



**City of Ashland, Missouri
Meeting Agenda
Board of Aldermen
Ashland, Mo. 65010
7:00 p.m. Tuesday, January 04, 2022**

This meeting will be held via zoom only.

<https://us02web.zoom.us/j/83802777144?pwd=WjNpZUZHZWVwVkJCSVlmS1E5N1c0QT09>

I. INTRODUCTORY ITEMS

Invocation
Pledge of Allegiance
Roll Call
Approval of Previous Minutes of December 21, 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. None

VII. OLD BUSINESS

a. None

VIII. NEW BUSINESS

- a. A resolution authorizing the Mayor to enter into an agreement with Gerding, Korte and Chitwood for auditing services
- b. A resolution authorizing the Mayor to enter into an agreement with Municode for recodification services

- c. A resolution authorizing the Mayor, on behalf of the City, to enter into the employment agreement for the City Administrator for the City of Ashland, Missouri

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@ashlandmo.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: 12-30-2021 @ 9:35 DD

DECEMBER 21, 2021
BOARD OF ALDERMEN MINUTES
7:00 P.M.

DRAFT COPY NOT APPROVED BY THE BOARD

Mayor Pro-tem Bell called the regular meeting to order at 7:00 p.m. on December 21, 2021 via zoom.

Mayor Pro-tem Bell led in the pledge of allegiance.

Mayor Sullivan was not in attendance.

Mayor Pro-tem Bell 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, James Creel, Public Works Supervisor, City Administrator, Tony St. Romaine and John Conway, Civil Engineer.

Mayor Pro-tem Bell presented the minutes of the December 07, 2021 Board meeting for consideration. Alderwoman Old made motion to approve the minutes as presented. Alderman Lewis seconded the motion. Mayor Pro-tem Bell called for the vote. Motion carried.

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

Mayor Pro-tem Bell stated there are no scheduled public comments.

Mayor Pro-tem Bell presented Council Bill No. 2021-066, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2021-2022 Budget. Mayor Pro-tem Bell called for the staff report. Tony St. Romaine, City Administrator stated this is a budget amendment and more complex than usual. He stated we changed Treasurer and there are numerous changes, numerous incorrectly posted or things not reflected in budget at all. He gave an overview of some of the changes. Shelley Martin stated they would come back later in the year for a final budget amendment along with a resolution to approve the deficit spending out of streets. She stated they are cleaning things up in this fiscal budget year so they can begin the 2022-2023 Budget. Mayor Pro-tem Bell called for comments or questions from the Board. Nathan Nickolaus, City Attorney questioned if the ARPA funds needed to be in a segregated fund. Shelley Martin, City Treasurer, stated there was no fund line created and she stated the auditors stated it did not have to be segregated. She said the money would be appropriated in capital fund and used for ARPA approved expenses. Mayor Pro-tem Bell called for the motion to approve Council Bill No. 2021-066. Alderwoman Old made motion and seconded by Alderman Slinker. Mayor Pro-tem Bell called for the vote. Alderman Lewis-aye, Alderwoman Old-aye, Alderwoman Selby-aye, Alderman Slinker-aye, Alderman Volkart-aye. Motion carried.

Mayor Pro-tem Bell presented Ordinance No. 1388, an ordinance amending Chapter 2, City Organization, to clarify individual roles for the City Administrator, the City Clerk, and other appointed officers. Mayor Pro-tem Bell called for the staff report. Tony St. Romaine, City Administrator stated we talked about changes at last meeting and several grammatical and editing types of changes. He stated he thinks those have been reflected in the updated ordinance. He stated the code had not been updated in 20 years. He stated they are trying to clean up these issues before the recodification of the code. Mayor Pro-Tem Bell called for questions or comments from the Board. Mayor Pro-tem Bell called for the motion. Alderwoman Old

made motion and seconded by Alderman Lewis. Mayor Pro-tem Bell called for the vote. Alderman Lewis-aye, Alderwoman Old-aye, Alderwoman Selby-aye, Alderman Slinker-aye, Alderman Volkart-aye. Motion carried.

Mayor Pro-tem Bell presented Ordinance No. 1389, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2021-2022 Budget. Mayor Pro-tem called for the staff report. Tony St. Romaine stated this is the second reading on the Council Bill you just heard and had no additional comments. Mayor Pro-tem Bell questioned if it was fine doing both readings in the same night. Nathan Nickolaus, City Attorney stated it is not customary but it is legal to do. Mayor Pro-tem Bell called for a motion. Alderwoman Old made motion and seconded by Alderman Lewis to approve Ordinance No. 1389 authorizing the appropriation of funds to certain accounts within the fiscal year 2021-2022 Budget. Mayor Pro-tem Bell called for the vote. Alderman Lewis-aye, Alderwoman Old-aye, Alderwoman Selby-aye, Alderman Slinker-aye, Alderman Volkart-aye. Motion carried.

Mayor Pro-tem Bell presented a Resolution authorizing the Mayor to enter into a lawn waste disposal contract with Clean Cut Services, LLC. that was tabled at the last Board meeting. Tony St. Romaine stated he discussed the agreement with Richard Jones of Clean Cut Services and the one thing was making the hours more clear. He stated Mr. Jones does not collect data on the usage but stated it was heavily used. He stated Mr. Jones is not prepared to collect that data. Tony St. Romaine stated the signage has been updated to update the hours of operation and in the contract it states the City will pay half of the cost not to exceed the amount of \$150.00. Tony St. Romaine stated he felt all issues has been addressed. Alderwoman Old stated in clarifying the hours in the contract the holiday hours was taken out. She asked if this was a mistake. It was reported it was in error and this needs to be amended to include the holiday hours. Mayor Pro-tem Bell called for the motion. Alderwoman Old made motion and seconded by Alderman Volkart to approve the amendment of adding the holiday hours in to the lawn waste disposal agreement with Clean Cut Services, LLC. Mayor Pro-tem Bell called for the voice vote. Motion carried. Mayor Pro-tem Bell called for additional questions. Alderman Lewis questioned the hours and when it would be changed. Tony St. Romaine stated the hours will change immediately and the new sign has been purchased. He stated we would get the website updated to this change. Mayor Pro-tem Bell called for the motion to approve the resolution. Alderwoman Old made motion and seconded by Alderman Slinker to approve the resolution. Mayor Pro-tem Bell called for a voice vote. Motion carried.

Mayor Pro-tem Bell presented a Resolution authorizing the Mayor to enter into an agreement for professional services with Bartlett & West for the Henry Clay/Main/Liberty Lane intersection. Mayor Pro-tem Bell called for the staff report. Tony St. Romaine stated that Lelande Rehard and James Creel worked on this project. He stated at the last board meeting we entered into a TEAP agreement with MoDot with cost share to study that intersection. He stated this is the actual agreement with Bartlett & West engineering firm. He stated they are most familiar with this intersection since they conducted a traffic study for East Liberty Lane North. Mayor Pro-tem Bell called for questions or comments from the Board. Alderman Slinker asked that a clause be put in place for overages. Tony St. Romaine stated this is a study not the actual construction. Mayor Pro-tem Bell called for a motion to enter into an agreement with professional services with Bartlett & West for the Henry Clay/Main/Liberty Lane intersection. Alderwoman Old made motion and seconded by Alderman Slinker. Mayor Pro-tem Bell called for a voice vote. Motion carried.

Mayor Pro-tem Bell presented a Resolution to approve the site plan for Lot 5A of Ashland Industrial Park Plat 1A for Samuel Excavating, Inc. Mayor Pro-tem Bell called for the staff report. Tony St. Romaine stated John Conway is in attendance at the meeting and he could give a staff report on this. He stated the Board is seeing this because it is in airport zoning classification. John Conway stated he did the site plan review and recommends final approval by the Board. He stated the Planning and Zoning Commission recommended approval earlier this month. Alderman Lewis stated the Planning and Zoning Commission did not have any real issues and recommended approval. Mayor Pro-tem Bell called for the motion. Alderwoman Old made

motion and seconded by Alderman Volkart to take up for consideration the Resolution to approve the site plan for Lot 5A of Ashland Industrial Park Plat 1A for Samuel Excavating, Inc. Mayor Pro-tem Bell called for the voice vote. Motion carried.

Administrator's Report:

Tony St. Romaine, City Administrator gave a brief overview of the City Administrator position that closed last Wednesday. He stated we received a dozen applications and the interview committee has been reviewing applications and conducting interviews. He stated this is still ongoing but they hope to wrap it up by the end of the year and hopefully have a recommendation for appointment in January. He gave an update of the new City Hall/Police Department renovation and asked the Board to stop by and look at it. Tony St. Romaine stated they are still working out the details for the move but it looks to be on January 24-25. He stated the police department will need to be moved by the 16th since the closing on the building will take place on that date. He informed the Board of the dedication/ribbon cutting will be on January 28th at 2:00 p.m. Mayor Pro-tem Bell asked that a calendar invite be circulated out on this.

City Attorney's Report:

Nathan Nickolaus, City Attorney stated we will be moving into the legislative season and they will track those changes for the cities.

Public Works Director Monthly Report:

James Creel any questions on any topics that is in his report. He stated the speed hump on Red Tail was removed because of the condition it was in. He gave an overview of the budget constraints and detail on some projects due to this. He stated the Russian Setter street repair was completed working in conjunction with Martin Builders.

Tony St. Romaine asked for an update on the roundabout project. James Creel stated they are still working on the lighting and signage for this intersection. He stated the project should be wrapped up by the end of the year. Tony St. Romaine discussed the island and what could be placed in the center of it. He stated that MoDot has to approve of it prior to us proceeding. Tony St. Romaine stated he felt since this is the entrance to downtown we let the Downtown Betterment Coalition work on this. He stated we could also do an adopt-a-spot. He stated there is water and electric in the island. He asked the Board to share their thoughts on this matter.

James Creel reported Alliance Water Resource report was included in his report.

Board of Aldermen's Reports:

Alderman Slinker questioned that status of Nextsite on acquiring commercial developments in Ashland. Tony St. Romaine stated he talked with Charles Branch last week and they would be setting up a meeting and he would update the Board at their next meeting. Alderman Slinker questioned if NextSite would get a finder's fee for the Cartwright Development on Amazon. Tony St. Romaine stated that was in the process already and they would not.

Alderman Volkart questioned the estimated time of when the rewriting of the codes would be? He stated we need to consider developer impact fees. Tony St. Romaine stated we would have a contract for consideration for the recodification at the next meeting with Municode. He stated we have a company rewriting the codes on land development regulations, zoning, storm water, signage, etc. that is still underway and should have a draft in the middle of January. He stated the plan is to have this completed prior to the recodification that should begin in May or June and would take at least 9 months. Alderman Volkart asked if we could move the developer impact fee up for consideration. Tony St. Romaine stated he would make sure this would be included.

Mayor Pro-tem Bell called for additional comments from the public, Board or staff.

Mike Frese thanked the Board for getting the yard waste hours defined. He stated he felt it would take care of a lot of issues.

Mayor Pro-tem Bell called for the vote to adjourn. Alderman Volkart made motion and seconded by Alderman Lewis to adjourn the meeting. Mayor Pro-tem Bell called for the vote. Motion carried.

Darla Sapp, City Clerk

Stephanie Bell, Mayor Pro-tem

1-04-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR RECODIFICATION SERVICES WITH MUNICODE, LLC.

WHEREAS, the City Staff received the following quotes for recodification services of the City's code:

Municode-Base bid-\$22,000, Hosting- \$1,195

General Code-Base bid-\$21,810, Hosting-\$1,195

American Legal-Base bid-\$23,000, Hosting-\$800 for the first year

WHEREAS, the City Staff has reviewed the qualifications and proposal's and has recommended Municode, LLC for recodification services of the City Code.

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

The Board of Aldermen authorizes the Mayor to enter into an agreement for codification services with Municode, LLC as set out in the attached Exhibit "A".

Passed and adopted this _____ day of _____, 2022.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

1-04-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
AUDITING SERVICES WITH GERDING, KORTE AND CHITWOOD, CERTIFIED PUBLIC
ACCOUNTANTS FOR FISCAL YEAR 2022

WHEREAS, The City of Ashland requested qualifications and proposal's for auditing services for fiscal year 2022;

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

SECTION 1. The Board of Aldermen authorizes the Mayor to execute the agreement with Gerding, Korte and Chitwood, Certified Public Accountants for audit services for the year ending April 30, 2022.

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

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

Passed this _____ day of _____, 2022.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: January 4, 2022

Re: Financial Audit Services

EXECUTIVE SUMMARY: The City of Ashland advertised and sent RFPs out to prospective audit firms for completion of the City's annual financial audit services. Firms included Gerding, Korte & Chitwood, Williams Keeper, and KPM.

DISCUSSION: The only proposal received was submitted by Gerding, Korte & Chitwood, the same firm who has performed the City's audit for the past few years. Their past work has been exemplary, and they have proven themselves to be knowledgeable, accurate and timely.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 5 years:

2022	\$12,800
2023	\$13,100
2024	\$13,400
2025	\$13,700
2026	\$14,000

SUGGESTED BOARD ACTION: Staff recommends approval of a five year agreement with Gerding, Korte & Chitwood for financial audit services.

AGREEMENT FOR FINANCIAL AUDIT SERVICES

THIS AGREEMENT (hereinafter "Agreement") between the City of Ashland, Missouri, a municipal corporation (hereinafter "City") and Gerding, Korte & Chitwood, PC, with an address of 723 Main St, Boonville, MO 65233, (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 provide financial audit services as outlined in the City's Request for Proposal (RFP) attached as Exhibit A, and Consultant's proposal dated November 11, 2021, attached as Exhibit B, both of which are attached to this agreement and made a part of therein, 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 the City's Request for Proposal (RFP) and Consultant's proposal dated November 18, 2021.

2. Payment. The City agrees to pay the Consultant at the rates set forth in Section VI (Proposal Form) of the Consultant's proposal dated November 18, 2021.

3. 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.

4. 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:

Gerding, Korte & Chitwood, PC
Jeff Chitwood
723 Main St
Boonville, MO 65233

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.

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

6. 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.

7. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

Exhibit Description

- A Financial Audit Services Request for Proposal (RFP)
- B Gerding, Korte & Chitwood PC's Proposal dated November 18, 2021

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

18. 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

GERDING, KORTE & CHITWOOD, PC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Secretary or Witness

Name: _____

EXHIBIT A

RFP Title: Financial Audit Services



RFP TITLE: Financial Audit Services

ISSUE DATE: November 8, 2021

RETURN PROPOSAL NO LATER THAN: December 1, 2021 at 5:00 P.M.

DELIVERY INSTRUCTIONS: Clearly print or type **Financial Audit Services Proposal** on the outside of a SEALED envelope or package. Proposals may be mailed or delivered to Office of the City Administrator, Attn: Tony St. Romaine, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

CONTRACT PERIOD: The contract shall be effective from date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

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 RFP 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:

This document constitutes a request for competitive, sealed proposals for financial audit services for the City of Ashland (hereinafter referred to as City) as set forth herein.

PROPOSAL SUBMISSION:

Sealed proposals must be delivered to the Office of the City Administrator, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time. Proposals received after the specified date and time will be considered non-responsive and will not be opened. Proposal must be submitted in a sealed envelope and clearly marked as "FINANCIAL AUDIT SERVICES PROPOSAL".

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Tony St. Romaine, City Administrator, at cityadmin@ashlandmo.us.

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. Questions must be submitted no later than 5:00 p.m. on November 19, 2021.

