

CITY OF ASHLAND
815 E. BROADWAY
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, MAY 19 , 2015
7:00 P.M.

Call to order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 5-19-2015 agenda: **Action:** _____
2. Consideration of the meeting minutes from 5-05-2015: **Action:** _____

APPEARANCES

3. Chad Sayre, Allstate Consultants-update on wastewater project
4. Shelley Martin, Utility Clerk, Utility Procedures
5. Anyone wishing to appear before the Board

APPOINTMENTS

6. None

COUNCIL BILLS

7. Council Bill No. 2015-014, an ordinance authorizing the Mayor to enter into an agreement with APAC-Missouri, Inc. for the 2015 Ashland City Streets Project; providing for compliance with the prevailing wage law and state mandated construction safety training. First Reading by title only. **Action:** _____

ORDINANCES

8. Ordinance No. 1026, an ordinance authorizing the Mayor to enter into an agreement with APAC-Missouri, Inc. for the 2015 Ashland City Streets Project; providing for compliance with the prevailing wage law and state mandated construction safety training. **Action:** _____

RESOLUTIONS

9. A resolution entering into a agreement with Engineering Surveys and Services for professional services. **Action:** _____
10. A resolution entering into a agreement with Bartlett and West for professional services. **Action:** _____

11. A resolution authorizing the Mayor to enter into reimbursement agreements with City employees for training costs to obtain drinking water and wastewater system operator certification. **Action:** _____

OTHER

12. Final Pay Request for C.L. Richardson Construction-Henry Clay Blvd and Peterson Lane water system improvements

REPORTS

13. Lyn Woolford, Police Chief monthly Report

14. Mayor's Report

15. City Administrator's Report

16. City Attorney's Report

17. Board of Aldermen's Report

18. Vote to go into closed session pursuant to Chapter 610.021. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor and (3) hiring, firing, disciplining or promoting of particular employees

19. Open session: report any action taken/if any

20. 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: 5-15-2015

City Hall and website: www.ashlandmo.us



THE CITY OF ASHLAND, MISSOURI

Date: May 15, 2015

To: Mayor Rhorer and the Ashland Board of Aldermen

From: Josh M. Hawkins

Re: City Administrator's report

Transportation Plan

I have received positive feedback from attendees of last Tuesday's workshop. As of this writing, only two comments have been submitted:

- Plan for both additional northern and southern access to Highway 63
- Credit Southern Boone Learning Garden for funding the PedNet Walkability Audit.

Access to 63 will be submitted to the official regional transportation plan, where a request for an outer road corridor already exists. This addition will be discussed with RPC and MODoT at their next Transportation Advisory Committee meeting, which I will attend. The plan will also be edited to acknowledge the Learning Garden's contribution.

I have been working closely with RPC to conduct a comprehensive asset inventory to better assist our maintenance efforts. I will provide updates when they are available.

Code Review

The public comment period on the transportation plan will end Monday, June 1. The next step will be to adopt the transportation plan through Planning & Zoning and the Board of Aldermen. Adopting the plan will provide guidance in reviewing the code of ordinances concerning transportation and development. The following issues should be addressed this summer:

- Storm water ordinances for new development
 - Additionally, a storm water review of existing issues should be discussed
- Street design standards, sidewalk/pedway design standards
- Land use, any specialized zoning overlays (i.e.; downtown business district)

Organizational Horizon Scanning

It is my recommendation that the Board of Aldermen encourage appointed officials and department heads to engage in strategic planning for their departments in order to anticipate the

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needs and challenges of growth in the near future. The City is being strained for resources currently, additional population without new commercial development will continue to place challenges in our ability to deliver expected services.

MCMA Conference

I attended The Missouri City/County Management Association's annual conference last week; I was pleasantly surprised that their sessions improved from last year's conference. Presenters ranged in topics from the economic outlook for the state of Missouri (not inspiring due to crumbling infrastructure and population and job decline in rural areas of the state) to cyber security, economic development programs and collective bargaining strategies when employees attempt to unionize.

Specifically, I will be in touch with the City of Maryville which has found success in utilizing Community Improvement Districts and Industrial Development Bonds in economic development projects. We have a C.I.D. and we it is expected that future developments will at least explore any options with the City concerning special districts or incentives. The Mayor and I will be meeting with Southern Boone Economic Development, the RPC and REDI this June to improve our relationship with their organization and develop a consistent economic development plan.

I have volunteered to join an MCMA committee in order to help plan for providing professional development content for smaller cities such as ours in future meetings. Hopefully, this will assist the organization in improving their services to all members, not just the larger cities.

Animal Control

I met with Boone County Public Health, the meeting was productive. I believe we can reduce our costs by implementing new measures which include the health department notifying the City of Ashland when a call is placed. We will investigate and decide whether or not animal control should be utilized. The City will invest in traps and loan them with a deposit, residents currently go all the way to Columbia to retrieve traps, this will be a cost savings. We want to continue our relationship with BCPH to attend to cases of bites/vicious animals, animal abuse/cruelty and loose exotic animals. I am confident we will be able to come to a fair agreement which reduces our costs and continues to provide quality animal control services to our citizens.

YMCA Recreation

The YMCA Board has formed a subcommittee to develop recreational programming per the City's contract. The YMCA is currently accepting applications for a director for the facility in Ashland, the City will work closely with this position to operate and design the recreation program over the next five years.

TUESDAY, MAY 05, 2015
BOARD OF ALDERMEN MINUTES
7: 00 P.M.
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on May 05, 2015 at 815 East Broadway.

Alderman Klippel 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: Mike Calvert-absent, James Fasciotti-here

Ward Three: Jesse Bronson-here, Fred Klippel-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief, Jessi Kendall, Treasurer/Deputy City Clerk, Travis Davidson, Utility Supervisor and Josh Hawkins, City Administrator. .

Mayor Rhorer presented the agenda for May 05, 2015 for consideration. Alderman Campbell made motion and seconded by Alderman Klippel to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

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

Mayor Rhorer called on Jeff Kays, Prosecutor to present his request to the Board. Jeff Kays, City Prosecutor presented his request to increase his fees from \$833.33 per month to \$1,000.00 per month. He reported he has had a contract with the City since 2012. He gave an overview of the time his staff and himself spend preparing files for court, dealing with defendants calls, filing documents with the court and copying discovery for defense attorneys and attending court each month. He reported they will also be doing training with the police department every couple of months. Alderman Campbell and Alderman Fasciotti questioned Mr. Kays reference his actions on the dumping incident and leniency on cases. Mr. Kays explained he used his best wisdom and experience to handle these incidents.

Alderman Bronson made motion and seconded by Alderman Klippel to increase the fees to \$1,000 per month for Jeff Kays for Prosecuting services. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderman Fasciotti-nay, Alderman Elliott-aye, Alderman Campbell-nay, Alderman Klippel-aye, Alderman Calvert -absent. Fred Boeckmann City Attorney reported it takes four affirmative votes in order to pass. Mayor Rhorer reported the motion failed.

Mayor Rhorer called on Dave Westhoff, to submit a proposal for a new City Hall. Dave Westhoff, developer gave a presentation on a proposal to address a new government center for the City. The Board thanked him for his presentation.

Mayor Rhorer asked if anyone wished to appear before the Board. No one came to the podium.

Mayor Rhorer presented Lyn Woolford to serve as Police Chief. Mayor Rhorer called for the vote. Alderman Fasciotti-aye, Alderman Klippel-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-aye, Alderman Calvert-absent.

Mayor Rhorer presented Fred Boeckmann to serve as City Attorney. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-aye, Alderman Calvert-absent.

Mayor Rhorer presented Jeff Kays to serve as City Prosecutor. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Klippel-aye, Alderman Calvert-absent.

Mayor Rhorer presented Darla Sapp to serve as City Clerk. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-aye, Alderman Calvert-absent.

Mayor Rhorer presented Jessi Kendall to serve as Deputy City Clerk/Treasurer. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Klippel-aye, Alderman Calvert-absent.

Mayor Rhorer presented a resolution for consideration entering into an agreement with Engineering Surveys and Services for professional services. Josh Hawkins, City Administrator, reported they were not present and asked the Board to postpone until a representative is present. Alderman Bronson made motion and seconded by Alderman Fasciotti to postpone this resolution until a representative was present. Mayor Rhorer called for the vote. Alderman Klippel-aye Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-aye, Alderman Calvert-absent. Motion carried.

Mayor Rhorer presented a resolution for consideration entering into an agreement with Bartlett and West for professional services. Josh Hawkins, City Administrator reported they are not present. Alderman Klippel made motion and seconded by Alderman Campbell to postpone this resolution until a representative is present. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-aye, Alderman Calvert-absent. Motion carried.

Mayor Rhorer presented a resolution for consideration entering into an agreement with Gerding, Korte and Chitwood to provide auditing services for the City of Ashland. Josh Hawkins reported we solicited for request of qualifications for auditing services and the staff recommends approval of Gerding, Korte and Chitwood. Travis Hundley, with Gerding, Korte and Chitwood gave a brief history of his firm and qualifications. He stated they have been working with the City for several years and have a good working relationship. Mayor Rhorer called for questions or comments. The Board asked various questions. Alderman Elliott made motion and seconded by Alderman Campbell to take up a Resolution entering into an agreement with Gerding, Korte and Chitwood to provide auditing services for the City of Ashland. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Klippel-aye, Alderman Calvert-absent. Motion carried.

Mayor Rhorer presented Change Order No. 2 from Drill Tech, Inc. Josh Hawkins reported this is a change order for a credit of \$2,400.00 on the Broadway water main project. Alderman Campbell made

motion and seconded by Alderman Klippel to consider the Change Order No. 2 for Drill Tech, Inc. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote Alderman Bronson-aye, Alderman Fasciotti-aye, Alderman Elliott-aye, Alderman Campbell-aye, Alderman Klippel-aye, Alderman Calvert-absent. Motion carried.

