CITY OF ASHLAND
109 EAST BROADWAY
BOARD OF ALDERMEN SPECIAL MEETING AGENDA
TUESDAY, OCTOBER 08 2013
10:00 A.M.

Call to Order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 10-08-13 agenda: **Action:**_____
2. Consideration of the 9-16-13 special meeting minutes: **Action:**_____
3. Consideration of the 9-17-2013 meeting minutes: **Action:**_____
4. Bills to be paid: **Action:**_____

APPOINTMENTS

5. Appointment of Emergency Management-Scott Olsen-Boone County Fire Department-Chief
6. Appointment of City Attorney 1. Dale Roberts 2. Fred Boeckmann
7. Appointment of special attorney

COUNCIL BILLS

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

ORDINANCES

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

RESOLUTIONS

10. None

OTHER

11. Approval of City Administrator's contract

APPEARANCES

12. Anyone wishing to appear before the Board

REPORTS

13. Mayor's Report
14. City Attorney Report
15. Board of Alderperson's Report
16. Vote to adjourn the meeting

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

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

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

Posted: 10-03-2013 City Hall and Web site: www.ashlandmo.us

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

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

Present:
Ward One: David Thomas-here, Louise Martin-here
Ward Two: John Hills-here
Ward Three: Carl Long-here

Absent: Ward Two: Jeff Anderson
Ward Three: Tony Taggart

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

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

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

There was no other reportable action taken.

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

Louise Martin, Alderwoman

Gene Rhorer, Mayor

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

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

Alderwoman Martin gave the invocation.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll.

Ward One: David Thomas-here, Louise Martin-here
Ward Two: John Hills-here
Ward Three: Anthony Taggart-here, Carl Long-here

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Interim City Attorney:
No Report

Board of Alderperson's Report:
Alderman Taggart suggested we look at the qualifications for City Alderman. For safety concerns maybe a background check is needed. Alderman Taggart handed out copies from other cities.

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

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

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

Alderman Long voiced a concern on the cat situation.

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

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

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

Jessica Kendall
City Treasurer/Deputy City Clerk

Gene Rhorer
Mayor

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

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

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

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

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

PAYROLL CHECKS

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

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***** REPORT TOTAL ***** 216,992.90

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

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

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

Monday, July 29, 2013
Proposal for Legal Services

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

Dear Ms. Sapp,

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

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

CITY ATTORNEY – SERVICES:

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

b. In each of the last four years I have lobbied for, and successfully gotten passed, new legislation.

7. The City's request does not inquire about this issue specifically, however,
   a. I have taught *Employment Discrimination Law* for the University of Missouri for the past 20 years and am quite comfortable dealing with personnel issues.
   b. I have also taught *Constitutional Law* for the University's Law Enforcement Training Institute (their "police academy") and am accustomed to working with, and training, law enforcement officers.
   c. I am certified by the Missouri Department of Public Safety, Peace Officers Standards and Training, as a "Specialist" to teach the following topics for law enforcement officers:

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

      i. Given the opportunity to do so, I would enjoy providing training and/or legal updates for the officers of the Ashland Police Department.
      ii. In fact, I taught some of the classes for your new officer, Braden Duckworth, and you may feel free to ask him about my qualifications.

PERSONNEL:

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

EXPERIENCE:

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

LOCATION OF BUSINESS:

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

FEE SCHEDULE:

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

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

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

Thank you for your consideration.

Sincerely yours,

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

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

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

SUMMARY OF QUALIFICATIONS:

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

EMPLOYMENT

Executive Director — January 2013 – Present
Columbia Police Officers' Association
1301 Vandiver Drive, Suite 102
Columbia, MO 65202

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

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

Adjunct Assistant Professor — August 1989 to May 2013
University of Missouri-Columbia
Columbia, Mo. 65211

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

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

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

Assistant Chief Investigations Counsel — May 1, 2007 to May 1, 2009
Special Investigations, Dept. of Insurance
P.O. Box 690
Jefferson City MO 65102

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

Roberts for Judge (Campaign) — January 2006 to January 2007

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

State Supervisor (Division Director) — May 2005 to December 2005
Division of Alcohol and Tobacco Control (ATC)
301 West High Street #860
Jefferson City, Mo. 65102

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

Chief Administrative Law Judge — October 1992 – May 2005
Missouri Public Service Commission
200 Madison Street, Governor Office Building #909
Jefferson City, Mo. 65101

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

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

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

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

January 1992 - October 1992

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

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

1984 to December 1991

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

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

EDUCATION:

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

Advanced Judicial Studies
July 2002

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

University of Missouri
School of Law
Columbia, Mo. 65211

Doctor of Jurisprudence
August 1984 – December 1986

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

HONORS & ACTIVITIES

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

Creighton University
2500 California St.
Omaha, Ne. 68178

Classical Bachelor of Arts
January 1981 - May 1984

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

HONORS & ACTIVITIES

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

MILITARY SERVICE:

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

February 1977 to January 1981

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

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

USAF HONORS & ACTIVITIES

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

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

July 1981 to August 1987

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

PUBLICATIONS

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

Introduction to Business Law, by Dale Hardy Roberts, Edited by Sarah Backer, Graphic Design by Renette Reiske. Copyright University of Missouri, 1993.
The University of Missouri asked me to write a textbook for Business Law and to develop a course to follow the text, for the Center of Independent Studies. I wrote the text and an entire course, complete with lectures, progress evaluations, examinations and all other necessary materials.

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

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

PROFESSIONAL AND CIVIC AFFILIATIONS:

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

PERSONAL REFERENCES:

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

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

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

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

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

July 29, 2013

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

RE: Proposal for Legal Services

Dear Ms. Sapp:

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

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

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

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

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

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

Duration. The terms in the RFQ are acceptable.

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

Sincerely,

Fred Boeckmann

FRED BOECKMANN

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

EDUCATION:

1970
BACHELOR OF ARTS Saint Mary's of the Barrens: Perryville, Missouri

1974
JURIS DOCTOR Saint Louis University: St. Louis, Missouri

LEGAL EXPERIENCE:

1986-2013
CITY COUNSELOR: COLUMBIA, MISSOURI

■ I managed all litigation in which the City was a party and advised the city council, city manager, department directors, and city boards and commissions on legal matters. I led a law department that grew from four lawyers in 1986 to eight lawyers in 2013. On occasion, I served as acting city manager when the city manager was absent from the city.

■ I drafted thousands of ordinances and resolutions including substantial revisions to the City Code. I also drafted a number of amendments to the City Charter.

■ I negotiated and drafted a wide variety of contracts.

■ I served on the management negotiating team that negotiated with four labor groups representing city employees.

■ I represented the City in the formation of a dozen Transportation Development Districts and two Community Improvement Districts. I was also involved in several Tax Increment Financing projects.

■ Columbia experienced substantial growth over the past 25 years. Consequently, I spent a substantial amount of time on annexation, zoning, subdivision, and other land use issues.

■ Columbia has a heavy concentration of media: MU School of Journalism, two daily newspapers, TV and radio stations, and various other local publications. Consequently, I gained extensive experience dealing with journalists and Sunshine Law issues.

1982-1986
CITY ATTORNEY: CAPE GIRARDEAU, MISSOURI

■ I served as the chief legal adviser to the city council, city manager, and all city departments, agencies and officers. I also represented the City in court proceedings and before various governmental agencies.

■ I performed legal work on a number of city projects including: a multi-purpose building constructed and operated jointly with Southeast Missouri State University; the establishment of a hotel/motel/restaurant tax to fund a tourism commission; approval of a downtown redevelopment plan; the establishment of a special business district; and a major sewer interceptor project.

■ I drafted a wide range of legal documents including major city code revisions; a variety of leases and contracts; ballot questions, etc.

LEGAL EXPERIENCE (continued)

1974-1982
PRIVATE PRACTICE: CLAYTON, MISSOURI

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

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

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

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

TRIAL COURT EXPERIENCE:

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

APPELLATE COURT EXPERIENCE:

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

PROFFESIONAL ASSOCIATIONS:

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

PUBLICATIONS:

■ I wrote the chapter on Government Tort Liability, published in the Missouri Bar Deskbook: *Missouri Local Government Law.*

■ I have written several articles for the *Missouri Municipal Review.*

PRESENTATIONS:

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

AWARD:

2004
LOU CZECH AWARD: Missouri Municipal Attorneys Association
This annual award recognizes outstanding contributions to municipal law.

COUNCIL BILL NO. 2013-025 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

Dated this _____day of _____, 2013.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

EMPLOYMENT AGREEMENT
CITY ADMINISTRATOR FOR THE CITY OF ASHLAND, MISSOURI

This Agreement is entered into on this _____day of _____, 2013, between the CITY OF ASHLAND, a Missouri Municipal Corporation organized as a fourth-class city under Chapter 79 of the Revised Statutes of the State of Missouri, hereinafter referred to as "City" and Joshua M. Hawkins, hereinafter referred to as "Administrator."