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 Respondent will include by reference:

- Respondent'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 WORK & INSTITUTION QUALIFICATIONS**PERIOD OF SERVICE:**

The contract shall be effective from date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

General Information

The City of Ashland, Missouri is a fourth-class city and operates under the Mayor-Board of Aldermen - Administration form of government. The City's permanent population based on the 2020 census is 4,747. The City's total operating budget (including all funds) totals \$6,370,183 for the fiscal year beginning May 1, 2021 and ending April 30, 2022 (not including budget amendments still to be made). A copy of the City's FY2022 Budget may be accessed on the City's website at:

https://cms5.revize.com/revize/ashlandmo/FY%202022%20Budget_Adopted.pdf

City Services

The City of Ashland provides the following services to its citizens:

City Administration

Police Protection

Street Maintenance

Parks

Stormwater

Water

Wastewater

Financial System

The City's financial system is organized and operated on a "fund basis". Each fund is a distinct selfbalancing accounting entity. The accounting records for governmental fund types are maintained on the modified accrual basis. Revenues are recorded when available and measurable and expenditures are recorded when the liability is incurred. Proprietary funds are maintained on the accrual basis. Revenues are recognized when earned and expenses are recorded when the liability is incurred. The City also maintains a pooled cash account.

In fulfilling its responsibilities for reliable financial statements, management depends on the City's system of internal accounting controls. The system is designed to provide reasonable assurance that assets are effectively safeguarded, and transactions are executed and properly recorded in accordance with management's authorization and generally accepted accounting principles. The budgetary data represents the final approved budget after amendments as adopted by the Board of Aldermen. The City's financial and accounting systems are computerized using a personal computer network with GWorks software; however, the City is currently working to transition our financial data in Gworks to an ERP system with Tyler Technologies. This process will not be completed until the Spring of 2022.

The City will provide work area for auditing staff if needed. City staff will be available to answer questions and for consultation as needed.

SCOPE OF SERVICES:

The annual audit shall be of sufficient depth and scope to enable the auditor to produce an audit report. The audit must be conducted under the control of a Certified Public Accountant (CPA) with experience in auditing municipalities. The audit shall include an examination of the financial and other records of various activities, departments and funds of the City in accordance with the applicable generally accepted auditing standards, including the examination and testing for

fraudulent or improper financial activity. The examination shall also be made in compliance with the laws of the State of Missouri, Government Auditing Standards issued by the Comptroller General of the United States, the requirements of OMB A-133, and any other applicable requirements, including those promulgated by GAAP, AICPA and GASB. The auditing firm will prepare adjusting entries and a final trial balance upon completion of the field work. The auditing firm will prepare the Comprehensive Annual Financial Report and the Management Letter reviewing the City's system of internal controls and accounting procedures. The firm will be responsible for communication and interpretation of any changes made in governmental reporting and shall respond to reasonable inquiries by City staff during the contract year. Audit work papers shall remain in the custody of the auditor. The firm shall make available its work papers to the Missouri State Auditor's office, the City's Treasurer, and any designated cognizant agency of the federal government, upon request. Work papers shall be retained by the auditor for a period of five years from the date of the completion of the field work.

EVALUTION AND AWARD PROCESS:

The City of Ashland reserves the right to reject any or all proposals, to negotiate with any Respondent considered qualified, or to make an award without further discussion.

Selection Process

The City Treasurer, City Administrator, and City staff will review the qualifications of the firms submitting proposals. Firms may be invited to make presentations to staff. Their recommendation will be submitted to the entire Board of Aldermen for their consideration.

Evaluation Criteria

Proposals will be evaluated on the basis of the qualifications of the office in the CPA firm that will actually conduct the service. Following are some of the factors that will be considered:

- 1.) Number of current city and other local government clients.
- 2.) Water and sewer experience.
- 3.) Consulting capabilities.
- 4.) Quality control procedures.
- 5.) Participation in governmental organizations such as MML, MFOTA, GFOA, etc.
- 6.) Experience of the audit team.
- 7.) References.
- 8.) Scheduling of audit process.
- 9.) Fees.

PROPOSAL FORMAT AND CONTENTS

Responses to this Request for Proposal shall include the following information and the format shall be followed as shown. Incomplete proposals will not be accepted.

1. Table of Contents

Include a clear identification of the material by section and by page number.

2. Scope Section

Clearly describe the scope of the required services to be provided.

3. Audit Approach

Clearly describe your firm's approach to conducting the examination.

4. Profile of the Firm

Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.

Identify the supervisors and staff who will be assigned to the audit, including those from other than the local office. A resume of each person to be assigned to the audit must be included and should contain specific municipal and utility auditing experience, including work associated with Certificate of Achievement for Excellence in Financial Reporting, the Single Audit Act of 1984 and related amendments.

Describe the range of activities performed by the local office in the governmental area such as audit, accounting, or management services. Include activities that demonstrate your commitment to the municipal government practices.

Briefly describe your firm's quality control policies and procedures. State whether or not those policies and procedures are subjected to the professions "peer review" program to provide for an independent review of their effectiveness.

5. Governmental Experience

Describe the most recent audits (last three years) of municipalities and utilities comparable in size to, and similar to, the type of audit requested, that were conducted by the group proposed to undertake this audit. Also, give names and telephone numbers of client officials responsible for those audits listed.

6. Additional Information

Give any additional information considered essential to this proposal, including involvement in state and municipal government organizations, seminars, etc. Publications of your firm, such as directories, articles, and lists of clients, may be included but should not be voluminous.

7. Timing

The auditor may commence the examination on or after June 1, 2022. Please include a time schedule for fieldwork and completion of the audit. During the audit, the auditor may be required to meet with various elected and/or appointed officials to discuss the audit or related matters. A post-audit conference may be held with the City Administrator and/or City Treasurer to review the financial statements, compliance reports, and draft of comments and recommendations. The audit of all funds, the printing of the Comprehensive Annual Financial Report (CAFR) and Management Letter reviewing the City's system of internal controls and accounting procedures must be completed and submitted to the Mayor and Board of Aldermen within 120 days after the end of the fiscal year. The auditor will deliver up to five (5) hard copies and a searchable electronic version of the City's Audit/CAFR and Management Letter no later than 9/30/2022.

EXHIBIT B

GERDING, KORTE & CHITWOOD, PC's PROPOSAL DATED NOVEMBER 18, 2021

CITY OF ASHLAND, MISSOURI

TABLE OF CONTENTS

	<u>Page</u>
Letter of Transmittal	1-2
Section I:	
Scope of Audit	3-9
Section II:	
Audit Approach	10-11
Section III:	
Profile of the Firm	12-14
Section IV:	
References	15
Section V:	
Peer Review Report	16-17
Section VI:	
Proposal Form	18

November 18, 2021

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

Tony St. Romaine, City Administrator
City of Ashland
109 E. Broadway, P.O. Box 135
Ashland, MO 65010

Dear Mr. St. Romaine:

We appreciate the opportunity to submit our proposal for conducting the annual audits of the City of Ashland, Missouri for the years to end April 30, 2022, 2023, 2024, 2025 and 2026. As you are aware, the audit serves a very useful purpose by providing the management, the Board of Alderpersons and your citizens with a comprehensive financial report of the year's activities.

Obviously, there are considerations other than price when selecting a product of service for consumption. The same is true for the selection of your Certified Public Accountants. As you evaluate our proposal against all others, we suggest you use some or all of the following criteria and weigh each of the factors depending upon its relative importance to you.

Cost

The cost of the annual audit must be one of the key factors in influencing your decision. As a governmental entity, it is your responsibility to spend the City's resources wisely. Since money is a measurable commodity, it is easy to compare dollar cost and time commitment proposed by each firm. Our pricing is competitive with other firms, especially when considered on the basis of fee charged compared to time commitment and the experience of our audit staff.

PARTNERS

Fred W. Korte, Jr.
Joseph E. Chitwood
Travis W. Hundley
Jeffrey A. Chitwood
Amy L. Watson

PARTNER EMERITUS

Robert A. Gerding

Personnel and Experience

We believe the quality and experience of the personnel assigned to your audit is even more important than cost. There are several factors in determining the quality of the personnel to be assigned to the audit of the City. The key factors are education, experience and technical knowledge. The team of auditors to be assigned to this engagement has audited numerous governmental and not-for-profit entities over the years. Consequently, we have substantial experience in dealing with a vast number of problems and issues facing these types of organizations.

Our firm's policy is to staff audit engagements with experienced individuals. In fact, the partners of our firm generally perform much of the fieldwork on engagements. We believe this approach is essential to providing quality service.

By reviewing the brief resumes of the personnel to be assigned to this engagement, included in this proposal under Section III, we think you will conclude that we can match or exceed the qualifications and experience of the personnel of any firm you are considering. We are committed to the importance of a sound educational background coupled with a continuing educational program to continually improve our knowledge and experience. We believe we are particularly well suited to perform the audit for the City of Ashland.

Service

Of importance to the City is not only the quality of service rendered, but also the availability of service. With our offices located in Boonville and Columbia, we will be able to serve your needs both during the annual audit and throughout the year. As problems arise, it is important that you be able to contact your auditors and receive timely assistance by phone or email, on-site assistance or presentations. We would be able to assist you with high quality service, in a timely manner because of our proximity to the City.

We place a great deal of importance on having the City of Ashland on our client list, not only for financial reasons, but also for the pride we take in serving a quality organization. The City of Ashland, Missouri is important to us and as such you can expect to continue to receive the related service and attention you deserve.

We appreciate your consideration of our proposal. We hope you will weigh all the above factors in making your decision. We welcome the opportunity to meet with you regarding any aspect of our proposal.

Very truly yours,

GERDING, KORTE & CHITWOOD



Jeffrey A. Chitwood, CPA

SECTION I SCOPE OF AUDIT

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended April 30, 2022, 2023, 2024, 2025 and 2026. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

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

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

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

Audit Objectives

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

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

Management Responsibilities

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

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

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

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

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

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

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

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

Audit Procedures - General

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

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

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

Audit Procedures - Internal Controls

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

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

Audit Procedures - Compliance

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

Engagement Administration, Fees, and Other

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

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

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

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

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

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

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

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

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

Jeff Chitwood is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be as listed on the accompanying Proposal Form.

Over the past several years the Governmental Accounting Standards Board and the General Accounting Office of the Federal Government have issued numerous regulations affecting the conduct of governmental audits, the proposed fee as listed above includes the impact of these changes to date. There may be additional regulations during the term of this proposal that are not anticipated. We will discuss new regulations, if any, with the City Administrator to determine if additional audit fees are necessary to comply with such new regulations.

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

The proposed fee does not include an audit in accordance with the Uniform Guidance which is required if expenditures of federal awards exceed \$750,000. If an audit in accordance with the Uniform Guidance is required, additional time will be necessary and we will discuss it with you and arrive at a new mutually agreeable fee.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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

Auditing is an important part of our practice. We currently audit nineteen cities in Central Missouri. Because of this experience, we are familiar with the accounting and auditing standards applicable to cities.

Consulting Services

Government Auditing Standards do not allow for significant consulting services to be provided to a client receiving an audit. Accordingly, we do not anticipate providing any consulting services regarding prohibited areas. However, we will be available for routine consultation regarding accounting and internal control matters, as the need arises.

Independence

The firm of Gerding, Korte and Chitwood is independent with respect to the City of Ashland, Missouri.

Licenses to Practice

The firm of Gerding, Korte and Chitwood is licensed to practice as Certified Public Accountants in the State of Missouri. Also, all partners and supervisory staff are licensed certified public accountants in the State of Missouri.

Disciplinary Action

There has been no disciplinary action taken nor is any pending against the firm during the life of the firm.

Litigation

There has been no litigation settled or pending against the firm during the life of the firm.

Continuing Education

All professional staff members attend various continuing education seminar throughout the year. Each professional is required to obtain a minimum of twelve hours in governmental accounting training annually. In addition, a firm principal is a member of the School Audit Committee of the Governmental Accounting Committee of the Missouri Society of CPA's.

SECTION II AUDIT APPROACH

Specific Scope and Timing Requirements

The engagement will be broken into several phases as follows:

- 1) Planning;
- 2) Compliance testing;
- 3) Substantive fieldwork; and
- 4) Report preparation and review.

Each of these phases will be conducted by a partner of our firm who may be assisted by a staff member. We believe this approach differs from many firms and provides clients with the highest possible level of service.

The **planning phase** of the audit will be conducted by Jeff Chitwood and one or more members of our staff. This phase will involve analysis of the City's financial condition, as well as analysis of revenue sources and expenditures compared to the prior year and budget. This phase will also include obtaining an understanding of the City's internal control structure and testing of the internal control features that can be relied upon to efficiently reduce substantive audit testing.

The **compliance testing phase** of the audit will be conducted by various members of our staff. Compliance testing will primarily be focused on testing compliance with federal rules and regulations governing federal financial assistance; and testing for general compliance with Missouri statutes governing the financial aspects of cities.

The **substantive fieldwork phase** of the engagement will involve substantive tests of account balances and other audit procedures necessary to adequately disclose the financial position and financial activities of the City. Usually testing of receipt and disbursement control are performed during this phase of the audit. There will be some compliance testing in this phase as well.

The **report preparation and review phase** will be conducted primarily at our office and will involve summarization and review of the audit evidence obtained during the other phases. This phase will also involve the preparation of our auditor's reports and management letter. Several of our partners and staff will be involved in this phase of the audit.

Other Relevant Information

In evaluating the City's internal control structure we use check-lists, questionnaires and narrative memorandum. The City's policies and procedures will be evaluated.

We generally structure our audits to not rely on a client's EDP structure. Instead we treat the EDP structure as a manual system and audit the integrity of the input and output.

We utilize non-statistical, risk based sampling. We assess materiality by fund and develop appropriate risk models. Sample sizes are determined based on risk models.

We realize that it is not your staff's normal job to serve the auditors, so we try to make the fieldwork phase as pleasant as possible. We try to bring enough people to an engagement to finish the fieldwork as quickly and efficiently as possible.

Other Services

We typically answer routine questions from City personnel at no charge.

Substantive work in other areas, such as, internal control review, management services, etc. would be billed at our usual rates as follows:

Partner	\$150-200
Manager	\$125
Staff	\$100

Timing of the Audit

We will begin fieldwork when appropriate documentation is provided to us by the City. We will deliver final audit reports by September 30 each year, provided all documentation is provided to our firm by the City in a timely manner.

SECTION III PROFILE OF FIRM

Firm Qualifications and Experience

The firm of Gerding, Korte and Chitwood was officially organized May 1, 1981. We are a local firm with offices in Boonville and Columbia. We have a permit to practice with the Missouri State Board of Accountancy. Each CPA employed by our firm is an active member of both the Missouri Society of CPA's and the American Institute of Certified Public Accountants.

Our firm participates in an on-site peer review program as a requirement of membership in the American Institute of Certified Public Accountants. In the last inspection of our firm dated February 5, 2021, we received an unqualified opinion. The peer review included reviews of several governmental/utility engagements.

Governmental entities are a very important part of our accounting practice. We provide audit and advisory services to a large number of governmental entities. Section IV presents a partial list of governmental organizations served by our firm with similar operating characteristics and reporting requirements to yours. You may use any of these clients as references. In addition to these governmental clients we also serve many other governmental entities.

Staffing

Gerding, Korte and Chitwood currently employs nine certified public accountants, five of which are partners. There are currently four non-certified public accountant members of our professional firm. Our total staff size is eighteen. Each professional staff member is required to obtain at least 40 hours of continuing education each year. A minimum of 12 hours is obtained in governmental continuing education. We have had no turnover in our professional staff within the past three (3) years.

The audit will be coordinated from our Boonville office. However, to fully utilize the expertise of others within our firm with substantial governmental audit experience, personnel primarily working from our Columbia office may also be used on this engagement.

Our firm's practice is to staff engagements with experienced personnel. The staff expected to perform this engagement are as follows:

JEFFREY A. CHITWOOD, CPA - PARTNER IN CHARGE

Jeffrey joined our firm in May, 2004. He graduated summa cum laude with a Masters of Accounting Degree from the University of Missouri - Columbia in May, 2001 and became a licensed CPA in September, 2002.

Jeffrey has considerable auditing experience gained while working for a national accounting firm prior to joining our firm.