Mayor Rhorer presented pay request #3 from Drill Tech, Inc. for payment. Josh Hawkins reported the project is almost complete except for the seeding and cleaning up. Alderman Elliott made motion and seconded by Alderman Klippel to consider the partial pay request for Drill Tech, Inc. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Klippel-aye, Alderman Campbell-aye, Alderman Elliott-aye, Alderman Fasciotti-aye, Alderman Bronson-aye, Alderman Calvert-absent. Motion carried.

Travis Davidson, gave his monthly report to the Board. He reported they have been doing a lot of street patches and getting ready for APAC to do the asphalt overlay and crack sealing. He reported the parks department has been cutting grass and weed eating. Mr. Davidson reported that Colby Branch resigned and they have hired a new person that will start on May 18, 2015. He reported he does not have his certifications but he will be trained. Travis Davidson discussed the sewer system with the Board and the proposed mechanical plant. The Board asked various questions on the street repairs. Alderman Klippel reported a street sign down.

Mayor's Report:

Mayor Rhorer reported the Missouri Municipal League newly elected official training conference is June 11 and 12 and requested the Board, City Administrator, City Attorney and City Clerk attend this.

City Administrator's Report:

Josh Hawkins reported in the packet he had a draft agreement for the reimbursement of training expenses for water and waste water operators. He stated that Mr. Boeckmann drafted the document. He reported they have hired an operator for the water department and an operator for the sewer department. He explained that providing professional development opportunities is a benefit to employees as well as an internal strategy to improve production. He stated the issue presented with skilled labor positions such as operators and police officers is one of difficulty in finding new hires with certification. He discussed the organizational philosophy concerning the reimbursement of employee development concerning certifications. The Board discussed if this could apply to existing employees as well. Fred Boeckmann reported if they have not received the training it could. The Board agreed to move forward with the reimbursement agreement for the water and waste water operator at the next meeting.

Mr. Hawkins informed the Board the third installment of the community planning workshop hosted by the Planning and Zoning Commission will focus on the draft of the comprehensive transportation plan update as well as the future land use plan. He reported this will be on May 12, 2015 at 7:00 p.m. at the Ashland Senior Center.

City Attorney's Report:

Fred Boeckmann stated he did not have anything to report.

Board of Aldermen's Report:

Alderman Klippel discussed growth in the community and encouraged the city to pay attention to this and continue to plan for it. He stated he supported the transportation plan. He stated once the transportation plan is completed we will then focus on the capital improvement plan.

Alderman Campbell stated the open communication on acquiring the easements and annexations along Hwy 63 creates a process on good planning. He said by the Board planning we can create the path in which the growth will be a great asset for our municipality.

Alderman Elliott reported the Park Board will meet next Monday night at the park to do a walk through.

Alderman Elliott commented the YMCA being a great addition to our community.

Alderman Bronson encouraged the Board and public to attend the transportation plan workshop.

Jessi Kendall reported the last week of school the city staff was taking part in the walking school bus program and asked for Board participation.

Alderman Klippel made motion and seconded by Alderman Elliott to adjourn the meeting. Mayor Rhorer called for the vote. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

CITY	BALANCE	ACCOUNT #	TYPE
UNRESTRICTED FUNDS			
General Reserve Fund- Mainstreet	245,312.75	524026	CKING
Fund Balance	650,666.07		
TOTAL CITY UNRESTRICTED FUNDS	895,978.82		
RESTRICTED RESERVES			
Capital Fund Current	82,917.06		
Previous Capital Funds Unused	266,079.00		
TOTAL CITY RESTRICTED FUNDS	348,996.06		
UTILITIES			
UNRESTRICTED FUNDS			
Fund Balance	1,853,186.25	1129651	
TOTAL UTILITIES UNRESTRICTED FUNDS	1,853,186.25		
Combined Debt Service-RESERVE	89,557.27		
RESTRICTED RESERVES			
Sewer Debt Service Investments-Mainstreet	30,000.00	11818	CD
Water Reserve Fund-Commerce	65,000.00	6220598046	CD
Sewer reserve Fund-River Region	65,000.00	50	CD
TOTAL UTILITIES RESTRICTED FUNDS	160,000.00		

4/30/2015

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

ACCOUNTS PAYABLE CLAIMS					

10-02-2001	United States Treasure	FED/FICA TAX	1,520.37	9126700	4/17/15
10-02-2001	United States Treasure	FED/FICA TAX	1,520.92	9126704	5/01/15
10-02-2002	United States Treasure	FED/FICA TAX	2,360.38	9126700	4/17/15
10-02-2002	United States Treasure	FED/FICA TAX	2,357.84	7,759.51	9126704 5/01/15
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	1,169.00	25380	4/17/15
10-02-2010	Missouri Local Government	Lagers - Reg.	2,608.55	25381	4/17/15
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	119.76	25382	4/17/15
10-02-2011	MONROE COUNTY CIRCUIT CLERK	Garnishment	122.53	25394	5/01/15
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		63.60	3986 5/11/15
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE		6,534.84	3975 5/04/15
10-02-2012	MADISON NATIONAL LIFE	DENTAL INSURANCE		178.92	3950 4/20/15
10-02-2014	NATHAN PATTERSON	HSA	95.08	9126702	4/17/15
10-02-2014	NATHAN PATTERSON	HSA	95.08	190.16	9126706 5/01/15
10-10-5040	MISSOURI EMPLOYERS MUTUAL	MEM		3,806.00	3977 5/04/15
10-10-5115	JOSH HAWKINS	REIMBURSEMENT MILEAGE		289.52	3949 4/20/15
10-10-5205	Winter Dent & Company	2015-16 RENEWAL		51,785.00	3983 5/04/15
10-10-5210	FRED BOECKMANN	CITY ATTORNEY APRIL 2015		1,637.50	4000 5/11/15
10-10-5240	BOONE ELECTRIC COOPERATIVE	FRANCHISE FEE OVER PAYMENT		743.97	3956 4/23/15
10-10-5240	SO. BO. SENIOR CENTER	5/6/2015 MEETING		75.00	3984 5/05/15
10-10-5300	BANKCARD CENTER	NAME TAGS,ELECTRIC CORDS,	74.76	3971	5/04/15
10-10-5303	BANKCARD CENTER	TRANSPORTATION MEETING MEAL	56.00	130.76	3971 5/04/15
10-10-5305	AMERENMO	UTILITIES		106.92	3964 4/27/15
10-10-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET		38.33	3974 5/04/15
10-10-5360	AT & T	LONG DISTANCE TELEPHONE		93.70	3987 5/11/15
10-10-5360	CENTURYLINK	PHONES		64.48	3992 5/11/15
10-10-5360	VERIZON	MDTS, PHONES, TABLETS		41.30	3982 5/04/15
10-10-5380	Atkins Pest Control	MONTHLY PEST CONTROL		8.33	3988 5/11/15
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE		23.45	3970 5/04/15
10-10-5380	CULLIGAN WATER	BOTTLED WATER		22.54	3996 5/11/15
10-10-5380	FRANCOTYP-POSTALIA, INC	POSTAGE RENTAL		38.50	3999 5/11/15
10-10-5380	RICOH USA, INC	ANNUAL COPIER LEASE		724.32	3980 5/04/15
10-10-5670	QUILL CORPORATION	BINDER	23.94	3954	4/20/15
10-10-5670	QUILL CORPORATION	BATTERIES,PENS,ENVELOPES,	99.90	123.84	3979 5/04/15
10-10-5790	AMERENMO	UTILITIES		20.29	3964 4/27/15
10-10-5835	MIDWEST COMPUTECH	MAY 2015-AGREEMENT	356.94	3976	5/04/15
10-10-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE	83.33	440.27	4003 5/11/15
10-10-5835	PERSONALIZED COMPUTERS	PC EMAIL		17.60	3978 5/04/15
10-10-5955	BANKCARD CENTER	NAME TAGS		41.04	3971 5/04/15
10-10-5955	COLUMBIA DAILY TRIBUNE	CITY WIDE GARAGE SALE		56.00	3995 5/11/15
10-10-5955	Central MO Newspapers, Inc.	NEWSPAPER AD- WASTEWATER OPERA		32.00	4011 5/11/15
10-11-5130	BO. CO. PLANNING & BUILDING	APRIL 2015 BUILDING PERMITS		2,133.79	3989 5/11/15
10-11-5130	SOBOCO FIRE PROTECTION DISTRIC	SITE INSPECTION APRIL		60.00	4012 5/11/15
10-11-5678	Engineering Surveys & Services	COMPACTION TESTING SETTERS		412.50	3998 5/11/15
10-11-5679	MID MO REG. PLANNING	TRANSPORTATION PLAN		3,000.00	3967 4/28/15
10-14-5040	MISSOURI EMPLOYERS MUTUAL	MEM	290.00	3977	5/04/15
10-15-5040	MISSOURI EMPLOYERS MUTUAL	MEM	15,000.00	15,290.00	3977 5/04/15
10-15-5070	SOUTHERN BOONE AREA YMCA	MEMBERSHIP M.N.		240.00	3961 4/23/15
10-15-5110	BANKCARD CENTER	NAME PLATE		9.50	3971 5/04/15
10-15-5110	CHIEF SUPPLY/LAW ENFORCEMENT	4 POLICE UNIFORM BADGES		226.49	3993 5/11/15
10-15-5115	MISSOURI STATE HWY PATROL	P.O.S.T. TRAINING CHIEF	20.00	3959	4/23/15
10-15-5115	MISSOURI STATE HWY PATROL	FIRST LINE SUPERVISION SCHOOL	185.00	205.00	4006 5/11/15

