



**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
Ashland, Mo. 65010
7:00 p.m. Tuesday, November 02, 2021**

This meeting will be held via zoom only.

<https://us02web.zoom.us/j/89122504057?pwd=L0l5dFVoSXhGZmRqeVRMY1kvN0wydz0>

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I. INTRODUCTORY ITEMS

Invocation
Pledge of Allegiance
Roll Call
Approval of Previous Minutes of October 19, 2021
Adjustment and approval of the Agenda

II. SPECIAL ITEMS

a. None

III. APPOINTMENTS TO BOARD AND COMMISSIONS

a. None

IV. SCHEDULED PUBLIC COMMENT

a. None

(Written request must be received by the City Clerk by Wednesday before the meeting date)
Speakers cannot comment on items on the agenda. Time will be permitted following the reading of each agenda item under Old and New Business for public comment.

V. PUBLIC HEARING

a. None

VI. INTRODUCTION AND FIRST READING

a. Council Bill No. 2021-062, an ordinance to amend Chapter 20, Traffic Code, Schedule III. Park Restrictions of the Code of the City of Ashland.

VII. OLD BUSINESS

- a. Ordinance No. 1380, an ordinance amending Chapter 27 Animal Ordinance, Section 27.025, Keeping near dwellings of the Code of the City of Ashland
- b. Ordinance No. 1381, an ordinance extending the Corporate Limits of the City of Ashland, Missouri by annexing incorporated area; directing the City Clerk to give notice of the annexation
- c. Ordinance No. 1382, an ordinance imposing a use tax for general revenue purposes

- d. Ordinance No. 1383, an ordinance approving the re-plat for Westhoff's Addition
- e. Ordinance No. 1384, an ordinance approving the final plat for Ranken Subdivision
- f. Ordinance No. 1385, an ordinance authorizing the Mayor to enter into a cost share agreement with Missouri Highways and Transportation Commission

VIII. NEW BUSINESS

- a. A Resolution authorizing change order #2 for Sam Gaines Construction, Inc. for the Route M/Henry Clay Blvd. Roundabout
- b. A Resolution authorizing the Mayor to enter into a contract with American Digital Security for the installation of access control and camera's for new the Municipal Center
- c. A Resolution authorizing the Mayor to enter into an agreement for professional engineering services with Allstate Consultants, LLC. for the water line replacement project

IX. REPORTS

- a. Mayor's report
- b. City Administrator's report
- c. City Attorney's report
- d. Police Chief's monthly report
- e. Board of Aldermen report

X. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF

XI. ADJOURNMENT

Members of the public may attend any open meeting. For requests for accommodations related to disability, Please call 573-657-2091 or email cityclerk@dashlandmo.us

In order to assist staff in making the appropriate arrangements for your accommodation, please make sure your request as far in advance of the posted meeting date as possible.

Posted: 10--29-2021 @ _____

OCTOBER 19, 2021
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT COPY NOT APPROVED BY THE BOARD

Mayor Sullivan called the regular meeting to order at 7:00 p.m. on October 19, 2021 via zoom.

Mayor Sullivan gave the invocation.

Mayor Sullivan led in the pledge of allegiance.

Mayor Sullivan called the roll:

Ward One: Nathan Volkart-here, Jean Selby-here
Ward Two: Melissa Old-here, Stephanie Bell-here
Ward Three: Rick Lewis-here, Dorise Slinker-here

Staff Present: Darla Sapp, City Clerk, Nathan Nickolaus, City Attorney, Dan Vandevoorde, Building Inspector, Lelande Rehard, Assistant City Administrator, City Administrator Tony St. Romaine, John Conway, Civil Engineer and James Creel, Public Works Director.

Mayor Sullivan presented the minutes of the October 05, 2021 Board meeting for consideration. Alderwoman Old made motion to approve the minutes as presented. Alderman Lewis seconded the motion. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan presented the agenda for consideration. Alderwoman Old made motion and seconded by Alderwoman Selby to approve the agenda. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan stated there are no scheduled public comments. He reminded everyone that a written request must be received by the City Clerk by Wednesday before the meeting date. He stated there is a public speaking comment section after each agenda item.

Mayor Sullivan called the public hearing to order on the proposed voluntary annexation of 15.15 acres, located off of Log Providence Road and E. Hayes Road for R. Anthony Property Holdings, LLC. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated this is for annexation voluntary off of East Log Providence Road and E. Hayes Road. He stated this is the second time this annexation has come before us. He stated Rob Wolverton is on the call to answer any questions. He stated this is only the annexation into the City limits of Ashland. Mayor Sullivan stated property owners are allowed to reapply. Rob Wolverton stated he had no prepared remarks. Mr. Wolverton stated he felt he would be better served in the City of Ashland with the sanitary sewer at some point being extended. He stated he wished to annex his 15.15 acres into the City Limits of Ashland. Mayor Sullivan stated this is not rezoning only strictly annexation. Nathan Nickolaus, City Attorney questioned if this tract was contiguous to the City Limits of Ashland and if Ashland can provide utilities in a responsible amount of time. It was reported yes to both questions.

Mayor Sullivan asked for the public that wished to speak to raise your hand virtually then state your name and address for the record.

Allen Bunch 5502 E Log Providence Road stated he was confused on this coming back within three weeks. He stated Mr. Wolverton could reapply and it is certainly his right. He stated he could not see that anything has been changed. He stated the road is bad, no sewer and there is no tax base for the City. He stated it is not like they don't know what is going in since they have just recently submitted. He stated they would

apply for rezoning for a unwed mothers facility. He stated their objection is the fact that this is not appropriate for this area, infrastructure is not there and it is not safe. He said he understands the fire board changed their mind a little on the Lakeside Ashland and having two accesses. He stated this makes no sense to add additional vehicles at this time. He stated that Mr. Wolverton mentioned they would have armed security guards to keep the girls safe. Mayor Sullivan asked them to stay on point and comment on the annexation. He stated the 50 families out there do not want commercial development. He stated they have lived out there a long time and wants to be left alone. He stated he objects the annexation and any future commercial development.

Mayor Sullivan called for any public wishing to speak in favor of the annexation. No one asked to speak.

Keith Birkes 5400 East Hayes Road stated he lives adjacent to the tract of land in question. He stated this is 40 feet from his west boundary. He stated he is opposed for all the same reasons they were a month ago. He is concerned for safety, bottled neck single access road and the existing 60 households and any additional activity of residential or commercial will add to the unsafe circumstances like the violation of fire code. Mayor Sullivan asked him stay on point with the annexation. Mr. Birkes stated this will devalue everyone's land and he is against the annexation. He stated it is unsafe and will devalue property in the neighborhood. He stated it is not suitable for development and is in a protected creek. He questioned why they would bring these activities in our neighborhood. He stated it is undesirable and unsafe. He asked the Board to please do not do this.

Susan Skinner 5350 East Log Providence Road stated she is not for this annexation and has seen no difference in the last three weeks since this was presented and voted down. She stated she does not know why the Board is considering it. She stated there were no changes to the property owners request and felt like it has not been a responsible period of time to request this annexation. She stated this property is not equipped to provide services and does not make any sense to her. She asked that this annexation be denied again.

Lucie Hess 5027 East Log Providence Road stated basically people are against this annexation. She stated she did not know why this area is being chosen. She stated the property is wooded and not suitable for building. She questioned why Ashland does not want to grow out to the west, east, or south where there are already neighborhood residential. She questioned why this annexation is being considered again. She stated she is not against the group home for pregnant woman but for any annexation and development back there.

Daniel Zekor 10151 S. Bartel Lane stated he is opposed to the annexation for reasons already stated.

DeeCee Darrow 10151 S Bartel Road stated she is opposed to the annexation. She stated she does not see the upside for Ashland. She stated there would be a lot of tax dollars spent to make roads passible to get into property. She stated she is against this annexation and any commercial development due to the increase of traffic on the road and the issue of ingress and egress not being resolved.

Lori Wallace asked if she could make a comment. She stated she lives at 4445 E Log Providence Road and is strongly opposed to any annexation. She stated during the Lakeside Ashland discussion they were told they should have been involved and opposed the annexation and rezoning at that time. She stated they have been opposing this annexation since the beginning. She stated the Board did not want to talk about what might go in there only the annexation. She stated they suspect it is the same as Mr. Wolverton previously applied for. She stated they are still opposing this for all the reasons that has been stated. She stated she did not see what the hurry is and why this has to be revisited so soon. She stated they are opposed to it and no one is in favor of this annexation but the owner of the property. She stated she appreciates the Boards time to listen to all of us.

Mayor Sullivan closed the Public Hearing at 7:24 p.m.

Lelande Rehard, Assistant City Administrator presented Council Bill No. 2021-056, an ordinance amending Chapter 27 Animal Ordinance, Section 27.025, Keeping near dwellings of the Code of the City of Ashland. Alderwoman Old made motion and seconded by Alderman Slinker to take up for consideration Council Bill No. 2021-056, an ordinance amending Chapter 27 Animal Ordinance, Section 27.025, Keeping near dwellings of the Code of the City of Ashland. Mayor Sullivan called for the staff report. Dan Vandevor, Building Inspector, stated this ordinance is to change Chapter 27 at the request of a citizen and at the direction of the Board of Aldermen. He stated the original ordinance stated the chicken coop had to be 100 feet from another dwelling and they reduced it to 75 feet. He stated the provision can be reduced by fifteen (15) feet for every chicken less than the maximum of five allowed. He stated this gives people a little more flexibility. He stated a small change was made to the chickens shall be kept in the rear of the primary dwelling, structure, and shall (instead of should) not extend into the side yard. He stated the intent was for noise and the smell. Mayor Sullivan called for public comments. Jared Vredenburg, 104 Red Tail Drive stated he is the one that initiated the ordinance change and he thinks it is a great compromise. He stated he wanted some pets and work ethics for his children. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Selby-aye, Alderman Slinker-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderman Volkart-aye. Motion carried.

Lelande Rehard presented Council Bill No. 2021-057, an ordinance extending the Corporate limits of the City of Ashland, Missouri by annexing incorporated area; directing the City Clerk to give notice of the annexation. Alderman Lewis made motion and seconded by Alderwoman Old to take up for consideration Council Bill No. 2021-057, an ordinance extending the Corporate limits of the City of Ashland, Missouri by annexing incorporated area; directing the City Clerk to give notice of the annexation. Mayor Sullivan called for the staff report. Lelande Rehard stated this is the annexation in which you had public hearing this evening of the 15.15 acres. Mayor Sullivan called for comments from the public for people who did not get a chance to speak at the public hearing or if there is additional information. Ed Bartel 5480 East Hayes Road stated Boone County has maintained the roadway over the years and he expressed concern of Ashland having the ability to maintain the roadway. Lelande Rehard stated the City maintains two other gravel roads within the City. James Creel, Public Works Director stated we currently have 2 miles of gravel we maintain in the City limits. Tony St. Romaine stated once this property is developed it will no longer be gravel because it will have to be brought up to City street standards. Eric Kuhrt 4965 E. Woodson Harris Road stated he is not against growth of Ashland or commercial growth. He stated this will provide no tax base for the City of Ashland, fire district or the school since it will be nonprofit. He stated it will bring high crime rate into the neighborhood, it would deteriorate the area and is an unfit area for the proposed commercial growth. He stated he was against the annexation.

Rob Wolverton stated he had two comments to make. One it is his understanding Hayes Road is already being maintained by the City of Ashland because of Lakeside Ashland. He stated there will be security on site as most homes have a security system. He stated he finds it offensive that the property owners think this will generate crime. Mayor Sullivan called for questions or comments from the Board. Alderman Slinker questioned the sewer and water and who would be paying for this. Mayor Sullivan stated this goes back on the developer. He stated we have the annexation before us right now. He stated the property owner has the right to ask for this to be annexed into the City limits of Ashland. He stated Mr. Wolverton strongly desires to have this annexed into the city limits of Ashland and mainly because of the access of the sewer. Mayor Sullivan stated the sewer is on the east side of 63 and the developers will have some financial matters to work out. He stated they will develop a plan to bring this under the road. He stated the sewer revenue would be a revenue source for Ashland. Tony St. Romaine, City Administrator stated this is contiguous and within a reasonable time frame utilities will be there. He stated Lakeside Ashland is not needing sewer now but will for phase 2 of his development. He stated they will be working on the cost to bore under the

highway and potential of upgrading a lift station. Mayor Sullivan called for the vote. Alderwoman Selby-aye, Alderman Slinker-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-058, an ordinance imposing a use tax for general revenue purposes. Alderman Volkart made motion and seconded by Alderman Lewis to take up for consideration Council Bill No. 2021-058, an ordinance imposing a use tax for general revenue purposes. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated the use tax has been on their radar. He stated this has passed state legislation. He stated this allows us to collect on line sales tax and is not a new tax it is just an extension of the sales tax. He stated this would apply to amazon purchases. He stated this is the first reading and he is asking for the Board if they wish to have this question placed on the ballot for the April 2022 Municipal Elections. He gave them a projected revenue increase if this passes of approximately 10 to 15 percent with a total projection of \$100,000.00 per year. He stated if this ballot measure passes the increase will not take effect until 2023. He stated they have talked to the Chamber of Commerce and Economic Development Committee and the Planning and Zoning Commission. He stated there will be more education on this use tax to the community. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderman Volkart stated he did not like this at all. He stated he knows what it does for the city as far as revenue but we do not offer all those options for shopping in our community so we are not replacing the money. He stated it is not like this is taking away from our local stores and this is an effort to replace the sales tax revenue. He stated he felt it was a sneaky way to get our hands on money. However he stated he is in favor to putting it on the ballot and let the citizens decide. Mayor Sullivan called for public comment. Mike Frese stated on-line sales is putting local businesses out of business. He stated the citizens could vote whether they wanted this or not. He stated this will be an uphill battle to pass. He also thought Lelande Rehards number was on the conservative side. He stated we have numerous needs in transportation projects. Alderwoman Bell questioned the wording on the ballot in 2017 that was struck down a few years ago. Alderman Lewis stated going back to Alderman Volkart's comment if you shop in Jefferson City the sales tax stays there. He stated if he has to pay sales tax he would rather it come back to our community. Tony St. Romaine, City Administrator reported 160 communities have a use tax in place. He stated this tax is important and will be a benefit to Ashland and what we can get accomplished. He stated it would be an uphill battle and the ballot issue for most cities takes twice. He stated we would need to get a campaign committee since the city can't spend tax dollars on promoting a ballot issue. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Bell-aye, Alderman Lewis-aye, Alderwoman Old-aye, Alderman Slinker-aye, Alderwoman Selby-aye. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-059, an ordinance approving the re-plat for Westhoff's Addition. Alderman Lewis made motion and seconded by Alderwoman Selby to take up for consideration Council Bill No. 2021-059, an ordinance approving the re-plat for Westhoff's Addition. Mayor Sullivan called for the staff report. Dan Vandevoorde, Building Inspector stated this is a re-plat of lots 8, 9 and 10 of Gay's Addition and the submitting engineer is Luebbert Engineering. He stated this is on the corner of Redbud Lane and North Henry Clay Blvd. He stated the Planning and Zoning Commission reviewed this at the October 12 meeting and recommended approval. Mayor Sullivan called for comments from the public. Eric Fogle 4950 Soft Pit Hill Road Hartsburg, Missouri stated he opposes this re-platting of the lots. He stated at first they were talking about a buffer area like placing a fence to protect the back yard of his wife's house. He stated it is his understanding this is not going happen and he is disappointed to how Mr. Westhoff is handling this. He stated it appears the dumpsters will be within 15 to 20 feet of their house. He stated they are not getting the buffer that was previously discussed and Mr. Westhoff has backed out of this. He stated he does not want a commercial dumpster in his backyard collecting flies. He stated this degrades the quality for neighbors next door. Dan Vandevoorde stated the site plan shows a fence and it has to be there. David Westhoff developer stated this is the re-platting not the site plan. He stated the dumpster is not part of the re-platting. Mayor Sullivan stated in the site plan there is a fence shown. Dave Westhoff

stated that has never been taken away and has been in the plan from day one. Mayor Sullivan called for questions or comments from the Board. Alderman Lewis stated they discussed the garbage at the Planning and Zoning Commission meeting and this will most likely be office trash nothing like a restaurant or nuisance items. Mayor Sullivan called for the vote Alderwoman Selby-aye, Alderman Slinker-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-060, an ordinance approving the final plat for Ranken Subdivision. Alderman Slinker made motion and seconded by Alderwoman Old to take up for consideration Council Bill No. 2021-60, an ordinance approving the final plat for Ranken Subdivision. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated this is a minor re-plat property within the city. He stated this is the second time it has been through the Planning and Zoning Commission. He stated this allows the school to acquire the Ranken lot. Alderman Lewis questioned if the lines changed from the original platting. Lelande Rehard explained the difference in the two plats. He stated the Planning and Zoning Commission recommended approval of this plat. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Selby-aye, Alderman Slinker-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented Council Bill No. 2021-061, an ordinance authorizing the Mayor to enter into a cost share agreement with Missouri Highways and Transportation Commission. Alderwoman Old made motion and seconded by Alderwoman Bell to take up for consideration Council Bill No. 2021-061, an ordinance authorizing the Mayor to enter into a cost share agreement with Missouri Highways and Transportation Commission. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated this is a cost share agreement with MoDOT. He stated this project is a road extension of Perry Avenue between Industrial Drive and Ashley Drive. He stated this is part of the Ranken Project. He stated the project cost is estimated to be \$805,421 and the city's 50% share equals \$402,711.00 and the City is responsible for overruns. He stated the Economic Development Agency grant for the development of Ranken institute campus will allow a 60% reimbursement rate for the City's 50%. He stated they estimated the City's contribution to be between \$150,000 to \$200,000. He stated the entrance to Ashley Drive from Highway 63 will be removed as part of the project and the main access for Ranken Institute will be provided by the extension. He stated the City will be administrating this project. Mayor Sullivan called for public comments. Mayor Sullivan called for questions or comments from the Board. Alderwoman Old questioned how being in charge of this project would benefit us. Lelande Rehard, Assistant City Administrator stated we still have to follow the process but he felt the communication would be easier. He stated this project is not on MoDOT right of way and has no land acquisition. Mayor Sullivan called for questions or comments from the Board. Alderwoman Selby asked if this street addition brings the traffic up through the commercial neighborhood on Route Y. She expressed concern of the amount of traffic at that intersection. The Board discussed this with James Creel and Lelande Rehard. Mayor Sullivan stated MoDOT will cut off Highway 63 and it will be safer. Alderman Lewis questioned if those numbers include closing off the Highway 63 and Perry Avenue. Lelande Rehard stated it is included in the scope of the project. Mayor Sullivan called for the vote. Alderwoman Selby-aye, Alderman Slinker-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderwoman Bell-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented a resolution establishing the members and terms of the Ashland Betterment Coalition. Alderman Lewis made motion and seconded by Alderwoman Selby to take up for consideration the resolution establishing the members and terms of the Ashland Betterment Coalition. Mayor Sullivan called for the staff report. Tony St. Romaine, City Administrator as the Board recalls we dissolved Broadway Beautification Task Force at the last meeting. He stated following the recommendation of the Broadway Beautification Task Force and Missouri Main Street the Downtown Betterment Coalition (a non-profit) has been formed and approved by the Missouri Secretary of State. He stated the initial slate of Board

members to this organization have already received initial training from Missouri Main Street four or five weeks ago. He stated there will be nine members plus seven ex officio members. He stated the Coalition will need to elect officers, bring forward a funding proposal and staffing a part time Executive Director. He stated they are working with the Chamber for partially funding this but they do not have this worked out yet. He stated they could apply for grant funds for making improvements to downtown. He stated the Board's first meeting would be December 1. Mayor Sullivan questioned what roll the Board of Alderman plays in this in the future? How will the vacated spots be filled? Tony St. Romaine stated this is a not for profit and the three incorporators is himself, Darla Sapp, Jon Sanders and Lelande Rehard is the agent name. He stated the Board will unofficially accept the initial slate. He stated any vacant positions will be filled by the Ashland Betterment Coalition. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderman Slinker-aye, Alderman Volkart-aye, Alderman Lewis-aye, Alderwoman Selby-aye, Alderwoman Old-abstained as she is on this Board. Motion carried.