FRED W. KORTE, JR, CPA - PARTNER

Fred is a Certified Public Accountant licensed in the State of Missouri. After graduating from the University of Missouri - Columbia with a Bachelor of Science degree in Business Administration, Fred was employed as an accountant and later became a partner in a private CPA firm in Boonville. He became a licensed CPA in 1974. In 1981, Fred left this partnership to form Gerding, Korte and Chitwood, CPA's with Bob Gerding and Joe Chitwood.

Fred has considerable experience in governmental and school audits, and his audit client base consists primarily of governmental entities. He has attended numerous seminars and conferences related to governmental auditing requirements and techniques.

JOSEPH E. CHITWOOD, CPA - PARTNER

Joe is a Certified Public Accountant licensed in the State of Missouri. He is a graduate of the University of Missouri - Columbia, earning a Bachelor of Science degree in Business Administration. He was then employed as an accountant with a private accounting firm in Boonville, earning his CPA license in 1979. In 1981, Joe founded Gerding, Korte and Chitwood, CPA's with Bob Gerding and Fred Korte.

Joe has extensive experience in auditing cities related governmental entities, and his audit client base is also primarily composed of governmental entities. He has attended numerous conferences related to governmental auditing requirements and techniques.

TRAVIS HUNDLEY, CPA - PARTNER

Travis joined our firm in May, 1994 upon his graduation from Central Missouri State University in Warrensburg, Missouri. He graduated with a Bachelor of Science in Business Administration in Accounting and became a licensed CPA in 1996.

Travis has assisted in the audits of several government and nonprofit entities, including cities and schools and has attended several seminars related to governmental activity.

BENJAMIN E. CARRIER, CPA

Ben joined our firm in August, 2021. He graduated summa cum laude with a Masters of Accounting Degree from the University of Missouri - Columbia in May, 2012 and became a licensed CPA in August 2013.

Ben has considerable auditing experience gained while working for a national accounting firm prior to joining our firm.

KAITLIN M. CARRIER CPA

Katie joined our firm in September, 2021. She graduated summa cum laude with a Masters of Accounting Degree from the University of Missouri - Columbia in December, 2013 and became a licensed CPA in August, 2015.

Katie has considerable auditing experience gained while working for a national accounting firm prior to joining our firm.

SECTION IV
REFERENCES

The following is a partial list of clients whom we have audited in the past year with similar audit characteristics and complexities:

Governmental Entities: (Done in accordance with Governmental Auditing Standards)

<u>Name of Entity</u>	<u>Primary Contact</u>	<u>Phone Numbers</u>
City of Marshall	Aimee Klinge, Finance Manager	(660) 886-2226
City of Boonville	Kate Fjell, City Administrator	(660) 882-2332
City of Higginsville	Jeanette Dobson, City Administrator	(660) 584-2106
City of Montgomery	Linda Block, City Treasurer	(573) 564-3160

Additional references are available upon request.

SECTION V
PEER REVIEW



Report on the Firm's System of Quality Control

February 5, 2021

To Gerding, Korte & Chitwood, PC and the Peer Review Committee of the Missouri Society of CPA's:

We have reviewed the system of quality control for the accounting and auditing practice of Gerding, Korte & Chitwood, PC in effect for the year ended September 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firms' Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

www.kpmcpa.com

1445 E. Republic Road Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343
500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

Member of The Leading Edge Alliance

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Gerding, Korte, & Chitwood, PC in effect for the year ended September 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gerding, Korte, & Chitwood, PC has received a peer review rating of *pass*.

KPM CPAs, PC

KPM CPAs, PC


**SECTION VI
PROPOSAL FORM**

Bid Price:

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

<u>April 30,</u>	
2022	<u>\$ 12,800.00</u>
2023	<u>\$ 13,100.00</u>
2024	<u>\$ 13,400.00</u>
2025	<u>\$ 13,700.00</u>
2026	<u>\$ 14,000.00</u>

This proposal is valid for sixty (60) days.



Authorized Signature

November 18, 2021
Date

Jeffrey A. Chitwood, CPA
Printed or typed signature

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

CONTRACT PERIOD: The contract shall be effective from the date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

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 RFP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME Gerding, Korte & Chitwood, PC
MAILING ADDRESS 723 Main Street
CITY, STATE, ZIP CODE Boonville, MO 65233

CONTACT PERSON Jeffrey Chitwood	EMAIL ADDRESS jeff@gkccpas.com
PHONE NUMBER 660-882-7000	FAX NUMBER 660-882-7765

<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

AUTHORIZED SIGNATURE 	DATE 11/18/21
PRINTED NAME Jeffrey Chitwood	TITLE Partner




City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine 

Board Meeting Date: January 4, 2022 Tony St Romaine

Re: Recodification Services

EXECUTIVE SUMMARY: The City advertised for proposals for recodification of the City's Code. Three proposals were received from well qualified firms – Municode, General Code and American Legal. Proposals were reviewed by City staff – Tony St Romaine, Darla Sapp and Nathan Nickolaus.

DISCUSSION: Each firm has clients in Missouri and the difference in pricing between all three was approximately 5% or \$1,200. See summary below:

Firm	Municode	General Code	American Legal
Base Price	\$22,000	\$21,810	\$23,000
Hosting	\$450-\$1,195	\$1,195	\$800 first year
MO Clients	Black Jack, Branson, Mexico, Moberly, Columbia, Kansas City	Hallsville, Marshall, Blue Springs, Tipton, California	Hawk Point, Linn Creek, Otterville, Pilot Grove, Winfield

All firms are qualified to perform the recodification of the City's Code. Based upon staff's experience with each company, especially our City attorney who represents numerous government clients in Missouri, staff's recommendation is to award the contract to Municode.

FISCAL IMPACT:

Short Term Impact: \$22,450 first year

Long Term Impact: Ongoing licensing costs and hosting

SUGGESTED BOARD ACTION: Staff recommends award to Municode.

AGREEMENT FOR RECODIFICATION SERVICES

THIS AGREEMENT (hereinafter "Agreement") between the City of Ashland, Missouri, a municipal corporation (hereinafter "City") and Municode, LLC, with an address of P.O. Box 2235, Tallahassee, FL 32316, (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 provide services to recodify the City's Code as outlined in the City's Request for Proposal (RFP) attached as Exhibit A, and Consultant's proposal dated November 8, 2021, attached as Exhibit B, both of which are attached to this agreement and made a part of therein, 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 the City's Request for Proposal (RFP) and Consultant's proposal dated November 8, 2021.

2. Payment. The City agrees to pay the Consultant at the rates set forth on Form A (Proposal Pricing, Pg. 22) of the Consultant's proposal dated November 8, 2021.

3. 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.

4. 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:

Municode, LLC
Steffanie Rasmussen, VP of Client Services
P.O. Box 2235
Tallahassee, FL 32316

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.

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

Exhibit Description

- A Recodification Services Request for Proposal (RFP)
- B Municode, LLC's Proposal dated November 8, 2021

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

16. 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

MUNICODE, LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Secretary or Witness

Name: _____

EXHIBIT A

RFP Title: Recodification Services



REQUEST FOR PROPOSALS (RFP) TITLE: "Re-Codification Services of the City's Code of Ordinances."

ISSUE DATE: October 18, 2021

RETURN PROPOSAL NO LATER THAN: 5:00 p.m., November 12, 2021

DELIVERY INSTRUCTIONS: Clearly print or type **"RFP: "Re-Codification Services of the City's Code of Ordinances"** 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

The City of Ashland, Missouri, a fourth class city, is accepting proposals for Re-Codification Services of the City’s Code of Ordinances and Publication and Supplement Services from a qualified consultant with extensive experience in codification.

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate a Consultant’s services as they compare to other Consultants 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 Tony St Romaine, City Administrator at cityadmin@ashlandmo.us All questions should be submitted by **October 30, 2021 at 5:00 pm**. Responses will be provide to all interested parties via e-mail by November 5, 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.

INDEMNIFICATION

The Proposer shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Proposer or its employees, agents, sub-Consultants, or assignees pursuant to the terms of the contract resulting from this RFP.

PROPRIETARY INFORMATION

All material submitted in response to this RFP will become public record and will be subject to inspection after a contract is executed or all proposals are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R. S. Mo. for the request and approval by the City Administrator. The total proposal, cost or pricing information will not be considered proprietary.

CONTRACT DOCUMENTS:

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

- Consultant'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 specifications listed herein are minimum requirements. All proposals should be based on the codebook consisting of approximately 1,100 pages. Page size shall be 8 ½" x 11" single column format. It is the responsibility of each proposer to state, in the proposal, any variations where the specification have been met or exceeded. These specifications are in no way meant to limit any firm from offering the requested services, but are considered the ideal services desired by the City. If no variation is listed, it will be considered that all specifications will be met, as stated.

The City is requesting proposals for the re-codification of the legislation of the City, including publication and supplemental services. Listed below are the various required components for the codification project. The codification firm shall clearly describe, in its response, a recommended process for achieving these components. The proposals should include an estimated timeline for each component.

- A. Codify the Ordinances of a general and permanent nature.
- B. Any technical code the City adopts by reference and local amendments thereto will be accommodated by the Editors' drafting an appropriate code section to codify the adoption and/or amendment.
- C. The re-codification process shall ensure that all Code.relevant legislation is properly incorporated into the Code.
- D. The codifier shall recommend an organizational and numbering system to be used for the Code. The Ordinances which are of a general and permanent nature shall be classified according to subject matter so that all related Ordinances shall be grouped into titles, chapters and sections, according to subject matter. All ordinances repealed by implication, or which are outmoded or antiquated, shall be disposed of in accordance with the recommendations of the City. The City shall have the final approval of the organizational and numbering system for the Code. All amendatory provisions shall be accorded their proper places and the repealed, outmoded and antiquated provisions shall be eliminated. This applies to the provisions that have been expressly repealed and also to those which have been repealed by implication, but all such provisions thought to be repealed by implication shall first be brought to the attention of the City, together with explanations thereof, for a ruling thereon by the City.
- E. Prepare a table of contents and sectional analysis for each chapter.
- F. Also, to be included as a part of the basic project is the preparation and publication of a comprehensive, detailed Code Index. The codification firm shall provide an example of a typical Index as part of its response.
- G. Prepare a legislative history of each section, citing the ordinance number and date of passage of the current ordinance, as indicated on copies of ordinances supplied to the codification firm.
- H. Prepare statutory cross.references to sections of the City statutes and references to other pertinent parts of the Code, where applicable. These references shall appear at the end of the section to which they apply.

- I. Prepare Tables of Special Ordinances listing chronologically, in groups, those ordinances in certain subject areas that the City and the codification firm mutually agree to be pertinent.
- J. Prepare parallel Reference Tables showing:
1. The disposition of ordinances (in numeric sequence) included in the re-codification (Ordinance to Code).
 2. A listing of Code sections based on City ordinances (Ordinance to Code).
- K. The codification firm shall also provide for a complete review of the City's current legislation, identifying any conflicts or inconsistencies within the legislation or between the legislation and applicable Missouri or Federal statutes. Discrepancies between the Ordinances and such laws shall be noted and brought to the attention of the City.
- L. Deliver to the City, within six (6) months from the receipt of the materials deemed necessary by the codification firm to begin the codification, one copy of a manuscript of the Code for the City's examination, as well as the codification firm's written legal report detailing its legal research and analysis of the City's Code and ordinances.
- M. Two (2) copies of the Code volumes shall be published. The Code volumes will be on will on 8.5 x 11 inch pages, housed in heavy-duty post binders, imprinted with the name and seal of the City. The codification firm shall indicate the color choices available for the binders, and if there is different cost for a particular color. The Codifier shall provide a complete sample code from another Missouri client to illustrate the type of binders and page format to be used.
- N. In addition to the printed copies, the City's Code must be available in searchable electronic format, preferably PDF, and provide web hosting.
- O. The Ordinances shall be edited for punctuation, grammar, usage, to make changes to affect uniformity of style and to correct typographical and spelling errors. Suggestions for additions or changes in the ordinances will be submitted to the City. No change in the substance of any existing Ordinance shall be made without the consent of the City. The City shall be free to accept wholly or in part any or all of the suggestions submitted by the codifier. The codifier shall not, without the approval of the City, omit any Ordinances even though they are believed to have been replaced or to have become obsolete.
- P. Re-Codification shall include the codification of all ordinances passed by the governing body of the City up to the time the Code manuscript is reviewed by the City. Any Ordinances passed by the governing body subsequent to the date of the execution of this Agreement shall be forwarded, from time to time, to the codifier so that such provisions may be accorded their proper places in the new Code manuscript. After the manuscript has been inspected and approved by the City, no new or additional material shall be added or incorporated into the manuscript.
- Q. After delivery of the rough draft, and at the request of the City, a representative of the codifier shall be available to hold an editorial conference with City officials. The costs for these editorial conferences shall be included in the Base Price quoted and shall not exceed such cost should additional meeting(s) be deemed necessary by the City. All recommendations will be discussed at this time and the City will be free to accept or reject these recommendations in whole

or in part. Following the editorial conference(s), the codifier shall prepare a memorandum outlining the changes that were agreed upon.

R. Upon request, the codifier will provide the City with electronic copies of the Code. These digital copies shall be formatted and presented in Microsoft Word format. The codifier may quote other search and retrieval programs and other such aids including internet hosting as it deems in the best interest of the City. The City is free to accept such additional programs as it chooses.

S. The codifier agrees to print the Code in final form and shall deliver to the City two (2) copies of the completed Code, all to be bound in mechanical loose leaf binders. The codifier shall afford the City an opportunity to order reprints of certain, selected chapters from the Code at the time of review and approval by the City.

T. After being reviewed and approved by the City, the manuscript will then be put in final form so as to include all changes that have been agreed upon.

U. Submit to the City, in writing, all prices for these codification services and a proposed invoicing schedule.

V. The codification firm should also:

1. Submit to the City the costs and minimums for additional copies of the Code in the future.
2. Provide an increase and decrease price for pages more than or less than the pages on which the proposal is based.
3. List separately each cost for supplement services, such as shipping, editorial fees and extra charges for tabular material.
4. Submit to the City the costs for monthly, quarterly and semiannual updates to the Code.
5. State completion time for supplement service.
6. Provide information about the codification firm's capability to provide free technical phone support, training and updates.

W. Online Electronic Code: The codifier agrees to host the electronic Code on the internet so that municipal staff and constituents can use the Code online with any electronic device that has internet access. The codifier shall:

1. Provide reliable 24/7 hosting services for the online electronic Code.
2. Provide easy and logical navigation of online electronic Code content for constituents and staff.
3. Post online searchable copies of legislation adopted between updates, i.e.

legislation not yet codified.

4. Back-up the Code on a secure and reliable Web server.
5. Provide offline alternative viewing options to support slower internet connections.
6. Display full-quality graphics and tables with searchable captions. Designated municipal staff users shall be able to:
 - a. Attend live training sessions given by a dedicated training specialist via video conference webinars.
 - b. Publish Public Documents online in the same platform as the Code to facilitate comprehensive searching.
 - c. View electronic Code visitor statistics including number of visits and most commonly searched terms.
 - d. View online archived versions of the Code for historical reference.
 - e. Download the Code to an editable Microsoft Word document.
 - f. Search multiple Codes at once to find sample legislation in the codifier's database of client Codes.
 - g. Insert password-protected annotations into the online Code.

Constituents and staff shall be able to:

- i. Search the Code by keywords or phrases.
- ii. Download an app for searching the Code on smart phones.
- ii. Print or email at the section, article, and chapter level of the online Code.

3. SUPPLEMENTAL UPKEEP SERVICES

After publication of the Code of Ordinances is complete, the codification firm will continue to maintain the Code as new legislation is enacted or ordinances are changed or repealed as follows:

- A. **Schedule:** The codifier agrees to maintain and keep the Code of the City up-to-date by the publication of Loose Leaf Supplements containing the new ordinances of a general and permanent nature enacted by the governing body. The Supplements shall be published as the City desires. There shall be no additional charge(s) associated with the frequency of publication.
- B. **Ordinances to be furnished by City:** The City shall forward to the codifier, one (1) copy of all Ordinances to be included in the update at the time of publication along with a written request that the update encompassing those Ordinances be prepared.