City of Ashland
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
10-15-5240	KATY TRAVIS	REFUND ON OVERPAYMENT	70.00	4001	5/11/15
10-15-5300	BANKCARD CENTER	NEW OFFICE	174.19	3971	5/04/15
10-15-5305	AMERENMO	UTILITIES	120.83	3964	4/27/15
10-15-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.33	3974	5/04/15
10-15-5360	AT & T	LONG DISTANCE TELEPHONE	93.70	3987	5/11/15
10-15-5360	CENTURYLINK	TELEPHONES	93.91	3972	5/04/15
10-15-5360	CENTURYLINK	PHONES	11.16	3992	5/11/15
10-15-5360	VERIZON	MDTS, PHONES, TABLETS	264.69	3982	5/04/15
10-15-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.33	3988	5/11/15
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE	23.45	3970	5/04/15
10-15-5380	CULLIGAN WATER	BOTTLED WATER	22.54	3996	5/11/15
10-15-5380	DATA RETENTION SERVICES	MONTHLY STORAGE POLICE RECORDS	15.90	3997	5/11/15
10-15-5380	FRANCOTYP-POSTALIA, INC	POSTAGE RENTAL	38.50	3999	5/11/15
10-15-5380	MOBILE WIRELESS, LLC	ANNUAL RENEWAL MDT'S	292.00	3952	4/20/15
10-15-5380	RICOH USA, INC	ANNUAL COPIER LEASE	724.32	3980	5/04/15
10-15-5380	FARR COMMUNICATIONS & ELECTRON	INSTALL EMERGENCY LIGHTING 602	392.77	3947	4/20/15
10-15-5420	MONITOR SYSTEMS	SPEED TRAILER & STRAPS	27.80	4010	5/11/15
10-15-5420	RANDY'S AUTO REPAIR	CAR 604 REARVIEW MIRROR	33.99	3960	4/23/15
10-15-5420	RANDY'S AUTO REPAIR	INSTALL LIGHT CONNECTION KIT	63.99	3966	4/27/15
10-15-5420	RANDY'S AUTO REPAIR	AXLE LOCK & KEYED LOCKS	198.99	3968	4/29/15
10-15-5425	CASEY'S GENERAL STORE, INC.	FUEL APRIL 2015	26.00	3991	5/11/15
10-15-5425	Warrenton Oil Company	FUEL APRIL 2015	1,133.92	4015	5/11/15
10-15-5670	LAW ENFORCEMENT SYSTEMS	MISSOURI UNIFORM CITATION	307.00	3965	4/27/15
10-15-5670	QUILL CORPORATION	BATTERIES,PENS,ENVELOPES,	55.94	3979	5/04/15
10-15-5835	MIDWEST COMPUTECH	NEW COMPUTER POLICE CHEF	719.99	3951	4/20/15
10-15-5835	MIDWEST COMPUTECH	MAY 2015-AGREEMENT	356.94	3976	5/04/15
10-15-5835	MIDWEST COMPUTECH	COMPUTER REPLACEMENT INSTALL	458.33	4003	5/11/15
10-15-5835	PERSONALIZED COMPUTERS	PC EMAIL	22.44	3978	5/04/15
10-15-5850	MONITOR SYSTEMS	SPEED TRAILER & STRAPS	7,675.00	4010	5/11/15
10-15-5928	BOONE COUNTY CIRCUIT CLERK	RCPT#222225, ROBERT WOODS	60.50	3969	4/30/15
10-17-5040	MISSOURI EMPLOYERS MUTUAL	MEM	300.00	3977	5/04/15
10-18-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	35.43	3946	4/20/15
10-18-5366	AMERENMO	UTILITIES	10.54	3964	4/27/15
10-18-5367	AMERENMO	UTILITIES	9.79	3964	4/27/15
10-18-5368	AMERENMO	UTILITIES	17.03	3964	4/27/15
10-18-5369	AMERENMO	UTILITIES	24.41	3964	4/27/15
10-18-5371	AMERENMO	UTILITIES	13.57	3964	4/27/15
10-18-5372	AMERENMO	UTILITIES	9.79	3964	4/27/15
10-18-5373	AMERENMO	UTILITIES	11.05	96.18	3964 4/27/15
10-18-5380	JOBSITE SANITARY TOILETS	TOILET RENTAL PARK	78.75	3957	4/23/15
10-18-5425	MFA Oil Company	MARCH FUEL 2015	81.84	3958	4/23/15
10-18-5610	FROST ELECTRIC SUPPLY COMPANY	CIRCUIT BRAKERS	94.32	3948	4/20/15
10-18-5610	O'REILLY AUTOMOTIVE STORES,INC	OIL, AIR FILTERS, OIL FILTERS	4.99	3953	4/20/15
10-18-5612	SUMMIT SUPPLY CORPORATION	PARK REPAIR DIGGER	177.46	4013	5/11/15
10-18-5952	VEE FASCIOTTI	AD FOR PARK ACTIVITY	26.00	3962	4/23/15
15-16-5450	MO. DEPARTMENT OF REVENUE	AUTOMATED COURT APRIL 2015	7.00	4007	5/11/15
15-16-5452	MO. DEPT. OF REVENUE	STATE CLERKS FEE APRIL 2015	12.00	4009	5/11/15
15-16-5454	NICOLE GALLOWAY	COUNTY CLERK APRIL 2015	3.00	4002	5/11/15
15-16-5456	MO. DEPARTMENT OF REVENUE	C.V.C. APRIL 2015	7.13	4008	5/11/15
15-16-5458	BUDGET DIRECTOR	L.E.T. APRIL 2015	1.00	3990	5/11/15
15-16-5462	MO. SHERIFF'S RETIREMENT SYSTE	APRIL 2015	3.00	4005	5/11/15
20-02-2001	United States Treasure	FED/FICA TAX	64.08	9126700	4/17/15
20-02-2001	United States Treasure	FED/FICA TAX	69.41	9126704	5/01/15
20-02-2002	United States Treasure	FED/FICA TAX	217.50	9126700	4/17/15

City of Ashland
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

GL ACCT #	VENDOR NAME	REFERENCE		VENDOR TOTAL	CHECK#	CHECK DATE
20-02-2002	United States Treasure	FED/FICA TAX	225.66	576.65	9126704	5/01/15
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES		62.00	25380	4/17/15
20-02-2010	Missouri Local Government	Lagers - Reg.		281.46	25381	4/17/15
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		10.60	3986	5/11/15
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE		678.52	3975	5/04/15
20-20-5040	MISSOURI EMPLOYERS MUTUAL	MEM		5,000.00	3977	5/04/15
20-20-5305	AMERENMO	UTILITIES	697.82		3955	4/23/15
20-20-5305	AMERENMO	UTILITIES	136.67		3964	4/27/15
20-20-5305	AMERENMO	UTILITIES	3,683.08	4,517.57	3985	5/11/15
20-20-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES		846.49	3946	4/20/15
20-20-5420	CHAMPION BRANDS, LLC	CHAMPION HEAT TRANSFER		638.75	3973	5/04/15
20-20-5420	O'REILLY AUTOMOTIVE STORES, INC	OIL, AIR FILTERS, OIL FILTERS		155.32	3953	4/20/15
20-20-5420	TRI-STATE CONSTRUCTION EQUIP.	SKIDLOADER		607.85	3981	5/04/15
20-20-5425	MFA Oil Company	MARCH FUEL 2015		481.92	3958	4/23/15
20-20-5605	BANKCARD CENTER	SUPPLIES		229.50	3971	5/04/15
20-20-5628	MISSOURI SEALCOAT PRODUCTS	CRACK FILLER, REPLACEMENT		2,102.50	4004	5/11/15
20-20-5700	SUSAN STRAATMANN	SNOW DAMAGE MAILBOX		280.37	4014	5/11/15
20-20-5710	O'REILLY AUTOMOTIVE STORES, INC	OIL, AIR FILTERS, OIL FILTERS		10.78	3953	4/20/15
20-20-5730	MFA Oil Company	MARCH FUEL 2015		235.25	3958	4/23/15
45-02-2001	United States Treasure	FED/FICA TAX	923.62		9126700	4/17/15
45-02-2001	United States Treasure	FED/FICA TAX	903.83		9126704	5/01/15
45-02-2002	United States Treasure	FED/FICA TAX	1,446.24		9126700	4/17/15
45-02-2002	United States Treasure	FED/FICA TAX	1,425.94	4,699.63	9126704	5/01/15
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES		621.00	25380	4/17/15
45-02-2010	Missouri Local Government	Lagers - Reg.		1,871.09	25381	4/17/15
45-02-2012	AFLAC	HEALTH INSURANCE		343.16	25415	5/11/15
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM		74.20	25416	5/11/15
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE		4,499.28	25402	5/04/15
45-02-2014	COLBY BRANCH	HSA	95.08		9126701	4/17/15
45-02-2014	COLBY BRANCH	HSA	95.08	190.16	9126705	5/01/15
45-30-5040	MISSOURI EMPLOYERS MUTUAL	MEM		13,000.00	25406	5/04/15
45-30-5225	Mo. Dept. of Natural Resources	PRIMACY FEE APRIL 2015		404.76	25408	5/04/15
45-30-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES		400.00	25384	4/20/15
45-30-5315	AMERENMO	UTILITIES	1,919.64		25388	4/23/15
45-30-5315	AMERENMO	UTILITIES	88.23	2,007.87	25390	4/27/15
45-30-5360	VERIZON	MDTS, PHONES, TABLETS		95.84	25414	5/04/15
45-30-5425	BEE LINE SNACK SHOP	FUEL APRIL 2015		367.86	25419	5/11/15
45-30-5600	MISSOURI ONE CALL SYSTEM, INC.	APRIL 2015- 88 LOCATES		57.20	25407	5/04/15
45-30-5623	Consolidated Public Water	HUNTERS BEND		108.29	25401	5/04/15
45-30-5628	Lowe's Business Account	WELL #5 PAX-MIXER		27.74	25404	5/04/15
45-30-5628	USA BLUEBOOK	MARKING PAINT		306.06	25413	5/04/15
45-30-5628	WATER & SEWER SUPPLY, INC.	VALVE @ WELL #5		1,698.53	25432	5/11/15
45-30-5800	Allstate Consultants	OLD 63 TO PETERSON		187.50	25387	4/23/15
45-30-5810	JOE MACHENS	FORD 250 NEW WATER TRUCK		24,961.00	25395	5/01/15
45-30-5810	Knapheide Truck Equipment	NEW TRUCK BED		4,434.00	25427	5/11/15
45-30-5816	DRILL TECH, INC.	PAYMENT #3		37,305.00	25433	5/11/15
45-35-5900	REPUBLIC SERVICES	MONTHLY RECYCLING		544.27	25411	5/04/15
45-35-5910	CLEAN CUT SERVICES	MONTHLY YARD WASTE		1,345.83	25400	5/04/15
45-35-5920	REPUBLIC SERVICES	APRIL 2015		23,279.79	25431	5/11/15
45-40-5040	MISSOURI EMPLOYERS MUTUAL	MEM		9,000.00	25406	5/04/15
45-40-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	419.00		25384	4/20/15
45-40-5311	BOONE ELECTRIC COOPERATIVE	ANGEL LANE	32.38	451.38	25420	5/11/15
45-40-5315	AMERENMO	UTILITIES	88.23		25390	4/27/15
45-40-5325	AMERENMO	UTILITIES	2,089.26		25388	4/23/15

