipe w/skids & tracer wire	50 L.F.	50	\$30.00	<u>1500.00</u>

1.25	6" MJ gate valve w necessary restraints (restrained MJ retaining glands)	1 ea	/	\$875.00	<u>875.00</u>
1.26	8" x 8" x 6" Tee (restrained MJ retaining gland)	1 ea	/	\$875.00	<u>875.00</u>

Application is made for Payment, as shown below, in connection with the Contract.

Original Contract Sum	\$	<u>95,775.00</u>
Net Change by Change Orders	\$	<u>8,975.00</u>
Contract Sum to Date	\$	<u>104,750.00</u>
Total Value of Completed Work & Material on Hand	\$	<u>102,335.00</u>
Less 10% Retained	\$	<u>10,233.50</u>
Total Amount Due to Date	\$	<u>92,101.50</u>
Less Previous Payment	\$	<u>54,796.50</u>
New Amount Due	\$	<u>37,305.00</u>

I hereby certify that the degree of completion of work, as represented by this partial payment estimate, was performed in compliance with the Contract Documents.

CONTRACTOR (Sumbitted): *Dee Cook* Date: 4-29-15

I, the Consultant, hereby certify that I or a delegated representative, based on on-site observation, and to the best of my knowledge, the degree of completion of the work, as represented by this partial payment estimate, conforms to the Drawings and Specifications.

CONSULTANT (Approved): *Steph L* Date: 4-30-15

OWNER (Authorized Payment): \_\_\_\_\_ Date: \_\_\_\_\_

## April-2015 Maintenance Report

Travis Davidson

### Street Department

- Please feel free to send me an email, call or text if you receive any complaints regarding pot holes.
- Crack sealing in various locations around town will be completed within the next 2 weeks.
- Street patches on Tandy and Henry Clay are cut out and ready for replacement.
- Apac has not given a date yet, but they will be here late May to early June.

### Street sign work

- Stop sign replacement in Bluegrass Subdivisions and various Street signs/post replacement around town **has been completed.**

### Storm water jobs started

- Ditch cleaning in various locations around town as needed.
- Caspian holding basin will be hydro seeded (Spring of 2015)
- Renee and Sue Drive both have small storm water issues that will be scheduled this summer.

### Sewer Jobs Started/ongoing

- Lift station P/M which includes oil checks, greasing bearings, rotating assembly rebuilds, impeller inspections, belt replacement and keeping the mixing valves in working order.
- Sewer Tap and Backflow Inspections.
- Camera work (compiling all issues found and being put on a priority list for the summer 2015 schedule) **Sanitary and Storm Sewer.**
- I have been working with MRWA on sewer main/man hole lining options.
- The new chain link fence around the lift station and holding basin at the park has been completed.
- South Wind subdivision phase 1 has passed all the testing required for the new Sanitary Sewer.

For questions or comments please give me a call at 573-808-2373 or e-mail at [wastewater@ashlandmo.us](mailto:wastewater@ashlandmo.us) Thanks.



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# 2015 MML Elected Officials Training Conference

Register Tell a Friend

## 2015 MML Elected Officials Training Conference

6/11/2015 to 6/12/2015

**When:** 6/11/2015

**Where:** Holiday Inn Executive Center  
Columbia, Missouri

**Contact:** Sarah Garmer  
Sgarmer@mocities.com  
Phone: 573-635-9134

### Registration Information

Online registration is available until: 6/11/2015

- [Register »](#)

### Details

**2015 MML Elected Officials Training Conference**  
**Holiday Inn Executive Center**  
**Columbia, MO**  
**June 11 - 12, 2015**

**Registration Fee:** \$130 per person; includes lunch, reception, breakfast, conference materials, and both MGI Workshops. If you plan to attend *only the MGI Workshop* the registration fee for the workshop is \$45.

- All registrations to be made online, regardless of payment option. If paying by check, please select the "Bill Me" option for your payment method.
- Please print out your registration confirmation when prompted to submit with your payment and for your records; we do not send out confirmations.