Mayor Sullivan presented a resolution to award a contract to Watson Concrete, Inc. for the FY 22 Curb Repair Project. Alderman Lewis made motion and seconded by Alderman Slinker to take up for consideration the resolution to award a contract to Watson Concrete, Inc. for the FY 22 Curb Repair Project. Mayor Sullivan called for the staff report. James Creel, Public Works Director stated this project was allotted \$50,000.00 thousand dollars. He stated they used the co-op bid from City of Columbia and is to replace 1,122 linear feet of curb and gutter throughout town. He stated a project of this size would take up their entire season. He stated by using the co-op they did not have to solicit bids. He stated Watson Concrete has done work for the City before and they did good work. He recommended approval for the Mayor to enter into a contract with Watson Concrete, LLC. Mayor Sullivan called for public comment. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Bell-aye, Alderman Lewis-aye, Alderwoman Old-aye, Alderman Slinker-aye, Alderwoman Selby-aye. Motion carried.

Mayors Report:

Mayor Sullivan stated he had no report tonight.

City Administrator's Report:

Lelande Rehard, Assistant City Administrator stated we have been awarded a traffic study grant from MoDOT for the intersection at Liberty Lane, South Henry Clay and Main Street. He stated we received our first round of ARPA funds in the amount of \$400,000 thousand dollars and they will be breaking down projects this fall within the federal guidelines. He stated Jon Sanders our Treasurer is going to take training on the guidelines and reporting of these funds.

Tony St. Romaine, City Administrator stated during the budget we discussed recodification of the city code. He stated the current code is hard to access and is not searchable. He stated they have drafted a request for qualification's that was sent out this week. He stated it is approximately 1,100 pages. He stated he will be excited to get this work done. He stated the subdivision, zoning and storm water codes are currently being rewritten and hopes to incorporate those in the codification as well.

City Attorney's Report:

Nathan Nickolaus, City Attorney explained how the process works in codifying ordinances. He stated they take a model code and splice it into our code with the missing pieces.

Public Works Director's Monthly Report:

James Creel gave an update on the progress of the construction of the Route M/Henry Clay Blvd. round-about project. He stated the plan is to get Broadway opened sooner. He stated they are wrapping up other projects at the end of the season. He stated him and Lelande are working on the bids for the ball field

renovation and getting the veterans memorial wrapped up before winter. Mayor Sullivan questioned if Mr. Creel was aware what is going on over on Middleton. He stated he did and would be working with Lelande on this.

Board of Aldermen's Reports:

Alderman Slinker questioned the status of the Middle Creek sewer study results. Lelande Rehard stated they have a draft report and will be moving to a final draft to bring to the Board.

Alderman Slinker questioned the status of the speed limit signs in Sunset Meadows. James Creel, Public Works Director reported they have been working on the street patches as weather permits but will get this done soon.

Alderman Slinker discussed a pot hole on North Henry Clay Blvd. at Optimist Drive needing some attention. James Creel reported this is partially on the City Street and partially on the Optimist Drive. He stated they have reached out to Barrett Glascock with the Optimist Club on this matter. He stated they would work in conjunction with the Optimist Club. Barrett Glascock was in attendance via zoom and stated he would meet James Creel and Lelande Rehard at this site this week to look at this issue.

Mayor Sullivan stated we should put up a sign that says City Maintenance ends so people will know it is not City maintained. James Creel stated he would mirror what the County does.

Alderman Slinker stated he has received several complaints on the derelict cars yard at 710 West Broadway. Dan Vandevoorde stated this is across from West Oaks Subdivision and he has looked into this and these cars are being worked on and there is no code violation. Alderman Slinker stated some of them have not been moved for a long time. He questioned if we could make them put up a fence. Dan Vandevoorde stated we do not have any code to make them put up a fence. Nathan Nickolaus stated he has some model ordinances on derelict vehicles for the Board to look at. Mayor Sullivan stated he has noticed other areas of town with wrecked vehicles and cars up on jacks. Alderman Volkart questioned if these cars are parked on gravel driveway or on grass? Alderman Slinker reported under carport and on gravel. Alderman Lewis stated he has been approached also. He stated he drove by there and felt this was infringing on the property owners rights and this is a hobby. He stated he is uncomfortable to pass anything to target them. Alderwoman Old stated she agrees with Alderman Lewis. Alderwoman Selby stated the aesthetics of property is worse than cars in a driveway. She stated the house of Broadway has had a blue tarp for a year. She stated maybe we should look at the whole picture.

Alderman Slinker suggested next year during the Pumpkin Fest we have an officer at the four way stop on West Broadway to flag traffic through. He stated it was backed up pretty far.

Alderman Slinker stated they had 20 people confirmed to set up booths at the Optimist Club "Spooktacular" event. He stated it should be an exciting time.

Mayor Sullivan called for additional comments from the public, board or staff.

Mike Frese stated the reports James Creel gives is not seen by the public until two weeks after the meeting.

Mike Frese stated the neighborhood he moved into the contractor did not put in a second meter for an irrigation system. He stated it was never mentioned at the time of getting a building permit. He asked if the City would consider doing a five month average on the sewer bill as Columbia does. Mayor Sullivan stated he does not mind getting the logistics on how it would work. He stated he would discuss the current process with Lelande and get back with Mr. Frese.

Mayor Sullivan stated he has been dealing with family health issues and has not been able to respond to e-mail or text messages.

Mayor Sullivan called for the vote to adjourn. Alderman Lewis made motion and seconded by Alderman Slinker to adjourn the meeting. Mayor Sullivan called for the vote. Motion carried.

Darla Sapp, City Clerk

Richard Sullivan, Mayor



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehardf

Board Meeting Date: November, 2 2021

Re: No Parking on North side of Redtail Dr.

EXECUTIVE SUMMARY: Staff has prepared an ordinance to create a no parking zone on the north side of Red Tail Dr. from South Henry Clay Blvd to Eagle Point Dr.

DISCUSSION

Staff has become aware of issue regarding cars parked on both side of Redtail Dr. severely limiting access to the subdivision. It has been reported that school busses are unable to pass through Redtail Dr. when cars are parked on both sides of the road.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): Minimal

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Staff recommend the Board of Alderman approve the ordinance creating a no parking zone on the north side of Redtail Dr. from South Henry Clay Blvd to Eagle Point Dr.

AN ORDINANCE TO AMEND CHAPTER 20, TRAFFIC CODE, SCHEDULE III. PARKING
RESTRICTIONS OF THE CODE OF THE CITY OF ASHLAND

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

Section 1. Chapter 20 of the Ashland City Code is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

SCHEDULE III. Parking Restrictions

No person shall park a vehicle on the north side of East Red Tail Drive from South Henry Clay Blvd. to
Eagle Point Drive.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: October 19th, 2021

Re: Chapter 27 Ordinance Revision

EXECUTIVE SUMMARY:

Per the request of a citizen and direction of the BOA City staff was instructed to propose an Ordinance change for 27.025 Keeping near dwelling. Specifically, the location requirement for a chicken coop.

DISCUSSION:

Currently the provision of distance requirement for the location of a chicken coop is 100' from another dwelling house. With the current trend of new single family lots being somewhat smaller than of those in the past lowering the minimum for 5 chickens as allowed will allow citizens more flexibility. The intent of this ordinance is to help mitigate the possibility of sounds and smells associated with a chicken coop. To stay within the intent, lowering the distance in correlation with the number of chickens provides a good compromise to those that have small rear yards and wish to have a few chickens. If you have less than 5 chickens then you can reduce the minimum distance by 15' for every chicken less than 5.

FISCAL IMPACT:

Short Term Impact: NA

Long Term Impact: NA

SUGGESTED BOARD ACTION:

Staff recommends: Staff recommends approval.

AN ORDINANCE AMENDING CHAPTER 27, SECTION 27.025 KEEPING NEAR
DWELLINGS OF THE CODE OF THE CITY OF ASHLAND

WHEREAS, The Board of Aldermen has reviewed Chapter 27, Animals and recommended amendments; and

WHEREAS, The City of Ashland Board of Aldermen has reviewed the recommended changes provided by City Staff and after some discussion has agreed to the following amendments; and

WHEREAS, the City of Ashland Board of Aldermen understand that there may be more restrictive covenants or other deed restrictions that are in place.

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

Section 1. Chapter 27 of the Ashland City Code is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

27.025 Keeping near dwellings

It shall be unlawful for any person to keep any livestock or chickens in an outdoor enclosure or pasture, the exterior boundary of which is within ~~one hundred (100)~~ seventy-five (75) feet of the dwelling house of another. This provision can be reduced by fifteen (15) feet for every chicken less than the maximum 5 allowed. Chickens shall be kept in the rear of the primary dwelling structure, and ~~should~~ shall not extend into the side yard. (amended by Ordinance No. 861 on 9-07-2010)

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF ASHLAND,
MISSOURI BY ANNEXING UNINCORPORATED AREA; DIRECTING THE CITY CLERK
TO GIVE NOTICE OF THE ANNEXATION

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

Section 1. The Board of Aldermen hereby finds that a verified petition was filed with the City on September 20, 2021 requesting annexation of land that is contiguous and compact to the existing corporate limits of the City and that is described in Section 4 of this Ordinance. This petition was signed by the owners of the fee interest of record in the land proposed to be annexed. A public hearing was held concerning this matter on October 19, 2021. Notice of this hearing was published more than fourteen days prior to the hearing in a newspaper of general circulation qualified to publish legal matters. At the public hearing all interested persons, corporations and political subdivisions were permitted to present evidence regarding the proposed annexation.

Section 2. The Board of Aldermen determines that the annexation is reasonable and necessary to the proper development of the City and that the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time.

Section 3. The Board of Aldermen determines that no written objection to the proposed annexation has been filed within fourteen days after the public hearing.

Section 4. The Board of Aldermen hereby extends the city limits by annexing the land described as 15.15 acre tract located off of E. Log Providence Road on E. Hayes Road. The tract of land in the Northwest Quarter of Section 27, Township 47 North, Range 12 West, Boone County records being shown and described as by the Survey recorded October 10, 2017 as instrument No. 2017020867 in Book 4813, Page 183, Records of Boone County, Missouri-Parcel Number 21-800-27-00-002.00. Appendix "A" of Chapter 1 of the City Code is hereby amended to include the land described above.

Section 5. The City Clerk is hereby authorized and directed to cause three certified copies of this ordinance to be filed with the Clerk of Boone County, Missouri and three certified copies with the Assessor of Boone County, Missouri. The City Clerk is further authorized and directed to forward to the Missouri Department of Revenue, by registered or certified mail, a certified copy of this ordinance and a map of the City clearly showing the area annexed into the City.

Section 6. The property described in Exhibit "A" is located in Ward One.

Section 7. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2021.

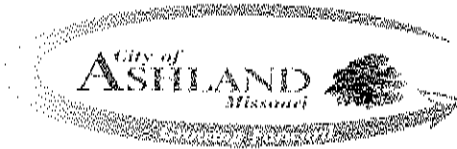
Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: 10/19/2021

Re: Use Tax

EXECUTIVE SUMMARY:

This ordinance would place the question of whether the City of Ashland should have a Use Tax on the ballot for the April 2022 Municipal Election.

DISCUSSION:

During the 2021 the State of Missouri made the collection sales tax on online sales possible for local governments after 2023. Local sales tax can be collected on online sale if a local government has a use tax in place. A use tax is a mechanism for extending a sales tax rate to purchases made remotely (typically online). Currently a resident shopping locally pays 2.5% sales tax for the City of Ashland, when a resident makes a purchase online, for example Amazon, the city does not collect sales tax. Our sales tax is the primary funding source for police, public works, parks, and stormwater. Estimates for the percentage of sales online has ranged from 10-15% over the last 3-5 years. A use tax levels the playing field between local brick and mortar business and online businesses. It also helps bring in needed revenue for community priorities.

Projected Increase in Sales Tax Revenue from a Use Tax			
	FY 2022 Projected	10% Increase	15% Increase
General (1%)	\$420,000	\$42,000	\$63,000
Transportation (.5%)	\$210,000	\$21,000	\$31,500
Capital (.5%)	\$210,000	\$21,000	\$31,500
Parks/Stormwater (.5%)	\$210,000	\$21,000	\$31,500

The projected revenue increases that would take effect in 2023 would increase the City's ability to hire new staff, complete more street maintenance projects, maintain an efficient fleet, and save for large transportation projects.

City staff will work to educate the community on what a Use Tax is, estimated revenue, and how the revenue would be used.

FISCAL IMPACT:

Short Term Impact: \$0

Long Term Impact: Approximately \$105,000 additional sales tax revenue per year.

SUGGESTED BOARD ACTION:

Staff recommends approval of ordinance placing the question of adopting a Use Tax for the City of Ashland on the April 2022 Municipal Election ballot.

AN ORDINANCE IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES

An ordinance of the City of Ashland, Missouri, imposing a use tax for general revenue purposes at the rate equal to the total local sales taxes in effect for the privilege of storing, using or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; providing for the use tax to be repealed, reduced or raised in the same amount as any city sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the General election called and to be held in the City on April 05 , 2022.

WHEREAS, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the total rate of 2.5%; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary, or special election;

NOW, THEREFORE, be it ordained by the Board of Aldermen of Ashland as follows:

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be equal to the total local sales tax in effect. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of Ashland, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the General election hereby called and to be held in the City on Tuesday, the 5th day of April, 2022. The ballot of submission shall contain substantially the following language:

Shall the City of Ashland, Mo. impose a local use tax at the same rate as the total local sales tax rate, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

☐ Yes

☐ No

If you are in favor of the question, place an "X" in the box opposite "Yes."

If you are opposed to the question, place an "X" in the box opposite "No."

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of (City), Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form.

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: October 19th, 2021

Re: Minor replat of lots 8,9 & 10 of Gay's Addition

EXECUTIVE SUMMARY:

Minor Replat of property at/near Redbud and Henry Clay. Submitting engineer is Luebbert Engineering with City engineer performing the review.

DISCUSSION:

This replat is to combine 3 lots into 1 for Westhoff Rentals LLC to allow for a commercial building project.

FISCAL IMPACT:

Short Term Impact: NA

Long Term Impact: NA

SUGGESTED BOARD ACTION:

Staff recommends: Staff recommends approval as it was approved by the Planning & Zoning Commission on October 12th

MEMORANDUM

DATE: October 13, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of Westhoff Addition Replat parcel ID# 24-220-00-02-060,059,061 to the City of Ashland Board of Aldermen.

Leslie Martin
Administrative Assistant

AN ORDINANCE APPROVING THE REPLAT FOR WESTHOFF'S ADDITION

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the replat for Westhoff's Addition at their meeting on October 12, 2021; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

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

Section 1. The final plat of the replat for Westhoff's Addition meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

Section 2. The legal description of the subdivision is as follows:

A tract of land in the southeast ¼ of Section 10, Township 46 North, Range 12, West, Boone County, Missouri. Said tract of land being part of Lots 8, 9, and 10, Block 3 of Gay's Addition to the Town of Ashland recorded in Book 38, Page 89, Boone County, Missouri. Said tract of land is described by the Warranty Deed recorded in Book 4787, Page 93 of the Boone County, Missouri records and is more particularly described as follows:

Beginning at the southwest corner of said Lot 10, thence N1°-40'-40"E, along the west line of said Lot 10, 159.95 feet; Thence S87°-58'-00"W, 262.40 feet; thence along the west right-of-way line of Henry Clay Boulevard being old Highway 63 South; S31°-53'-00"W 84.05 feet , and along a 925.00 foot radius curve to the right 103.915 feet (chord=S35°-06'-35"W 103.85 feet); thence N87°-58'-00"W, along the north right-of-way line of Redbud Lane. 162.90 feet to the point of beginning and containing 0.789 acres.

Section 3. The City Clerk is hereby instructed to have the plat recorded.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Community Development

To: Board of Alderman

From: Dan VandeVoorde

Board Meeting Date: October 19th, 2021

Re: Subdivision Replat (Ranken) REVISED

EXECUTIVE SUMMARY:

Minor Replat of property on Perry Avenue known as Ranken Subdivision. Property owner is P&M Properties LLC with Engineering Surveys & Services as engineer of record with City engineer performing the review. This is a replat from the previous approved replat from June.

DISCUSSION:

This is a replat of 3 lots. Lot 1 consists of 5 acres that will be the site for Ranken.

Site 2 consists of approx. 10.56 with lot 3 being a 15.80 acre parcel.

FISCAL IMPACT:

Short Term Impact: NA

Long Term Impact: NA

SUGGESTED BOARD ACTION:

Staff recommends: Staff recommends approval as it was approved by the Planning & Zoning Commission on October 12th

MEMORANDUM

DATE: October 13, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of Ranken Subdivision Final Plat parcel ID# 24-600-00-02-001.00 01 & 24-600-00-00-005.00 01 to the City of Ashland Board of Aldermen.

Leslie Martin
Administrative Assistant

AN ORDINANCE APPROVING THE FINAL PLAT FOR RANKEN SUBDIVISION

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the final plat for Ranken Subdivision at their meeting on October 12, 2021; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

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

Section 1. The final plat of Ranken Subdivision meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

Section 2. The legal description of the subdivision is as follows:

A subdivision located in the Northwest Quarter of the Southwest Quarter of Section 14, T46N, in Ashland, Boone County, Missouri. Being Lot 1 of Chateau Estates-Plat 1 recorded in Plat Book 34, Page 61 of the Tract described by Warranty Deed recorded in Book 4863 Page 167, further described as follows:

Beginning at the Southeast Corner of Lot 905 of Lakeview Estates Plat 9 recorded in Plat Book 53 page 67; thence along the lines of the Deed recorded in Book 4883 Page 167 and Lot 1 of Chateau Estates-Plat 1, S2°40'10"W 1342.81 feet; Thence N87°52'20"W 1010.32 feet to the easterly right-of-way line of Perry Avenue; Thence along said line, N 1°48'10"E 1134.94 feet; Thence N3°32'30"E 201.85 feet to the Southwest corner of Lot 3 of Lakeview Estates-Plat 1 recorded in Plat Book 29, Page 54; Along the south line of Lakeview Estates-Plat 1, Lakeview Estates-Plat 7, and Lakeview Estates Plat 8, S 88°13'20"E 1024.16 feet to the point of beginning and containing 31.36 acres.

Section 3. The City Clerk is hereby instructed to have the plat recorded.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: 10/19/2021

Re: Perry Ave. Extension Cost-Share Agreement

EXECUTIVE SUMMARY:

The City of Ashland's Cost-Share Application to the Missouri Department of Transportation was successful and MODOT has prepared a Cost-Share Agreement for the city.

DISCUSSION:

The total project cost for this road extension is estimated at \$805,421.00. The city's 50% share equals \$402,711.00 and the city is responsible for any cost overruns. The Economic Development Agency grant for the development of the Ashland Ranken Insitutue campus will allow a 60% reimbursement rate for the city's 50% share (up to \$350,000.00). City staff estimates the city's contribution to be between \$150,000 to \$200,000. This project is to be bid, inspected, and managed by the City of Ashland.

The extension of Perry Ave/Industrial Dr. to Ashley Dr. is a vital component of the Ranken Project. The entrance to Ashley Dr. from Highway 63 will be removed as part of the project and the main access for the Ranken Institute will be provided by the extension. City staff has worked closely with MODOT, EDA, and MMRPC in ensure that both grants can be used to fund the project.

FISCAL IMPACT:

Short Term Impact: \$150,000.00 - \$200,000.00

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the ordinance to enter into a cost-share agreement with MODOT for the construction of the Perry Ave. Extension Project.

COUNCIL BILL NO. 2021-061

ORDINANCE NO. 1385

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COST SHARE
AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

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 cost share agreement with the Missouri Highways and Transportation Commission for the Perry Avenue Extension. The form and content of the Agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

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

Dated this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified:

Perry Ave. Extension, Boone County
Project No. J5S3590
City of Ashland
Agreement No. 2021-07-64613

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT¹**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Ashland (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on June 17, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* for the Perry Avenue Extension project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Perry Avenue Extension, Boone County, Job No. J5S3590, shall consist of extending Perry Avenue from Ashley Drive to Industrial Drive and removing the existing at-grade access at Liberty Lane to Route 63.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Perry Avenue extension beginning approximately 1850' south of Route Y to existing Ashley Drive/Perry Avenue intersection. Liberty Lane is approximately 150' south of Ashley Drive and intersects northbound US-63.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) IMPROVEMENT WITHIN CITY: The portion of the improvement on City right of way is located as follows:

Approximately 1850' south of Route Y to Ashley Drive.