GL ACCT #	VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
45-40-5330	AMERENMO	UTILITIES	42.16	25388	4/23/15
45-40-5335	AMERENMO	UTILITIES	214.77	25390	4/27/15
45-40-5340	AMERENMO	UTILITIES	65.94	25390	4/27/15
45-40-5345	AMERENMO	UTILITIES	36.93	25390	4/27/15
45-40-5350	AMERENMO	UTILITIES	42.58	2,579.87	25388 4/23/15
45-40-5355	FENCE PRO, LLC	FENCE AROUND PARK LIFT STATION	4,950.00	25383	4/17/15
45-40-5355	JCI INDUSTRIES, INC	MOTOR BLOWER #1 LAGOON	3,586.40	25426	5/11/15
45-40-5355	KAESER COMPRESSORS	V-BELTS FOR BLOWER #1 & 2	576.17	25386	4/20/15
45-40-5360	VERIZON	MDTS, PHONES, TABLETS	41.30	25414	5/04/15
45-40-5420	BANKCARD CENTER	MAINTENANCE	4.54	25397	5/04/15
45-40-5425	CASEY'S GENERAL STORE, INC.	MARCH 2015 FUEL	175.63	25389	4/23/15
45-40-5425	CASEY'S GENERAL STORE, INC.	FUEL APRIL 2015	152.43	328.06	25421 5/11/15
45-40-5530	UMB BANK, N.A.	SERIES 2007A	3,750.00	9126703	4/27/15
45-40-5535	UMB BANK, N.A.	SERIES 2007A	703.76	4,453.76	9126703 4/27/15
45-40-5600	MISSOURI ONE CALL SYSTEM, INC.	APRIL 2015- 88 LOCATES	57.20	25407	5/04/15
45-40-5605	FROST ELECTRIC SUPPLY COMPANY	CIRCUIT BREAKER PLUG	20.22	25385	4/20/15
45-40-5615	Engineering Surveys & Services	WASTEWATER TESTING	277.00	25391	4/27/15
45-40-5618	HEARTLAND ENVIRONMENTAL	INSECTICIDE LAGOON	282.03	25403	5/04/15
45-40-5640	PROVIDENCE URGENT CARE	WASTEWATER NEW EMPLOYEE E.E.	30.00	25430	5/11/15
45-50-5040	MISSOURI EMPLOYERS MUTUAL	MEM	450.00	25406	5/04/15
45-50-5305	AMERENMO	UTILITIES	106.92	25390	4/27/15
45-50-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET	38.34	25399	5/04/15
45-50-5360	AT & T	LONG DISTANCE TELEPHONE	93.71	25417	5/11/15
45-50-5360	CENTURYLINK	TELEPHONES	130.44	25398	5/04/15
45-50-5360	CENTURYLINK	PHONES	64.48	194.92	25422 5/11/15
45-50-5380	Atkins Pest Control	MONTHLY PEST CONTROL	8.34	25418	5/11/15
45-50-5380	AUSTIN COFFEE SERVICE	COFFEE	23.46	25396	5/04/15
45-50-5380	CULLIGAN WATER	BOTTLED WATER	22.54	25424	5/11/15
45-50-5380	FRANCOTYP-POSTALIA, INC	POSTAGE RENTAL	38.50	25425	5/11/15
45-50-5380	RICOH USA, INC	ANNUAL COPIER LEASE	724.32	25412	5/04/15
45-50-5380	COLUMBIA DAILY TRIBUNE	WASTEWATER OPERATOR	475.00	25423	5/11/15
45-50-5380	Central MO Newspapers, Inc.	NEWSPAPER AD- WASTEWATER OPERA	193.75	25429	5/11/15
45-50-5670	QUILL CORPORATION	BATTERIES,PENS,ENVELOPES,	55.95	25410	5/04/15
45-50-5815	QUILL CORPORATION	UTILITY CLERK CHAIR	219.99	275.94	25410 5/04/15
45-50-5835	MIDWEST COMPUTECH	MAY 2015-AGREEMENT	356.92	25405	5/04/15
45-50-5835	MIDWEST COMPUTECH	SAFETY NET MONTHLY FEE	83.34	440.26	25428 5/11/15
45-50-5835	PERSONALIZED COMPUTERS	PC EMAIL		25.96	25409 5/04/15
50-51-5881	COBAN TECHNOLOGIES	3 IN CAR VIDEO CAMERAS		9,678.00	3994 5/11/15
73-73-5753	SOUTHERN BOONE LEARNING GARDEN	LEARNING GARDEN APRIL 2015		7,823.86	1033 4/23/15

TOTAL ACCOUNTS PAYABLE CHECKS

301,935.70

PAYROLL CHECKS

10	GENERAL	11,496.40
20	STREET	1,160.91
45	UTILITIES	7,107.79

PAYROLL CHECKS ON 4/17/2015

19,765.10

10	GENERAL	11,474.02
20	STREET	1,199.67
45	UTILITIES	7,017.35

APCLAIRP. Tue May 12, 2015 4:52 PM
 01.20.15 4/17/2015 THRU 5/12/2015

**** City of Ashland
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

OPER: JK

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FUND FUND NAME	VENDOR TOTAL	CHECK#	CHECK DATE
PAYROLL CHECKS ON 5/01/2015	19,691.04		
TOTAL PAYROLL CHECKS	39,456.14		
**** PAID TOTAL ****	341,391.84		
***** REPORT TOTAL *****	341,391.84		

APCLAIRP Tue May 12, 2015 4:52 PM
 01.20.15 4/17/2015 THRU 5/12/2015

**** City of Ashland
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS FUND SUMMARY

OPER: JK

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FUND FUND NAME	TOTAL	CHECK#	DATE
10 GENERAL	138,075.65		
15 COURT	33.13		
20 STREET	19,076.11		
45 UTILITIES	166,705.09		
50 CAPITAL	9,678.00		
73 LEARNING GARDEN	7,823.86		

From: Chad Sayre <cws@allstateconsultants.net>

Date: May 14, 2015 at 8:39:43 AM CDT

To: Joshua Hawkins <cityadmin@ashlandmo.us>, Gene Rhorer <mayor@ashlandmo.us>, Stephen Lin <SLin@allstateconsultants.net>, Fred Boeckmann <faboeckmann@gmail.com>

Cc: Jessica Kendall <treasurer@ashlandmo.us>, Ron Shy <RShy@allstateconsultants.net>, Cary Sayre <carysayre@allstateconsultants.net>

Subject: RE: Sewer update/rate meeting

Josh and city team

we agree with multiple smaller rate increases over the current fiscal year, next fiscal year and the next fiscal year or as required with the timing of the letter of conditions issued by USDA as the targeted loan resource for the project. We can monitor the growth of customers, volume of sales and adjust these recommendations annually until the underwriting by USDA is complete.

The current rates for typical customers are below:

Base charge for sewer service is \$8.90 for 0 gallons
The rate for sewer service is \$3.78/1,000 gallons consumed.

So a 5000 gallon per month customer would currently pay \$27.80 per month.

The projected sewer rate during the bond issue hearings required for a 5000 gallon customer was \$49.00 to \$55.00 which assumes only the current customers count, (assumes no growth), no new large volume users, and no allocation of new user connection or impact fees to the new planned debt service for the WWTP improvements and collection system improvements. This assumes 100% of the loan funds approved by voters are utilized and borrowed at USDA terms. We are obviously confident there will be new customers, and with current interest there is a potential for cost shares by some new

prospective customers which may also allow a lower rate in final implementation of the the USDA requirement for a minimum sewer bill calculation.

We recommend increasing the rates in an initial amount of \$5.00 to the minimum monthly bill to \$13.90 for 0 gallons. This will start the process of modernizing the amount every customer will pay to cover the minimum overheads the city sewer system incurs.

We recommend increasing the rates for volume usage \$1.00 to \$4.78 / 1000 gallons .

The resulting 5000 gallon bill will be $\$13.90 + 4.78 + 4.78 + 4.78 + 4.78 + 4.78 = \37.80 .