- C. Editorial Scrutiny: The new Ordinances will be studied by the codifier in conjunction with the existing provisions of the Code for the purpose of determining if any provisions of the basic Code are repealed, amended, or superseded. The page(s) of the Code containing provisions that are repealed or amended by Ordinance(s) shall be reprinted, or printed to remove such repealed or amended provisions and to insert the new Ordinance(s).
- D. Editorial Notes: Appropriate editorial notes will be prepared and appended as deemed necessary by the codifier.
- E. Cross-Reference Table and Table of Contents: The codifier shall prepare a Cross Reference Table listing the Ordinances included in each Supplement and setting out the location thereof. The Table of Contents shall also be kept current to reflect any changes to the Code volume.
- F. Listing of Omitted Ordinances Section: A "Listing of Omitted Ordinances" section shall be included. This section shall list all Ordinance numbers and a brief description of each Ordinance passed which is not included in the codified sections of the Code.
- G. Index: When the inclusion of new material necessitates changes in the Index, appropriate entries will be prepared and the necessary pages of the Index will be printed or reprinted to include these new entries.
- H. Instruction Sheet: Each Supplement shall contain a page of instructions for removal of obsolete page(s) and insertion of the new page(s).
- I. Costs: The codifier will prepare the Ordinances editorially and print a minimum of two (2) copies of each supplement page, including the Tables, Index pages and Instruction Sheet(s). For the purposes of this agreement, a page is hereby defined as the area of text on one (1) side of a sheet of paper, 8 ½" x 11". Each sheet shall contain two (2) pages.
- J. Reprints: Additional copies of specific chapters or any portion of the Code may be printed and bound in separate covers. Prices for such services shall be quoted at the time of request by the City.
- K. Tabular Matter: If a Supplement contain tables, drawings, and the like for which other methods of reproduction are required, the cost of such engravings or tabular matter shall be included. Also, if a Supplement necessitate additional tabs, the cost of such tabs shall also be included.
- L. Term: The Loose Leaf Supplement Service as provided herein shall be in full force and effect for a period of three (3) years from the date of this agreement, and shall be automatically renewed from year to year thereafter, up to a maximum of ten (10) year term, provided that either party may alter or cancel the terms of this agreement upon thirty (30) days written notice after the initial period. This contract may also be cancelled by the City upon ten (10) days written notice to the codifier for non-compliance to the stated requirements, delivery problems, or other just cause so deemed by the City. However, either such notice shall not be effective for purposes of terminating any Supplement in process for which Ordinances have been received by the codifier.
- M. Website Updates: Post updates to website where Code is maintained in an agreeable timeframe after receiving from the City.

4. OPTIONAL SERVICES

The codifier shall provide proposals for each of the following options, including a complete description of the services and all applicable costs.

- A. Chapter Reprints (Pamphlets): Codifier can fulfill requests from constituents and municipal officials of certain chapters/sections of the Code. Municipality to identify chapters along with number of reprints of each required
- B. Additional capabilities: Codifier to provide information on additional services it provides to municipal customers
- C. Other project options: The codifier may provide information on any additional product options or services related to this codification project not outlined in this Request for Proposals. Please include a complete description of the services, procedures involved, and a separate breakdown of all applicable costs.

5. EVALUATION AND AWARD PROCESS:

Selection of a codification firm will be based upon criteria deemed relevant to the City, including but not limited to the following:

- A. size and experience of the firm;
- B. number of years in business;
- C. name and availability of contact person;
- D. experience and educational background of legal editorial staff;
- E. experience and educational background of editors and support staff;
- F. degree of work, if any, that is to be subcontracted (i.e. attorneys, printing, etc.);
- G. pricing and value for services;
- H. complete list of current Missouri clients;
- I. reference contacts from at least five (5) Missouri municipalities for which similar projects have been completed;
- J. website and list of Codes in online library;
- K. data on average turnaround time for routine Code supplements;
- L. letter attesting to financial stability of firm; and
- M. completed Pricing Form.

The City shall select the most responsive, responsible and qualified bidder based on this criteria. Pricing will not be the sole criterion for selection. Preference may be granted to the firm demonstrating extensive experience serving Missouri municipalities, possessing knowledge of Missouri law and receiving favorable references from Missouri municipalities concerning their services.

The proposals will be evaluated by City Administration, City Clerk and the City's Attorney. The codifier may be selected from the proposals submitted or proposers may be ranked and interviewed prior to award.

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 Consultant 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 December, 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 proposals 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.

6. INSURANCE REQUIREMENTS:

Consultant 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 Consultant's employees to be engaged in work under Contract, in the amount required by laws of the State of Missouri.

Liability Insurance. The Consultant shall provide and maintain during the life of the Contract, Public Liability and Property Damage Insurance and Umbrella Coverage. The insurance shall protect Consultant, 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 Consultant 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 Consultant 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 Consultant 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.

7. PROPOSAL SUBMISSION:

The codification firm shall provide a breakdown of costs for this codification project indicating not-to exceed prices. Payment terms should also be specified. Two (2) copies of the printed Code have been requested, along with two (2) copies of loose-leaf supplements on a quarterly basis per calendar year. Also, please indicate a cost for printing extra books beyond the two (2) requested. Any variations from the specifications as outlined in this request for proposals should be noted on the price quotation sheet.

8. SCHEDULE OF ACTIVITIES

Release and advertisement of RFP: October 18, 2021
Deadline for clarifying questions: October 30, 2021, 5:00 PM
Proposal submission deadline: November 12, 2021, 5:00 PM

9. PROPOSAL SUBMISSION

All proposals must be received by the City, Attention: Tony St Romaine, City Administrator, City Hall, 109 E. Broadway, Ashland, MO 65010 prior to 5:00 p.m., City time, on November 12, 2021.

Each proposal shall consist of one (1) original (identified as such) and five (5) complete proposal copies. It is the responsibility of the proposer to ensure that the proposal is received in the Purchasing Office, prior to the deadline listed above. Please allow ample mail delivery time to ensure timely receipt. Proposals received after the proposal receipt deadline will not be considered. 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.

Proposals must be clearly identified as follows: **"RFP Re-Codification Services"** on the outside of the proposal packet. It is requested that the proposal submitted as an Original be in flat form to facilitate scanning, copying and filing.

FORM A
CONSULTANT'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 / Consultant's Qualifications

CONSULTANT'S EXPERIENCE AND WORK HISTORY

1. Name and title of person from your company who will be responsible for the ongoing management of the Re-Codification 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 performing codification services?

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 five, cities, counties, states or other agencies for whom your firm has performed re-codification services 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 _____

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

Form B – Proposal Pricing

Description of Service(s)

Price

(A) Initial Re-Codification:

(1) Base Cost:

\$

(2) Base Cost Includes:

(a) Number of copies:

(b) Number of swing-hinged binders:

(c) Number of post binders:

(d) Number of sets of divider tabs:

(3) Additional Charges:

(a) Per page cost for excess pages:

\$

(b) Tabular matter, per page:

\$

(c) Freight charges:

\$

(B) Loose Leaf Supplement Services:

(1) Annual Fee:

\$

(2) Per page costs:

(a) 8 ½" x 11", double column:

\$

(b) Additional tabular matter:

\$

(C) Optional Services

Reorder Extra Copies of Extra Code Minimum Number of Copies:

1. Cost per Extra Code with Binder:

\$

2. Cost per Extra Code without Binder:

\$

3. Cost per Extra Chapter, Separately Bound:

\$

- 4. Cost of Putting Code on City Website and/or Hosting Code on selected Firm's Website: \$
- 5. Updating Ordinances in conflict with State and Federal Statutes. . Describe:
- 6. Providing Model Ordinances, when Requested. Describe:
- 7. Cost for Information Retrieval Software for the Code: \$

D. Initial Payment Schedule/Base Cost

- a. Amount due upon completion of Editorial Conference: \$
- b. Amount due upon receipt of proofs: \$
- c. Amount due upon delivery of Code: \$

E. Time to Completion

- a. Number of Months until Manuscript: _____
- b. Number of Months until Complete Code(after return of manuscript) _____
- c. Number of Days for Updated Supplements: _____



THE CITY OF ASHLAND, MISSOURI

November 2, 2021

ADDENDUM #1

RFP for Recodification Services

CLOSING DATE: 5:00 P.M., November 12, 2021

Bidders shall note these changes to the above Request for Proposal and incorporate these changes in their submittal.

The following revisions and/or additions shall be referred to as part of the Proposal/Contract documents

1. In lieu of Owners Protective Liability insurance coverage, please substitute Professional Liability insurance coverage.
2. On Page 15, change per page cost for "8.5 x 11, double column" pages to "8.5 x 11, single column pages".
3. On Page 15, change "swing-hinged binders" to "post binders".
4. The current Code will be provided in Word format.
5. Approximately 10-12 ordinances of a general and permanent nature are adopted annually.
6. The current Code will be up to date and codified (with the exception of Item 8 below) when the successful respondent begins the legal review.
7. Respondents may offer a self-publishing option for maintaining the updated Code in-house.
8. Chapters 9, 10 and 11 of our current code are in the process of being re-written. The new sections are expected to be adopted by March, 2022. In comparison with the current code sections, the new chapters will include numerous graphics and tables. The successful respondent may elect to wait for this process to be completed and adopted prior to starting a legal review of the Code.
9. The City will not require a cross reference list consisting of every Code section and its original source in a City ordinance. We will require references in the Code as illustrated below:

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

WWW.ASHLANDMO.US



THE CITY OF ASHLAND, MISSOURI

§ 19-27 Chief of Police and officers.

[Ord. No. 587, § III, 4-4-1995]

(a) The police department shall be composed of the following officers:

- (1) The police department shall be headed by a Chief of Police, who shall be appointed by the Mayor with the advice and consent of the City Council from a list of eligible candidates certified to the Mayor from the police board. The Chief of Police may be removed from office by the Mayor for cause subject to the provisions of RSMo § 85.541.

ACKNOWLEDGMENT

The undersigned Respondent hereby certifies that the changes set forth in this addendum have been incorporated into their proposal.

FIRM: _____ DATE: _____

SIGNATURE: _____

EXHIBIT B

MUNICODE, LLC'S PROPOSAL DATED NOVEMBER 18, 2021



municode

POWERED BY CIVICPLUS

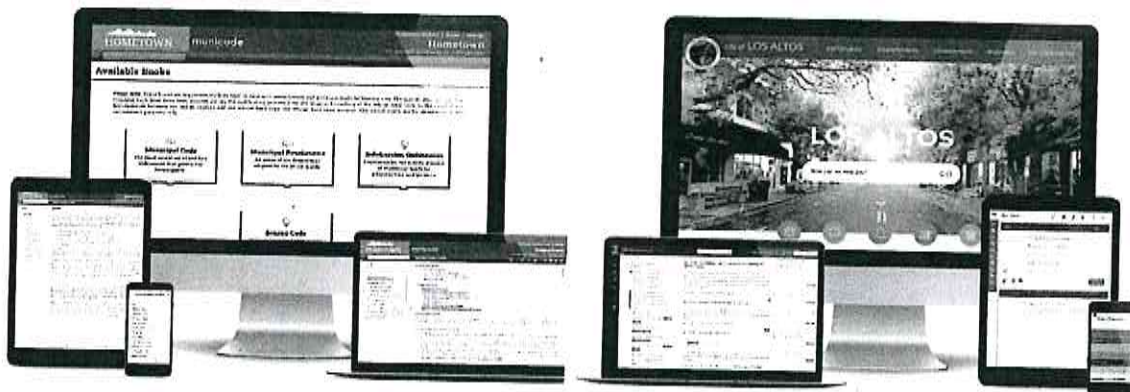
REQUEST FOR PROPOSALS FOR RECODIFICATION SERVICES

for the City of

Ashland, Missouri

Due date: November 12, 2021

Quote valid for 90 days



Self-Publishing Software

Full-Service Supplementation



Krystal Hays

Legal Account Executive

Office: 800-262-2633 ext. 7481

Direct: 940-465-4240

Email Krystal@municode.com

PO Box 2235 Tallahassee, FL 32316



municode

POWERED BY CIVICPLUS

LETTER OF INTEREST

November 9, 2021

Mr. Tony St. Romaine
City Administrator
City of Ashland
109 E. Broadway
Ashland, MO 65010

Mr. St. Romaine:

Thank you for the opportunity to respond to the City's Request for Proposals (RFP) for "Re-Codification Services of the City's Code of Ordinances". We understand that the City is seeking the services of an experienced codifier to legally analyze the existing Code of Ordinances (excluding Chapters 9-11) and to guide the City in the creation and adoption of a new Code that is complete, current, free of internal conflicts and inconsistencies, and in conformity with the laws of the State of Missouri. We also understand that the City is in the process of re-writing Chapters 9, 10 and 11 of the Code (Planning, Zoning and Subdivisions). This process is anticipated to be completed by March of 2022, at which time the new legislation will be adopted by the City and the recodification process will begin.

For future maintenance and online publication of the new Code, we specialize in traditional full-service supplementation services with Municode acting as the Total Code Administrator (Option 1), or Self-Publishing Software service for maintaining control of the updating and online publication of the new Code in-house (Option 2). Both of these post-codification options are described in the Scope of Services summary on page 10.

With over 70 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,500 municipalities throughout the United States (including over 80 in the State of Missouri) and host over 3,700 government codes online. Our staff includes full-time codification attorneys who have conducted thousands of recodification projects nationwide. We recently completed a complex recodification of the Cities of Detroit, Michigan and Richmond, Virginia's Codes and are fortunate to have been awarded codification RFPs in the last several years from Missouri clients including **Bland, Wentzville, St. Louis, St. Louis County, Jefferson City and Odessa.**

We are extremely excited to announce that we have recently joined forces with CivicPlus, the nations' premier provider of integrated government technology solutions! CivicPlus shares our vision of strengthening democracy by connecting municipalities with their citizens in new, powerful, and meaningful ways. At the forefront of our development strategy is the integration of Municode's codification services with CivicPlus's website and agenda management solutions.

Our goal is to empower our clients with a centralized dashboard that includes not only codification, website design & hosting, and agenda management services, but also integrated software solutions for parks & recreation management; emergency & mass communications; employee management; 311 & citizen requests; licenses, permits and inspections management; live streaming and recorded video services; a citizen mobile app for enhanced delivery and engagement, and more to come. We hope you will join us on our journey as we work together to provide our clients with integrated software solutions that foster positive and powerful civic experiences.

If you have any questions regarding this proposal, please contact Legal Account Executive Krystal Hays (Krystal@municode.com, 940-465-4240). Thank you for the opportunity to respond to the City's Request for Proposals for Codification Services!