(4) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree as follows:

- (A) The Entity shall be responsible for all aspects of the project including design engineering, acquisition of right of way, relocation of utilities, letting the project, construction, and inspection of the project.
- (B) The Entity shall follow the Commission's Local Public Agency (LPA) policy and procedures for all aspects of the project.
- (C) The Entity shall provide preliminary and final design engineering for the preparation of detailed right of way plans, construction plans and project specifications. This includes coordination with all public and private utility owners within the project limits and relocation of utilities impacted by the project. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards and specifications. Said plans shall not be changed in concept or scope without prior approval of the Commission.
- (D) The Entity shall acquire any additional right of way required for the project and in doing so agrees that it will comply with applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the act.
- (E) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's concurrence in award. The Entity shall submit all required bid concurrence documentation to the Commission at least two (2) weeks prior to the Commission Meeting in which the Entity seeks to request award. If the Entity awards the construction contract without obtaining concurrence, the Commission is under no obligation to continue participation in the cost of the project.
- (F) The Entity shall secure all required federal, state and local permits as required for design and construction of the improvements. Prior to entering onto the Commission's right of way to perform any obligation under this Agreement, the Entity shall obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.
- (G) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform

to the current criteria and requirements established and adopted by the Commission and in accordance with current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which will be furnished by the Commission upon request and absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials (AASHTO).

- (H) The Commission will provide preliminary engineering review, right of way acquisition review and construction engineering review of the project to ensure compliance with the Commission's policies and procedures.

(5) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the parties agree as follows:

- (A) The estimated total cost of the project is eight hundred five thousand four hundred twenty-one dollars (\$805,421.00). The total project costs include preliminary engineering, preliminary engineering review, utilities, project construction, construction engineering and construction engineering review. Any right of way costs incurred for this project are ineligible for Cost Share participation. The details of the estimated cost breakdown are shown below in Exhibit B, which is incorporated herein and attached hereto.
- (B) The Commission will pay for fifty percent (50%) of the total project cost, not to exceed four hundred two thousand seven hundred ten dollars (\$402,710.00). Of this amount, the Commission shall provide three hundred ninety-two thousand seven hundred ten dollars (\$392,710.00) from the Commission's Cost Share program, seventy-nine thousand eight hundred sixteen dollars (\$79,816.00) available in State Fiscal Year 2021, three hundred twelve thousand eight hundred ninety-four dollars (\$312,894.00) available in State Fiscal Year 2022, and preliminary and construction engineering review services by its Central District and Central Office personnel estimated to total ten thousand dollars (\$10,000.00).
- (C) The Entity shall be responsible for fifty percent (50%) of the total project cost, currently estimated at four hundred two thousand seven hundred eleven dollars (\$402,711.00). The Entity shall be responsible for the balance of the total project cost in excess of eight hundred five thousand four hundred twenty-one dollars (\$805,421.00).
- (D) The Entity will receive credit for the actual cost incurred for preliminary engineering services, currently estimated at ninety-four thousand dollars (\$94,000.00).. The Entity shall provide documentation of the costs for preliminary engineering services in accordance with the Commission's LPA Policy.
- (E) The Entity shall be responsible for all project cost overruns. Underruns on the

Cost Share eligible portion of the project will be allocated to the Commission and the Entity based on a pro rata share.

- (F) The Entity may request reimbursement from the Commission after eligible costs are incurred. Requests for reimbursement shall be submitted no more than monthly after July 1st, 2021, the beginning of State Fiscal year 2022.

(6) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Entity will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the Commission, any necessary right-of-way required for the construction of the improvement.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (7) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(9) DRAINAGE: The Entity will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The Entity shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Entity constructs within the limits of highway right-of-way to the extent of the Entity's authority and control of the storm sewer facilities or natural drainage involved.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(11) COMMISSION REPRESENTATIVE: The Commission's Central District

Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(12) ASSIGNMENT: The Entity shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(15) PLANS AND CONSTRUCTION: The Entity shall be responsible for preparation of plans, specifications, and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(16) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Entity based on its pro rata share of the investment.

(17) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission unless otherwise agreed upon by the parties in a separate agreement.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(20) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(21) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(22) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(23) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(24) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(27) NOTICES: Any notice or other communication required or permitted to be

given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Machelles Watkins, PE
Central District Engineer
1511 Missouri BLVD, PO Box 718
Jefferson City, MO 65102
Email: machelles.watkins@modot.mo.gov

Entity to: City of Ashland
Attn: Lelande Rehard
Assistant City Administrator
109 East Broadway
Ashland, MO 65010
Email: assistantcityadmin@ashlandmo.us

or to such other place as the parties may designate in accordance with this Agreement.

(28) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(29) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the

sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

*[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on
Following Page]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____ (date).

Executed by the Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ASHLAND

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Exhibit A – Location of Project

City of Ashland

Extension of Perry Avenue gap and removal of Liberty Lane at-grade entrance to northbound Route 63

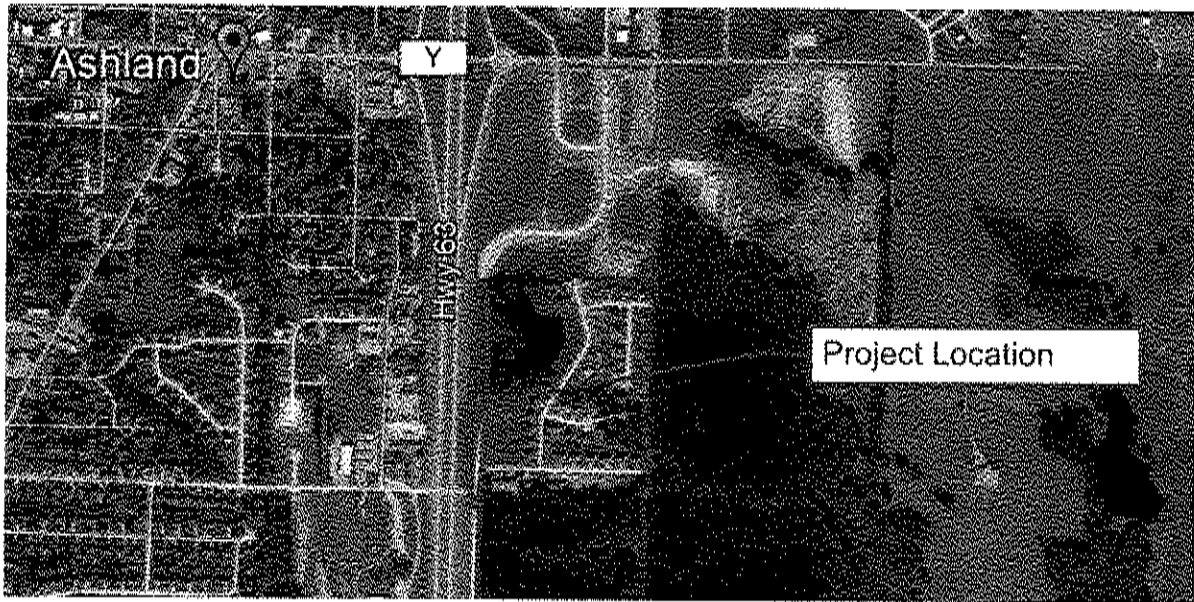


Exhibit B

Project Name: Perry Avenue Extension
MoDOT Project Number: J5S3590
Description: Extend Perry Avenue and remove an at-grade entrance along Route 63
Total Project Cost Estimate: \$805,421
Local Entity: City of Ashland

	Current Estimate	Cost Share/Participation Eligible
Preliminary Engineering	\$94,000	\$94,000
Preliminary Engineering Review (MoDOT)	\$5,000	\$5,000
Right of Way Acquisition (including easements)	\$0	Not Cost Share Eligible
Right of Way Incidentals	\$0	Not Cost Share Eligible
Utilities	\$10,000	\$10,000
Construction	\$628,421	\$628,421
Construction Engineering	\$63,000	\$63,000
Construction Engineering Review (MoDOT)	\$5,000	\$5,000
Total	\$805,421	\$805,421

Project Responsibilities:

Design	City of Ashland
Right of Way Acquisition	City of Ashland
Letting	City of Ashland
Inspection	City of Ashland

Financial Responsibilities:

District	\$10,000	1%
Cost Share Funds	\$392,710	49%
City of Ashland	\$402,711	50%
Total:	\$805,421	100%

How are overruns and underruns handled?

All overruns are to be the responsibility of the Entity, the City of Ashland.
 All under runs are to be shared by the Entity and the Commission based on a pro rata share.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: 11/02/2021

Re: Route M/Henry Clay Blvd Roundabout Overrun 2

EXECUTIVE SUMMARY:

As the MODOT Route M/Henry Clay roundabout project progresses the project has accumulated numerous underruns and overruns as issues have come forward. Overruns: \$35,514.30.

DISCUSSION:

During a complex intersection projects issues and changes will happen. City staff has worked closely with the MODOT, the contractor, and effected properties owners to evaluate needed changes. Staff is committed to keeping the cost of the project down while still ensuring the quality of the final product.

This is the second change order for this project. As MODOT works through their process and the contractor moves to the south side of the intersection there will be additional overruns and underruns. Some of the future underruns we anticipate may cancel out these and future overruns. This overrun covers the cost for the installation of the wall and stairs on Mr. Collin's property.

All overruns and underruns will be reconciled at the end of the project by MODOT and presented in whole to the City before being added to the City's MODOT loan payment for the project.

FISCAL IMPACT:

Short Term Impact: \$35,514.30

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of resolution authorizing overruns for the Route M and Henry Clay Roundabout project.

11-02-2021

A RESOLUTION AUTHORIZING CHANGE ORDER #2 FOR SAM GAINES
CONSTRUCTION, INC. FOR THE ROUTE M/HENRY CLAY BLVD. ROUNDABOUT

Whereas, the MoDOT Route M/Henry Clay Blvd. roundabout project has accumulated numerous underruns and overruns as issues have come forward. The overruns total are \$35,514.30.

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

Section 1. The Mayor is hereby authorized to execute the change order with Gaines Construction, Inc. as attached and marked as Exhibit "A".

Passed this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CHANGE ORDER

Date: October 28, 2021
Page 1 of 2

TO: Sam Gaines Construction, Inc. Contractor

Change Order No.
Contract ID
Federal Project No.
Route
County

Change Order Type
Federal Oversight

0003
210416-006
FAS-S402(014)
M
BOONE
Resident Engineer
Approval
NO

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT:

ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER

PROJECT NUMBER	LINE ITEM NUMBER	ITEM CODE	CATEGORY NUMBER	DESCRIPTION	UNITS	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
J053378	0130	0044011	0001	PIPE COLLAR, TYPE A	EA	2.000	3.000	1.000	\$500.00000	\$500.00	
	0470	2250315A	0001	15 IN. PIPE GROUP B	LF	275.000	300.000	25.000	\$55.00000	\$1,375.00	
	5005	1094000	0001	FORCE ACCOUNT	EA	0.000	10,109.300	10,109.300	\$1.00000	\$10,109.30	
	2008	5085901	0001	MISC	LS	0.000	1.000	1.000	\$23,750.00000	\$23,750.00	
SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:											

CONTRACT AMOUNT
OVERRUN THIS ORDER
OVERRUN PREVIOUS ORDERS
TOTAL OVERRUN TO DATE
TOTAL

\$1,571,073.65
\$35,514.30
\$30,719.87
\$74,233.17
\$1,645,306.72

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

Sam Gaines Construction, Inc.
CONTRACTOR

Contractor's Authorized Representative

Approved - Resident Engineer
Daniel J Oesch

Change Order Reasons

Change Order No. 0003

Contract ID 210416-D05

LINE ITEM NUMBER	REASON CODE	Description and Reason for Change
0130	DE	DE – Line Number 0130 – Pipe Collar, Type A – Overrun – An increase of 1 EA. of Pipe Collar, Type A was needed. In the plan sheets, a Pipe Collar, Type A was called for P-11 and the B2 sheets didn't have this Pipe Collar, Type A for P-11 on them. This brings the field measured quantity for Pipe Collar, Type A to 3 EA.
0470	DE	DE – Line Number 0470 – 15 IN. Pipe Group B – Overrun – 21 LF of additional 15 IN. Pipe Group B was needed so P-13 could be extended to replace a deteriorated piece of pipe that P-13 was supposed to connect too. The City of Ashland approved this change. This brings the field measured quantity for 15 IN. Pipe Group B to 300 LF.
5005	DF	DF – Line Number 5005 – Force Account Subgrade Stabilization – Extra Work – Settlement of costs based on the agreed price of \$1.00 per each as outlined in 2021 Missouri Standard Specification 109.5 - Force Account Computation which includes all equipment, material, and labor. Force account work was necessary to establish sufficient subgrade stabilization for phase one for the installation of the roundabout in Ashland, Missouri. The unsuitable subgrade was unknown at the time of bidding and as a cost share with the City of Ashland they chose to move forward with an agreed upon price via Force Account. Final compensation for this work will be calculated in accordance with Section 109.5 of the Missouri Standard Specifications for Highway Construction. The extra work resulted in a final field measured quantity of 10109.30 for Line No. 5005.
5006	DE	DE – Line Number 5006 – Wall, Stairs, and Handrail – Extra Work – Settlement of cost based on the agreed unit price of \$23,750.00 per Lump Sum as outlined in section 109.4.2 of the 2021 Missouri Standard Specifications for Highway Construction which includes all equipment, material and labor. A wall, set of stairs and handrail was needed in front of Parcel 2 within this contract, due to a design error, to keep MoDOT within their right of way without significantly changing the slope of Parcel 2's yard. This price and construction were approved by the City of Ashland. The extra work resulted in a final quantity of 1 lump sum in the amount of \$23,750.
		Variable height wall 109' long at \$150.00 per LF Total = \$16,350.00
		Stairs \$5,000.00
		Handrail \$1,600.00
		Total \$23,750.00



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: November 2, 2021

Re: Contract with American Digital Security for Access Control and Cameras.

EXECUTIVE SUMMARY: An RFP was issued by the City on September 29, 2021 for a vendor to install access control and cameras for Ashland Municipal Center. Two proposals were received by the deadline of October 18, 2021. Vendors submitting proposals were American Digital Security and Elliot Data Systems.

DISCUSSION: A selection/review committee was formed consisting of the city engineer, police chief, and assistant city administrator reviewed and scored the proposals. Staff has selected American Digital Security to recommend for awarding the contract. Evaluation sheets are attached.

The project will be funded by the sale of the APD lot that is currently under contract.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$56,235.70

Long Term Impact: \$0

SUGGESTED BOARD ACTION: Staff recommends approval of the legislation for an agreement with American Digital Security for the installation of access control and cameras.

RESOLUTION 11-02-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
AMERICAN DIGITAL SECURITY FOR THE INSTALLATION OF ACCESS CONTROL
AND CAMERA'S FOR THE MUNICIPAL CENTER

Whereas, The City staff reviewed two proposals from vendors for the installation of access control and cameras.

American Digital Security-\$56,235.70

Elliott Data Systems LLC-\$52,894.35

Whereas, The review committee scored the proposals and selected American Digital Security.

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 contract with American Digital Security for the installation of access control and cameras for the Municipal Center as set out in the contract and marked as Exhibit "A".

Passed and adopted this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

CONTRACT AGREEMENT

THIS AGREEMENT, made this 3rd day of November, 2021,
by

and between City of Ashland, Missouri, hereinafter called "Owner"
and American Digital Security, hereinafter called
"Contractor" organized and existing under the laws of the State of Missouri doing
business as

() Individual (X) Corporation () Partnership () Joint Venture (indicate as applicable).

WITNESSETH: That for and in consideration of the payments and agreements herein after
mentioned:

1. The Contractor will commence and complete the installation of **Ashland Municipal Center and Police Department Cameras and Access Control** as described in the attached Exhibits (Estimate Response dated 10/21/2021).
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will promptly commence the work required by the Contract Documents and will complete the work described no later than 90 calendar days from the date of the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of (in words and figures):

Fifty-Six Thousand and Two Hundred and Thirty-Five Dollars and Seventy Cents
(\$56,235.70)

5. The term "Contract Documents" means and includes the following: RFP Response Dated 10/21/2021; Information to Bidders (Bid & Bid Bond); Contract Agreement; General Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order; Drawings and Specifications prepared by the City of Ashland, and Addenda

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____.

6. The Owner will pay to the Contractor in the manner and at such times as forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Ashland, Missouri

(SEAL)

Signature _____

ATTEST:

Print Name _____

Print Name _____

Title _____

Title _____

CONTRACTOR:

(SEAL)

Signature _____

ATTEST:

Print Name _____

Print Name _____

Title _____

Title _____

Address _____

Employer Identification Number

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Individual, Corporation, Partnership, Joint Venture)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Ashland, Missouri
(Name of Owner)

109 East Broadway, P.O. Box 135, Ashland, Missouri 65010
(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof, for the construction of:

Project Title: _____

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner (or with the Government in the event the Government is performing the obligations of the Owner), with or without notice to the Surety, and during the one-year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner and Government from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner and Government all outlay and expense which the Owner and Government may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the Principal and Surety hereunder, to the Government, shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the Owner, provided, however, that the Government may, at its option, perform any obligations of the Owner required by the Contract.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the Contract or the work to be performed thereunder, or the Specifications and Drawings accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications and Drawings.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the Contract not increasing the Contract Price more than twenty (20) percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract so amended. The term "Amendment", wherever used in the Bond, and whether referring to this Bond, the Contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner or Government, and the Principal, shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner and Government are the only beneficiaries hereunder.

IN WITNESS WHEREOF, the instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Individual, Corporation, Partnership, Joint Venture)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Ashland, Missouri
(Name of Owner)

109 East Broadway, P.O. Box 135, Ashland, Missouri 65010
(Address of Owner)

hereinafter called Owner and the United States of America or State of Missouri hereinafter referred to as Government, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof, for the construction of:

Project Title: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work including that by a Subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct contract with the Principal or its Subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the Specifications.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal (or with the Government in the event the Government is performing the obligations of the Owner), shall have given written notice to any two of the following: The Principal, the Owner or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner or Government and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly
authorized and acting legal representative of: City of Ashland, Missouri,
do hereby certify as follows:

I have examined the foregoing contract(s) of:

(Contractor)

and surety bonds and the manner of execution thereof, and I am of the opinion that each of the
aforesaid agreements have been duly executed by the proper parties thereto acting through
their duly authorized representatives; that said representatives have full power and authority to
execute said agreements on behalf of the respective parties named thereon; and that the
foregoing agreements constitute valid and legally binding obligations upon the parties executing
the same in accordance with terms, conditions and provisions thereof. In addition, I have
examined the Certificate of Insurance for amounts and coverages per the requirements of the
General Conditions/Supplemental General Conditions of the Contract Documents and find that
adequate insurance is in full force and effect.

(Project Attorney)

(Date)

(Address)

NOTICE OF AWARD

TO: _____

PROJECT: _____

The Owner has considered your Bid submitted by you for the above described work in response to its Notice for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice, or unless otherwise notified. If you fail to execute said Agreement and to furnish said Bonds, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid abandoned and as a forfeiture of Bid. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

OWNER: City of Ashland
109 East Broadway, P.O. Box 135
Ashland, MO 65010

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

CONTRACTOR: _____

Address _____

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification Number

NOTICE TO PROCEED

TO: _____

PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work before _____.

If you fail to fully complete the work, the Owner will be entitled to assess liquidated damages the sum of \$_____ for each consecutive calendar day thereafter the indicated date of completion.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

OWNER: City of Ashland
109 East Broadway, P.O. Box 135
Ashland, MO 65010

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

Address _____

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification Number

AFFIDAVIT-COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of Missouri, personally came and appeared _____

_____ of the _____
(Name and Title) (Company Name)

(a corporation) (a partnership) (a proprietorship), and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. _____ or Annual Wage No. _____ issued by the Division of Labor Standards on project _____ (Name), _____ (Job Number), _____ County, Missouri and completed on the _____ day of _____, 20____.

Signature

Subscribed and sworn to me this _____ day of _____, 20____.

My commission expires _____, 20____.

(SEAL)

Notary Public

PARTIAL PAYMENT ESTIMATE NO. _____

Project _____ Sheet _____ of _____

Contract Days _____

Days Used _____

Days Remaining _____

Completion Date _____

% Complete _____

Contract \$ _____

Total Change Orders \$ _____

New Contract Amount \$ _____

From _____ 20____ to _____ 20____

(Owner) of _____ County
State of Missouri_____
(Contractor) Address

Application is made for Payment, as shown below, in connection with the Contract.
Attach breakdown sheet if necessary.