This new billing rate can then be evaluated early next year (January 2016) for its impact to revenues in the sewer system in detail, along with the growth of new customers, and growth/trends in volume, more detailed projections in operations expenses and final funding source (USDA etc) terms for the loan debt service.

If new customers continue on their current trend , along with policy enhancements and development on the use of connection impact fees of new houses and businesses, then rates could be adjusted to a lower projected amount. But USDA will require that revenues in the sewer system must stand on their own user rate, with no large assumption of growth in a speculative manner, so we recommend this approach at this time and continue to monitor project costs, loan amounts, and growth.

From: Joshua Hawkins [<mailto:cityadmin@ashlandmo.us>]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH APAC-MISSOURI, INC. FOR THE 2015 ASHLAND CITY STREETS PROJECT; PROVIDING FOR COMPLIANCE WITH THE PREVAILING WAGE LAW AND STATE-MANDATED CONSTRUCTION SAFETY TRAINING

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with APAC – Missouri, Inc. for the 2015 Ashland City Streets Project. This is under the County Bid 01-20JAN15-2015 Mill and Overlay Term and Supply.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

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

Dated this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

PROPOSAL & CONTRACT



APAC-MISSOURI, INC.

P.O. BOX 1117
 COLUMBIA, MO 65205
 Contact: Brian Cracraft
 Phone: 573-449-0886
 Fax: 573-449-2980

Quote To: City of Ashland
 ATTN: Travis

Job Name: Ashland City Streets 2015
 Proposal No.: 15043BC
 Addendum: N/A
 Date of Proposal: 5/5/15

Phone:
 Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	PAVING MOBILIZATION	1.00	EA	2,500.00	2,500.00
20	MILLING MOBILIZATION	1.00	EA	700.00	700.00
30	2" OVERLAY	1,550.00	TONS	66.64	103,292.00
40	EDGE MILLING	5,890.00	SY	3.25	19,142.50
50	SURFACE MILLING	3,140.00	SY	1.25	3,925.00
60	BUTT JOINT MILLING	255.00	SY	9.00	2,295.00
70	CONCRETE PATCH	67.00	SY	201.00	13,467.00
80	FULL DEPTH ASPHALT PATCH	420.00	SY	60.00	25,200.00
85	SALINDA ST. FULL DEPTH PATCHING	235.00	SY	72.00	16,920.00
87	SALINDA ST. CURB REPAIRS	515.00	LF	37.00	19,055.00
90	MUSTANG ST. CURB REPAIRS	95.00	LF	35.00	3,325.00
100	SOUTH COLLEGE FULL REM. & REPLACE	640.00	SY	111.50	71,360.00
110	SOUTH MAIN STREET REPAIRS	1.00	LS	5,195.00	5,195.00
120	WALKING TRAIL WIDENING	1.00	LS	29,700.00	29,700.00
130	WALKING TRAIL OVERLAY	1.00	LS	20,320.00	20,320.00
GRAND TOTAL					\$336,396.50

NOTES:

This is a three(3) page quotation.

Pricing and quantities are based on budget proposal dated: 2/26/15. Streets to include: Oak, S. College, Salinda, Mustang, East Side, South Main and Walking Trail. Quantities are estimated and items will be paid on actual quantities measured in the field.

Patching on Salinda St. will be in asphalt.
 Patching on Oak will be in concrete.

No work will be performed on: Johnson St, Burnum St, Church St, Redbud, Sappington St, Justin Ln, or the Tennis Court.

Unless the word "Lump Sum" appears next to a price for an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by

APAC. We reserve the right to negotiate and to agree to the terms and conditions of your sub-contract.

PRICE ESCALATION CLAUSE FOR WORK PERFORMED AFTER 2015: The prices in this quote are based on certain unit costs for fuel, liquid asphalt, aggregates and cement charged to APAC. The amount due to APAC shall be equitably adjusted to reflect any increase in the unit costs that APAC is charged for these materials. Increases in the cost of fuel, liquid asphalt, aggregates, and cement will be calculated on a monthly basis based on the average of the amounts charged to APAC during that month. For liquid asphalt, aggregates and cement, the number of units shall be based on the actual quantity of material used for the Work that month, but the quantity of fuel in gallons is estimated to be 2.6 times the tons of asphalt APAC laid on the Project that month.

INCLUSIONS: 1 Mobilization is included for Paving and Milling in above pricing, each additional shall be charged at unit price above. Subgrade for site work will be at grade, in a dry compacted state, and approved by Owner prior to APAC mobilizing to site. No borrow, topsoils, or removals of material shall be required of APAC unless included in scope of work bid.

EXCLUSIONS: Engineering, surveying, testing, utility relocations, herbicide and/or soil sterilant, patching, traffic control, work within eight feet(8') of the building including footers, building slabs, and utility trenches within the building; landscaping, permits and fees, and anything not specifically stated above.

- Owner Protective Insurance is not included.
- Railroad Protective Insurance is not included. Call for pricing.

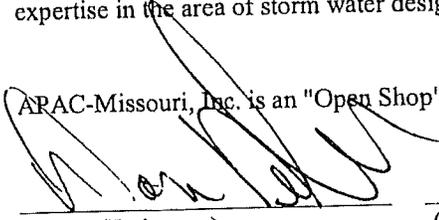
If a VE is proposed on a portion or all of the above bid items, APAC must be notified prior to the General Contractor's or Owner's acceptance of this VE. If for any reason the quantities of the above bid items are substantially changed, APAC shall be entitled to a renegotiated unit price.

Heavy equipment and fully loaded trucks will be used to complete the paving project. APAC does not assume responsibility for any structural damage to any existing pavement as a result of the weight of the trucks and equipment used to complete the project.

APAC does not assume responsibility for pavement design and performance or the suitability of the existing subgrade.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. APAC does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations.

APAC-Missouri, Inc. is an "Open Shop" Contractor and will not sign Union Work Agreements.



(Estimator)

(Employee ID) (Cat #)

If this meets with your acceptance, including the terms and conditions kindly sign and return the attached copy BY: _____ of this proposal. The person signing for you represents that he or she is fully authorized to enter into this Agreement.

ACCEPTED

(Name & Title)

(Firm Name)

Date Accepted: _____

Note: If not signed this proposal expires 30 days from above date

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved or waived by APAC. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent(10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend, the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

~~We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Boone County, Missouri, and you waive any right to jurisdiction and venue in any other place.~~

ADDITON TO CONTRACT:

The provisions of the agreement between Boone County and APAC Missouri, Inc., dated February 17, 2015 and all contract documents made a part of that agreement are incorporated into and made a part of this agreement as they pertain to the following: termination, insurance, work authorization, certification, e-verify program, primary specifications, technical requirements, prevailing wage, indemnity, OSHA program requirements, and payment bond.

"If conditions encountered at the worksite are materially different from conditions ordinarily encountered and generally recognized as inherent in the work to be performed, APAC shall stop affected work after the condition is first observed and give prompt written notice of the condition to City. APAC shall not perform any work relating to the unknown condition without the written mutual agreement of the parties. Any change in the contract price as a result of the unknown condition shall be negotiated by the parties."

RESOLUTION 5-19-2015-A

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, Mecco 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: _____

Title: _____

Date Signed: _____

David A. Bennett
Vice Pres. - Engineering
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
<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
<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.

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
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January 1, 2015
Page 1 of 6

SCHEDULE OF LABORATORY TESTING FEES

WASTEWATER AND WATER ANALYSIS

UNIT PRICE

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

ORGANIC ANALYSIS

UNIT PRICE

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	145.00
Trihalomethanes	255.00
Volatile Organic Compounds (VOC)	220.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	
Sample Preparation when Required	Hourly
Two Hour Minimum Charge.	

SCHEDULE OF LABORATORY TESTING FEES

	<u>UNIT PRICE</u>
<u>CONCRETE</u>	
*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
<u>AGGREGATE</u>	
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
<u>ASPHALT</u>	
Core Density	40.00
Extraction test for oil	230.00
Sieve Analysis of extracted aggregates & extraction test for oil	330.00
<u>STRUCTURAL STEEL</u>	
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.

SCHEDULE OF LABORATORY TESTING FEES

<u>SOIL</u>	<u>UNIT PRICE</u>
Classification Tests:	\$10 .00
Moisture Content	120.00
Particle-Size Analysis, wet sieve	175.00
Particle-Size Analysis, hydrometer	110.00
Material finer than #200 sieve	85.00
Specific Gravity	100.00
Atterberg Limits (LL, PL & PI)	85.00
Shrinkage Limit	40.00
Dry Density of undisturbed sample	70.00
Fractional Organic Carbon	
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.	

RESOLUTION 5-19-2015-B

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

By: _____
Print name

Title: _____

Date Signed: _____

CONSULTANT:
BARTLETT & WEST, INC.

By:  _____
Print name Robert R. Gilbert

Title: Location Manager - Vice President

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:

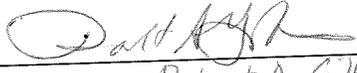
By: _____
Print name

Title: _____

Date Signed: _____

CONSULTANT:

BARTLETT & WEST, INC.

By: 
Print name Robert A. Gilbert

Title: *Location Manager - Vice President*

Date Signed: *4/27/15*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

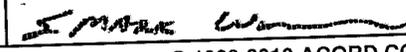
PRODUCER IMA, Inc. - NE Kansas Division 51 Corporate Woods 9393 W 110th Street, Suite 600 Overland Park, KS 66210	CONTACT NAME: PHONE (A/C, No, Ext): 913 982-3650	FAX (A/C, No): 913 982-3495	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company	19682	
	INSURER B: Hartford Casualty Insurance Com	29424	
	INSURER C: Lexington Insurance Company	19437	
INSURED Bartlett & West, Inc. 1200 SW Executive Dr Topeka, KS 66615-3850			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			37UENQT6554	07/01/2014	07/01/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
A	AUTOMOBILE LIABILITY			37UENQT6555	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
B	UMBRELLA LIAB			37XHUQT9601	07/01/2014	07/01/2015	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE	\$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			37WEQT6556	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT	\$1,000,000
C	Professional Liab			015449013 466036	07/01/2014	07/01/2015	\$3,000,000 Each Claim	
	Technology E&O						07/01/2014 07/01/2015	\$3,000,000 Aggregate See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Technology E&O Limits: \$1,000,000 Each Claim / \$1,000,000 Aggregate
RE: Master Service Agreement for Professional Services
City of Ashland, MO is included as Additional Insured on the General Liability Policy if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions.