Sincerely,




Steffanie W. Rasmussen
Vice President of Client Services
Phone: 800-262-2633 ext. 1148
steff@municode.com

TABLE OF CONTENTS



Letter of Interest	1
Offeror’s Signature Form	3
Form A: Consultant’s Qualifications Form	4
Form A: Consultant’s Experience and Work History Form	5
Form A: Reference Form & Missouri Client List	6
Letter of Financial Stability	8
Additional Consultant Information	9
<u>Part 2: Scope of Services</u>	
Scope of Services Summary	10
Recodification Services	12
Online Electronic Code	14
<u>Part 3: Supplemental Upkeep Services</u>	
Full Service - Municode as Total Code Administrator (Option 1)	16
Self-Publishing Software (Option 2)	17
Part 4: Optional Services.....	20
Proposal Pricing	
Form B: Proposal Pricing	22
Municode Price Quotation Sheets	24
Signed Addendum	29
Signature Page	31

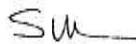
ATTACHMENTS

- Attachment A: MunicodeNEXT Standard & Premium Features
- Attachment B: Sample Single Column Index
- Attachment C: Software as a Service Agreement (SaaS) for Self-Publishing Software (Option2)
- Sample Code: Under separate cover. City of Nixa, Missouri as recodified by Municode in 2012

OFFEROR'S SIGNATURE FORM

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 RFP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME	
Municode, LLC	
MAILING ADDRESS	
P.O. Box 2235	
CITY, STATE, ZIP CODE	
Tallahassee, Florida 32316	
CONTACT PERSON	EMAIL ADDRESS
Steffanie W. Rasmussen	info@municode.com
PHONE NUMBER	FAX NUMBER
800-262-2633	850-564-7492
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<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	
AUTHORIZED SIGNATURE	DATE
	November 8, 2021
PRINTED NAME	TITLE
Steffanie W. Rasmussen	Vice President of Client Services
NOTE: The proposal marked ORIGINAL will be signed in ink	

FORM A – CONSULTANT’S QUALIFICATIONS FORM

FORM A CONSULTANT’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: Steffanie W. Rasmussen, Vice President of Client Services

Name of Company: Municode, LLC

Date of Establishment or Incorporation: August 20, 2021 (former name: Municipal Code Corporation, Incorporated 1951)

State of Incorporation (if applicable): Delaware

Name of President/CEO/Owner: W. Eric Grant, President

Principal Office Address: Physical: 1700 Capital Circle SW Tallahassee, FL 32316
Mailing: P.O. Box 250 Tallahassee, FL 32310

Name of Local Manager: Steffanie W. Rasmussen, Vice President of Client Services

Local Office Address: 1700 Capital Circle SW
Tallahassee, FL 32316

Contact Person for Purposes of this RFP

Name Krystal Hays

Title Account Executive, Municode, LLC

Telephone: (940) 465-4240

Fax: (850) 564-7492

Email Address: Krystal@municode.com

FORM A – CONSULTANT’S EXPERIENCE & WORK HISTORY

Form A / Consultant's Qualifications

CONSULTANT'S EXPERIENCE AND WORK HISTORY

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

Name Sandra S. Fox (Please see professional qualifications summary below)

Title Senior Code Attorney

2. How many years has your organization been in business performing codification services?
- a. Under its present name? 3 months
 - b. Under a different name? 70 years

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. <u>Municipal Code Corporation, incorporated 1951</u>	<u>70 years</u>
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____
f. _____	_____

PROFESSIONAL QUALIFICATIONS SUMMARY

Sandra S. Fox, Esq., one of Municode's most experienced codification attorneys, will conduct the recodification of the City's Code. Sandra earned her Bachelor of Arts degree (Summa Cum Laude) from Florida State University, subsequently graduating (Magna Cum Laude) from the University's College of Law. During Sandra's 15 years of employment with Municode, she has conducted approximately 250 codification and recodification projects nationwide. In addition to conducting over 20 recodification projects for Missouri clients, Sandra has also worked with clients from states including Alaska, Alabama, Florida, Georgia, Illinois, Kansas, Louisiana, Maine, Michigan, Minnesota, Montana, Nevada, Oklahoma, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Wisconsin and more.

One of Sandra's most successful recodification projects was conducted for the City of Branson, Missouri. The City presented a voluminous code that had grown disjointed and unwieldy over the years. Working with the City Clerk, duplicative provisions, including numerous definitions, were removed or combined with similar provisions, and chapters were reorganized and combined for improved topic flow. In addition, the City of Branson needed updated regulations regarding certain "hot topic" issues highlighted by recent court decisions. The recodification project resulted in an up-to-date, condensed, and well organized code that better serves the needs of the City staff and citizenry. Additionally, during the process our staff of codification attorneys gained valuable insight into best practices for resolving not only past and present legislative issues of concern, but in doing so with flexibility and with a focus on unique future legislative issues that might significantly impact a new Code.

FORM A – REFERENCE FORM AND MISSOURI CLIENT LIST

Please visit our MunicodeNext website to review all of Municode's online Missouri Codes:
<https://library.municode.com/mo>

4. List at least five, cities, counties, states or other agencies for whom your firm has performed recodification services 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: Black Jack, Missouri (Supplementation and Electronic Publishing)
Address/Location: 12500 Old Jamestown Rd Black Jack, MO 63033
Dates of Service: 1999-present
Name of Contact Person: Karen Robinson
Title: City Clerk
Telephone: (314) 355-0400 ext 101
Email Address: cityclerk@cityofblackjack.com
- (2) Name of Organization or Entity: Branson, Missouri (Recodification, Supplementation and Electronic Publishing)
Address/Location: 110 W. Maddux Strret, Suite 205 Branson, MO 65616
Dates of Service: 2003-present
Name of Contact Person: Lisa Westfall
Title: City Clerk
Telephone: (417) 337-8522
Email Address: lwestfall@bransonmo.gov
- (3) Name of Organization or Entity: Mexico, Missouri (Recodification, Supplementation and Electronic Publishing)
Address/Location: 300 North Coal Street Mexico, MO 65265
Dates of Service: 1989 - present
Name of Contact Person: Marcy LeCount
Title: City Clerk
Telephone: (573) 581-2100 ext. 220
Email Address: mlecount@mexicomissouri.org
- (4) Name of Organization or Entity: Moberly, Missouri (Recodification, Supplementation and Electronic Publishing)
Address/Location: 101 West Reed Street Moberly, MO 65270
Dates of Service: 2009-present
Name of Contact Person: Shannon Hance
Title: City Clerk
Telephone: (660) 269-7652
Email Address: shance@cityofmoberly.com
- (5) Name of Organization or Entity: Kansas City, Missouri (Supplementation and Electronic Publishing)
Address/Location: City Hall, 414 East 12th Street, 25th Floor, Kansas City, MO 64106
Dates of Service: 1982-present
Name of Contact Person: Marilyn Sanders
Title: City Clerk
Telephone: (816) 513-6402
Email Address: Marilyn.Sanders@kcmo.org

MISSOURI CODIFICATION CLIENTS



Arbyrd
Auxvasse
*Ava
*Ballwin
*Belton
*Black Jack
*Boonville
*Branson
*Brookfield
*Cameron
*Cape Girardeau
*Carthage
*Clay County
Claycomo
*Clinton
*Columbia
*Crystal City
*Des Peres
Doniphan
El Dorado Springs
*Ferguson
Four Seasons
*Fulton
*Gladstone
*Grandview
Grantwood Village
*Hannibal
*Hillsboro
Holts Summit
*Houston
Huntsville
*Independence
*Jackson
*Jasper
Jefferson City
*Jennings
*Joplin
*Kansas City
*Kirksville
*Ladue
*Lamar

*Lebanon
*Lee's Summit
*Liberty
*Licking
Macon
Madison
*Mansfield
*Maplewood
*Marshall
*Maryland Heights
*Mexico
*Miner
*Moberly
Monroe City
*Montgomery City
*Mountain Grove
*Nevada
*New Madrid
*Nixa
*North Kansas City
Odessa
Oran
*Perryville
*Pleasant Hill
*Raymore
*Raytown
Republic
*Sedalia
*Springfield
*St. Clair
*St. Joseph
*St. Louis
*St. Louis County
*Sugar Creek
*Sunset Hills
*Warrensburg
Waynesville
*Webster Groves
Wentzville
*West Plains

LETTER OF FINANCIAL STABILITY



Charles P. ("Chip") Cicchetti
Corporate Banking, Senior Vice President
PH: (850) 425-6154 Cell: (850) 766-1373
Charles.Cicchetti@hancockwhitneybank.com

October 26, 2020

Re: Municipal Code Corporation

To whom it may concern:

I am pleased to provide an unqualified reference for Municipal Code Corporation, based upon their financial stability, longevity of operations (70 years), the character and depth of their management team and their proven operating expertise & ability to adapt over time to the changing technological environment.

As noted above, the company has been based in Tallahassee for seventy (70) years and Hancock Whitney Bank is extremely pleased to be associated with them. The company maintains a significant depository relationship in the very high seven (7) to low eight (8) figures and also an outstanding credit relationship in the mid seven (7) figures, both of which have been maintained in full accordance with all banking agreements. To that end, Hancock Whitney is poised to expand both our depository and credit relationship as Municipal Code Corporation needs warrant. Quite simply the strength of Municipal Code that is reflected in their extremely strong financial statements makes all of the above feasible.

Municipal Code's board is composed of preeminent Tallahassee business leaders and works in concert with Municipal Code's management to develop company associates capabilities while seeking to consistently expand and round out the products & services Municipal Code provides to its more than four thousand (4,000) municipality clients across the country. Municipal Code provides all this while maintaining stout production facilities, state of the art equipment & technology and the staff to deliver said projects on time and budget.

On behalf of Hancock Whitney, I am very pleased to serve as a reference for Municipal Code Corporation.

Please feel free to contact me with any follow up questions.

Sincerely,

Charles P. Cicchetti

Charles P. Cicchetti
Senior Vice President

ADDITIONAL CONSULTANT INFORMATION – MUNICODE TEAM



Eric Grant, President

Eric Grant is President of Municode. Eric joined the Municode team in 2007 after receiving his Juris Doctorate from the University of Virginia School of Law, and becoming a member of the Florida Bar, Eric served as a Tank Platoon Commander in the United States Marine Corps. As President of Municode, Eric has helped the company achieve increased levels of growth both in Municode's traditional line of business and into new verticals.



Phillip Claiborne, Chief Information Officer/Chief Operating Officer

Our IT team is led by our Chief Information Officer/Chief Operating Officer, Phillip Claiborne, whose staff of 17 web application developers and system administrators is dedicated to remaining the industry's leader for technological advances in our field. They maintain and routinely enhance our website, MunicodeNEXT to create new ways to make your Code as transparent and informative as possible.



Julie Lovelace, Vice President of Code Department

Our Code Department is led by Julie Lovelace, Vice President of Codes. Julie has over 27 years of experience in local government law and ensures that our final legal products meet Municode's demanding standards. With the combined expertise of Julie and her team of seasoned codification attorneys, our Code Department has successfully completed well over 4,300 intricate codification, recodification and Legal Review projects.



Tassy Spinks, Vice President of Supplement Department

Our full-service Supplement team is led by Vice President of Supplements, Tassy Spinks, whose 14 professional legal editorial teams work diligently to ensure that our clients receive the timeliest and most accurate supplements possible, with the highest quality of printed publications originating directly from the printing facility located in our Tallahassee headquarters.



Bob Geiger, Vice President of Sales

Bob Geiger is the Vice President of Municode's national sales executive team, coordinating and managing the sales efforts for all Municode product divisions. Bob is a graduate of Boston University and the United States Naval Academy (Annapolis) where he served as the Honor Chairman, later managing the Marine Corps' official website and various national marketing initiatives. Prior to joining Municode in 2018, Bob founded a successful and innovative hydration company for recreation and US military use.



Steffanie Rasmussen, Vice President of Client Services

Steffanie Rasmussen, Municode's Vice President of Client Services, directly oversees our customer service staff. Steffanie earned her M.S. in Industrial & Organizational Psychology from Kansas State University and a B.S. in Business Psychology and a certificate in Performance Management from Florida State University. Steffanie joined the Municode team in 2010 and specializes in nurturing new contracts from pre-contract negotiations to web ongoing support.



James Bonneville, National Legal Sales Director

National Legal Sales Director James Bonneville earned his B.A. in Political Science from the University of Minnesota. James resides in Stillwater, Minnesota and has over 25 years of experience working in governmental sales with an emphasis on codification services. James directs Municode's national Legal Sales team and is always available to offer innovative solutions tailored to your unique community's needs.

PART 2: SCOPE OF SERVICES

Scope of Services Summary

We understand that the City is seeking the services of an experienced codifier to legally analyze the existing Code of Ordinances (excluding Chapters 9-11) with the goal of creating a new Code that is free of internal conflicts and inconsistencies; free of errors in spelling and grammar; formatted in a manner that allows for continued growth and expansion; in conformity with the laws of the State of Missouri and is readily accessible to staff and citizens alike, both in print (if elected) and online. We also understand that the City is in the process of re-writing Chapters 9, 10 and 11 of the Code (Planning, Zoning and Subdivisions). The City anticipates that this process will be completed by March of 2022, at which time the new legislation will be adopted and the recodification of the Code in its entirety will begin.

The Code and uncodified ordinances of a general and permanent nature will be reviewed against state statutes to ensure conformity with State Law and to identify any conflicts, preemptions, and other potential problems or inconsistencies within the Code. The recodification process will include text editing, reformatting, renumbering, proofreading, checking of cross references, a complete review of fines and fees, and creating a new index and legislative history of the Code.

We are the only codifier to offer both traditional full-service supplementation and alternative Self-Publishing software options for the ongoing maintenance and publication of the new Code. With **Option 1, Municode as Total Code Administrator**, we will handle the future updating and online publishing of the new Code. With **Option 2, Self-Publishing Software**, your newly adopted Code can be updated and published in-house for a fixed annual cost. Both options are summarized below:

- ★ **Option 1: Full-Service: Municode as Total Code Administrator**
Following the codification process, we will publish and maintain the new Code as your Total Code Administrator. The City will simply email all newly enacted legislation to Municode for supplementation by our team of legal editors and proofreaders. This option includes online publication in HTML format and printed copies of the Code and allows full access to the standard and premium features available on MunicodeNEXT. To review an online Code administered in full by Municode, please visit the Branson, MO Code: https://library.municode.com/mo/branson/codes/code_of_ordinances
- ★ **Option 2: Municode Self-Publishing Software**
Self-Publishing Software enables you to maintain control of the publishing and amending of your Code of Ordinances and other desired publications online independently for a fixed annual cost. No printed Code copies are provided with this option, although the Code or any of its Chapters/Sections can be exported in printable format. After the Code has been adopted and converted to Municode's Self-Publishing database, authorized users can log in to the online Code, draft proposed changes directly within the contents of the Code, automatically generate ordinances and resolutions, and then publish the amended Code on the web. Although full-service MunicodeNEXT online premium features such as CodeBank, CodeBank Compare + eNotify and OrdBank are not available with Self-Published Codes, your online Code will provide many similar features and will be fully searchable, printable, transparent and accessible to staff and citizens alike. To see an example of an online Code that is maintained and published via our Self-Publishing Software option, please visit the Estacada, OR Code: <https://estacada.municipalcodeonline.com/>

We have reviewed the RFP's Scope of Services requirements for recodification, the online electronic code and supplemental upkeep services and can comply with all items listed, with only minor variations in the chronology or scope of the recodification process. Please note that while we do not have sufficient reason to provide a formal "exception sheet" to the City's RFP requirements, if we are fortunate enough to be awarded this project we may request that the City add our industry-standard indemnification language upon review of any proposed contract.

We have provided a sample index as **Attachment B** and a sample Code from the **City of Nixa, Missouri** under separate cover. Please note this copy represents the Nixa Code as originally recodified in 2012, although the City has since issued 9 supplements to the Code. Any scope of services variations that do not align with our typical recodification process are noted on the following page in RFP line-item format.

Variations to RFP Section 2 – Scope of Services, Items A - W

- K. The codification firm shall also provide for a complete review of the City's current legislation, identifying any conflicts or inconsistencies within the legislation or between the legislation and applicable Missouri or Federal statutes. Discrepancies between the Ordinances and such laws shall be noted and brought to the attention of the City.

While the Code will be analyzed to ensure conformity with state law, a review of ordinances against federal law is not typically included in the recodification process. Upon request we can provide a cursory review of any specific Federal Law of concern to, and/or provided by, the City.

- L. Deliver to the City, within six (6) months from the receipt of the materials deemed necessary by the codification firm to begin the codification, ~~one copy of a manuscript of the Code for the City's examination, as well as~~ the codification firm's written legal report detailing its legal research and analysis of the City's Code and ordinances.