WHEREAS, the City according to the terms set forth herein, agrees to employ Joshua M. Hawkins as City Administrator of the City; and Joshua M. Hawkins agrees according to the terms and conditions set forth herein to undertake employment as City Administrator of the City.

NOW THEREFORE, in exchange for good and valuable consideration and the mutual covenants contained herein, the City and Administrator hereby agree as follows:

1. **DUTIES OF ADMINISTRATOR.**

City hereby employs Administrator, and Administrator accepts such employment as City Administrator of the City of Ashland to perform the functions and duties specified by law and Ashland Code §2.103, (incorporated herein by this reference and shown as Appendix A) and such other legally permissible and proper duties and functions as the Mayor and/or Board of Aldermen shall from time to time assign.

The Administrator shall attend all regular and special meetings of the Board of Aldermen, unless excused and such other meeting as required by the Mayor.

During the term of this agreement, the Administrator agrees to remain exclusively employed by the City and not to become employed by any other City until the effective date of termination or resignation. The term "employed" shall not be construed to include occasional teaching, writing, or consulting work which does not interfere with the Administrator's ability to effectively discharge his assigned duties.

The Administrator acknowledges, understands and agrees that the position of Administrator is not included under any Civil Service system and is an exempt position under the Fair Labor Standards Act. The parties acknowledge, understand and agree that the provisions of the City's Personnel Rules and Regulations are applicable to the Administrator are not in conflict with the provisions of the Employment Agreement.

The City acknowledges, understands and agrees that pursuant to §2.105 of the Ashland City Code, the Administrator shall be covered and indemnified under the provisions of any insurance coverage maintained by the City, to the extent permitted under same policies of insurance. Further, City makes no representation as to the terms, limitations or exclusions of same insurance policies, and affirmatively states that no coverage or indemnification is intended beyond the limits, terms, exclusions, and exemptions of same insurance policies.

The Administrator acknowledges, understands and agrees that he will continue to maintain residency within the City limits during employment in the position of Administrator.

2. **OATH OF OFFICE AND BOND.**

The Administrator shall pursuant to §2.135 of the Ashland City Code, take an oath of office and within fifteen (15) days of his appointment shall give bond to the City as required and further described in §2.135 of the Ashland City Code.

3. **TERM AND RENEWAL.**

This Employment agreement is for an indefinite term of employment subject, however, to the limitations, notices, requirements, and matters hereinafter set forth.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Administrator at any time, subject to the specific provisions set forth within this Agreement and those contained in applicable state law and the Ashland City Code.

This agreement shall be reviewed for renewal at the first Board of Aldermen meeting after the April elections each year. The first such review for renewal shall take place after the April 2015 elections and then shall take place annually thereafter.

The parties shall have the right to amend and revise the terms hereof if and only if said revisions are in writing and signed by Administrator, approved by the Board of Aldermen and subsequently signed by the Mayor. (or, in his absence, the Mayor Pro-tem).

4. **COMPENSATION AND BENEFITS.**

ANNUAL SALARY.
For services rendered by the Administrator pursuant to this agreement, the City shall pay the Administrator an annual salary of Fifty-Six Thousand Dollars ($56,000.00), payable in bi-weekly installments. The Administrator shall receive no cost of living increase for the first year of service. In all future years, Administrator shall be eligible for a cost of living increase, as per the personnel manual and policies of City.

VACATION AND SICK LEAVE.
The Administrator shall accrue vacation and sick leave in accordance with the City's Personnel Rules and Regulations. The Administrator shall be entitled to administrative leave and all other benefits available to the City's employees in accordance with the City's adopted policies.

INSURANCE BENEFITS.
The Administrator shall be entitled to all insurance benefits, including but not limited to, life, health, vision and dental, available to the employees in accordance with the City's adopted policies.

RETIREMENT BENEFITS.
The City shall provide the Administrator with retirement benefits through Local Area Government Employees Retirement System, (LAGERS) to the same extent as provided to other city employees.

OTHER BENEFITS.
The City shall provide such other payments and benefits to or on behalf of the Administrator as required by law or as provided to other non-union management employees of the City. Any expenses for travel shall be reimbursed based on the presentation of receipts. Mileage for those trips that have no other expenses will be reimbursed at the federal standard rates.

REDUCTION OF BENEFITS.
The City shall not, at any time during the term of the Administrator's tenure in office, reduce the salary, compensation, or other benefits of the Administrator, except in the same degree of such a reduction across-the-board for all employees of the City.