Original Contract Sum	\$ _____
Net Change By Change Orders	\$ _____
Contract Sum to Date	\$ _____
Total Value of Completed Work & Material on Hand	\$ _____
Less 10% Retained	\$ _____
TOTAL AMOUNT DUE TO DATE	\$ _____
LESS PREVIOUS PAYMENT	\$ _____
NET AMOUNT DUE	\$ _____

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

CONTRACTOR (Submitted): _____ Date: _____

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

CONSULTANT (Approved): _____ Date: _____

OWNER (Authorized Payment): _____ Date: _____

EXHIBITS

1. City's RFQ
2. Contractor's Estimate dated 10/21/2021



Division of The Kincaid Group

Ashland Municipal Center and Police Department Cameras & Access Control

This proposal contains all details and relevant information regarding the scope of work, pricing and terms requested by Ashland Municipal Center and Police Department.

Josh Peters

316.393.9742

josh@securitybyads.com

72830

TIPS Contract #20023



REQUEST FOR PROPOSALS (RFP) TITLE: Ashland Municipal Center and Police Department Surveillance and Access Control

ISSUE DATE: September 29, 2021

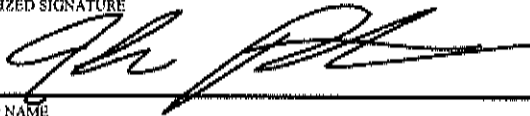
RETURN PROPOSAL NO LATER THAN: 5:00 p.m., October 18, 2021

DELIVERY INSTRUCTIONS: Clearly print or type "RFP: **"Ashland Municipal Center and Police Department Surveillance and Access Control"** on the outside of a SEALED envelope or package. Proposals may be mailed or delivered to City of Ashland, Office of the City Administrator, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

The offeror hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RQP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

<small>OFFEROR NAME</small> Josh Peters	
<small>MAILING ADDRESS</small> 140 Westwoods Dr.	
<small>CITY, STATE, ZIP CODE</small> Liberty, MO 64068	

<small>CONTACT PERSON</small> Josh Peters	<small>EMAIL ADDRESS</small> josh@securitybyads.com
<small>PHONE NUMBER</small> 316.393.9742	<small>FAX NUMBER</small>
<small>OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)</small> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<small>AUTHORIZED SIGNATURE</small> 	<small>DATE</small> 10/15/2021
<small>PRINTED NAME</small> Josh Peters	<small>TITLE</small> Security Consultant

**FORM A
VENDOR'S QUALIFICATIONS**

The information requested on these forms shall apply to your entire organization unless information is requested on a specific activity. These forms must be submitted with your proposal and a response given to each item.

Submitted by: Josh Peters

Name of Company: American Digital Security, LLC

Date of Establishment or Incorporation: 2002

State of Incorporation (if applicable): Missouri

Name of President/CEO/Owner: Buddy Mason
Principal Office Address: 140 Westwoods Drive Liberty MO 64068

Name of Local Manager: Chris Walson
Local Office Address: 2333 S. West Street Suite 104 Wichita KS 67213

Contact Person for Purposes of this RFP

Name Josh Peters
Title Security Consultant
Telephone: (316) 393-9742
Fax: ()
Email Address: josh@securitybyads.com

Form A / Vendor's Qualifications

VENDOR'S EXPERIENCE AND WORK HISTORY

1. Name and title of person from your company who will be responsible for the ongoing management of the access and video control project for the City of Ashland. The resume of this person must be attached.

Name Josh Peters

Title Security Consultant

2. How many years has your organization been in business as an access and video control provider and installer?

a. Under its present name? 20

b. Under a different name? 20

3. If your company was previously operated under a different name(s) please list the names and number of years in operation (10 years' history is requested):

Name	Years in business
a. _____	
b. _____	
c. _____	
d. _____	
e. _____	
f. _____	

4. List at least three corporations, cities, counties, states or other agencies for whom your firm has performed access and video control projects similar to what is being proposed for the City of Ashland. The City of Ashland reserves the right to contact additional entities not listed in this section.

- (1) Name of Organization or Entity: Clay County Sheriff's Department
Address/Location: 12 S. Water Liberty MO 64068
Dates of Service: 2007 - Current
Name of Contact Person: John Goehrung
Title: IT Assistant & Special Projects
Telephone: (816) 407.3776
Email Address: john.goehrung@sheriffclayco.com
- (2) Name of Organization or Entity: Basehor-Linwood Police Department
Address/Location: 14610 Parallel Basehor KS 66007
Dates of Service: 2019 - Current
Name of Contact Person: David Duvall
Title: Security Administrator
Telephone: (913) 724.3397
Email Address: dduvall@basehorpolice.org
- (3) Name of Organization or Entity: Boone County Sheriff's Department
Address/Location: 801 E. Walnut Room 220 Columbia MO 65201
Dates of Service: 2016 - Current
Name of Contact Person: Aron Gish
Title: Security Administrator
Telephone: (573) 886.4319
Email Address: agish@boonecountymmo.orh
- (4) Name of Organization or Entity: Lee's Summit Police Department
Address/Location: 10 NE Tudor Road Lee's Summit MO 64086
Dates of Service: 2019 - Current
Name of Contact Person: John Boenker
Title: Security Administrator
Telephone: (816) 969.1702
Email Address: john.boenker@cityofs.net

REFERENCES



With over 2,000 customers across many industries, ADS is fully equipped to service your specific security needs with an expert insider knowledge of your industry.

Law Enforcement

Clay County Sheriff's Department

12 S. Water
Liberty MO 64068

Contact: John Goehrung
Phone: 816.407.3776
john.goehrung@sheriffclayco.com

Time Worked: 2007 - Current
Project Dollar Value: \$30,000

Basehor-Linwood Police Department

14610 Parallel Road
Basehor, KS 66007

Contact: David Duvall
Phone: 913.724.3397
dduvall@basehorpolice.org

Time Worked: 2019 - Current
Project Dollar Value: \$50,000

Boone County Sheriff's Department

801 E. Walnut Room 220
Columbia MO 65201

Contact: Aron Gish
Phone: 573.886.4319
agish@boonecountymmo.org

Time Worked: 2016 - Current
Project Dollar Value: \$300,000

Lee's Summit Police Department

10 NE Tudor Road
Lee's Summit, MO 64086

Contact: John Boenker
Phone: 816.969.1702
john.boenker@cityofls.net

Time Worked: 2019 - Current
Project Dollar Value: \$185,000



Scope of Work

ADS Responsibilities

Cameras:

ADS will provide and install a total of 20 cameras, as outlined on the attached schedules and maps. This installation will consist of ADS providing the cameras, mounts, licenses, and patch cables. ADS will be responsible for installation of all cameras. All cameras are fixed lens cameras and have infrared emitters. Three locations will have the ability to record audio. The system will have a minimum of 60 days of video recording.

Since this project is a construction project, other trades will be responsible for the rough in at each device.

Camera/Software Setup

- All cabling will be provided and ran by customer to the specified camera locations as notated on map below.
- Enter the Camera Number in the Name and Location fields.
- Cameras should be set to motion and analytics (where applicable) at approximately 10 fps.
- ADS will provide training for system configuration.
 - Cropping out unwanted motion is the responsibility of the customer. (flag poles, trees, streets in background, etc)
 - Modifying Users/Groups/Saved Views and Client software is the responsibility of the customer.

Access Control:

ADS will provide and install 13 doors/devices with varying levels of access control, outlined on the attached schedule and maps. 8 of the electric strikes will be provided by customer. There are 21 doors in total. Only the exterior doors will have Request to Exit devices installed.

ADS will be responsible for the installation of the readers, controllers and power supplies located at each location and at the head end.

Other trades will be responsible for the installation of the hardware provide outside this bill of materials (lock, ada, etc).ADS will also be responsible for terminating the cabling to the device while the customer is responsible for the cable run including cost from panel to the door location.

ADS will also be responsible for programming all hardware into the ACM software.



Door/Software Setup

- Enter the Door Number in the Name, Alt Name and Location fields.
- All openings (even contact only), should be programmed as Doors, not Inputs.
- Doors with multiple electrified leaves should be programmed as follows:
 - Upon a Grant, a single leaf will unlock (ADA leaf or nearest leaf).
 - Upon an Unlock, all leaves will unlock.
- Doors with ADA operators should be programmed as follows:
 - The exterior button will only be operational upon a valid Grant, or when the doors are in an Unlocked state.
 - The interior button will always be active, but first unlock the door, then trigger the operator to open the door.
- Modifying Users/Groups/Roles/Schedules, etc is the responsibility of the customer
- Dividing hallway doors with access control and hold opens will need to operate as follows:
 - The doors will always be in the locked state, although they will be propped open.
 - Upon the fire alarm activation, the doors will close.
 - Upon the panic alarm activation, the doors will close.

In the future, this activation may also change the access allowed through these doors. Therefore, ADS will need a link from the panic system to the access control system.

Customer Responsibilities

The customer is responsible for providing Rack Space and/or Wall Space for equipment, Local Power, MAC Reservations, Switch Ports (30W), Patch Panel Ports, and Port Forwarding.

The customer is responsible for providing and installing parts where noted on the attached schedules/plans.

ADS will need the ability to move freely and quickly throughout the building (keys?).



Access Control Manager (ACM) - Full Training From ADS Support Team

In this course, students will gain a foundational understanding of the Avigilon™ Access Control Manager (ACM) system, including topics ranging from controller and subpanel wiring, installation, initial appliance setup and the configuration of doors. Students will first need to access the Avigilon Training Center and enroll in, complete and pass the following online courses: *ACM Operator I* *ACM Operator II*

01 ACCESS CONTROL BASICS

What is Access Control?
Basic System Architecture
Basic Door Configuration
Loading mobile app on a phone (ADS BUDDY)
Contacting Helpdesk and Support

02 INSTALLATION & WIRING

Mercury Security Hardware
HID Global Hardware
Door Design
Controller Wiring

03 APPLIANCES & INITIAL SETUP

Avigilon Appliances
Initial Setup

04 PANEL CONFIGURATION

Controller Installation
Subpanel Installation

05 BEFORE ADDING DOORS

Before Adding Doors
Outputs
Inputs
Readers
Holidays
Schedules

06 PHYSICAL ACCESS

Door Configuration
Culminating Doors Activity
Card Format
Maps

07 ACCESS GROUPS, ROLES & IDENTITIES

Access Groups
Roles
Identities
Badge Designer

08 MONITOR THE SYSTEM

Events
Monitor Maps





Avigilon Control Center (ACC) - Full Training From ADS Support Team

This course is designed to provide a full in-depth knowledge of the Avigilon Video Management System - Avigilon Control Center (ACC).

01 INTRODUCTION

Get to Know Avigilon
Introduction to web client (ACS)
Loading mobile app on a phone
Contacting Helpdesk and Support

02 NETWORK TECHNOLOGIES

Compression Technologies
HDSM™
System Architecture
Network Topologies

03 HARDWARE & INSTALLATION

License Editions
Avigilon Recorders Installed
Avigilon Encoders If Present
Common Camera Features
Avigilon Product Numbers
Avigilon Camera Lines
Third Party Cameras

04 SERVER & CAMERA CONFIGURATION

Server Configuration
Camera Configuration
Time Sync
Site View Editor
Rules

05 CLIENT OPERATION

Client Operation
Application Window Features
Client Settings
Maps
Web Pages

06 CAMERA SETUP

Connect Cameras
General Camera Settings
Camera Display Settings
Privacy Zones

07 LIVE VIDEO

Image Panels
Views
Monitor Alarms
Focus of Attention
Pan, Tilt, Zoom (PTZ) Cameras

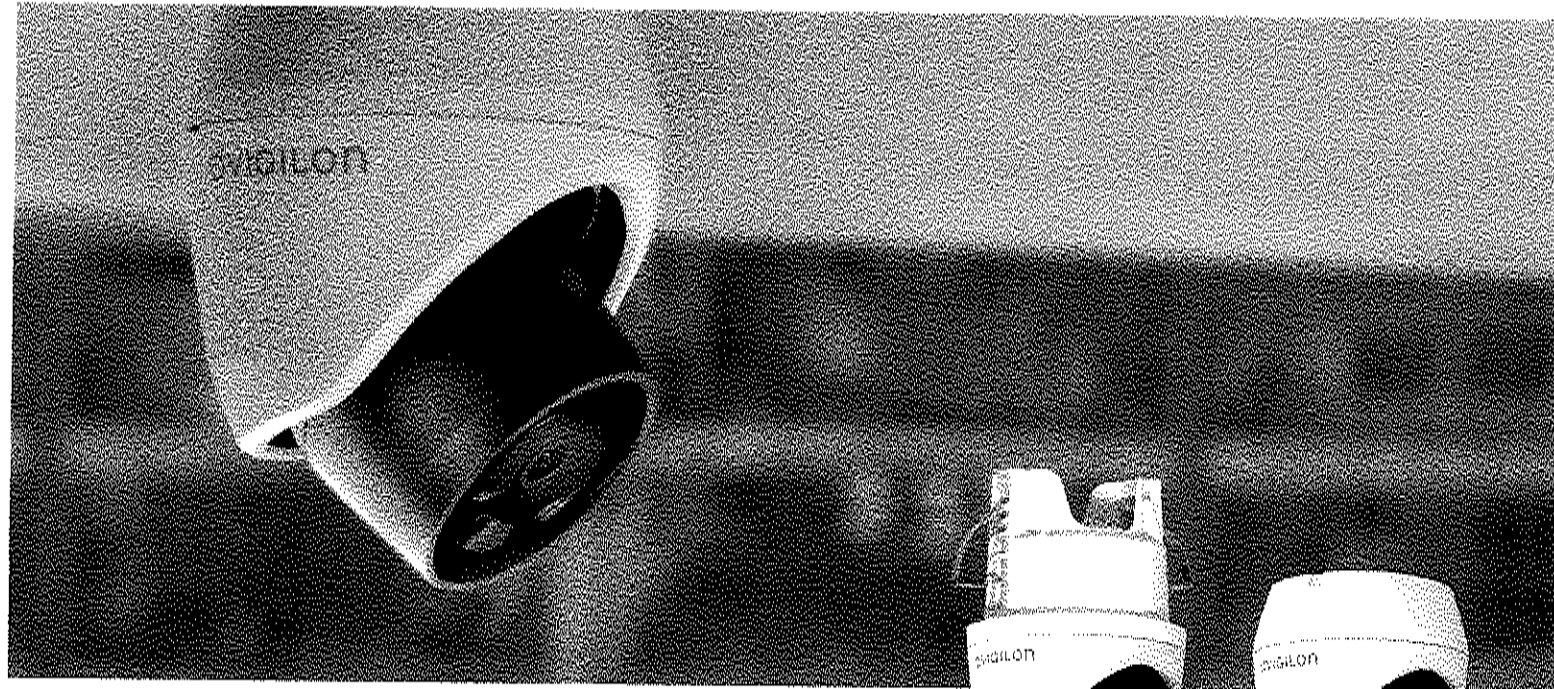
08 RECORDED VIDEO

Timeline Controls
Digital Pan, Tilt, Zoom (PTZ) Cameras
Users Alarms
Search
Export

09 SYSTEM MAINTENANCE

Server Recording Settings
Backup and Restore
Site Logs
Sever Status
Site Upgrades

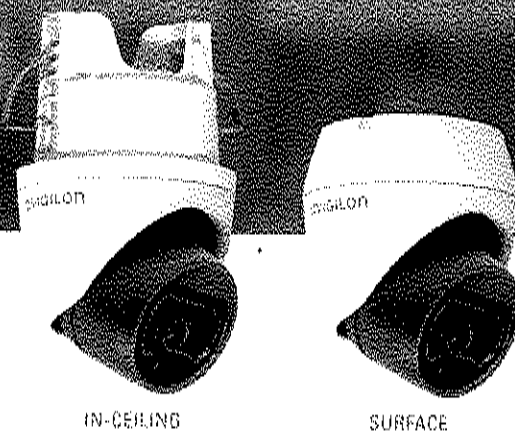




H5M CAMERA LINE

OUTDOOR DOME CAMERA

The Avigilon H5M camera provides a cost-effective solution for budget-conscious video security projects and is beneficial for sites that require a small footprint camera for outdoor use. The H5M camera can handle tough environmental conditions while offering advanced AI technology for faster response times and simple installation — all backed by a 5-year warranty.



The H5M camera's modular design allows for surface and in-ceiling mounting options for fast and easy installation.

FEATURES



UNUSUAL MOTION DETECTION TECHNOLOGY
Uses AI to continuously learn what typical activity in a scene looks like and then detect and flag unusual motion events for review



H.265 & H.265 HDSM SMARTCODEC™ TECHNOLOGIES
Combines compression technologies to maximize bandwidth and storage savings



ONVIF® COMPLIANT
Native ONVIF® Profile S and Profile T compliance allows easy integration with existing ONVIF infrastructures



MADE TO TRUST
We are proud to be a company that manufactures high quality products which our global customers can rely on



LIGHTCATCHER™ TECHNOLOGY
Exceptional detail in low-light settings



WEATHER & IMPACT RATED
IP66/67 weather rating and IK10 impact rating for vandal resistance



WIDE DYNAMIC RANGE
Capture details in scenes with both very bright and very dark areas



5-YEAR WARRANTY
Avigilon stands behind the quality of this product with a 5-year industry-leading warranty

For more information visit avigilon.com/h5m



MOTOROLA SOLUTIONS

AVIGILON



H4 MINI DOME CAMERA

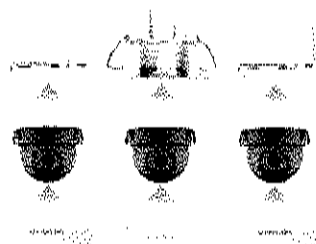
3MP

2MP

1MP

SMALL AND DISCREET WITH A MODULAR DESIGN

The H4 Mini Dome is the smallest and most discreet camera within the Avigilon H4 platform, offering exceptional image quality at an entry-level price point. Its modular design enables it to snap into surface, in-ceiling or pendant mount adapters for fast and easy installations.



THE H4 MINI DOME'S MODULAR DESIGN OFFERS AN EASY INSTALLATION



INTEGRATED IR ILLUMINATORS
Integrated IR LEDs provide uniform illumination, even in complete darkness



ONVIF COMPLIANT
Native ONVIF® Profile S and Profile T compliance allows easy integration with existing ONVIF infrastructures



HDSM SMARTCODEC™ TECHNOLOGY
Combines compression technologies to maximize bandwidth and storage savings



LIGHTCATCHER™ TECHNOLOGY
Offers exceptional detail in low-light settings



CONTENT ADAPTIVE IR
Adjusts IR beam width and illumination settings based on scene conditions to help maximize image quality



WIDE DYNAMIC RANGE
Captures details in scenes with both very bright and very dark areas



UNUSUAL MOTION DETECTION
Uses AI to notify you of unusual events that might have otherwise been missed, offering increased situational awareness and helping you effectively monitor more cameras

For more information visit avigilon.com/h4-mini-dome



MOTOROLA SOLUTIONS

AVIGILON

Images and user interfaces have been simulated for illustrative purposes.

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H5A FISHEYE CAMERA

COST-EFFECTIVE 360° COVERAGE WITHOUT BLIND SPOTS

The Avigilon H5A Fisheye Camera is a cost-effective and easy-to-install solution that provides 360° panoramic views of large areas from a single vantage point, bringing superior situational awareness without any blind spots. Proudly made in North America, facilities such as schools, retailers, offices, hospitals and manufacturing plants can leverage the camera's high-resolution video to monitor processes and optimize operational efficiencies, along with its analytics and AI capabilities to proactively detect critical events and enhance the productivity of security teams.



360° PANORAMIC VIEWS
Provides 360° coverage from a single vantage point to help lower overall video security deployment costs.



NEXT-GENERATION VIDEO ANALYTICS
Detects more people with greater accuracy, even in crowded scenes to support faster responses.



H.264 AND H.265 HDSM SMARTCODEC™ TECHNOLOGY
Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



LOW-PROFILE & EASY-TO-INSTALL DESIGN
Offers unobtrusive monitoring with a paintable front plate¹ that can be customized to fit in with interior aesthetics, backed by an easy installation.



WATER & IMPACT RATED²
IP66/67 rating for water resistance and IK10 impact rating for vandal resistance.



WIDE DYNAMIC RANGE
Captures details in scenes with both very bright and very dark areas to maximize image quality.



ADAPTIVE IR TECHNOLOGY³
Provides optimal brightness in scenes with low-light for high-resolution image detail.



AUDIO RECORDING CAPABILITIES
Built-in microphone offers an optional audio recording capability for additional evidentiary detail.