CERTIFICATE HOLDER City of Ashland 109 Ease Broadway Ashland, MO 65010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

RESOLUTION 5-19-2015-C

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO REIMBURSEMENT AGREEMENTS WITH CITY EMPLOYEES FOR TRAINING COSTS TO OBTAIN DRINKING WATER AND WASTEWATER SYSTEM OPERATOR CERTIFICATION

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 reimbursement agreements with city employees for the cost of training to obtain drinking water and wastewater system operator certification. The form and content of the agreements shall be substantially as set out in Exhibit "A", which is attached to and made a part of this resolution.

Passed and adopted this _____ day of _____, 2015.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

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

C. L. Richardson Construction

15475 Hwy. #63 South
Ashland, MO 65010

PAYMENT REQUEST

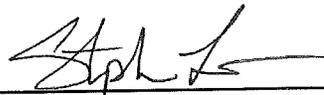
Date: 4-May-15 Request Number: 2 (Final)
To: Attn: Stephen Lin, P.E. Job Number: HB14070
Project: City of Ashland - Henry Clay Blvd. and Peterson Ln. Water System Improvements

<u>Original Contract Amount</u>	<u>Amount of Change Orders</u>	<u>Total Contract Amount</u>
\$40,494.40	\$ 210.00	\$ 40,704.40
	<u>% Complete to Date</u>	
	100.00	

Value of Orig. Contract	\$ 40,494.40
Value of Changes	\$ 210.00
Value of material on hand	\$ -
Total value of work and material	\$ 40,704.40
Less 0% retainage	
Amount due to date	\$ 40,704.40
Less previous pay requests	\$ 34,586.46
Amount due this application	\$ 6,117.94

The undersigned contractor certifies that (1) all previous progress payments received from the owner on account of work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior applications for payment numbered 1 through 1 inclusive; and (2) title to all material and equipment incorporated in said work or otherwise listed in or covered by this application for payment will pass to OWNER at time of payment free and clear of all liens, security interest and encumbrances (except such as covered by bond acceptable to OWNER).

Submitted By  Date: 5-04, 2015
C. L. Richardson Construction

Approved By  Date: 5-14, 2015
Engineer

Approved By _____ Date: _____, 2015
Owner



109 E. Broadway – P.O. Box 135 - Ashland, Missouri 65010
Telephone: 573-657-9062 Fax: 573-657-7018
Email: policechief@ashlandmo.us website: www.ashlandmo.us

Lyn Woolford, Chief of Police

May 2015 Board of Aldermen Report

1. Monthly Activity Statistics
2. MoDOT Traffic Count at Broadway and Henry Clay
3. Police Department Accreditation Process
4. New designer drug awareness
5. Stop sign considerations
6. Police Clerk Conference
7. Police Department Audits
 - a. FBI
 - b. Municipal Court
 - c. DPS – Juvenile Handling Procedures
8. Camera Update

Ashland Police Department Call For Service Summary

A	B	C	D	E	F	G	H	I	J	K	L	M
Call Type	January	February	March	April	May	June	July	August	September	October	November	December
1												
2												
3	2	0	0	1								
4	3	2	5	5								
5	0	0	0	0								
6	47	24	22	62								
7	111	127	141	137								
8	13	12	26	13								
9	0	1	0	2								
10	0	1	0	1								
11	10	2	4	1								
12	0	0	0	0								
13	0	0	1	0								
14	0	1	0	0								
15	0	0	0	0								
16	4	3	3	2								
17	0	0	0	1								
18	4	11	13	10								
19	0	0	1	1								
20	0	0	0	0								
21	0	0	0	0								
22	2	5	4	6								
23	0	1	0	0								
24	3	1	0	1								
25	0	0	0	0								
26	5	6	8	4								
27	3	10	11	16								
28	1	3	1	0								
29	1	1	2	2								
30	0	5	0	2								
31	2	1	3	7								
32	808	885	743	784								
33	TOTAL EVENTS	1019	1102	988	1058	0	0	0	0	0	0	0

MoDOT - Central District

1511 Missouri Blvd, Jefferson City, MO 65109
(573) 522-1061

Boone County
Route M and Henry Clay
Logpoint:
Miovision (John Kuhlman)

File Name : Route M and Henry Clay 121114
Site Code :
Start Date : 12/11/2014
Page No : 1

Start Time	Henry Clay Southwestbound					Route M Westbound					Henry Clay Northbound					Route M Eastbound					Int. Total
	Bear Right	Bear Left	Hard Left	Peds	App. Total	Hard Right	Thru	Left	Peds	App. Total	Right	Bear Right	Left	Peds	App. Total	Right	Thru	Bear Left	Peds	App. Total	
	06:30 AM	1	0	9	0	10	3	8	6	0	17	29	2	1	0	32	2	69	1	0	
06:45 AM	1	3	14	0	18	7	13	7	0	27	27	0	3	0	30	1	70	2	0	73	148
Total	2	3	23	0	28	10	21	13	0	44	56	2	4	0	62	3	139	3	0	145	279
07:00 AM	0	3	32	0	35	9	24	8	0	41	40	3	6	0	49	7	90	3	0	100	225
07:15 AM	1	7	29	0	37	20	26	30	0	76	46	8	6	0	60	3	84	2	0	89	262
07:30 AM	3	16	60	0	79	27	21	25	0	73	69	17	2	0	88	1	80	1	0	82	322
07:45 AM	2	23	35	0	60	27	41	24	0	92	66	22	10	0	98	0	82	2	0	84	334
Total	6	49	156	0	211	83	112	87	0	282	221	50	24	0	295	11	336	8	0	355	1143
08:00 AM	1	0	20	0	21	5	25	11	0	41	42	5	11	0	58	2	59	0	0	61	181
08:15 AM	4	8	14	0	26	8	30	18	0	56	27	7	7	0	41	4	47	1	0	52	175
08:30 AM	0	3	15	0	18	10	24	19	0	53	30	4	5	0	39	1	45	0	0	46	156
08:45 AM	2	3	6	0	11	4	32	16	0	52	22	4	3	0	29	2	33	3	0	38	130
Total	7	14	55	0	76	27	111	64	0	202	121	20	26	0	167	9	184	4	0	197	642
09:00 AM	2	4	10	0	16	6	26	10	0	42	25	5	4	0	34	5	36	1	0	42	134
09:15 AM	2	2	5	0	9	9	17	6	0	32	23	5	7	0	35	4	30	4	0	38	114
09:30 AM	2	1	12	0	15	4	22	7	0	33	18	4	5	0	27	5	37	2	0	44	119
09:45 AM	1	2	8	0	11	2	15	14	0	31	19	5	6	0	30	2	30	0	0	32	104
Total	7	9	35	0	51	21	80	37	0	138	85	19	22	0	126	16	133	7	0	156	471
10:00 AM	2	1	6	0	9	7	21	12	0	40	12	0	7	0	19	1	27	2	0	30	98
10:15 AM	2	1	16	0	19	1	26	8	0	35	13	2	4	0	19	2	42	1	0	45	118
10:30 AM	3	1	11	0	15	7	32	9	0	48	14	3	4	0	21	5	33	2	0	40	124
10:45 AM	1	0	14	0	15	5	46	10	0	61	18	3	4	0	25	5	35	3	0	43	144
Total	8	3	47	0	58	20	125	39	0	184	57	8	19	0	84	13	137	8	0	158	484
11:00 AM	0	2	7	0	9	9	26	11	0	46	22	3	3	0	28	3	38	3	0	44	127
11:15 AM	1	0	11	0	12	8	33	11	0	52	16	2	8	0	26	4	29	1	0	34	124
11:30 AM	2	0	11	0	13	5	32	15	0	52	18	4	2	0	24	4	48	2	0	54	143
11:45 AM	3	1	9	0	13	11	32	11	0	54	13	5	8	0	26	7	28	4	0	39	132
Total	6	3	38	0	47	33	123	48	0	204	69	14	21	0	104	18	143	10	0	171	526
12:00 PM	1	3	13	0	17	5	36	18	1	60	23	3	5	1	32	4	27	1	0	32	141
12:15 PM	2	3	7	0	12	9	29	19	0	57	20	3	8	0	31	6	26	0	0	32	132
12:30 PM	0	3	3	0	6	7	31	10	0	48	17	3	6	0	26	2	38	2	0	42	122
12:45 PM	3	3	5	0	11	7	32	21	0	60	15	3	4	0	22	5	30	2	0	37	130
Total	6	12	28	0	46	28	128	68	1	225	75	12	23	1	111	17	121	5	0	143	525
01:00 PM	2	3	7	0	12	4	32	13	0	49	12	7	6	0	25	3	31	1	0	35	121
01:15 PM	1	3	4	0	8	8	32	12	0	52	15	3	10	1	29	0	32	1	0	33	122
01:30 PM	2	0	10	0	12	5	35	9	0	49	12	6	8	0	26	3	31	0	0	34	121
01:45 PM	2	0	17	0	19	5	30	19	0	54	22	7	4	0	33	6	30	1	0	37	143
Total	7	6	38	0	51	22	129	53	0	204	61	23	28	1	113	12	124	3	0	139	507
02:00 PM	4	0	7	0	11	17	45	21	0	83	22	2	14	0	38	5	39	1	0	45	177
02:15 PM	3	0	10	0	13	3	28	18	0	49	18	6	6	0	30	1	29	1	0	31	123
02:30 PM	1	6	5	0	12	6	25	31	0	62	21	4	6	0	31	7	33	2	0	42	147
02:45 PM	2	6	7	0	15	16	51	34	0	101	21	4	5	0	30	1	39	4	0	44	190
Total	10	12	29	0	51	42	149	104	0	295	82	16	31	0	129	14	140	8	0	162	637