We will provide a Legal Review Memorandum detailing our legal analysis of the Code within 6 months of our receipt of all final material, but the final draft of the printed Code will not be provided until after the conference has taken place, and after all issues of concern have been resolved to the City's satisfaction

- P. Re-Codification shall include the codification of all ordinances passed by the governing body of the City up to the time the ~~Code manuscript~~ **Legal Review Memorandum** is reviewed by the City. Any Ordinances passed by the governing body subsequent to the date of the execution of this Agreement shall be forwarded, from time to time, to the codifier so that such provisions may be accorded their proper places in the new Code manuscript. After the manuscript has been inspected and approved by the City, no new or additional material shall be added or incorporated into the manuscript.

We will establish a mutually agreed upon cut-off date for City submission of ordinances to be analyzed and included in the Legal Review memorandum. The City can continue to add legislation to the project until the time proofs of the final Code are provided for your review. Ordinances submitted after the final draft of the Code has been provided will be held for Supplement No.1 or can be added to the draft manuscript at the per page supplement cost. Additional costs may apply if a second set of proofs is requested.

- Q. After delivery of the rough draft, **Legal Review Memorandum** and at the request of the City, a representative of the codifier shall be available to hold an editorial conference with City officials. The costs for these editorial conferences shall be included in the Base Price quoted and shall not exceed such cost should additional meeting(s) be deemed necessary by the City. All recommendations will be discussed at this time and the City will be free to accept or reject these recommendations in whole or in part. Following the editorial conference(s), the codifier shall prepare a ~~memorandum~~ **draft Code** outlining the changes that were agreed upon .

Please note the chronology of receiving the Legal Review Memorandum as revised above. Regarding the resulting conference, we have found that scheduling a conference of up to 3 hours is typically more than sufficient time to resolve all items noted in the Legal Review Memorandum, but we have included up to 4-hours of conference time in this proposal at no additional charge. Attorney conference time exceeding 4 hours will be invoiced at \$150 per hour.

- W. Online Electronic Code, Item 6C:

Electronic Code visitor viewing statistics are not visible online to public or private users, but can be provided on the schedule of your choice or at any time upon request.

- W. Online Electronic Code, Item 6G:

Password -protected annotations cannot be inserted by the City into the online Code database, but with MuniPRO you can search over 3,700 online Codes in order to draft new ordinances, save frequently used or complex searches and create notes to attach to any publication. You can also utilize *Public Notes* to add external links or to post public notes or documents in the online Code to inform your citizens about current issues pertinent to specific sections of your Code.

While training is seldom needed to navigate the user-friendly online Code - phone, email and web support for citizens and staff is readily available. Our hosting websites for both full-service and Self-Publishing Software include a direct link to our highly responsive IT team for any immediate questions or assistance. A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features. There is no need to download a separate mobile application to access and navigate the online Code, as all text and icons are appropriately sized on MunicodeNEXT while using any modern smart phone or tablet.

We've provided a time chart and a step-by-step summary of Municode's recodification services below, followed by the scope of services for online hosting of the new Code in its electronic format.

Recodification Services

Ordinances. Ordinances of a general and permanent nature, passed in final form by you as of the cutoff date established by you and your Municode attorney, will be included in the code. All relevant material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed. Notations can be added in the code to reference legislation adopted by reference, if elected.

Attorney Analysis and Review of Material. Your Municode attorney, along with his/her team of legal editors, proofreaders and indexers will be assigned to this project. Our legal team will research all legislation of a general and permanent nature submitted by you against the state statutes of Missouri. The ordinances will also be compared to overall Code content in order to determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be included later at an agreed upon page rate. We will suggest a structure and organization for the code and provide a Table of Contents indicating the recommended structure.

Page Format Options. We will work with you to determine the desired formatting and style of the new code, and will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law References within the code. Editorial notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the recodification process simple and smooth for you.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.


Index, Graphics and Tables. Our team will create a hierarchical, subject matter Index and all tables (contents, State Law Reference, prior code comparison and ordinance disposition) for your code as necessitated by the materials provided. All graphics provided will be incorporated into the printed and electronic code versions.

Post Conference Code Draft. After editing and proofreading, a post-conference Code Draft incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you for final review prior to printing and shipping. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement.

Adopting Ordinance. Our attorney will provide a sample adopting ordinance upon completion of the recodification.

Printing and Binding (if elected). We will print your new code on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. The Code copies will be housed in heavy duty, 3-post leatherette binders (with 4 color choices) and stamped with the City's name on the front and spine of each binder. Divider tabs for each major section of the code and index will also be provided.

The time chart below provides for completion of the recodification project within **12 to 15 months** from our receipt of the contract and all necessary material, including the City's newly adopted Planning, Zoning and Subdivisions legislation. The timeline excludes any delays occasioned by the City in receipt of material, conference scheduling, or return of the draft Code.

 RECODIFICATION TIME CHART		
STEP 1:	IMMEDIATELY	MUNICODE acknowledges contract, provides a Disposition List of all ordinances received (CITY sends signed contract and all applicable material)
STEP 2:	WITHIN 2 WEEKS	MUNICODE provides a project introduction letter outlining all phases of the project and all material received to date (CITY confirms Municode has all applicable materials)
STEP 3:	WITHIN 6 MONTHS OF OUR RECEIPT OF ALL FINAL LEGISLATION	MUNICODE submits Legal Memorandum Please note timing begins upon our receipt of the City's newly adopted Planning, Zoning and Subdivision legislation. (CITY attorney reviews Legal Memorandum and prepares questions/comments for conference)
STEP 4:	WITHIN 30 DAYS	MUNICODE hosts Legal Memorandum conference (CITY attorney and other interested officials meet virtually with Municode to discuss issues of concern noted in the Legal Memorandum and come to an agreement on the implementation of recommended changes)
STEP 5:	WITHIN 3-4 MONTHS	MUNICODE submits final Code Draft (CITY reviews Code Draft, and returns it to Municode within 30 days, with all corrections noted for final implementation and publication)
STEP 6:	WITHIN 3 MONTHS	MUNICODE delivers final Code and sample adopting ordinance (CITY adopts Code and provides a copy of the officially enacted adopting ordinance. Municode ships the code and publishes Code online via MunicodeNEXT. Supplementation begins anew with Supplement No. 1. If selecting Self-Publishing Software, the Code will be published online and future amendments will be published by the City)

Online Electronic Code (MunicodeNEXT)

Our code hosting platform, MunicodeNEXT (<https://library.municode.com>) was created and is continuously enhanced and improved by our in-house team of Internet Technology professionals. MunicodeNEXT includes Standard and Premium features (see **Attachment A**), all of which are designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. Our newest free online feature, *Public Notes*, will enable you to add external links within the contents of your online Code (such as links to Zoning maps, Fee Schedules, Council Meetings, the Clerk's office, etc.) or to post public notes or documents in the online Code to inform your citizens about current issues pertinent to specific sections of your Code.

MunicodeNEXT is extremely user-friendly and requires no special training or login information. A variety of video tutorials are offered, and we can host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new Code goes "live" online. Our MuniDocs feature enables you to upload related documents online alongside the Code in fully searchable format. Our MuniPro feature provides the ability to search over 3,700 online Codes in our library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

Our powerful search engine allows users to enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, budgets and more.

With MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. With delivery also available in Word, PDF and Folio format, the Code can also be viewed and researched offline.

The User Interface and all HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the MunicodeNEXT platform, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our MunicodeNEXT platform, it will remain compliant while stored in our system. For each PDF document that is uploaded to our platform, we OCR scanned PDFs; set document title, primary language, and other PDF metadata fields; and automatically create a base level of tags to be used by screen readers.

Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later.

We host MunicodeNEXT in Microsoft's Azure Government secure cloud environment and guarantee an SLA of 99.95% uptime. SSL encryption is used by default to secure access to the site and the entire platform is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

MunicodeNEXT Premium Feature Summary (See Attachment A for screenshots and full details)

We recommend our bundled feature option, MyMunicode for the most transparent and feature rich code possible. MyMunicode includes annual online hosting and maintenance service with CodeBank, CodeBank Compare + eNotify, OrdBank, MuniPro and a custom online code banner to match the City's logo or website. Our MuniPRO feature allows you to search over 3,700 codes in the Municode library for sample ordinances, save frequently used or complex searches, create notes to attach to any publication and draft and edit new ordinances internally. Additionally, constituents and staff can search the Code by keywords or phrases, and print or email at the section, article and chapter level of the online Code. A summary of our Premium features is provided below.

- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A "modified," "removed" or "added" badge is shown within the online table of contents to alert users of recently amended sections of your code.
- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders. Applies to included (amendatory) ordinances.
- ★ **OrdLink** will create highlights within your online code to help users identify what amendatory ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniPRO** allows you to search over 3,700 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
- ★ **MuniDocs** has recently been upgraded to allow clients to upload a wide variety of .rtf, .doc, .docx, and .pdf documents to browse and search alongside the code. Uploading is as simple as dragging and dropping the document from your computer into the upload dialog box on the improved administrator dashboard, where previously uploaded documents can also be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more. These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately



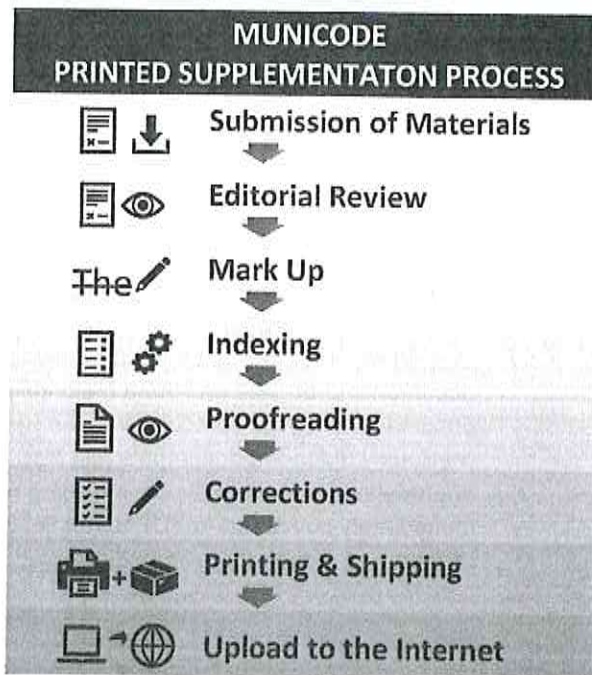
PART 3: SUPPLEMENTAL UPKEEP SERVICES (FULL-SERVICE)

OPTION 1: SUPPLEMENTATION & ONLINE CODE HOSTING - TOTAL CODE ADMINISTRATOR

Supplemental Upkeep Services – Municode as Total Code Administrator

We comply with the RFP's requirements for full-service supplemental upkeep of the new Code. Printed and/or electronic Supplements can be provided on the schedule of your choice, and there is no additional charge for more (or less) frequent supplementation of the Code. Please know that legal review of future ordinances against the Code in its entirety is not included with supplement services but we have provided a quote for this additional service on **Form B, Proposal Pricing**. We pride ourselves on a turnaround time of 35 to 40 days for printed supplements and can provide "always up to date" electronic update services within 15 days at the same per page rate as printed supplements. The online Code is updated at no additional cost within 3 days after shipping the supplement. The printed supplement process is summarized below.

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service (advance legislation service) is selected, the legislation will be posted online within 48 hours in PDF format as "Adopted Legislation not yet Codified".
2. Editorial Review – Our editorial team will review all material submitted to determine whether the material should be included in your code; where it should be placed; whether it conflicts with existing code content; what material should be removed; whether history notes should be added; what tables will be updated and whether the Table of Contents in the front or at the Chapter/Title level should be amended. If any significant issues are noted, we will contact you for clarification. No substantive changes to your legislation will be made, however minor typographical errors will be corrected as needed. Any questions or inconsistencies will be brought to your attention.
3. Indexing –Our indexing team will index and cross-reference new material in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that it is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again, line by line to ensure that the improvements made were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – Your online code will be updated within 1 to 2 days of shipping or uploading the supplement. You will be notified via email that the website has been updated. If our CodeBank Compare + eNotify service is selected, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, insert divider tabs and ship your supplement to you quarterly unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet*: With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.



PART 3: SUPPLEMENTAL UPKEEP SERVICES (SELF-PUBLISHING)

OPTION 2: SELF-PUBLISHING SOFTWARE & ONLINE CODE PUBLICATION

Self-Publishing Software Services

Our Self-Publishing Software was created specifically for municipalities who prefer to publish and maintain their Code (and other selected publications) online and “in-house”, using your staff in lieu of Municode’s team of Legal Editors and Legal Proofreaders to edit and update the Code.

Our Self-Publishing Software service puts the maintenance of the Code directly into our client’s hands and is equipped with all of the tools and technology needed to ensure the successful self-maintenance of your Code and other publications.

We Convert Your Code, You Publish

The self-publishing process begins with converting your newly adopted Code of Ordinances into Municode’s Self-Publishing software platform. If desired, our experienced editorial staff is available to provide assistance in updating the online Code at any future point in time, as indicated on the *Price Quotation Sheet*. While some municipalities may prefer the complete independence our online framework offers, we are always available to assist upon request.

After your Code is converted to the Municode software platform, we will provide training to enable authorized users to update the online Code of Ordinances. This process occurs through our proprietary code-to-document proposal method (which generates automatic digital ordinances/resolutions), or by converting a passed document into the online platform.

Your Changes = Instant Ordinances

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators. All proposals made to the Code are automatically numbered and redlined, enabling your Council to clearly see what material has changed, and how those changes will impact your code. Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is automatically updated.

Sign, Seal & Update by Email Approval

After the automatically generated document is passed by your Council, an email is generated to request the approval and authorization of your presiding Officer(s) and Attester(s). Upon their authorization, your online code can be instantly updated, and the documents may also be digitally signed and sealed.

In addition to self-publishing your Code of Ordinances, other books or publications can be published and updated within our Self-Publishing platform, such as Minutes, Policies & Procedures, Fee Schedules and more.



Complete Edit, Legislative History

Transparency is your and our primary objective. All changes made to your code within the system are fully and automatically documented and recoverable. The Self-Publishing Software service automatically records your legislative history for your citizens to see the evolution of your code supported by the actual ordinances which adopted, amended, or repealed your section of the code.



Ordinance Design & Review

While some cities and towns may prefer the complete independence our online framework offers, other communities may request assistance from our full-service codification staff. Our experienced staff is available to provide your community with codification services which can include ordinance review, design, and support. Whether you need assistance using the software tools, or in reviewing or designing ordinances, we have a dedicated staff available to help with all your codification needs.



Email Notification of Updates

How often do staff or citizens ask you the last time the code was updated? Give everyone the ability to sign up for email notifications! Users will receive an email containing a link which directs them to what has changed.



Ordinance/Resolution Drafting Tool

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators.



Ordinance / Resolution Creator with Digital Signature & Seal

Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current + updated!



Search & Browse Features

- ★ Cross-reference linking
- ★ Citations in context of legislation
- ★ Shareable link to any title, chapter, article, division, or section
- ★ Search by keyword, and within specific areas of the code



PDF Ordinance/Resolution Storage

Tired of searching for original ordinances? Our Self-Publishing Software allows you to store, search. Data limitations may apply.



Desktop, Mobile Friendly

All of our tools use widely accepted web standards and are cross-browser compliant. Your codes are instantly available online as well as on any mobile device the second you choose to make them available. We support all modern mobile browsers and make our best effort to comply with WCAG 2.1 Level AA checkpoints for accessibility.



Branding, Theming

Each municipality can choose and the colors, logos, and fonts that represent their unique identity. No more one-size-fits-all that other codifiers force you into. We will also support your custom domain for the location of your code. We also include an array of analytics that will show you how your citizens use your books including commonly accessed resources.