FIPS 140-2 COMPLIANT
Brings increased data security with FIPS-compliant cryptography enabled on cameras³.



ONVIF® COMPLIANT
Native ONVIF Profile S, T and G compliance allows for flexible integration with existing ONVIF infrastructures.

For more information, visit avigilon.com/h5a-fe



MOTOROLA SOLUTIONS

AVIGILON®

¹ Available on in-ceiling mount only.

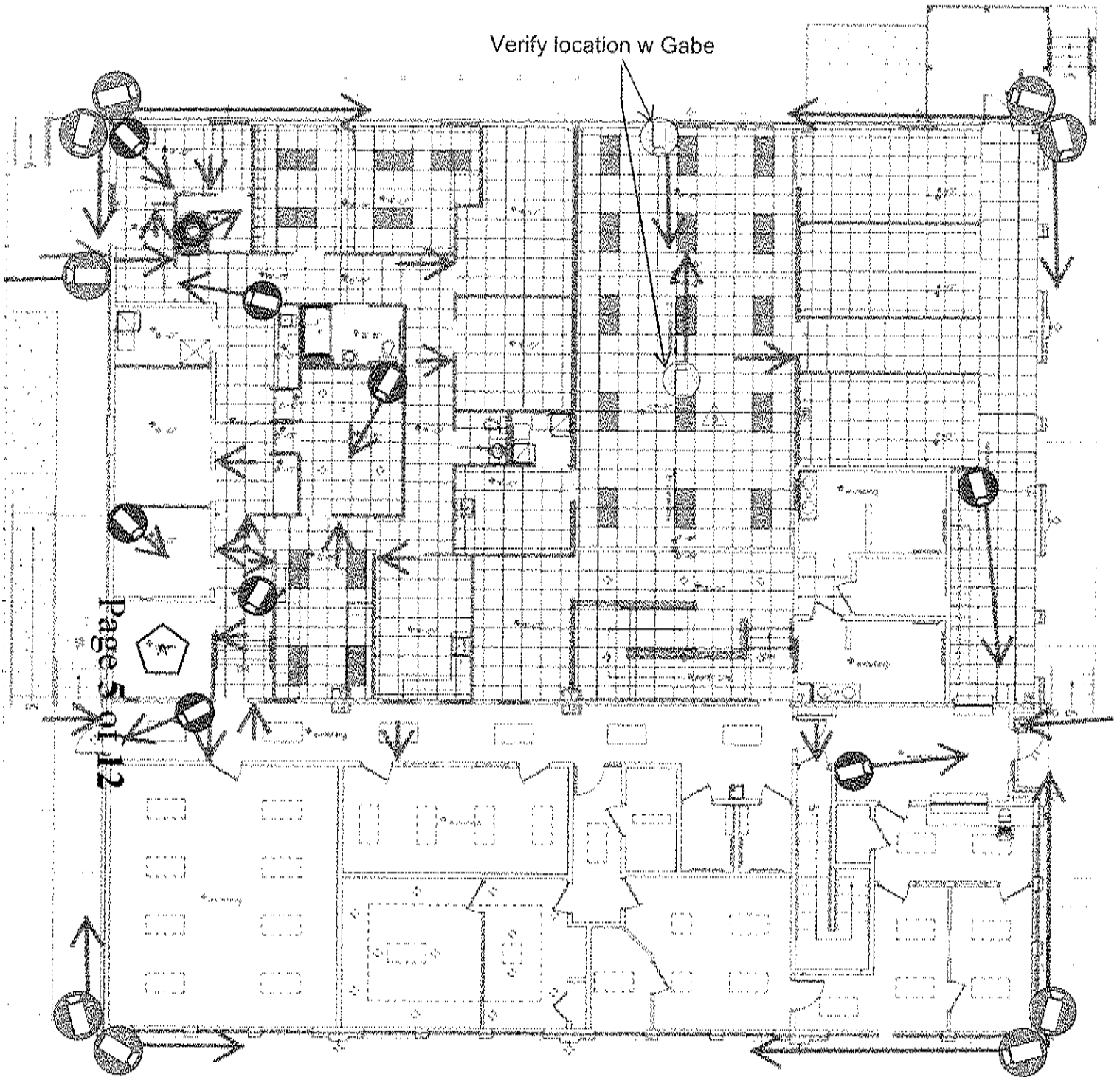
² Available on surface mount only.

³ Optional purchase of FIPS Level 1 camera license or CAYP19 microSD hardware-based encryption and key management for FIPS Level 3 support and certification.

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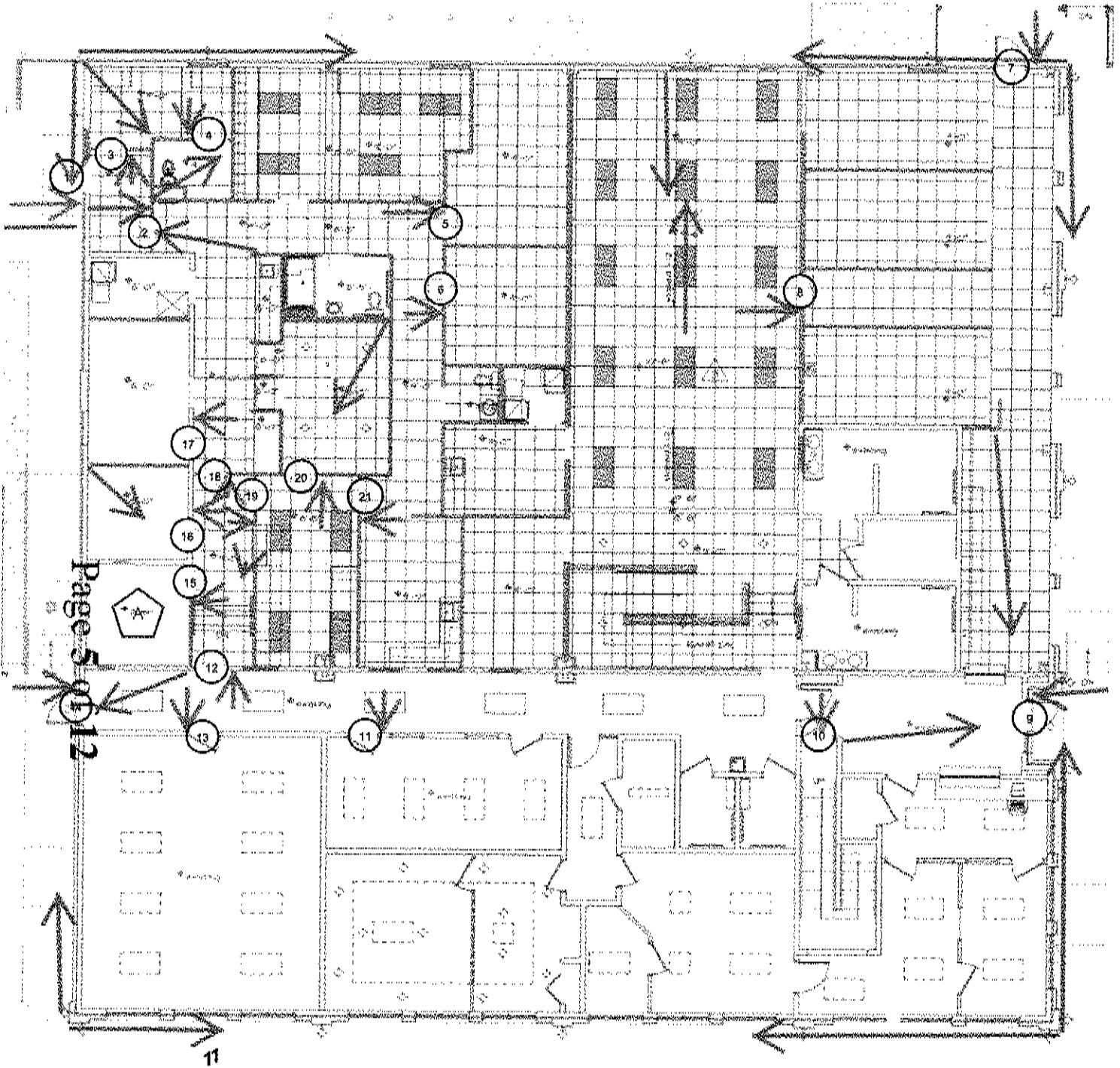
5MP Outdoor 2MP MiniDome Fisheye w/ Audio 3 MP Dome w/ external MIC

Verify location w Gabe



Door Numbers and Locations

Note: Reader w/ Keypad is Door 20





Division of The Kincaid Group

140 Westwoods Dr. Liberty, MO 64068
816.415.4237

QUOTE

Number	72830-0
Quote Date	10/14/2021
Terms	PAY ON RECEIPT
Page	0001

Bill to: Ashland Police Dept.
109 E. Broadway
Ashland, MO 65010

Project Address: Ashland Police Dept.
109 E. Broadway
Ashland, MO 65010

Phone: (573) 657-9062

Phone: (573) 657-9062

Cust Code		Ordered By		Salesman	Customer PO		
1044				Josh Peters			
FOB				Project Description			
				CITY HALL ACCESS & CAMS			
Line	Qty	U/M	Item #	Description	U/M	Price	Extension
0001	9	EA	5.0C-H5M-DO1-IR	5.0MP Outdoor Dome WDR, LightCatcher, Day/Night, 2.8mm f/1.2 Lens, IR	EA	420.75	3,786.75
0002	1	EA	8.0C-H5A-FE-DO1	8.0 Megapixel WDR Day/Night Surface Mount Dome Fisheye, 1.4mm Lens	EA	598.13	598.13
0003	2	EA	3.0C-H5SL-D1	Avigilon 3.0MP IndoorDome LightCatcher, Day/Night 3.9mm Lens, WDR	EA	387.09	774.18
0004	2	EA	SMEA-1	ETS IP CAMERA MIC INTERFACE BO Microphone Interface Box	EA	48.16	96.32
0005	2	EA	ETS-SM5KIT	ETS AUDIO KIT SM1 MIC /SM2 INT Single Zone Audio Kit SM5 Microphone Kit Frequency Response: 200-16Khz Flush mountable	EA	66.47	132.94
0006	8	EA	2.0C-H4M-D1	Avigilon 2.0MP Indoor MiniDome LightCatcher, Day/Night 2.8mm Lens, WDR	EA	286.12	2,288.96
0007	20	EA	ACC7-STD	ACC7 Standard Camera License	EA	136.13	2,722.60
0008	1	EA	CPX-1U12D240	R240 1U 4-Bay Xeon E-2224 1x 480GB SSD 16GB 2x 1GbE RJ45 PERC H330 1x 450W PSU 5YR NBD KYHD WTY 12TB - 3x 4TB Ent.SATA W 10 Pro	EA	3,899.41	3,899.41
0009	44	HR	ADSLABOR	CAMERA LABOR	HR	110.00	4,840.00
0010	13	EA	8000C-630	Concealed Electric Strike for Cylindrical Locksets, Satin Stainless w/ 801 & 801A Faceplates, 12/24VDC	EA	161.76	2,102.88
0011	4	EA	DS160	Bosch White Request To Exit	EA	75.90	303.60

Continued on next page....



Division of The Kincaid Group

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1044				Josh Peters			
FOB				Project Description			
				CITY HALL ACCESS & CAMS			
Line	Qty	U/M	Item #	Description	U/M	Price	Extension
0012	21	EA	180RS-12-BR	Motion Detector High Performance Request-to-Exit Passive Infrared Detector Stubby Steel Door Switch Set 3/4" Diameter, Recessed Magnetic Contact, Closed Loop Brown (ORDER IN QTY OF 10)	EA	5.49	115.29
0013	20	EA	AC-HID-READER-SIGNO-20NKS-00	Signo20 Mullion Reader 13.56mHz & 125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	EA	219.78	4,395.60
0014	1	EA	AC-HID-READER-SIGNO-20KNKS-0	Signo20K Mullion Reader w/Keypad, 13.56mHz & 125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	EA	373.47	373.47
0015	1	EA	AC-APP-32R-PRO-6	Access Control Manager Pro 6 Web-Based PACS Appliance for 32 Readers	EA	2,062.50	2,062.50
0016	1	EA	FPO250-3D8P5M8PNLXE12M-P24-A	LifeSafety 24 Doors Mercury Security 750W UL Enclosure	EA	6,582.35	6,582.35
0017	1	EA	AC-MER-CONT-LP1502	Intelligent Controller Linux Based w/2 Doors, 8 Input & 4 Outputs, POE+ Support, Expandable up to 64 Doors	EA	1,066.72	1,066.72
0018	10	EA	AC-MER-CON-MR52	2-Reader Interface Module 2 Reader: Mag or Wiegand 8 inputs 6 relays	EA	587.40	5,874.00
0019	119	HR	ADSLABOR	Installation	HR	110.00	13,090.00
0020	450	Mile	TRIP CHARGE	Travel Fee	Mile	1.80	810.00

Continued on next page....



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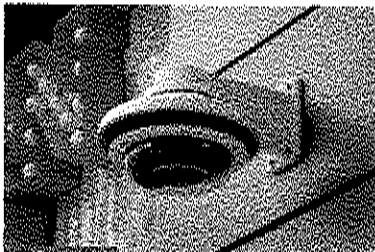
Phone: (573) 657-9062

Phone: (573) 657-9062

Cust Code 1044		Ordered By		Salesman Josh Peters		Customer PO	
FOB				Project Description CITY HALL ACCESS & CAMS			
Line	Qty	U/M	Item #	Description	U/M	Price	Extension
0021	8	EA	ADS-PERDIEM	Per Diem	EA	40.00	320.00
SubTotal						56,235.70	
Total						56,235.70	

OUR SOLUTIONS

REST ASSURED. WE WILL HELP FIND THE BEST SOLUTION
THAT FITS YOUR NEEDS



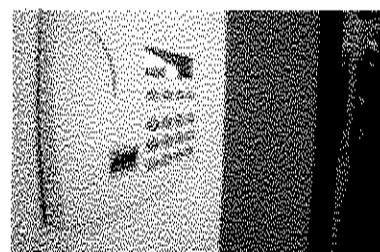
Video Surveillance

Our latest and most advanced video management software is designed to revolutionize how operators interact with and gain situational awareness from their video security systems. Our easy-to-deploy video systems are highly scalable, efficient, and affordable - reducing the need for more cameras, saving you money.



Access Control

Create safer, more secure spaces with complete access control with scalable cloud-based software and endless integration capabilities. It's as easy as unlocking doors from your smartphone. Built to scale for thousands of users across multiple locations, centralize security management with robust cloud-based software or on-site appliance, allowing seamless integrations.



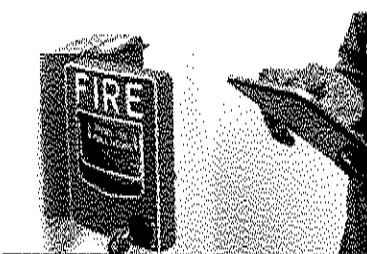
Intrusion Alarms

Gain around-the-clock protection, remote access and central station monitoring with our custom-tailored, state-of-the-art burglar alarm systems. Simple and practical alarm systems are one of the most effective ways to protect your assets.



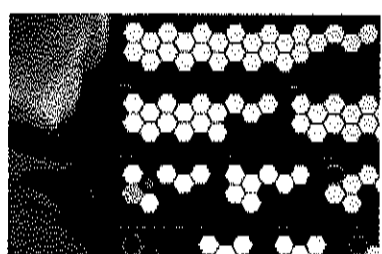
Visitor Management

Protect students and faculty by logging visitors and screening for sex offenders or school-restricted individuals. Positive identification and unique security put your school in control with a simple scan of a driver's license.



Fire Detection Systems

Fire safety is a fundamental mandate for every enterprise, facility, campus and municipality. Fire safety begins with fire detection, and as a long time expert in all things safety, ADS is here to provide service, installation, testing & inspection of your fire detection system.



Self-Learning Video Analytics

Our video analytics technologies feature a sophisticated deep learning AI search engine for video. Sort through hours of video with ease to quickly locate a specific person or vehicle of interest by entering physical descriptions, uploading a photo, or by finding an example within recorded video.



OUR TEAM

OUR TEAM OF INDUSTRY EXPERTS ARE HERE TO HELP
PROTECT WHAT'S MOST VALUABLE TO YOU

“ADS is located about three and a half hours from our schools, but have provided excellent service. In fact I am equally impressed with their service as the quality of their product. Our SROs [school resource officers] have used the system many times since it was installed to solve crimes, determine involvement of people in fights as well as viewing car accidents some reported and some were hit and runs. I have no hesitation to recommend ADS and their IP camera system to any school or business looking for a quality video surveillance system.”

Director of Facilities
Union R-XI School District



Buddy Mason
Founder/Vice President

- Over 20 years of experience in security industry
- Founded American Digital Security in 2002
- Managed projects ranging from \$5,000 - \$7 million
- Associate's in Architecture - Phoenix Institute of Technology



Chris Watson
Sales Director

- Over 20 years of experience working with public institutions and project management
- CCNA Certified
- Managed projects ranging from \$30,000 - \$25 million
- Business Leadership certification courses from Wichita State University
- MAYB Basketball coach 2008 - 2012



Brandon Sobotka
Operations Manager

- Over 15 years of experience in security industry
- ACC, ACM, Signamax certified
- Managed projects ranging from \$5,000 - \$7.7 million
- Bachelor's in Technical Management - DeVry University
- Associate's in Applied Electronics Technology - Electronics Institute



Pat Rupp
Western Kansas

- Over 19 years of experience in security industry
- Managed projects ranging from \$5,000 - \$1.5 million
- 35 years in low voltage expertise
- Low voltage certified



Tabitha Logan
Office & Accounting Manager

- Over 26 years of account experience
- 7 years with American Digital Security
- Managed over \$60 million of revenue in bookings and billings in the last five years
- Licensed Missouri Notary Public



Jenny Howard
Service/Scheduling

- Over 22 years of experience as service coordinator
- 7 years of experience as a communication technician for fire, police and ambulance at a local police department.



Jessica Munoz Valerio
Support Supervisor

- 11+ years of IT Experience
- Microsoft Dynamics 365 Certified
- Bachelor's in Computer Science Network and Security from Parks University
- NERC SIP, OSHA, CCNA, BCNS, ITIL



Brian Miller
Sales Engineer

- Over 10 years of experience in security industry
- 12 years of IT experience
- Extensive experience in Networking, Wireless Networking, Active Directory, Linux, BSD and Troubleshooting
- Taken over 1400 cameras in a single job and upwards of 300 doors



OUR TEAM

OUR TEAM OF INDUSTRY EXPERTS ARE HERE TO HELP
PROTECT WHAT'S MOST VALUABLE TO YOU

"I have worked with many other integrators and by far ADS has been the best I have dealt with to date. They have the best quality of work, and the most knowledgeable technicians in the field and in the office. They have fast response times and service, are easy to work with and are trustworthy. They also went the extra mile a couple times in some cable pulls as I couldn't make up my mind so they went ahead and pulled an extra line for future changes."

Audio Visual Supervisor

Kansas City Kansas Public Schools



Jenell Quigley
Alarm Account Admin

- Over 6 years of experience in security industry
- Over 16 years of accounting experience
- Bachelor's in Criminal Justice - CMSU



Jen Smead
Security Consultant

- Over 12 years of experience in security industry
- ACM, ACC certified
- Managed projects ranging from \$1,000 - \$4 million
- Managed multiple takeovers and conversions



Rob Behrens
Security Consultant

- Over 20 years of experience in security industry
- Managed multiple security system takeovers ranging from \$5,000 - \$5.5 million
- ACM, ACC, OSHA 10 certified



Josh Peters
Security Consultant

- 5 years of project management experience.
- Managed projects up to \$300,000 in size.
- Attended Wichita State University



Chris Williams
Security Consultant

- Over 14 years of experience in security industry
- Associate's in Business - Missouri Western State University
- Managed projects ranging from \$500 - \$1.5 million
- Managed multiple takeovers and conversions



Derek Cox
Security Consultant

- ACC, ACM, DMP certified
- Bachelor's in Education - Missouri State
- Coach youth soccer for three years
- Lee's Summit Mayor's Character Award Winner



Adam Kinder
Security Consultant

- Over 18 years of experience in security industry
- Managed multiple projects ranging from \$5,000 to \$1,000,000+
- DMP certified



Don Seitter
Fire Division

- Over 20 years of experience in security & fire industry
- Attended Johnson County Community College for Administrative Justice and Law Enforcement
- Fire Alarm NICET III & OSHA 10 Certified





Customer Information

Contact Name Gabe Edwards
Email Address policechief@ashlandmo.us
Phone Number 573.657.2091
Preferred Contact Method email

IT Contact Name

Email Address
Phone Number
Notes for Contact

Approved Work Hours* 8am-5pm

Special Considerations

Onsite Storage/Ship-to Information

Is this site New Construction?