**Registrations cannot be changed or added to once they are submitted. All changes must be submitted to Lori Noe at [LNoe@mocities.com](mailto:LNoe@mocities.com) by June 5.**

## Sign In

Username

Password

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[Haven't registered yet?](#)

## Latest News

2/25/2015  
Independence Mayor Eileen Weir and Kansas City Councilman Scott Wagner Appointed to MML Board

2/13/2015  
Governor Nixon Recognizes Importance of Local Government

1/22/2015  
Local Officials Launch Missouri Local Leaders Partnership

## Calendar

5/4/2015 » 5/8/2015  
MISSOURI LOCAL GOVERNMENT WEEK

5/6/2015 » 5/8/2015  
2015 MCMA Spring Conference

**Cancellations:** Cancellations must be received at League headquarters via email to Lori Noe at [Inoe@mocities.com](mailto:Inoe@mocities.com) or faxed to 573-635-9134 **by 5 p.m., June 5**, or it will be necessary to bill you for the registration fee. You will need to cancel your own hotel reservations.

**Hotel Reservations:** Please make room reservations directly with the hotel: Columbia Holiday Inn Executive Center (800-465-4329). When making hotel reservations, let the hotel know that you are with the Missouri Municipal League - **Group Block ML5** to receive the special conference rate of \$95 plus any applicable taxes and surcharges. Check-In is not available until 4 p.m. with check-out at 11 a.m.

### Tentative Agenda

#### Thursday, June 11, 2015

9:00 a.m. Registration  
 10:00 a.m. Welcome  
 10:10 a.m. OVERVIEW MUNICIPAL GOVERNMENT: *Where Cities Fit In The Federal System/Role Of Elected Officials*  
 11:00 a.m. CONDUCTING CITY BUSINESS: *Ordinances, Resolutions, Motions & Parliamentary Procedures*  
 Noon LUNCH  
 1:00 p.m. BUDGETS  
 2:15 p.m. Break  
 2:30 p.m. ETHICS  
 3:30 p.m. Break  
 3:40 p.m. LIABILITY AND RISK  
 4:45 p.m. Adjourn  
 5:30 p.m. RECEPTION

#### Friday, June 12, 2015

7:30 a.m. BREAKFAST  
 8:00 a.m. SUNSHINE LAW  
 9:15 a.m. Break  
 9:30 a.m. CONSTITUENT RELATIONS AND SOCIAL MEDIA  
 10:25 a.m. Break  
 10:35 a.m. TAXATION AND REVENUE  
 11:30 a.m. MML SERVICES: Web Site, MGI, Publications, Advocacy  
 Noon Conference Adjourns – Lunch On your own

### Post Conference Sessions

**MGI WORKSHOPS** \*Free to EOT conference attendees/ \$45 to non-attendees

1:30 p.m. ECONOMIC DEVELOPMENT  
 2:30 p.m. PERSONNEL LAW

### POST CONFERENCE – SPECIAL OPPORTUNITY

5/6/2015  
 2015 MCMA Golf Tournament  
 5/15/2015  
 MO General Assembly Adjourns  
 5/27/2015  
 MML Central Meeting-Columbia

### Newest Members

M. Broughton

B. Aslin

R. Law

1 p.m. Truman School - Video Conf. with Australian Officials

**\* \$10 Registration Fee, Includes Parking Pass (Limit 20)**

The Institute of Public Policy at the Truman School of Public Affairs and the Australian Centre of Excellence for Local Government in conjunction with the Missouri Municipal League are sponsoring a special opportunity for attendees of the 2015 Elected Official Training Conference to learn about issues facing local governments in Australia. Emphasis will be on financial sustainability and government reorganization. This event will take place in the state of the art video conference center in the Ellis Library on the Mizzou campus. **Registration for this event is \$10 and includes a parking pass. Registration is limited to 20.**

[« Go to Upcoming Event List](#)

**Contact Us**

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