MoDOT - Central District

1511 Missouri Blvd, Jefferson City, MO 65109
(573) 522-1061

Boone County
Route M and Henry Clay
Logpoint:
Miovision (John Kuhlman)

File Name : Route M and Henry Clay 121114
Site Code :
Start Date : 12/11/2014
Page No : 2

Groups Printed- Lights - Mediums - Articulated Trucks - Bicycles on Road - Pedestrians

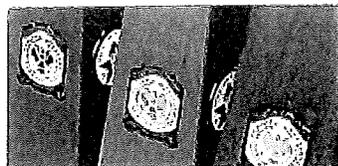
Start Time	Henry Clay Southwestbound					Route M Westbound					Henry Clay Northbound					Route M Eastbound					Int. Total	
	Bear Right	Bear Left	Hard Left	Peds	App. Total	Hard Right	Thru	Left	Peds	App. Total	Right	Bear Right	Left	Peds	App. Total	Right	Thru	Bear Left	Peds	App. Total		
03:00 PM	3	8	22	0	33	21	33	14	0	68	17	9	8	0	34	9	36	1	0	46	181	
03:15 PM	4	15	40	0	59	14	48	19	0	81	41	10	20	0	71	9	56	2	0	67	278	
03:30 PM	5	3	19	0	27	12	60	16	0	88	30	6	7	0	43	5	48	5	0	58	216	
03:45 PM	2	6	9	0	17	22	55	28	0	105	22	9	8	1	40	8	35	1	0	44	206	
Total	14	32	90	0	136	69	196	77	0	342	110	34	43	1	188	31	175	9	0	215	881	
04:00 PM	3	4	15	0	22	15	55	33	2	105	17	6	12	0	35	5	45	3	0	53	215	
04:15 PM	6	5	9	0	20	21	79	21	2	123	18	4	3	0	25	3	42	2	2	49	217	
04:30 PM	3	7	16	0	26	24	78	23	0	125	32	11	6	0	49	3	46	3	0	52	252	
04:45 PM	6	7	17	0	30	29	79	38	0	146	24	7	14	0	45	3	51	0	0	54	275	
Total	18	23	57	0	98	89	291	115	4	499	91	28	35	0	154	14	184	8	2	208	959	
05:00 PM	6	4	19	0	29	25	77	22	0	124	28	7	9	0	44	8	68	3	0	79	276	
05:15 PM	7	7	18	0	32	20	86	33	0	139	30	5	14	0	49	2	29	3	0	34	254	
05:30 PM	5	5	12	0	22	25	98	28	0	151	20	6	20	0	46	8	37	2	0	47	266	
05:45 PM	2	6	14	0	22	29	68	25	0	122	21	8	10	0	39	0	27	3	0	30	213	
Total	20	22	63	0	105	99	329	108	0	536	99	26	53	0	178	18	161	11	0	190	1009	
06:00 PM	4	3	8	0	15	17	52	15	0	84	9	4	4	0	17	6	38	3	0	47	163	
06:15 PM	1	8	8	0	17	15	51	19	0	85	15	4	3	0	22	4	43	1	0	48	172	
06:30 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1	4	0	0	5	6	
Grand Total	116	199	675	0	990	575	1898	847	5	3325	1151	260	336	3	1750	187	2062	88	2	2339	8404	
Apprch %	11.7	20.1	68.2	0	98.9	17.3	57.1	25.5	0.2	96.7	65.8	14.9	19.2	0.2	96.9	8	88.2	3.8	0.1	96.7	97	
Total %	1.4	2.4	8	0	11.8	6.8	22.6	10.1	0.1	39.6	13.7	3.1	4	0	20.8	2.2	24.5	1	0	27.8	209	
Lights	115	194	670	0	979	571	1825	847	0	96.7	1117	97	97.7	96.7	0	96.9	96.8	96.7	98.9	0	96.7	97
% Lights	99.1	97.5	99.3	0	98.9	99.3	96.2	96.6	0	96.7	97	97.7	96.7	0	96.9	96.8	96.7	98.9	0	96.7	97	
Mediums	1	5	5	0	11	4	56	27	0	87	3	0	0	0	3	1	11	0	0	12	34	
% Mediums	0	0	0	0	0	0	0.9	0.2	0	0.6	0.3	0	0	0	0.2	0.5	0.5	0	0	0.5	0.4	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
% Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
% Bicycles on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Pedestrians	0	0	0	0	0	0	0	0	5	5	0	0	0	3	3	0	0	0	2	2	10	
% Pedestrians	0	0	0	0	0	0	0	0	100	0.2	0	0	0	100	0.2	0	0	0	100	0.1	0.1	



CALEA®

The CALEA Public Safety Communications Accreditation Program provides a communications center, or the communications unit of a public safety agency, with a process to systemically review and internally assess its operations and procedures.

CALEA Gold Standard



The primary cornerstones that comprise The CALEA Difference and distinguish CALEA from all other forms of public safety accreditation are professionalism, stewardship, integrity, diversity, independence, continuous improvement, objectivity, credibility, consistency, knowledge, experience, accountability and collaboration.

[Read More](#)

Accreditation Works!

Accreditation Works! are first-hand testimonials of how CALEA Accreditation has benefited agencies and their communities. [Read More](#)

Breaking Public Safety News



CALEA News

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02/25/2015 [Two New Commissioners Appointed](#)

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10/20/14 [Coalition, police chief set right tone](#)

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Lessons Learned and Emerging Issues

This section provides recent reports and publications for public safety agencies seeking contemporary information on emerging issues and research findings.

[BJA Executive Session on Police Leadership](#)

The Commissioners



[Mr. Joseph A. Farrow](#)
Commissioner
California Highway Patrol

The 21-member Commission is composed of 11 law enforcement professionals and 10 representatives from the public and private sectors.

Commissioners serve three-year, staggered terms.

[Read More](#)

Marks of Excellence



The program seals of CALEA Accreditation are reserved for use by those public safety agencies

Introduction

THE COMMISSION

The Commission on Accreditation for Law Enforcement Agencies, Inc., (CALEA®) was created in 1979 as a credentialing authority through the joint efforts of law enforcement's major executive associations:

- International Association of Chiefs of Police (IACP);
- National Organization of Black Law Enforcement Executives (NOBLE);
- National Sheriffs' Association (NSA); and the
- Police Executive Research Forum (PERF).

CALEA's purpose was to establish a body of professional standards and to develop an accreditation process to administer its initial credentialing program, Law Enforcement Accreditation. This was completed by 1983, and the first agency was accredited in 1984.

The CALEA Accreditation Process is a proven modern management model; once implemented, it presents the Chief Executive Officer (CEO), on a continuing basis, with a blueprint that promotes the efficient use of resources and improves service delivery - regardless of the size, geographic location, or functional responsibilities of the agency.

This accreditation program provides law enforcement agencies an opportunity to voluntarily demonstrate that they meet an established set of professional standards which:

- Require an agency to develop a comprehensive, well thought out, uniform set of written directives. This is one of the most successful methods for reaching administrative and operational goals, while also providing direction to personnel.
- Provide the necessary reports and analyses a CEO needs to make fact-based, informed management decisions.
- Require a preparedness program be put in place - so an agency is ready to address natural or man-made critical incidents.
- Are a means for developing or improving upon an agency's relationship with the community.
- Strengthen an agency's accountability, both within the agency and the community, through a continuum of standards that clearly define authority, performance, and responsibilities.
- Can limit an agency's liability and risk exposure because it demonstrates that internationally recognized standards for law enforcement have been met, as verified by a team of independent outside CALEA-trained assessors.
- Facilitates an agency's pursuit of professional excellence.

CALEA Structure

A Commission Board composed of 21 members governs CALEA. Eleven must be law

approval.

Unless otherwise indicated, new standards or changes to standards become effective upon the date of enactment and agencies must be in compliance within one year. When changes are made to any CALEA publication, notifications are provided to all subscribers.

While law enforcement practitioners are the primary source for CALEA Standards, any individual can present a standard to the Commission for consideration by completing the Appendix C form and submitting it to the Commission (See Appendix C).

Nature and Scope of the Standards

Each chapter in the law enforcement standards manual begins with an introduction that provides important guidance to an agency regarding the subject area, its applicability, or any related standards. The standards state what must be accomplished by the agency, but generally allow wide latitude in determining how to achieve compliance with each applicable standard. This approach maintains agency independence and is the key to understanding the universal nature and flexibility of the standards. Since compliance is never limited to a single means of achievement, consequently, compliance should always be attainable.

The Commission expects accredited agencies to maintain compliance and live by the letter and spirit of the standards. The agency must consider its mission, its legally mandated responsibilities, and the demands of its service community in determining which standards are applicable and how it will comply with them.

Key terms used throughout the Standards Manual are listed in the Glossary (Appendix A). The importance of the glossary cannot be overstated. Many terms in law enforcement are universal; some are not. The glossary defines terms in the manual to correspond with the Commission's intent on the requirements of a standard and to guide the agency in determining how it will comply.

The Commission also provides a series of guiding principles to govern the general application of standards, clarify the intent of others, and amplify actions that assessors may take in verifying compliance. Familiarity with the Guiding Principles for Agencies and Assessors (Appendix B) is essential for successfully achieving accreditation.