Site Contact Name* Gabe Edwards

Phone Number 573.657.2091

Email Address policechief@ashlandmo.us

Construction Contact Name*

Email Address

Phone Number



Accounting Contact Name*

Phone Number

Email Address*

Accounting Information Needed *

Taxable? - If **NO**, Provide exemption certification.

Is this project prevailing wage? If **YES**, What county
and wage order?

Special Billing Requirements/Forms:

AIA

Other, Make note of anything out of normal process



Terms

Projects less than \$75,000.00 will be billed upon substantial completion of the project.

Projects greater than \$75,000.00 will follow the below billing schedule.

ADS will bill in stages, and Customer will receive invoices as outlined below:

- First Invoice will include the initial 30% of the Purchase Order (PO) amount. This invoice will be sent when ADS receives Customer PO.
- Final Invoice will include the remaining 70% of the PO amount as well as all applicable tax and freight charges and any monetary adjustments related to changes to the PO previously approved by ADS and Customer. This invoice will be sent upon substantial completion of the project.

The foregoing billing terms do not apply to ADS provided monthly-recurring managed services, which will be invoiced monthly.

I have the authority to order the above work and do so as outlined above. It is agreed that American Digital Security LLC (ADS) will remain title to any equipment or material furnished until final payment is made, and if settlement is not made as agreed, ADS shall have the right to remove same and ADS will be held harmless for any damages resulting from removal thereof. Quote is valid for 45 days from date above.

Buyer agrees not to tamper with, remove, or otherwise interfere with the system. The equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repairs, replacement, relocation, or additions to the system made necessary because of any painting, alteration, remodeling, or damage. Ordinary wear and tear repair or replacement shall be serviced by ADS without additional charge in accordance with the warranty. Batteries, obsolete components, vandalism, critters, rodents, pests, and components exceeding manufacturers useful life are not included in service or warranty and will be repaired or replaced at Buyer's expense.

ADS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ADS's sole discretion for the installation and service of the system, and ADS shall not be responsible for any condition created thereby as a result of such installation, service, or installation of the system. ADS shall not be responsible for the condition of the premises upon removal of the system and Buyer represents that the owner of the premises, if other than the Buyer, authorizes the installation of the system under the terms of this agreement.





ADS is not responsible for lawn/landscape repair if damage occurs while working on site and traveling to and from work areas with lifts. Any preparedness in gym for lift work must be discussed prior to work starting. ADS will charge accordingly for any necessary plywood or protective covering required to be laid down to protect flooring. ADS is not responsible for lift or any equipment rental required to service equipment after initial installation is complete.

Surveillance equipment is attached to a Network Video Recorder computer and Buyer shall not use the computer for any other purpose or load any software without prior approval by ADS. ADS shall be permitted to access and make changes to the system's operation on site and over the internet. ADS shall have no liability for data corruption or inability to retrieve data even if caused by ADS's negligence. Buyer's data shall be maintained confidential and shall be retrieved and released only to Buyer or upon Buyer's authorization or by legal process. Internet access is not provided by ADS and ADS has no responsibility for such access or IP address service. ADS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

In the event of any delays and/or errors resulting from your failure to perform work as agreed, you understand that ADS will not be responsible for any such delays and you agree to pay ADS for any extra work that must be performed beyond the scope of the original agreement as a result of those delays/errors. This includes waiting for site personnel for access to locked areas in facilities.

The Customer's failure to make payment when due is a material breach of this agreement. The Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law.

The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as deemed in the scope of work above. If the actual number of devices installed or services to be performed is greater than that set forth in the scope of work, the price will be increased accordingly. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state, and local sales and excise taxes, however designated, levied, or based on the service charges pursuant to this agreement.

Any reference to "monitoring services" of any kind in this agreement is included for pricing purposes only. Monitoring services are performed pursuant to the terms and conditions of Company's standard monitoring agreement.

The Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the scope of work.





Warranty

3 year warranty on manufacturer equipment

ADS cooperates with a range of industry partners to complete your physical security system. These components are subject to the respective product manufacturer's warranties and their associated terms and conditions. ADS does not separately provide a warranty in respect of these products. For further information, please see the appropriate product documentation or visit the specific product manufacturer's website for details.

Equipment. All equipment furnished by ADS comes with each manufacturer's standard warranty, licenses and indemnities only. ADS will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. ADS' prior approval is required to return any Equipment, except for Equipment erroneously ordered by ADS. If the manufacturer authorizes an Equipment return request and agrees to credit ADS for the cost paid by ADS for such Equipment, ADS will accept Equipment for return (a) subject to a 15% restocking fee and (b) return freight charges, each of which will be invoiced to and paid by Customer unless otherwise specified in the authorization to return the Equipment. All Equipment returns are subject to ADS' inspection and acceptance.

Services. ADS warrants the work against defective workmanship for a period of 1 year, from the above stated job completion date. This warranty is extended to the owner named above and is not transferable. If a defect covered by this limited warranty occurs, ADS will repair or replace the defective workmanship, materials, or equipment at no charge to the Owner. To obtain service under this limited warranty please call ADS technical support at 888.833.4237. This limited warranty covers and includes any special terms specified in the plans, specifications and contract documents for this project. This limited warranty does not include: (1) Items that have been subjected to accident, misuse and abuse including damage resulting from lack of Owner maintenance or damage from ordinary wear and tear; (2) Items that have been modified, damaged, altered or worked on by anyone other than ADS; (3) Items furnished by the Owner for installation. NOTICE TO OWNER: Under no circumstances shall ADS be liable for injury to any person or damage to any property whatsoever by virtue of this warranty or otherwise. Under no circumstances shall ADS be liable for any incidental, secondary, indirect, consequential, special or other damages of any nature arising out of the use of or inability to use as a result of a defect in the work performed or the materials and/or equipment installed by ADS. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.





DIRECTORY

SERVICE CALLS AND EMAILS WILL BE
HANDLED WITHIN A 24-HOUR PERIOD FROM
THE TIME THEY ARE RECEIVED

LOCATIONS

140 Westwoods Drive
Liberty MO 64068
816.415.4237
contact@securitybyads.com
www.securitybyads.com

Monday - Friday
8:00am - 5:00pm

WICHITA OFFICE

2333 S. West Street
Suite 104
Wichita KS 67213
316.867.1716

VICE PRESIDENT & FOUNDER

Buddy Mason
816.694.9804
buddy@securitybyads.com

SALES DIRECTOR

Chris Watson
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watson@securitybyads.com

SALES ENGINEER

Brian Miller
816.883.2754
brian@securitybyads.com

MARKETING & INSIDE SALES SUPPORT

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koty@securitybyads.com

ACCOUNTING

accounting@securitybyads.com

Tabitha Logan
816.415.4237
tabitha@securitybyads.com

Sandy Barney
816.415.4237
sandy@securitybyads.com

INSTALLATION MANAGER

Brandon Sobotka
816.518.2026
brandon@securitybyads.com

SUPPORT

help@securitybyads.com

Austin Caldwell
816.416.7160
austin@securitybyads.com

Ethan Marshall
816.415.4237
ethan@securitybyads.com

ALARMS

portal.affiliated.com
800.523.4900
updates@affiliated.com



Agreement

72830

Thank you for your business Gabe! We are excited to be working with you and would like to thank you for choosing ADS as your security solutions provider!

By signing below, Ashland Municipal Center and Police Department agrees to accept this proposal and enter into a contractual agreement with American Digital Security beginning on the date of signing.

American Digital Security

Josh Peters

10 / 21 / 2021

Josh Peters

**Ashland Municipal Center and
Police Department**

Gabe Edwards

INTEGRATING
SECURITY AND
TECHNOLOGY

CUSTOMER CARE PROGRAM

VIDEO SURVEILLANCE | ACCESS CONTROL | EMERGENCY NOTIFICATION
VISITOR MANAGEMENT | INTRUSION ALARMS | SYSTEM DESIGN



Division of The Kincaid Group

Standard

The evolving digital landscape requires new and innovative technologies to maintain your security system. With an ADS Customer Care Program, we handle the upkeep & maintenance of your system so you can be assured that it is working at it's peak performance.



VIDEO SURVEILLANCE



ACCESS CONTROL



INTRUSION ALARMS

	VIDEO SURVEILLANCE	ACCESS CONTROL	INTRUSION ALARMS
MONTHLY COST	\$50/Server	\$75/appliance/system	\$25/Account (8 zones or less) \$50/Account (more than 8 zones)
MANAGEMENT	ADS will add new users and adjust camera settings.	Identity & token management, door settings, adding users, creating schedules.	Adding users, schedules, running reports.
HEALTH MONITORING	Monitors outages, camera connectivity, RAM/CPU, Hard Drive, RAID array.	Notifications for appliance & reader outages.	Notifications for zone troubles/bypassed zones.
MONTHLY SUMMARY REPORTS	Includes retention time, server uptime & camera connectivity	Includes completed backups, online status & number of requests completed	Includes summary of troubles & alarm history
MAINTENANCE	Monthly site settings backup & minor version upgrades completed.	Weekly transaction and configuration backups - kept for 30 days & minor version upgrades completed.	Daily timer test monitoring.
CARD PRINTING		Have a custom card template? We can design & print them at a discount.	

INTEGRATING
SECURITY AND
TECHNOLOGY



Division of The Kincaid Group

CUSTOMER CARE PROGRAM

VIDEO SURVEILLANCE | ACCESS CONTROL | EMERGENCY NOTIFICATION
VISITOR MANAGEMENT | INTRUSION ALARMS | SYSTEM DESIGN

Elite

Upgrade your Customer Care Program with these additional perks added on top of the Standard benefits.



VIDEO SURVEILLANCE

MONTHLY COST (includes Standard Plan)	\$8/camera + \$65/server
MAINTENANCE	Includes two site check-up visits per year.
WARRANTY DISCOUNT	20% off MSRP discount on out-of-warranty products.
RESPONSE TIME	1 - 2 business day response time for on-site service.
EMERGENCY SERVICE CALLS	20% discount on emergency service call labor.



ACCESS CONTROL

MONTHLY COST (includes Standard Plan)	\$12/door + \$90/server
MAINTENANCE	Service calls on ADS provided hardware, troubleshooting & issues with panels
WARRANTY DISCOUNT	20% off MSRP discount on out-of-warranty products.
RESPONSE TIME	1 - 2 business day response time for on-site service.
EMERGENCY SERVICE CALLS	20% discount on emergency service call labor.



INTRUSION ALARMS

MONTHLY COST (includes Standard Plan)	\$5/zone + \$15/panel(+ \$25/account (under 8 zones) + \$50/account (over 8 zones)
MAINTENANCE	Includes one trip to replace all device batteries per year. (batteries not included, 20% MSRP discount).
WARRANTY DISCOUNT	20% off MSRP discount on out-of-warranty products.
RESPONSE TIME	1 - 2 business day response time for on-site service.
EMERGENCY SERVICE CALLS	20% discount on emergency service call labor.



REQUEST FOR PROPOSALS (RFP) TITLE: Ashland Municipal Center and Police Department Surveillance and Access Control

ISSUE DATE: September 29, 2021

RETURN PROPOSAL NO LATER THAN: 5:00 p.m., October 18, 2021

DELIVERY INSTRUCTIONS: Clearly print or type "RFP: "Ashland Municipal Center and Police Department Surveillance and Access Control" on the outside of a SEALED envelope or package. Proposals may be mailed or delivered to City of Ashland, Office of the City Administrator, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

The offeror hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RQP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

The City of Ashland, MO is requesting proposals from qualified Vendors interested in providing access control and video surveillance for the City's Municipal Center and Police Department which is currently under construction at 101 W. Broadway, Ashland, MO 65010. The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate a Vendors' services as they compare to other Vendors and as they pertain to the City's needs.

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUALIFICATIONS:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Gabe Edwards, Chief of Police at policechief@ashlandmo.us . It is strongly recommended that prospective vendors make an appointment to visit the site of the proposed work. All questions should be submitted by **October 11, 2021 at 5:00 pm**. Responses will be provide to all interested parties via e-mail by October 14, 2021 at 5:00 pm.

Any oral responses to any question shall be unofficial and not binding on the City of Ashland. An Addendum to this RFP providing the City of Ashland's official response will be issued if necessary to all known prospective offerors.

VALIDITY OF PROPOSALS:

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Ashland reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Ashland to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any Respondent may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Ashland's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Ashland, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Ashland. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Ashland shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Ashland and the Vendor will include by reference:

- Vendor's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the City Administrator. No other individual is authorized to modify the agreement in any manner.

2. SCOPE OF SERVICES:

The City of Ashland is requesting proposals for a new municipal center (City Hall and Police Department) access control and video surveillance system. The following is a generalized plan for the desired equipment. Also included is an architectural floorplan of the building. Arrows denote the various equipment locations. See the key for arrow color codes.

Access Control

- 1) Four (4) exterior entry doors with card readers. No preference to RFID or "Smart" cards, and no preference to magnetic locks vs mechanical strike.
- 2) Sixteen (16) interior doorways with card readers. No preference to RFID or "Smart" cards, and no preference to magnetic locks vs mechanical strike.
- 3) One (1) interior doorway (PD evidence storage) with dual authentication access (card reader and keypad). No preference to RFID or "Smart" cards, and no preference to magnetic locks or mechanical strike.

The city already has a Badgepass management software license that it desires to retain and move to a new server.

Video Surveillance

At least nine (9) exterior video cameras with POE support. Must have a minimum of 1080p monitor and record resolution. No preference to turret, dome, or bullet design for exterior cameras.

- 1) At least seven (7) interior video cameras with POE support. Must have a minimum of 1080p monitor and record resolution. No preference to turret, dome, or bullet design for interior cameras.
- 2) One (1) vandal proof interior video camera with POE support. Must have a minimum of 1080p monitor and record resolution AND the ability to monitor and record sound. Also desired is a means of manually triggering a recording for this camera.
- 3) One (2) interior video camera with POE support. Must have a minimum of 1080p monitor and record resolution AND the ability to monitor and record sound. Also desired is a means of manually triggering a recording for these cameras.

The responding vendor should also propose either a cloud or NVR storage solution. Currently, the facility where the video system will be deployed has fiber optic internet service with plenty of capacity, and can be expanded.

Much of the video recorded on the PD side of the building is subject to data retention laws, so we must have the ability to store video for a period of many years.

Remote access to all cameras is necessary. Several monitor points throughout the building are necessary. No preference to network enabled monitors or TV monitors over HDMI.

Please provide a system diagram with the narrative for your system architecture.

The diagram must have detail down to individual components.

Which operating system is used on the proposed ACS infrastructure system?

Is it an industry standard operating system?

Describe the redundancy and backup capability and options of your offering.

Include a description of how this works across the whole product range.

Describe any single points of failure for the solution as proposed.

Scalability and Performance

Describe the scalability of your systems. Include maximum capacities

NOTES

1. REFLECTED CEILING PLAN

2. SEE NOTES

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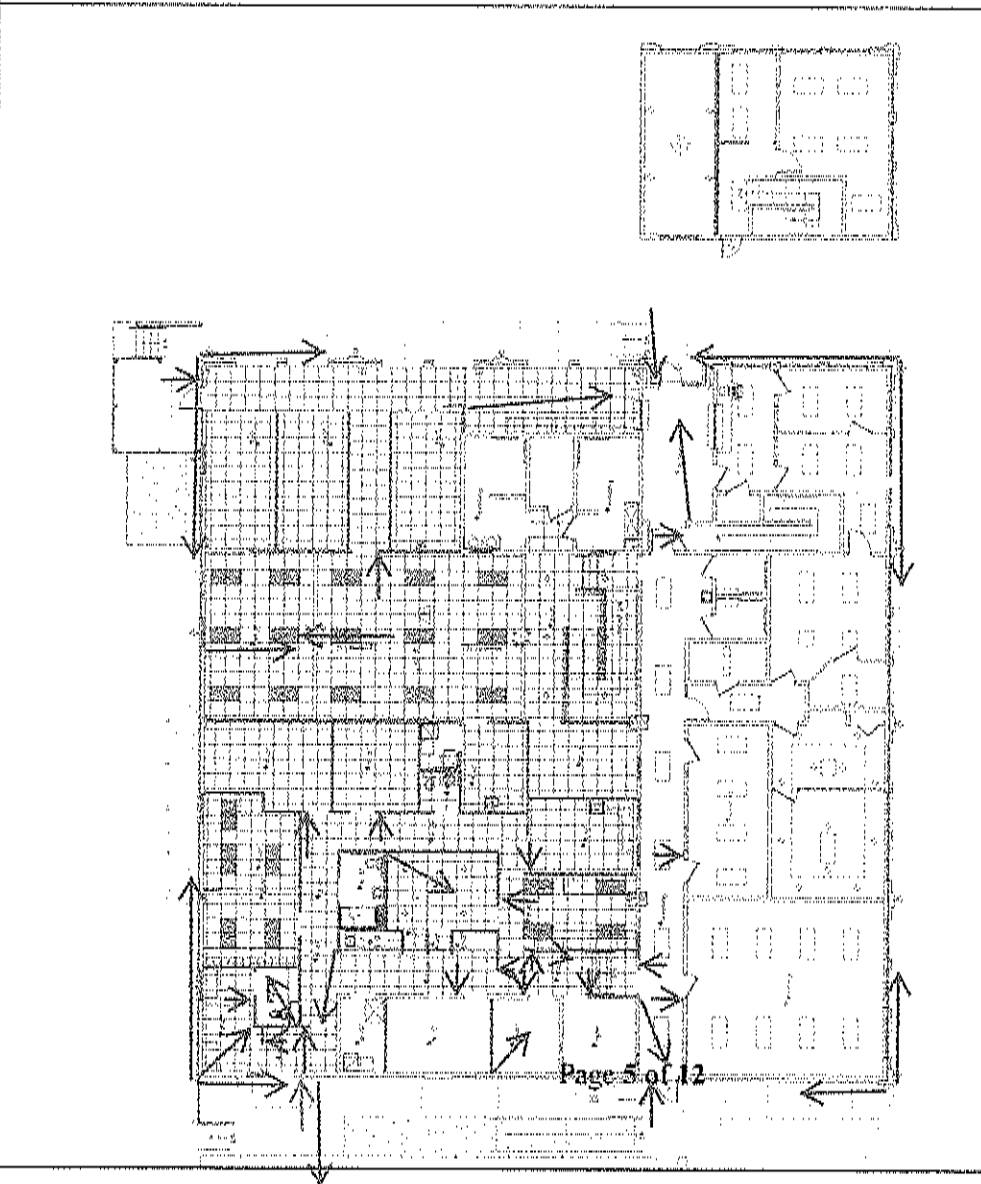
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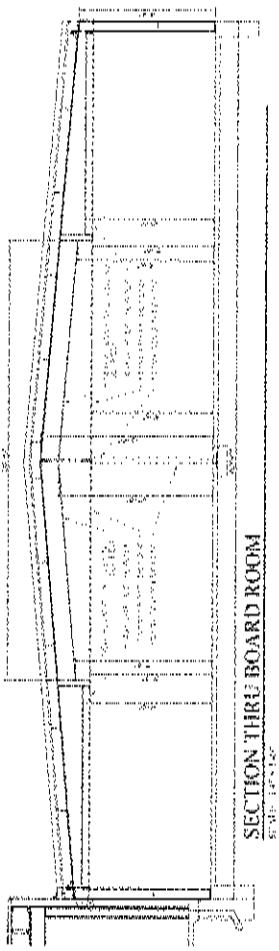
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Purple arrow indicates desired camera locations, pointing toward general focal point

Green arrow indicates desired access control locations



REFLECTED CEILING PLAN
SCALE 1/8" = 1'-0"



SECTION THRU BOARD ROOM
SCALE 1/8" = 1'-0"

3. EVALUTION AND AWARD PROCESS:

Proposals which meet the minimum criteria will be rated on the basis of the following factors:

Factors	Points
A. Cost	60
B. Experience with similar projects	15
C. Proposed schedule	20
D. Value added services offered	5

Once the most qualified Vendor is selected, a Contract will be negotiated. The Contract may be amended to include additional services. The execution of the Contract shall be contingent upon the availability of funds.

The selection process will consist of a panel of City staff reviewing the proposals according to the criteria discussed above. The selection committee will determine if it is necessary to develop a "short list" and continue the selection process with formal presentations.