Host Additional Searchable Publications

Some cities and towns use our Self-Publishing Software to provide additional resources to the public. The software platform is designed to publish online any regulation or policy that your community implements. Whether it's your municipal code, personnel policies and procedures, public work standards and technical specification, compilation of resolutions or executive orders, minutes, or other regulations; each of these books can be published through our online framework.



Online Training and Customer Service

Municode provides support and codification training to ensure familiarity with all aspects of the software. Municipal staff who receive our custom training and self-publish their Codes develop themselves professionally and learn new skills.



Prudent, Cost Effective

Update as little as or much as you need. With SPS, there are no updating limitations or additional expenses. Most municipalities can save up to 70% with Self-Publishing Software! Our annual rates are fixed, not variable. This means your codification expense won't exceed the budget.



Reliable, Cloud Based

Using one of the biggest cloud-based infrastructures in the world, we can pass on our uptime guarantee of 99.9%! Customers can easily upload all supporting documentation and images such the original legislation, ordinance, zoning maps, documents, etc.



Print-friendly

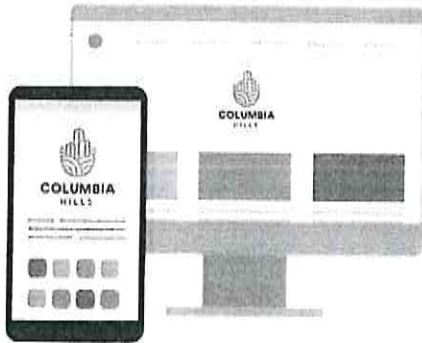
Download online code as PDF File, enabling print or backup.

PART 4: OPTIONAL SERVICES

Powering and Empowering Local Governments

As the parent company of Municode, LLC, CivicPlus believes that every interaction between citizens and their local government should be exceptional and frictionless. It's why we build technology solutions designed to foster positive and powerful civic experiences. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

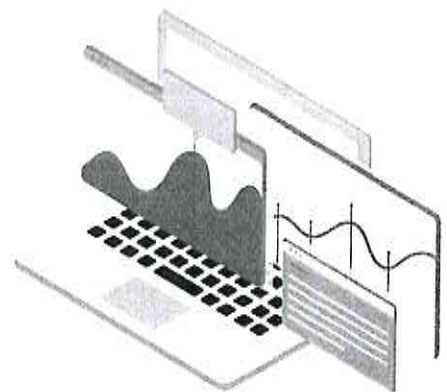
CivicEngage[®] Central is an easy-to-use suite of citizen engagement tools. Modules including Agenda Center, Alert Center, Calendar, News Flash, Forms Center, and others enable local governments to communicate with their citizens without the need of technical knowledge or programming skills through its drag-and-drop user interface. CivicEngage Central combines the best of responsive design, tools, accessibility, secure hosting, and reliable continuing services to provide you with a website environment to keep your citizens informed and engaged.



CivicEngage[®] Open uses the Drupal open source platform for easily configurable and manageable website design to provide an easy to maintain and responsive website. Ideal for Towns, Villages, Townships, Municipal Departments (Police/Fire/Library) and Special Districts, CivicEngage Open is both secure and easy for content editors to manage and update. In a matter of only a few months, you can present your citizens with an inviting and easy to navigate website that enables them to stay engaged and informed on whatever device they prefer.

CivicEngage[®] Evolve is a headless content management system developed specifically for local government with innovative functionality and extensive flexibility to streamline your processes. CivicEngage Evolve has a suite of built-in, robust, and customizable tools as well as permission-based access that will empower your staff to update and configure your website content easily and efficiently. It is easy for non-technical content creators to use thanks to its live edit functionality, yet capable of limitless customizations and integrations for teams with technical resources. The flexible features, API integrations, and build-once display does not restrict content based on output structure or format.

CivicClerk[®] is the fastest, most intuitive way to streamline the entire agenda management process—from creating agenda items to managing live meetings and creating post-meeting follow-up tasks. It provides time-saving automation while allowing clerks to balance such convenience with manual controls and overrides. In addition, internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools. CivicClerk was designed to offer configuration flexibility so the system can be scaled from the simplest agenda process to the most complex. In addition, built-in integrations and a full suite of APIs make integrating with other internal applications easy.



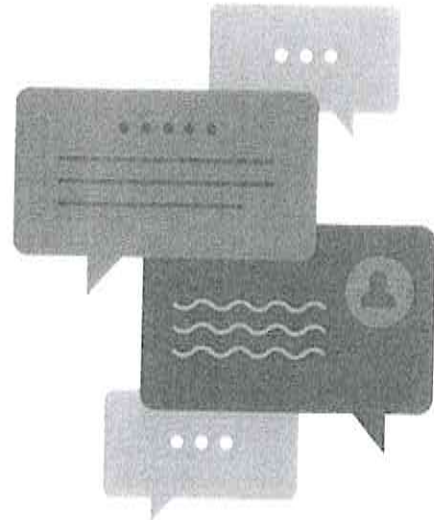
CivicRec® provides parks and recreation software to centralize all your activity, facility, staffing, and point-of-sale needs. The cloud-based nature of CivicRec means staff can manage their operations from anywhere—and on any device. Our interface is both clean and easy-to-use so that you can present a modern face to the public. Use the built-in tools to create and manage programs and activities, set up and reserve facilities, issue tickets, sell concessions or merchandise, and collect payments. Integrated calendars prohibit double bookings and allow for easy view of your facilities and programs. And with advanced access, you can control and customize reports, you can optimize revenue potential.

CivicReady® is a multi-channel communication solution that allows you to reach your citizens and visitors, no matter where they are in the community. CivicReady allows you to alert citizens within seconds with actionable information using a single interface, saving you time and amplifying your reach. Departments within your local government can also collaborate using CivicReady's real-time, two-way group messaging. CivicReady also integrates with the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS), enabling you to reach as many people as possible, including citizens and visitors who have not opted-in to text, phone, or email communications.

CivicHR® is our cloud-based software that automates job postings, improves talent selection, simplifies employee onboarding, and promotes employee engagement with continuous performance feedback. This easy-to-use, comprehensive, and integrated solution allows human resource managers to simplify and streamline the continuum of personnel needs as individuals move from job seeker to new hire to employee. CivicHR integrates and organizes data, automates job postings, collects applications, simplifies employee onboarding, and manages performance. Secure cloud-based storage with redundant backups and full encryption ensures security and proper access to your critical data.

SeeClickFix powered by CivicPlus is a cloud-based, GIS-enabled, 311 and citizen relationship management solution designed with built-in citizen engagement functionality. SeeClickFix has the tools to manage the tasks and communications needed to get the job done for field workers and administrative staff. With our request management features, you can seamlessly collect, manage, and route requests through custom workflows tailored to your processes with easy-to-use web forms and mobile apps. Integrations and APIs make it easy to connect SeeClickFix to the systems you already use. Further, our Conversations module is a multi-channel communication tool to improve and simplify citizen and local government engagement.

CivicOptimize® is a digital optimization platform that allows local governments to scale technology solutions and quickly digitize paper and in-person workflows. This scalable software is a suite of deployment-ready apps, forms, and integrated systems, the foundation of which is CivicOptimize Productivity, a low-code development solution. Productivity streamlines integrated municipal teams' ability to create custom digital solutions to meet their community's unique government service delivery needs. Low-code development environments allow for collaboration between nontechnical department leaders and programmers to develop solutions that meet business needs. With Productivity, teams can create efficiency-centric applications, including digital forms, hosted cloud infrastructure, IoT connectivity, and performance monitoring capabilities.



FORM A - PROPOSAL PRICING

Please see Municode pricing sheets (pages 24-28) for additional pricing details

Form B – Proposal Pricing

<u>Description of Service(s)</u>	<u>Price</u>
(A) Initial Re-Codification:	
(1) Base Cost:	\$ 22,000
	(Based on 1,100 single column 10-point font pages. Not-to-Exceed \$23,100 or 50 excess pages at \$20 per page)
(2) Base Cost Includes:	
(a) Number of copies:	<u>2</u>
(b) Number of swing-hinged binders:	<u>No swing-hinged binders per Addendum</u>
(c) Number of post binders:	<u>N/A</u>
(d) Number of sets of divider tabs:	<u>2</u>
(3) Additional Charges:	
(a) Per page cost for excess pages:	\$ 20.00, not to exceed 50 invoicable pages
(b) Tabular matter, per page:	\$ No charge during recodification process
(c) Freight charges:	\$ Actual
(B) Loose Leaf Supplement Services:	
(1) Annual Fee: Applicable to Self-Publishing Software, Option 2	\$ 1,700 if selecting Option 2
(2) Per page costs: (single column, per Addendum)	
(a) 8 1/2" x 11", double-column:	\$ 19
(b) Additional tabular matter:	\$ 10 each, during supplementation
(C) Optional Services	
Reorder Extra Copies of Extra Code Minimum Number of Copies:	
1. Cost per Extra Code with Binder:	\$ 125
2. Cost per Extra Code without Binder:	\$ 65
3. Cost per Extra Chapter, Separately Bound:	\$ 0.06 per impression (page) \$ 3 each (paper covers)

- | | |
|--|--|
| 4. Cost of Putting Code on City Website and/or Hosting Code on selected Firm's Website: | First 3 months of service at no charge
See selections on page 28
\$ 450 - \$1,195 annually |
| 5. Updating Ordinances in conflict with State and Federal Statutes. . \$150 per hour
Please see pages 16 & 26. Legal review of newly adopted legislation is not typically included with supplement editorial services | Describe: Please see comment under #5 |
| 6. Providing Model Ordinances, when Requested. | Describe: \$295, annually
MuniPro service, see pages 15 & 28 |
| 7. Cost for Information Retrieval Software for the Code: | \$100 per update (Folio format) |

D. Initial Payment Schedule/Base Cost

- | | |
|---|----------|
| a. Amount due upon completion of editorial ^{execution of agreement} Conference: | \$ 7,700 |
| b. Amount due upon receipt of proofs submission of the Legal Memorandum | \$ 5,500 |
| c. Amount due upon delivery of Code submission of Draft Code | \$ 5,500 |
| d. Amount due upon delivery | Balance |

E. Time to Completion 12-15 months from our receipt of the newly adopted Planning, Zoning and Subdivision legislation, barring any delays in receipt of material, conference scheduling or return of proofs

- | | |
|---|-----------------------------------|
| a. Number of Months until Manuscript: | <u>6 months</u> |
| b. Number of Months until Complete Code(after return of manuscript) | <u>3 months</u> |
| c. Number of Days for Updated Supplements: | Printed: <u>within 35-40</u> days |
| | Electronic: <u>within 15</u> days |

Please see recodification timeline on page 13.

MUNICODE PRICE QUOTATION SHEETS – EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Recodification, Supplementation and Online Code Hosting

*Logic: Give your municipality a fresh start. Engage our full-time attorneys to examine the legal sufficiency of your code from top to bottom. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT***

- ★ **Recodification Total Cost**\$22,000¹
- Timeline** **12 to 15 months**

A full-time, Municode attorney will legally review the Code and uncodified ordinances, not just a code editor. We will research all ordinances of a general and permanent nature against the State Constitution, State Law, and the Charter, and ordinances will be compared to final Code content to determine if there are inconsistencies or conflicts within the legislation itself. We will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure. We will also provide State Law references within the code and hyperlinks to internal references within the code. We will provide a legal memorandum containing recommended options and conduct a conference to review the memorandum and recommendations. Our team will edit the text of your code to reflect proper grammar and stylistic consistency; create a subject matter index; create all tables (contents, state law reference, prior code comparison, and ordinance disposition); and insert graphics into the printed and electronic versions of the code. A draft code will be provided for your review. Ongoing maintenance of the Code can be provided either by utilizing Municode as your full-service Total Code Administrator or by utilizing our Self-Publishing Software to update the Code in house.

Option 1: Municode as a Total Code Administrator:

- ★ **Supplement Service** (single column per page rate) \$19²
Municode does not charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.
- ★ **Online Code Hosting = MunicodeNEXT! (first 3 months of service at no charge!)**....\$450³
The online code is only \$450 for our standard service. If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for only \$1,195 annually, with the first 3 months of service at no charge!

Option 2: Self-Publishing Software Platform:

- ★ Conversion of newly recodified Code to Municode's Self-Publishing Platform.....**No charge**⁴
- ★ Annual Online Software Licensing and Code Hosting Fee.....\$1,700
- ★ Online Code Hosting Fee for *additional* publications.....\$295 per publication
- ★ Conversion Timeline, post code adoption.....6-8 weeks

Supplemental Upkeep Options: (Decision required upon contract execution)

- Option 1: Municode as Total Code Administrator
- Option 2: Municode Self-Publication Software

¹ Recodification will begin upon receipt of the Planning, Zoning and Subdivision legislation that the City anticipates adopting in March of 2022. Not to Exceed \$23,100 for recodification services unless optional items or services are selected. Please see page 25 for project details.

² Please see page 26 for additional pricing details.

³ Please see page 28 for additional features and pricing available on our MunicodeNEXT platform.

⁴ Conversion of Code following codification services. Please see page 27 for additional pricing details.

RECODIFICATION QUOTATION SHEET - (OPTIONS 1 & 2)

Recodification Total Cost (includes land development legislation to be adopted in March of 2022) \$22,000⁵

- ★ Based on 1,100 single column 10-point font pages (equivalent of current 1,243 page Code in 11-point font)
- ★ Legal analysis & research by a full-time, Municode attorney
 - ★ Preparation of legal memorandum by a Municode attorney
- ★ Conference with attorney (make selections below)
- ★ Implementation of approved legal findings
 - ★ Updating State Law references
 - ★ Editorial preparation, proofreading and page formatting
 - ★ Indexing
- ★ Tables⁶, Graphics⁷ & tabular matter⁸
 - ★ Quality control review, proofreading and printing (if ordering printed copies)
 - ★ 2 Code copies, to include 3-post stamped binder and tabs (If Option 1 is elected)
 - ★ Sample adopting ordinance prepared by a Municode attorney

Please select font size below – We recommend 10-point font to ensure the Code can be contained in one binder.

Single Column: 10-point (1,100) 11-point (1,243) 12-point (1,375)

Binder Color: Semi-Bright Black Dark Blue Green Burgundy

Ink Stamping Color:

- Gold
- Silver

Conference Selection:

- On-site conference, each **Attorney time, travel, lodging and per diem**
- Teleconference or web-based conference, 4-hour session **No charge⁹**

Optional Services

- Gender Neutralization of Code **\$1,100**
- Archival OrdBank, per ordinance **\$10¹⁰**

Items not included in base cost

- ★ Pages over 1,100 10-point, single column pages per page (not to exceed 50 invoicable pages) **\$20**
- ★ Freight **Actual**
- ★ State sales tax **If applicable**
- ★ Post your code on MunicodeNEXT **See selections on page 28**

Payments for recodification project (your project can be budgeted over 2 fiscal years)

- ★ Execution of Agreement **\$7,700**
- ★ Submission of the Legal Memorandum **\$5,500**
- ★ Submission of Draft Code **\$5,500**
- ★ Delivery **Balance**

⁵ Not to exceed \$23,100 (or 50 excess pages) for recodification services unless optional services such as gender neutrality of the Code are elected. Only ordinances of a general and permanent nature will be reviewed. Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee. Proofs not returned within 45 days may be subject to a proof update fee.

⁶ The following tables will be created and are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table or schedule other than those enumerated in this footnote. This includes Traffic and Fee tables or schedules.

⁷ Includes printing all copies.

⁸ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁹ For the initial 4-hour session, then \$150 per hour thereafter.

¹⁰ Post historical ordinances to your online OrdBank repository, filed in annual folders and linked in the Code's history notes.