5. **HOURS OF WORK.**

It is recognized that the Administrator must devote a great deal of his time outside normal working hours to city business. No additional compensation will be paid to the Administrator for the time devoted to these responsibilities.

6. **PROFESSIONAL DEVELOPMENT AND MEETINGS.**

The City hereby agrees subject to the provisions of this Paragraph to allow for time off as well as make every reasonable effort to pay for professional and official travel, meetings and occasions adequate to continue the professional development of the Administrator, including but not limited to the annual conference of the Missouri Municipal League, as provided for in the budget, and other national, regional, state and local government groups and committees thereof which the Administrator serves as a member and for the good of the City. The allowance of leave time for professional development activities and fees or costs for same activities shall be within the sole discretion of the Board of Aldermen to approve or deny.

7. **MEMBERSHIP DUES AND SUBSCRIPTIONS.**

The City agrees to budget and pay for the professional dues and subscriptions of the Administrator for those memberships and professional publications that the City and Administrator agree are necessary for the Administrator's performance of his responsibilities and his continued professional participation, growth and advancement, and for the good of the City.

8. **GENERAL EXPENSES.**

The City recognizes that certain expenses of a non-personal and generally job-affiliated nature will be incurred by the Administrator and hereby agrees to reimburse or pay said expenses allowable by state law. The Administrator shall follow the City's policies and procedures

regarding such reimbursement or payment of expenses. The City and Administrator further recognize that due to the restrictive nature of state laws regarding business expenses that it will often be necessary for the Administrator to incur expenses not reimbursable by the City, to effectively carry out his role as City Administrator.

9. **TERMINATION AND SEVERANCE PAY.**

9.1 Either party may terminate this Agreement following thirty (30) days written notice to the other party, subject to the terms and conditions of this Agreement. In the event that the City terminates the Administrator's employment within the first eighteen (18) months of the agreement, then the City will provide severance compensation in an amount equal to two (2) month's salary and benefits, based upon the compensation being earned at the date of termination.

9.2 Thereafter, if the City terminates the employment of the Administrator, there shall be no severance compensation paid.

9.3 Said severance compensation shall be paid monthly or in a lump sum, at the City's discretion. The City shall be authorized to perform any deductions required by law, and the City shall additionally compensate the Administrator for all accrued vacation, sick leave and standard benefits as provided by the City's Personnel Rules and Regulations. Any termination action taken by the City shall be subject to the notice period required by law. In addition, the City and the Administrator may, by mutual consent, arrange for an effective date of such termination, subject to the aforementioned notice period required by law.

9.4 Constructive Termination. The following events shall constitute "termination," and shall be subject to severance pay in accordance with this section.

9.4.1 The City at any time reduces the salary or other financial benefits of the Administrator in a greater percentage than an applicable across-the board reduction for all non-union management employees of the City; or

9.4.2 The City refuses, following the thirty (30) days written notice, to comply with any other provisions of this agreement benefiting the Administrator herein, or

9.4.3 The Administrator resigns following a request of the majority of the Board of Aldermen that he resigns.

9.5 Resignation or termination for cause. Notwithstanding any provision to the contrary herein, in the event that the Administrator resigns or the City terminates the Administrator for just cause as defined in the City's Personnel Rules and regulations, or in the event that the Administrator terminates his employment with the City, (except as provided in Section 9.1) The Administrator shall not be entitled to nor shall the City be required to pay any severance pay.

10. **ENTIRE AGREEMENT.**

This employment agreement and any attachments hereto constitute the entire agreement between the undersigned parties. There are no other understandings, written or oral, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part except as otherwise provided for in this Agreement.

11. **SEVERABILITY.**

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid of unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12. **CHOICE OF LAW AND VENUE**

This Agreement and the obligations of the undersigned parties shall be interpreted, construed and enforced in accordance with the laws of the State of Missouri. The undersigned parties agree that for the purposes of any legal action arising out of this contract venue shall be proper in Boone County, Missouri.

13. **NOTICES.**

Notices required to be delivered hereunder shall be sent to the following:

FOR THE CITY TO: Mayor City of Ashland Ashland, Mo. 65010	FOR THE ADMINISTRATOR TO: Joshua M. Hawkins _____ _____

Notices may be delivered either in person at any location where the person receiving the notice may be found, or said notice may be sent by mail, registered or certified, postage prepaid, to the address set forth above. In the event the notice is mailed, rather than delivered in person, it shall be deemed received three (3) calendar days after.

Dated this _____ day of _____, 2013.

_____	_____
Gene Rhorer Mayor City of Ashland, Missouri	Joshua M. Hawkins