The City of Ashland reserves the right to reject any and all proposals and to resubmit its request for proposals. The City Administrator will make a recommendation to the Board of Aldermen based on the outcome of the selection process. The preferred vendor is expected to be selected and authorized by the Board in early November, 2021.

The City of Ashland hereby notifies that it will affirmatively ensure that in any Contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Ashland is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

4. INSURANCE REQUIREMENTS:

Vendor shall procure and maintain insurance during the life of the Contract. A Certificate of Insurance shall be filed with the City showing such insurance to be in force at all times. The Certificate of Insurance shall contain a provision that the City will be notified thirty (30) days prior to any change or termination of insurance. The following insurance shall be in force at all times:

Worker's Compensation Insurance. All of Vendor's employees to be engaged in work under Contract, in the amount required by laws of the State of Missouri.

Liability Insurance. The Vendor shall provide and maintain during the life of the Contract, Public Liability and Property Damage Insurance and Umbrella Coverage. The insurance shall protect Vendor, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under the Contract, whether such operations are performed by the Vendor or its employees. Public Liability and Property Damage Insurance and Umbrella Coverage shall be provided in the following amounts:

- 1) Public Liability - \$250,000 per person/\$1,000,000 per accident.
- 2) Property Damage - \$100,000 per any one claim/\$1,000,000 per accident
- 3) Umbrella Liability - \$1,000,000

Vehicle Insurance. The Vendor shall provide and maintain during the life of the Contract vehicle insurance in the same amounts as required under subparagraph for Liability Insurance.

Owner's Protective Liability Insurance. The Vendor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Ashland as the insured, in an amount not less than \$1,000,000 for all claims arising out of a single accident or occurrence and \$100,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo.

5. PROPOSAL SUBMISSION:

In submitting the Proposal, your company acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Commission action approving or disapproving any proposed agreement. The City may accept or reject any proposal or proposed agreement without limitation. Nothing in this RFP or in subsequent negotiations creates any vested rights in any person.

Statements that do not address the items listed in this section will be considered incomplete and will be deemed non-responsive by the City.

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Vendor Identification

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person.

2. Statement of Qualifications

Provide a Statement of Qualifications that includes: Short narrative describing the experience and capability to provide the requested services. A completed Vendor's Qualification Form (Form A, Attached) and proof of insurance.

3. Statement of Services

Provide a Statement of Services that includes:
A short narrative describing the proposal.

4. A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period.
- 5 Details and cost for annual or other type of maintenance program for the installed system.

Five (5) copies of the complete Proposals are due to the City of Ashland, 109 E. Broadway, Ashland, MO 65010 prior to 5:00 p.m. on October 18, 2021. Proposals may be hand-delivered, mailed, or delivered by courier. Facsimiles and emailed proposals WILL NOT be accepted, and considered non-responsive to this RFP. Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.

FORM A
VENDOR'S QUALIFICATIONS

The information requested on these forms shall apply to your entire organization unless information is requested on a specific activity. These forms must be submitted with your proposal and a response given to each item.

Submitted by: _____

Name of Company: _____

Date of Establishment or Incorporation: _____

State of Incorporation (if applicable): _____

Name of President/CEO/Owner: _____

Principal Office Address: _____

Name of Local Manager: _____

Local Office Address: _____

Contact Person for Purposes of this RFP

Name _____

Title _____

Telephone: (_____) _____

Fax: (_____) _____

Email Address: _____

Form A / Vendor's Qualifications

VENDOR'S EXPERIENCE AND WORK HISTORY

1. Name and title of person from your company who will be responsible for the ongoing management of the access and video control project for the City of Ashland. The resume of this person must be attached.

Name _____

Title _____

2. How many years has your organization been in business as an access and video control provider and installer?

a. Under its present name? _____

b. Under a different name? _____

3. If your company was previously operated under a different name(s) please list the names and number of years in operation (10 years' history is requested):

Name	Years in business
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____
f. _____	_____

4. List at least three corporations, cities, counties, states or other agencies for whom your firm has performed access and video control projects similar to what is being proposed for the City of Ashland. The City of Ashland reserves the right to contact additional entities not listed in this section.

(1) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (_____) _____
Email Address _____

(2) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (_____) _____
Email Address _____

(3) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (_____) _____
Email Address _____

(4) Name of Organization or Entity: _____
Address/Location: _____
Dates of Service: _____
Name of Contact Person: _____
Title: _____
Telephone (_____) _____
Email Address _____

Form B – Proposal Pricing

Attach detailed pricing proposal here



SOLUTIONS,
SUPPORT,
RESULTS.

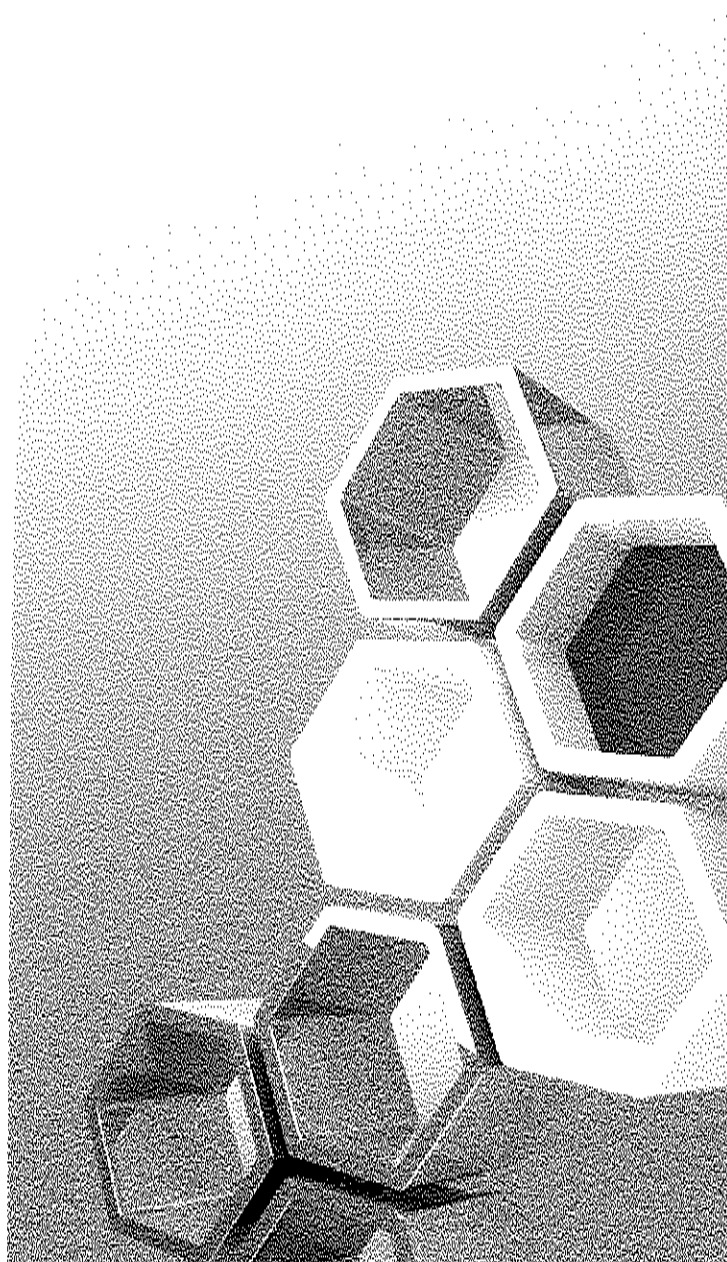
**Budgetary Estimate for
Identity Solutions**

Prepared For:

**Tony St. Romaine
City of Ashland**

Prepared By:

Matt Buydos



DIGITAL IDS

RESUME ID

ACCESS CONTROL

ADVANCED INTEGRATION

TRACKING SOLUTIONS



888-345-8511

**SOLUTIONS,
SUPPORT,
RESULTS.**

Number AAAQ2467

Date Oct 20, 2021

Sales Quote

Valid Thru 1/19/2022

Sold By

Matt Buydos
17825 Edison Ave
Chesterfield, MO 63005
USA

E-Mail mbuydos@elliottdata.com

Phone 636-386-8400

Sold To

City of Ashland
Tony St. Romaine
City Administrator

109 E. Broadway
PO Box 135

Ashland, MO 65010

E-Mail cityadmin@ashlandmo.us

Phone 573.657.2091

Qty	Description	Unit Price	Ext. Price
ELLIOTT DATA/BADGE PASS ACCESS CONTROL SOLUTION			
21	BadgePass Access Manager Device License (1 Per Reader)	\$50.00	\$1,050.00
21	Discount	-\$50.00	-\$1,050.00
21	BadgePass Access Manager SUA (1 Per Reader / 1 Year)	\$20.00	\$420.00
21	Year 1 Discount	-\$20.00	-\$420.00
21	BadgePass 1 Door PoE Intelligent Controller - Wired Doors	\$829.00	\$17,409.00
3	Discount By Removing PoE Controllers from Current PD Building	-\$829.00	-\$2,487.00
20	BadgePass Mini Reader (Smart Only)	\$323.00	\$6,460.00
1	BadgePass Wall Mount Keypad Reader (Multi-tech)	\$645.00	\$645.00
3	HES 1006 Electric Strike	\$525.00	\$1,575.00
1	Von Duprin Electric Power Transfer	\$28.00	\$28.00
17	HES 5200 Electric Strike	\$198.00	\$3,366.00
21	Door Position Sensor	\$8.00	\$168.00
	SubTotal		\$27,164.00
ELLIOTT DATA VIDEO MANAGEMENT SOLUTION			
20	IT9380-H - 5MP 20fps, H.265, 2.8/3.6mm, 30M IR, WDR Pro, SNV	\$259.98	\$5,199.60
0	Optional - IT9388-HT - 5MP 20fps, H.265, 2.8~12mm, 30M IR, WDR Pro, SNV	\$403.31	\$0.00
20	Vast Video Managemet Software (No Cost up to 25 Camera Streams)	\$0.00	\$0.00
1	ND9541P - H.265 32-CH Embedded PoE NVR	\$1,444.98	\$1,444.98
1	W Box 0E-9P8POEGIG 9-Port 8 POE Gigabit Switch 130w Budget	\$250.00	\$250.00
1	Optional - Western Digital 4TB HDD (approx. 60 Days)	\$220.00	\$220.00
0	Optional - Western Digital 8TB HDD (approx. 75 Days)	\$540.00	\$0.00
	SubTotal		\$7,114.58
PROFESSIONAL SERVICES/SUPPORT AGREEMENTS			
1	On-Site Installation, Training & Project Management	\$11,100.00	\$11,100.00
41	Optional - Wiring Labor & Materials (Per Run)	\$250.00	\$10,250.00
1	Optional - Annual On-Site Complete Support Agreement	\$7,790.00	\$7,790.00
0	Optional - Annual Remote Support Agreement	\$2,295.00	\$0.00
	SubTotal		\$29,140.00

Continued On Next Page ...

Qty	Description	Unit Price	Ext. Price
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1 ELLIOTT DATA PROMOTIONAL DISCOUNT

-\$10,524.23

-\$10,524.23

*Existing BadgePass Server Software & Identity Manager Licenses will be salvaged.

*Customer will provide server, PC(s) and network infrastructure.

**PLEASE ALLOW FOR
APPLICABLE TAXES AND
SHIPPING**

GLOBAL SUPPLY CHAIN ISSUES ARE HAVING AN IMPACT ON NEARLY ALL INDUSTRIES AND COULD POTENTIALLY COME INTO PLAY WITH FUTURE PROJECTS. AT THIS TIME, ELLIOTT DATA IS CURRENTLY SITTING AT A 6 WEEK LEAD-TIME FOR PROJECT "KICKOFF" AND PROJECTING THAT THE PROJECT WILL TAKE APPROXIAMETLY 60 MAN HOURS TO COMPLETE.

Total

\$52,894.35

PRICES BASED UPON TOTAL PURCHASE - PRICES GOOD FOR 30 DAYS UNLESS NOTED ABOVE - UP TO 3% HANDLING MAY BE ADDED FOR CREDIT CARD PAYMENTS - MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING - THIS DATA SHALL NOT BE DISCLOSED OUTSIDE RECIPIENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THE PROPOSAL, INTERNALLY BY THE CUSTOMER - ELLIOTT DATA SYSTEMS IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS AND/OR OMISSIONS - SIGNER AGREES TO ELLIOTT DATA SYSTEMS STANDARD TERMS AND CONDITIONS - COMPLETE TERMS AND CONDITIONS SUPPLIED UPON REQUEST

Terms

Net 30

Accepted By: _____

Date: _____

Page 2 of 2

www.elliottdata.com

General Terms and Conditions

General terms and conditions are as stated below. Any deviations from the standard terms and conditions will be agreed to in writing.

- Equipment Availability. If proposed or quoted hardware is discontinued from production prior to order being accepted by Elliott Data, Elliott will supply equivalent model(s) at prevailing pricing.
- Scope of Work. Most project quotations or estimates requiring any data integration, customer supplied components or resources will be accompanied by scope of work outlining the project goals and responsibilities of both parties. Changes to the scope of work after project work is initiated may resulting in changes to the initial project quotation.
- Restocking Fee. A restocking fee of 25% will apply to any approved returns. An RMA is required to any returns. Items returned without an RMA will not be accepted by our receiving department. Some items may be non-refundable.
- Purchase Price. Prices listed on quote are based on total purchase of complete solution. Eliminating certain line items may require that a new quotation be issued.
- Unknown/Concealed Conditions. If unknown or concealed conditions affect the installation/operation of the solution, Elliott will promptly notify the customer. The investment cost may be adjusted for such unknown or concealed conditions if additional material or labors are required.
- Non-Transferable. Any software licenses purchased by a customer are owned by that customer and cannot be sold or transferred to different customer without written approval from Elliott Data or the appropriate software issuer.
- Limitation of Liability. In no event will Elliott be liable for any indirect, incidental, consequential, special, or exemplary damages arising from or in connection with your use or inability to use either the Elliott solution or any other products or services following delivery of solution described herein, even if Elliott has been advised of the possibility of such damages. Elliott is not responsible for typographical errors and/or omissions.

Customer Responsibilities

- Items Required/Customer supplied PCs. Provide a ready site for setup and installation of system. This includes: Computers, Network Connections (when required by application), Power, Appropriate Work Area, and any other Device or item being supplied by customer as stated in the above scope.
 - Customer Furnished Equipment (CFE) must meet current Elliott specifications. Specifications may be documented on the main quote or the scope of work document. Elliott may require CFE to be delivered to Elliott in advance of on-site installation for software load and configuration. Data and application back-up of CFE is solely the customer's responsibility. Elliott is not responsible for any data lost on CFE. PCs, servers, networks, software applications, and other peripherals supplied by the customer are not covered under the terms of any Elliott warranty or service agreement and support calls related to these items are billable at established service rates.
 - Power provided at installation site by customer must meet the following: **dedicated** and **isolated** low impedance grounded 120v AC, 15/20/30 amp receptacles with UPS or Power Conditioner if required.
- Pre-Installation Details. It is the customers responsibility to participate in any pre-installation meetings or communications. Failure to provide information as requested may delay installation or increase installation costs.
- Data and Graphics. Data provided to Elliott by customer must be properly formatted it is also imperative that the data not be corrupt or outdated. Elliott is not responsible for corrupt or outdated data. Images and logos provided

to Elliott should be of the proper size and resolution according to their use in the project and must be provided in an appropriate format. Sample or Test data may be requested for pre-installation use.

- - Specifications for data and images/graphics will be provided in advance by Elliott. Any professional services required to clean or format provided data/graphic files will be billed at established rates.
- Remote Access. Customer to provide remote access to system and or network for Elliott.
- Primary Contacts/IT Support. Customer is to provide a primary point of contact that is authorized to coordinate installation schedules and make decisions regarding system design. During the installation, the customer's IT personnel need to be available to our installing technician if there is any custom, or network integration to be performed. If required, network access, administrative rights, etc. should be readily available through customer's IT staff in order to insure a timely installation process. Customer will ensure that its employees co-operate fully with Elliott and that such employees shall be qualified to carry out any tasks which they may be assigned in relation to the project.

Elliott Responsibilities

- Installation/Configuration. Elliott will configure and install the proposed solution at customer's location as directed and agreed upon with customer in the scope of project.
 - Installations and Service will be performed during normal business hours, defined as: Monday through Friday between the hours of 8:00 am and 5:00 pm CST. On rare occasions, installations and service may take place outside of these days/hours. If customer requests/causes installations/service to take place outside of normal business hours, customer will be billed at an hourly rate equal to time and one-half of Elliott's usual published service rates. Additional on-site trips required due to site-not-ready issues or other customer related issues not caused by Elliott will be billed at Elliott usual published service rates.
- Training. Training details and specifics will be outlined in the project scope of work.

Enhancements, Support, and Warranty

- Enhancements. Elliott and its partners are continually developing enhancements to our entire product line which are packaged into periodically released updates. The release dates and upgrade schedule varies according to product. In order to receive the current version of our software you must have a current Software Maintenance Agreement (SMA). Legacy versions of software may be subject to limited support. SMA coverage applies to the respective product(s) purchased by the customer and the customer is entitled to any upgrades available for the respective product. Elliott accepts input and feedback for requests and suggestions for product enhancements. We maintain a process of regularly reviewing and evaluating requests so that they can be added to our product roadmaps as required and as resources allow.
- Support. Elliott strives to provide world class support to our customers through a variety of methods, including Telephone Support, Remote Support Tools, and On-Site Support. Elliott strongly recommends a Preventive Maintenance Agreement (PMA) for equipment and an SMA for the same term. An Elliott PMA offers preferential response times, loaner equipment, regularly scheduled preventive maintenance check-ups, as well as unlimited emergency support.
- Warranty. Warranty terms and conditions offered by Elliott will be itemized on the attached quote or supporting documentation. Manufacturer's warranty for supplied equipment may supersede warranty provided by Elliott.

Non-Disclosure Agreement

- Reproduction. The Receiving Party agrees not to reproduce any Confidential Information, will cease using it upon receipt of a written request to do so, and with respect to such information provided in writing or in some other tangible form, will return it to the Disclosing Party immediately upon receipt of a written request to do so.
- Hold in Confidence. The Receiving Party agrees to hold in confidence and not directly or indirectly to reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity other than a key employee, agent, counsel, accountant or other advisor (a "Representative") who has a need to know such Confidential Information for the purpose of this Agreement. The Receiving Party will not utilize any of the Confidential Information for any purpose at any time other than as contemplated by this Agreement. Before any such Confidential Information is disclosed to any Representative, each such person shall be informed of the confidential nature of such information and material and shall agree to comply, in writing, with the use and non-disclosure provisions of the Mutual Confidentiality and Non-Disclosure Agreement.

Billing and Payment Terms

Elliott Data Systems (Elliott) will issue invoices at agreed upon project milestones or at the completion of a project. The customer shall pay all invoices within 30 days of the invoice date, unless another timeframe is agreed upon in writing. If Elliott has not received payment from Customer more than 30 days after the date of the invoice, Elliott may assess five percent simple interest on the unpaid invoice. Interest begins accruing on the invoice due date. If Customer has not paid an invoice for more than 90 days, Elliott may refer collection of the unpaid amount to an attorney or collections agency. If Customer's unpaid invoices are referred to an attorney or collections agency, Customer shall pay all reasonable attorney's fees or collections agency fees. In addition, Elliott retains a security interest in all property sold, and retains the right to field liens, UCC Filings, repossession, or disable software and equipment delivered that has unpaid invoices more than 90 days past due.

- Payment Terms Definitions.

Down = Specified % Due with signed quote and/or purchase order

Delivery = Specified % Payment due upon initial delivery of goods or services

Live = Specified % Payment due when system is determined "live" by EDS

Agreement

This proposal agreement contains the agreement between you and Elliott regarding the matter(s) referred to herein and the fees, Charges, and expenses to be paid relative thereto.