Standard Composition

Each standard is composed of three parts: *the standard statement*, the commentary, and the *levels of compliance*.

The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. Many statements call for the development and implementation of written directives, such as general or special orders, standard operating procedures, or other documented communication, which articulate the agency's policies, procedures, rules, and regulations. Other standards require an activity, a report, an inspection, equipment, or other action.

The commentary supports the standard statement but the commentary is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of *one* possible way to comply with the standard. Since the agency has the latitude to determine "how" it will comply with applicable standards, and since the burden of proof to verify this compliance is also the responsibility of the agency, it can choose to ignore the commentary and comply with the standard on its own terms.

The *levels of compliance* denote the relative importance assigned to each standard, if applicable, based upon agency size. For each of four agency-size categories, the levels of compliance

mandatory (M) standards (except in rare instances when the Commission grants a waiver) and at least 80 percent of the applicable other-than-mandatory (O) standards. The agency is free to select the applicable other-than-mandatory standards to include in the 80 percent group.

If the level of compliance based on the agency's size category is not applicable (N/A), the agency is excused from complying with the standard. (Exception: if the agency voluntarily chooses to perform the function or activity required by the standard, it becomes applicable regardless of agency size and the requirements must be met.)

If an agency can not comply with an applicable mandatory standard because of circumstances beyond its control, e.g., labor contract, court decree, it may ask the Commission to "waive" the obligation to comply.

For more information on applicability and compliance with standards, see Appendix G, File Construction and Documentation.

Types of Standards

The standards are described according to the following types or categories: written directive, bulleted, conditional, linked, observation, and activity required. A brief description with examples follows:

The most prevalent standard type requires a written directive. In addition to requiring a policy, procedure, or other activity, a 'written directive' standard also imposes a responsibility on the agency to describe the activity in writing. The written directive requirement creates documentation, which fixes accountability on the agency, its personnel, and provides for standardization and consistency in application.

Broadly defined, a written directive is any written documentation that governs or directs the agency or its employees. Written directives may exist internally, e.g., general orders, standard operating procedures, memoranda, and labor contracts; or externally, e.g., laws, judicial decrees, mutual aid agreements, and city-wide rules and procedures. The presence of written directives involves the added responsibilities of dissemination, training, and supervision of affected personnel. 1.3.1 is an example of a written directive standard.

Included under written directive standards are ones that present multiple requirements or bulleted subcomponents. An alphanumeric designator identifies each item or bullet. Compliance is required of each applicable bullet; bullets that do not apply are treated individually as N/A. For example, see standard 12.1.2.

Conditional standards, as illustrated below, frequently use the word "if" to identify a condition. The presence of the condition makes the standard applicable; its absence renders the standard N/A. Another identifier is the phrase "in the absence of controlling legislation." For example, see standard 43.1.4.

Linked standards relate one standard to another standard in the chapter. For example, see sample 1.3.7.

Observation standards are identified by the phrase "Compliance may be OBSERVED" following the level of compliance designation, and may generally be verified visually. For example, see standard 41.3.1.

Some of these standards may also require additional documentation (see Appendix F, Observation Standards).

Activity required standards require that a specific activity occurs, such as a report, review, analysis, inspection, test, survey, audit and/or inventory. The activity may or may not require a

Synthetic drug flakka is cause of bizarre incidents

FORT LAUDERDALE, Fla. (AP) — One man ran naked through a Florida neighborhood, tried to have sex with a tree and told police he was the mythical god Thor. Another ran nude down a busy city street in broad daylight, convinced a pack of German shepherds was pursuing him.

Two others tried separately to break into the Fort Lauderdale Police Department. They said they thought people were chasing them; one wound up impaled on a fence.

The common element to these and other bizarre incidents in Florida in the last few months is flakka, an increasingly popular synthetic designer drug. Also known as gravel and readily available for \$5 or less a vial, it's a growing problem for police after bursting on the scene in 2013.

It is the latest in a series of synthetic drugs that include Ecstasy and bath salts, but officials say flakka is even easier to obtain in small quantities through the mail. Flakka's active ingredient is a chemical compound called alpha-PVP, which is on the U.S. Drug Enforcement Administration's list of the controlled substances most likely to be abused. It is usually made overseas in countries such as China and Pakistan.

Flakka, a derivative of the Spanish word for a thin, pretty woman, usually is sold in a crystal form and often is smoked using electronic cigarettes, which are popular with young people and give off no odor. It also can be snorted, injected or swallowed.

"I've had one addict describe it as \$5 insanity," said Don Maines, a drug treatment counselor with the Broward Sheriff's Office in Fort Lauderdale. "They still want to try it because it's so cheap. It gives them heightened awareness. They feel stronger and more sensitive to touch. But then the paranoia sets in."

giving from the evidence being found by police around Florida, flakka use is up sharply. Submissions for testing to the Florida Department of Law Enforcement's

crime labs have grown from 38 in 2013 to 228 in 2014. At the Broward Sheriff's Office laboratory, flakka submissions grew from fewer than 200 in 2014 to 275 in just the first three months of this year, according to spokeswoman Keyla Concepcion.

"It's definitely something we are watching. It's an emerging drug," said Chad Brown, an FDLE supervisory special agent.

According to the National Institute on Drug Abuse, reports of flakka or gravel also have surfaced in Ohio, Texas and Tennessee, but Florida appears to be the nation's hot spot.

In one recent case, 22-year-old Jaime Nicole Lewis was charged in a DEA complaint with conspiracy to distribute flakka after DEA agents based in London intercepted U.S.-bound packages of the drug that were made in Hong Kong.

An undercover DEA agent posing as a delivery company employee then brought the packages to Lewis' home in Palm Beach County, according to a court affidavit.

"Synthetic drugs are illegal and present a grave danger to our community, particularly our children," said Miami U.S. Attorney Wifredo Ferrer.

Lewis is being held without bail and is due to enter a plea next week.

Her attorney, Paul Lazarus, said prosecutors will have to prove she knew the packages contained illegal drugs.

A man believed to be the flakka ringleader in this case also is charged, but has not been arrested.

James West, a 50-year-old homeless man, was caught on surveillance video in February trying to kick in the heavy glass front door of the Fort Lauderdale Police Department, finally cracking it with large rocks. Bleeding above one eye, West told officers he was desperate for help from police because "he was being chased by 20-25 individuals and he didn't know why." He later told police he had smoked flakka.

Stop Signs

- S. Main & Johnson - 4 way
- Justin & Mustang - 3 way
- Kristi & Doe Run - 3 way
- Oak & Johnson - 3 way
- Liberty & Jon - 3 way
- Seasons Ridge & Summer time - 4 way
- Retail & Redwing - 3 way
- Amanda & Jon - 4 way

Purpose of a STOP Sign



The STOP sign is a regulatory sign that is used when traffic is required to stop. It is a red octagon that has a white border and large white capital letters that read STOP. At multiway stop intersections, where all approaches are controlled by STOP signs, an "ALL WAY" plaque is required below the stop sign to inform the driver that the intersection is an "allway" stop intersection. Flashing beacons are sometimes used to supplement STOP signs, especially in rural areas. 5/15/2015 Intersection Safety Issue Briefs Safety | Federal Highway Administration

The purpose of STOP signs is to assign vehicular right of way at an intersection. If installed where warranted, STOP signs can be very effective. However, STOP signs can be an inconvenience to motorists and a potential safety issue and should only be used where warranted. STOP signs should not be used to control vehicle speeds.

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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 by June 5.

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5/4/2015
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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

Calendar

5/12/2015 » 9/25/2015
2015 Exhibitor Annual Conference Registration

5/15/2015
MO General Assembly Adjourns

Cancellations: Cancellations must be received at League headquarters via email to Lori Noe at lnoe@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 (Dinner on your own)

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

CANCELLED: POST CONFERENCE – SPECIAL OPPORTUNITY: CANCELLED

- 5/27/2015
MML Central Meeting-Columbia
- 5/28/2015
2015 MML West Gate Division Meeting (May 28)
- 5/31/2015 » 6/3/2015
79th Annual IPMA-HR Central Region Training Conference

Newest Members

- A. Wilkins
- S. Sewell
- C. Heithold
- W. Hilton, City of Deepwater

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MML Central Meeting-Columbia

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MML Central Meeting-Columbia

5/27/2015

When: 5/27/2015
18:00

Where: *Map this event »*
Riechmann Pavilion in Stephens Lake Park
2300 E. Walnut Street
Columbia, Missouri 65201
United States

Presenter: Richard Sheets

Contact: Sarah Garmer
sgarmer@mocities.com

Registration Information

Online registration is available until: 5/27/2015

- Register / RSVP »
- View the 31 people who have already registered

Details

The City of Columbia will host a regional meeting of the Missouri Municipal League on Wednesday, May 27, 2015. The meeting will be held at Riechmann Pavilion in Stephens Lake Park, 2300 E. Walnut Street, in Columbia. This event will provide an excellent opportunity for municipal officials to meet with their neighboring officials, find common cause and share an excellent meal.

Registration and social hour will begin at **6:00 p.m.** The dinner will start at 7:00 p.m. The registration fee for the meeting (including the dinner) will be \$15 per person (tax and gratuity included). Richard Sheets, Deputy Director of the Missouri Municipal League, will give a legislative update.

Please note registrations must be made online. Registration options include "Bill Me" or payment by credit card.

Following online registration you will receive a confirmation email and can print a receipt/invoice for processing.

RSVPs must be received by 4:00 p.m., Friday, May 22, 2015. Due to the requirement that meal guarantees be made in advance, cancellations must be made with League headquarters by 4:00 p.m., Friday, May 22, 2015 or it will be necessary to bill you for the cost of the meal.

We look forward to seeing you on May 27 in Columbia.

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