Accepted and Agreed:

Name: Tony St. Romaine

Title: City Administrator

Signature: _____

Date: _____

PO#: _____

Total Amount \$52,894.35

Access Control City Hall RFP
Evaluation Scores

Date: _____

FACTOR	POINTS (Max)	Elliot Data Systems	ADS
Lelande	100	80	85
John	100	92	95
Gabe	100	93	97
<i>19th</i>	<i>100</i>	<i>98</i>	<i>98</i>
Total	<i>400</i> 200		

Access Control City Hall RFP

Evaluation Scores

Scored by: Leanne Baker Date: 10/25/21

FACTOR	POINTS (Max)	Elliot Data Systems	ADS
Cost	60	55	50
Experience with Similar Projects	15	10	15
Proposed Schedule	20	15	15
Value added services offered	5	0	5
	100	80	85

Access Control City Hall RFP

Evaluation Scores

Scored by: Gabe Edwards

Date: 10-25-2021

FACTOR	POINTS (Max)	Elliot Data Systems	ADS
Cost	60	60	59
Experience with Similar Projects	15	12	15
Proposed Schedule	20	18	18 18
Value added services offered	5	3	5
	100	93	97

Access Control City Hall RFP

Evaluation Scores

Scored by: Nathan T. Conway Date: 10-25-21

FACTOR	POINTS (Max)	Elliot Data Systems	ADS
Cost	60	60	55
Experience with Similar Projects	15	12	15
Proposed Schedule	20	15	20
Value added services offered	5	5	5
	100	92	95

Resolution and Draft Contract



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Lelande Rehard

Board Meeting Date: November 2, 2021

Re: Agreement for professional engineering services with Allstate Consultants, LLC. for the Main Street water line replacement project

EXECUTIVE SUMMARY:

The city issued an RFQ for engineering services for the design and bidding of the Main Street water line replacement project. City staff has selected and negotiated an agreement with Allstate Consultants LLC for board consideration.

DISCUSSION:

The replacement and looping of the waterlines along Main St., Sappington, Laurel, and Wilson is one of the last needed improvements to the city's existing water system.

The city issued a RFQ and received 6 responses (MECO, Allstate, Bartlett and West, TWM, ESS, and McClure) by the closing date. Staff evaluated all the proposals and decided to interview Bartlett and West and Allstate Consultants. Following the interviews staff decided to pursue an agreement with Allstate Consultants.

City engineer, Mr. Conway, has negotiated the agreement that is attached. Construction is expected to be finished by fall of 2022.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$80,175.00

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the resolution authorizing the Mayor to enter into an agreement with Allstate Consultants LLC.

11-02-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH ALLSTATE CONSULTANTS LLC. FOR THE
WATER LINE REPLACEMENT PROJECT

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

Whereas, the staff has solicited for request for qualifications for engineering services for the water line project at Main Street, Sappington Drive, Wilson Lane and Laurel Lane and received request for qualifications from six engineering firms.

The staff evaluated the request for qualifications and recommends Allstate Consultants, LLC. for the water line replacement project for the Water Department.

The Board of Aldermen authorizes the Mayor to enter into an agreement with Allstate Consultant's LLC. for engineering services for the water line replacement project.

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

Passed and adopted this _____ day of _____, 2021.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

3312 LeMone Industrial Blvd.
Columbia, MO 65201
Phone (573) 875-8799
Fax: (573) 875-8850
E-Mail: allstate@allstateconsultants.net



TRANSMITTAL

To: Mr. John Conway, City Engineer From: Stephen Lin, P.E.
Company: City of Ashland, Missouri
Address: 109 East Broadway, P.O. Box 135
City: Ashland State: MO Zip: 65010
Phone: (573) 657-2091 Date: October 25, 2021
Re: Ashland Water Line Replacement Job:

<input type="checkbox"/> Copy of Letter	<input type="checkbox"/> Via U.S. Mail	<input type="checkbox"/> For Approval
<input type="checkbox"/> Originals	<input type="checkbox"/> Via U.P.S. Next Day Air	<input type="checkbox"/> For Your Information
<input type="checkbox"/> Plans	<input type="checkbox"/> Via U.P.S. 2 nd Day Air	<input type="checkbox"/> As Requested
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Via U.P.S. Ground	<input checked="" type="checkbox"/> For Your Review
<input type="checkbox"/> Redline Sets	<input checked="" type="checkbox"/> Hand Delivered	
<input type="checkbox"/> Report	<input type="checkbox"/> Pick Up	
<input checked="" type="checkbox"/> Other		

Copies	Description
1	Water Line Replacement Project – Ashland, Missouri Agreement for Professional Services

COMMENTS:

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ASHLAND, MISSOURI

AND

Allstate Consultants LLC

THIS AGREEMENT (hereinafter "Agreement") between the City of Ashland, Missouri, a municipal corporation (hereinafter "City") and Allstate Consultants LLC, 3312 LeMone Industrial Boulevard, Columbia, MO 65201, (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH

WHEREAS, City desires to engage Consultant to render certain professional services as outlined in the Scope of Work and Fee Schedule in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Services. City agrees to engage the services of Consultant and Consultant agrees to perform the professional services outlined in Exhibit A. City may add to Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of City. All such directives and changes shall be in written form and prepared and approved by the City Administrator and shall be accepted and countersigned by Consultant.

2. Subcontracts. Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. Term. The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement, but in any event, all of the services required hereunder shall be completed by December 31, 2022, unless the Parties agree otherwise, in writing.

4. Payment. The City agrees to pay the Consultant on an hourly basis and per task at the rates set forth in Exhibit A attached hereto in a total amount not to exceed the sum of eighty thousand one hundred seventy five (\$80,175), which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Consultant shall submit a monthly invoice to City setting forth the amounts due and payable for services rendered and City shall make payment, or notify Consultant of any dispute relating to amounts due, within thirty (30) days following the submission of such invoice. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

5. Termination. City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to City within thirty (30) days of the termination date.

6. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Ashland
City Administrator
109 E. Broadway
Ashland, MO 65010

If to CONSULTANT:

Allstate Consultants LLC
Attn: Stephen Lin
3312 LeMone Industrial Boulevard
Columbia, MO 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. Employment of Unauthorized Aliens Prohibited. Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services, Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Ashland, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Ashland from the City of Ashland's own negligence.

14. Professional Oversight Indemnification. Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

17. General Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work and Fee Schedule.

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF ASHLAND, MISSOURI

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Treasurer

CONSULTANT

By: _____

Name: Chad W. Sayre

Title: Vice President

Date: October 25, 2021

ATTEST:

BY: Karen Sayre
Secretary or Witness
Name: Karen Sayre, Office Manager

EXHIBIT A

1. Scope of Work Agreement and Fee Schedule dated October 25, 2021
2. Water Line Replacement General Location Map
3. Preliminary Project Schedule
4. Certificate of Liability Insurance

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: CITY OF ASHLAND, MISSOURI
109 EAST BROADWAY
P.O. BOX 135
ASHLAND, MO 65010

BILLING: SAME AS CLIENT

DATE: OCTOBER 25, 2021

PROJECT #: 21239.01

PROJECT INFORMATION:

**WATER LINE REPLACEMENT PROJECT
MAIN STREET, SAPPINGTON DRIVE, WILSON LANE, AND LAUREL LANE**

SCOPE OF SERVICES / FEE FOR SERVICES:

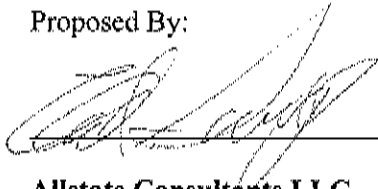
Allstate Consultants LLC, 3312 LeMone Industrial Blvd., Columbia, MO agrees to provide professional services related to for the above listed project. These services will be completed on a **Not-To-Exceed Fee** basis. See the attached Addendum A for our hourly rates and standard terms and conditions.

Allstate Consultants LLC will complete our services for a not-to-exceed fee of *Eighty Thousand One Hundred Seventy-Five Dollars (\$80,175.00)*.

CONTRACT:

Acceptance of this agreement will serve as Allstate Consultants' notice to proceed and together with the standard terms and conditions attached hereto represent the formal contractual agreement. All fees associated with this project will be paid for by the client.

Proposed By:



Allstate Consultants LLC

Accepted By:

Signature

Date

Print Name / Title



ADDENDUM A – STANDARD TERMS AND CONDITIONS

Scope of Service: The Client (you) and the Consultant (Allstate Consultants LLC) have agreed to a list of services the Consultant will provide to the Client as set forth in this agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided below. Any services not set forth in this agreement are specifically excluded and Consultant assumes no responsibility for those services. Directing the Consultant to proceed with services is an acceptance of this proposal.

Fee: A **Fixed fee**, if stated, shall constitute the total compensation due.

A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the Consultant.

An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.

A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.

An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

Hourly Rate: Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL.....	\$180.00
ENGINEER III	\$150.00
ENGINEER II	\$140.00
ENGINEER I	\$125.00
WATER QUALITY SCIENTIST III	\$145.00
WATER QUALITY SCIENTIST II	\$115.00
WATER QUALITY SCIENTIST I	\$75.00
PROJECT SCIENTIST III	\$140.00
INVESTIGATIVE ENGINEER III	\$225.00
INVESTIGATIVE ENGINEER II	\$200.00
INVESTIGATIVE ENGINEER I	\$170.00
TECHNICIAN VI/SURVEYOR III	\$135.00
TECHNICIAN V/SURVEYOR II	\$125.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER	\$110.00
TECHNICIAN III/PROJECT MANAGER I	\$91.00
TECHNICIAN II	\$75.00
TECHNICIAN I	\$55.00
TECHNICIAN	\$36.00
CREW (1 MAN)	\$135.00
CREW (2 MEN)	\$160.00
CREW (3 MEN)	\$185.00
INVESTIGATOR IV	\$130.00
INVESTIGATOR III	\$120.00
INVESTIGATOR II	\$95.00
INVESTIGATOR I	\$77.00
EXPERT TESTIMONY II	\$365.00
EXPERT TESTIMONY I	\$235.00
DRILL RIG CREW (2 MEN)	\$165.00
DRILL RIG CREW WITH GROUTER (2 MEN)	\$185.00
GPS RECEIVERS (PER UNIT)	\$130.00/day
TRAFFIC COUNTERS (PER UNIT)	\$55.00/day
ATV (PER UNIT)	\$130.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.)	Actual Cost

Annual Rate Increase: Rates may be adjusted annually or periodically. Adjusted rates will be incorporated and billed into applicable agreements and contracts.

Reimbursable Expenses: The Client shall reimburse the Consultant for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, meals, lodging, and other miscellaneous expenses.

Billing/Payments: Statements for the Consultant's services shall typically be submitted on a monthly basis and at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

Retainer: A retainer or advance deposit may be required for the amount stated in this Agreement. If required, the Client shall pay the Consultants prior to our commencement of services. The client has agreed to pay our monthly invoices on a current basis and the retainer shall be applied to the outstanding balance upon the conclusion of our services or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the services.

Termination of Services: The Agreement may be terminated by the Client or the Consultant after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Scope of Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Construction Observation: The Consultant may visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

Presence of Hazardous Materials: The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, existing plans/specifications, existing geotechnical reports, and instructions required by this Agreement. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Ownership of Instruments of Service: The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the time to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

Cost Estimate for Engineering Services

Date: October 25, 2021

Project Name: Water Line Replacement Project
Main Street, Sappington Drive, Wilson Lane, and Laurel Lane

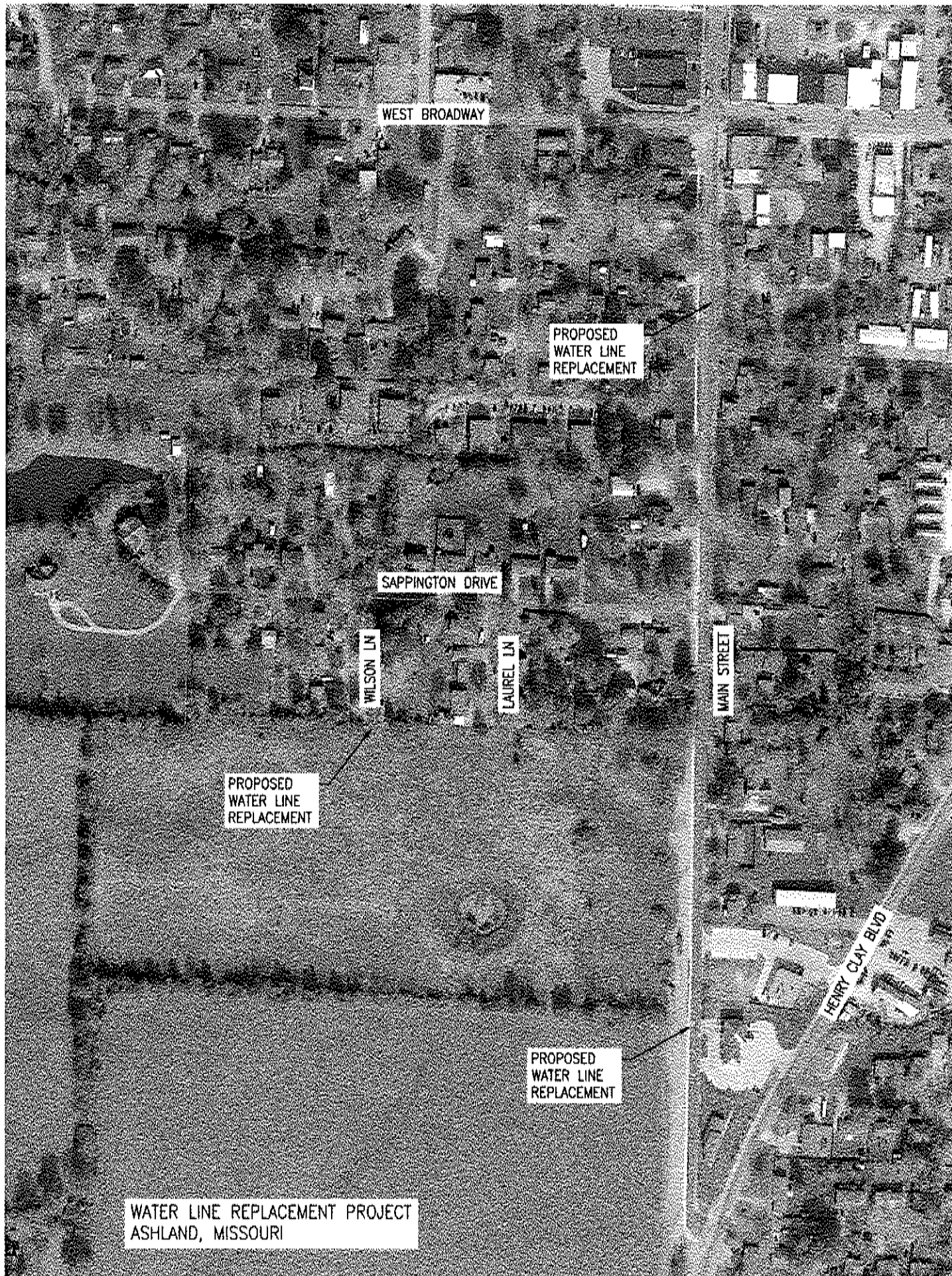
Location: Ashland, Missouri

Phase Description / Job Title	Position	Rate	Units	Subtotal	Description Total
1. Design Phase Services					
<u>Surveying</u>	Surveyor III	\$ 135.00	4	\$ 540.00	
Boundary, Topographic, and Utility Survey	Technician III	\$ 91.00	4	\$ 364.00	
	2 Man Crew	\$ 160.00	12	\$ 1,920.00	\$ 2,824.00
<u>Easement Documents</u>	Surveyor III	\$ 135.00	16	\$ 2,160.00	
Permanent and Temporary Easements	Technician I	\$ 55.00	4	\$ 220.00	\$ 2,380.00
<u>Basic Engineering Design</u>	Engineer III	\$ 150.00	60	\$ 9,000.00	
Plans, Contract Documents, Specifications, Wage Rates,	Technician III	\$ 91.00	120	\$ 10,920.00	
Meetings, Review & Revisions, Probable Construction Cost Est.	Technician I	\$ 55.00	40	\$ 2,200.00	\$ 22,120.00
<u>Hydraulic Analysis</u>	Engineer III	\$ 150.00	16	\$ 2,400.00	
Modeling, Hydraulic Calculations, Assessment, City Flow Test	Engineer I	\$ 125.00	32	\$ 4,000.00	
and Data	Technician III	\$ 91.00	16	\$ 1,456.00	\$ 7,856.00
<u>MDNR Permit Submittal / Correspondence</u>	Engineer III	\$ 150.00	16	\$ 2,400.00	
Document Submittal, Construction Permit Application,	Technician I	\$ 55.00	8	\$ 440.00	\$ 2,840.00
Comment Response					
2. Bidding and Negotiating Phase Services					
<u>Bidding and Construction Contract</u>	Engineer III	\$ 150.00	32	\$ 4,800.00	
Bid Opening, Bid Tabulation, Recommendation of Award,	Technician I	\$ 55.00	12	\$ 660.00	\$ 5,460.00
Owner & Contractor Agreement					
3. Construction Phase Services					
<u>Construction Staking</u>	Surveyor III	\$ 135.00	2	\$ 270.00	
3 Trips for Staking Water Line Alignment & Appurtenances	Technician III	\$ 91.00	6	\$ 546.00	
	2 Man Crew	\$ 160.00	12	\$ 1,920.00	\$ 2,736.00
<u>Construction Administration / Engineering</u>	Engineer III	\$ 150.00	16	\$ 2,400.00	
Preconstruction Conference, Notice to Proceed, Submittal	Surveyor III	\$ 135.00	16	\$ 2,160.00	
Review, Pay Estimates, Change Orders	Technician II	\$ 75.00	16	\$ 1,200.00	\$ 5,760.00
<u>Construction Observation</u>	Engineer III	\$ 150.00	16	\$ 2,400.00	
Owner's Representative for On-site Observation (Half Day)	Surveyor III	\$ 135.00	32	\$ 4,320.00	
	Technician II	\$ 75.00	220	\$ 16,500.00	\$ 23,220.00
4. Post Construction Phase Services					
<u>Project Certification / Asbuilt</u>	Engineer III	\$ 150.00	2	\$ 300.00	
Final Inspection/Followup, MDNR Statement of Work	Surveyor III	\$ 135.00	2	\$ 270.00	
Completed, Lien Waivers, Wage Rate Certification, Warranty,	Technician III	\$ 91.00	12	\$ 1,092.00	
As-Built Drawings	Technician II	\$ 75.00	8	\$ 600.00	
	Technician I	\$ 55.00	2	\$ 110.00	
	2 Man Crew	\$ 160.00	8	\$ 1,280.00	\$ 3,652.00
5. Expenses					
Printing, Copies	-	-	-	\$ 350.00	
Research	-	-	-	\$ 25.00	
Mileage	-	\$ 0.56	1700	\$ 952.00	\$ 1,327.00

Total Cost Estimate for Engineering Services

\$ 80,175.00

Allstate Consultants LLC
3312 LeMone Industrial Blvd.
Columbia, MO 65201
Phone: (573) 875-8799



WATER LINE REPLACEMENT PROJECT
MAIN STREET, SAPPINGTON DRIVE, WILSON LANE, AND LAUREL LANE
ASHLAND, MISSOURI
PRELIMINARY PROJECT SCHEDULE

As of: 10/25/2021

No.	Phase Description / Job Title	Estimated Start	Estimated End	2021												2022												2023																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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Tasks by Allstate Consultants (AC)
Tasks by MDNR (DNR)
Tasks by Owner (O)
Tasks by Multiple Parties (MP)
Tasks by Contractor (C)



ALLSCON-01

JKKNIGHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2021

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 have ADDITIONAL INSURED provisions or 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 Charles L. Crane Agency Co. 100 N Broadway, Ste 900 Saint Louis, MO 63102	CONTACT Julie Knight NAME: PHONE (A/C, No, Ext): (314) 444-4817 FAX (A/C, No): (314) 444-4970 E-MAIL jknight@craneagency.com ADDRESS:														
INSURED Allstate Consultants, LLC 3312 LeMone Industrial Blvd. Columbia, MO 65201	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Sentinel Insurance Co., Ltd.</td><td>11000</td></tr><tr><td>INSURER B: Hartford Accident & Indemnity</td><td>22357</td></tr><tr><td>INSURER C: Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Co., Ltd.	11000	INSURER B: Hartford Accident & Indemnity	22357	INSURER C: Berkley Insurance Company	32603	INSURER D:		INSURER E:		INSURER F:	
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			84SBWBG4584	4/19/2021	4/19/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			84UEGAC7245	4/19/2021	4/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			84SBWBG4584	4/19/2021	4/19/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WBGAB2W11	4/19/2021	4/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			AEC904011103	10/17/2021	10/17/2022	Each Claim 2,000,000
C	Liability			AEC904011103	10/17/2021	10/17/2022	Annual Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Ashland
City Hall
109 E. Broadway
Ashland, MO 65010

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

Joel Karsten
Joel Karsten