OPTION 1: SUPPLEMENTATION QUOTATION SHEET

Municode as Total Code Administrator

Supplement Service Base Page Rate¹¹

Page Format	Base Page Rate
Single Column	\$19 per page

Base page rate above is not affected by the frequency of supplementation. Invoices will be submitted upon completion of services. The supplement process includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index (if elected)
- ★ Schedule as selected by you¹²
- ★ Updating electronic versions¹³ and online code
- ★ Printing 2 supplement copies

Base page rate above excludes:

- ★ Freight
- ★ State sales tax
- ★ Images, Graphics¹⁴ & tabular¹⁵ matter, each
- ★ Chapter Reprints, per impression (per page)
- ★ Paper covers for reprints, each
- ★ MyMunicode online Code

Actual
If applicable
\$10
\$.06
\$3
Selections on page 28

Electronic media options for Code of Ordinances (sent via download)¹⁶

- | | | |
|--------------------------|------------------------------|------------------|
| <input type="checkbox"/> | Folio Bound Views | \$100 per update |
| <input type="checkbox"/> | WORD (DOCX) | \$50 per update |
| <input type="checkbox"/> | Adobe PDF of the code | \$50 per update |
| <input type="checkbox"/> | Adobe PDF of each supplement | \$50 per update |

Options for additional Code copies

- | | | |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | 3-post expandable binder, \$60 ¹⁷ each, with stamping | qty _____ \$ _____ |
| <input type="checkbox"/> | Additional Code Copies, \$.06 per impression (per page) | qty _____ \$ _____ |
| <input type="checkbox"/> | Additional Tabs, \$25 per set | qty _____ \$ _____ |

¹¹ All prices quoted in this section may be increased by 3% annually or negotiated in accordance with the then applicable increase percentage published Consumer Price Index (CPI) for All Urban Consumers.

¹² Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹³ We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹⁴ Includes printing of all copies.

¹⁵ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁶ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.

¹⁷ Price does not include shipping costs.

OPTION 2: SELF-PUBLISHING SOFTWARE QUOTATION SHEET

SOFTWARE LICENSE, newly recodified Code of Ordinances (annually) **\$1,700¹⁸**

The creation of the custom service/instance provides access to:

- ★ Automatic Ordinance/Resolution Drafting Tool
- ★ Automatic Code Updates & Legislative History Tool
- ★ PDF Ordinance/Resolution Storage¹⁹ & Automatic PDF Generation for backup/printing
- ★ Two Remote Training Sessions (1 ½ hours each)
- ★ Activation of additional publications upon request

CONVERSION & SOFTWARE SETUP (following recodification services) **No charge²⁰**

Converting your new Code to our Self-Publishing Software database empowers you with the ability to focus on future changes. The timeframe for online publication is within 6 to 8 weeks of your adoption of the new Code.

ORDINANCE UPDATE SERVICES **Quote available upon request**

During the initial Code conversion, additional material such as ordinances, resolutions, or policies can be added into any coded publication upon request. Please note that adding additional material to the new Code may extend the timeframe for online publication. After the Code is published online, Code Update services can be provided as quoted below.

ADDITIONAL PUBLICATIONS (each, annually) **\$295²¹**

Can include Minutes, Policies & Procedures, Handbooks, Manuals, Standards, Plans and more! Municode will set up the framework for the additional publication and provide you with an estimate for database conversion upon our review of the material.

ADDITIONAL SERVICES AVAILABLE

- MuniDocs²²** annually, upgraded self-loading capabilities **\$350²³**
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!
- MuniPRO Service** annually **\$295²⁴**
Search over 3,700 codes in the Municode full-service codification library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
- ★ Conversion, per additional publication **\$1,000**
- ★ Code Update Services, *after* initial Code conversion, per hour **\$150²⁵**
- ★ Consultation Services and/or Additional Training, per hour **\$150²⁶**
- ★ Onsite Training **Quote available upon request**

¹⁸ Includes 5 user licenses. 6-10 users @ \$120 each annually; 11-20 users @ \$100 each annually. If over 20 licensed users, the cost per user license is \$75 annually. Software license is invoiced annually upon anniversary date of initial online publication. Following year two of the agreement, costs in this section may increase by 5% annually or be negotiated to a percentage equal to the annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.

¹⁹ Data limitations may apply.

²⁰ Initial annual licensing cost and any additional services applicable are invoiced upon completion of data conversion. Complex or form-based graphics may be subject to an additional cost upon review of material. We will contact you should this occur.

²¹ Invoiced upon date of initial online additional publication, and annually thereafter.

²² MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform.

²³ Includes up to 25 GB storage. Quote for additional storage is available upon request.

²⁴ MuniPro searches will not include results from self-published Codes but will include results from the over 3,600 online Codes in our full-service codification database.


²⁵ Excludes legal services. Should legal services be desired, please contact us for a price quote.

²⁶ Excludes legal services. Can include graphic design/digital imaging services, meeting attendance or special projects.



OPTION 1: MunicodeNEXT ONLINE CODE HOSTING

Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of nearly 4,000 codes on MunicodeNEXT [here](#). **Please check the appropriate box (es) to indicate your selection:**

STANDARD ONLINE CODE HOSTING

- Online Code = MunicodeNEXT**, annually  **First 3 months of service at no charge! \$450**
Mobile friendly site. Full functionality and optimal screen resolution on all devices. In-line images & scrolling tables & charts. Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail. Print or Save as formatted WORD (DOCX). Google Translate supports over 90 languages. Social Media/Email. Share links to sections via email, Facebook, Twitter, etc. Post public notes, external links or documents within the contents of your online Code to keep your citizens informed of current issues pertinent to specific sections of your Code.

OPTIONAL SERVICES

- CodeBank** annually  **\$150**
Permanent online collection of previous versions of the code.
- CodeBank Compare + eNotify**²⁷ annually **\$250**
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- OrdBank**²⁸ annually (or per ordinance)  **\$325 (\$35)**
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only.
- OrdBank + OrdLink** annually (or per ordinance) **\$475 (\$60)**
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended.
- MuniPRO** Service annually (*sample Ordinance Service*) **\$295**
Search nearly 4,000 codes/ordinances in our online library. Attach notes to codes and drafts of new legislation.
- Custom Banner** one-time fee **\$250**
Customize MunicodeNEXT to match the look of your website.
- MuniDocs**²⁹ annually, upgraded self-loading capabilities **\$350**³⁰
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

- MyMunicode** annually. **First 3 months of service at no charge! \$1,195**³¹
Includes MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify, MuniPRO, and Custom Banner
- Add **OrdLink** to the MyMunicode bundle for only \$150 annually!

²⁷ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

²⁸ Ordinances will be posted to OrdBank as originally received, whether signed or unsigned. Substituting unsigned ordinances at a later date may result in an additional cost per ordinance.

²⁹ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

³⁰ Includes up to 25GB data storage. Quote for additional document storage is available upon request.

³¹ Total value if each item were to be purchased a la carte would be approximately \$1,470 per year with participation in our OrdBank service.

SIGNED ADDENDUM



THE CITY OF ASHLAND, MISSOURI

November 2, 2021

ADDENDUM #1

RFP for Recodification Services

CLOSING DATE: 5:00 P.M., November 12, 2021

Bidders shall note these changes to the above Request for Proposal and incorporate these changes in their submittal.

The following revisions and/or additions shall be referred to as part of the Proposal/Contract documents

1. In lieu of Owners Protective Liability insurance coverage, please substitute Professional Liability insurance coverage.
2. On Page 15, change per page cost for "8.5 x 11, double column" pages to "8.5 x 11, single column pages".
3. On Page 15, change "swing-hinged binders" to "post binders".
4. The current Code will be provided in Word format.
5. Approximately 10-12 ordinances of a general and permanent nature are adopted annually.
6. The current Code will be up to date and codified (with the exception of Item 8 below) when the successful respondent begins the legal review.
7. Respondents may offer a self-publishing option for maintaining the updated Code in-house.
8. Chapters 9, 10 and 11 of our current code are in the process of being re-written. The new sections are expected to be adopted by March, 2022. In comparison with the current code sections, the new chapters will include numerous graphics and tables. The successful respondent may elect to wait for this process to be completed and adopted prior to starting a legal review of the Code.
9. The City will not require a cross reference list consisting of every Code section and its original source in a City ordinance. We will require references in the Code as illustrated below:

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

WWW.ASHLANDMO.US



§ 19-27 Chief of Police and officers.

[Ord. No. 587, § III, 4-4-1995]

(a) The police department shall be composed of the following officers.

(1) The police department shall be headed by a Chief of Police, who shall be appointed by the Mayor with the advice and consent of the City Council from a list of eligible candidates certified to the Mayor from the police board. The Chief of Police may be removed from office by the Mayor for cause subject to the provisions of RSMo § 85.541.

ACKNOWLEDGMENT

The undersigned Respondent hereby certifies that the changes set forth in this addendum have been incorporated into their proposal.

FIRM: Municode, LLC DATE: November 8, 2021

SIGNATURE: 
Steffanie W. Rasmussen, Vice President of Client Services

NOTE: The original proposal will include the addendum signed in ink, rather than a digital signature.

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

WWW.ASHLANDMO.US

SIGNATURE PAGE

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless otherwise signed and authorized by Municode and the City of Ashland, Missouri

Decision required at time of contract execution. Please select only one option.

Code Update and Online Publishing Service following adoption of new Code

OPTION 1: Municode as Total Code Administrator
If choosing Option 1, please sign below.

OPTION 2: Municode Self-Publishing Software
If choosing Municode's Self-Publishing Software option, please sign below for initial codification services and ALSO return the signed Software as a Service (SAAS) Agreement provided as **Attachment C**. The SaaS Agreement includes references to this proposal, which serves as **Exhibit A** to the Self-Publishing Software Agreement.

Term of Agreement. This Agreement for recodification services shall begin upon execution of this Agreement and end three years thereafter, unless otherwise instructed by the City of Ashland. If choosing **Option 1** (Municode as Total Code Administrator) the full-service supplement and online Code hosting services shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice. If choosing **Option 2** (Self-Publishing Software) please also return the signed Software as a Service Agreement (**Attachment C**).

MUNICODE, LLC

Municode Officer: SW

Title: Steffanie W. Rasmussen, Vice President of Client Services

Date: November 9, 2021

Accepted by:

CITY OF ASHLAND, MISSOURI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

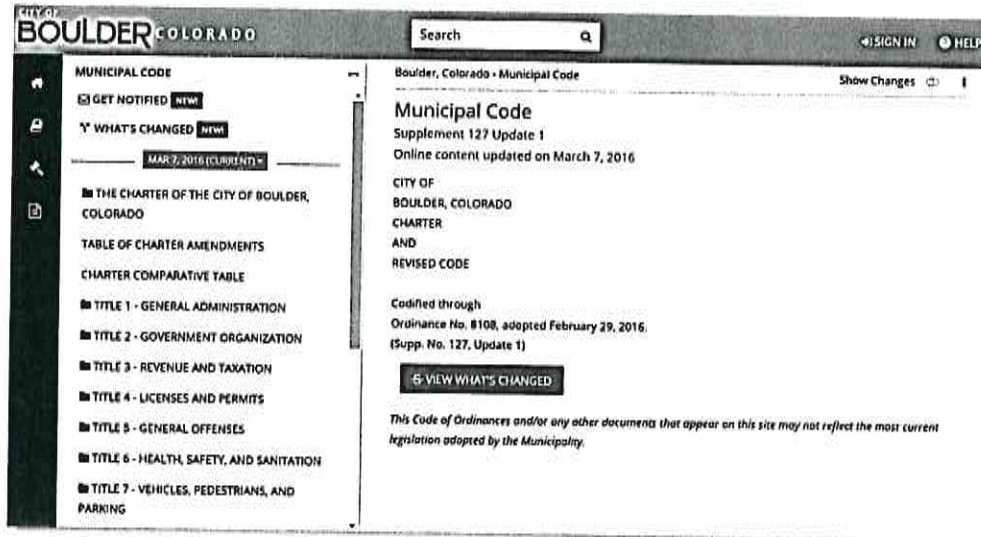
ATTACHMENT A

MunicodeNEXT Standard & Premium Features

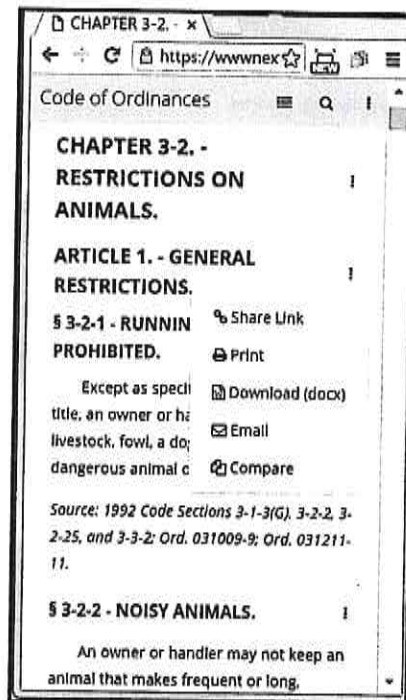
(Not available with Option 2, Self-Publishing Software)

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Standard Features of MunicodeNEXT

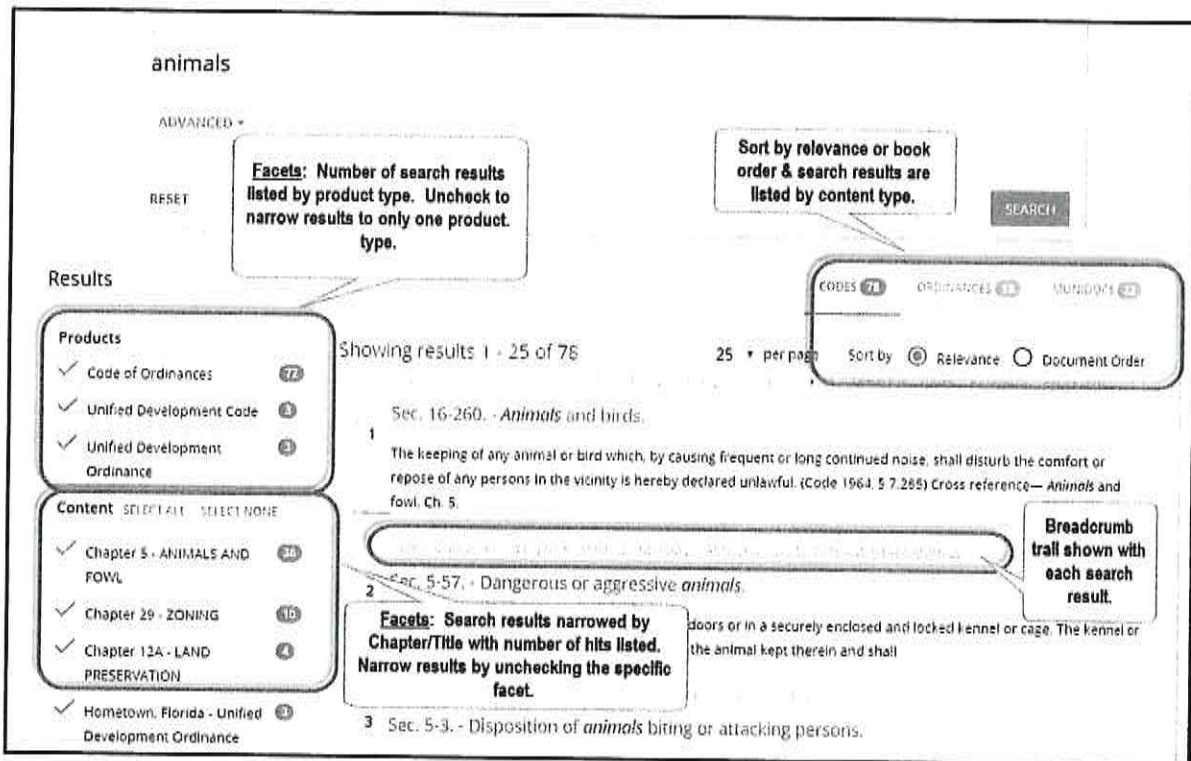
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open-source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.

Municode Search Components:

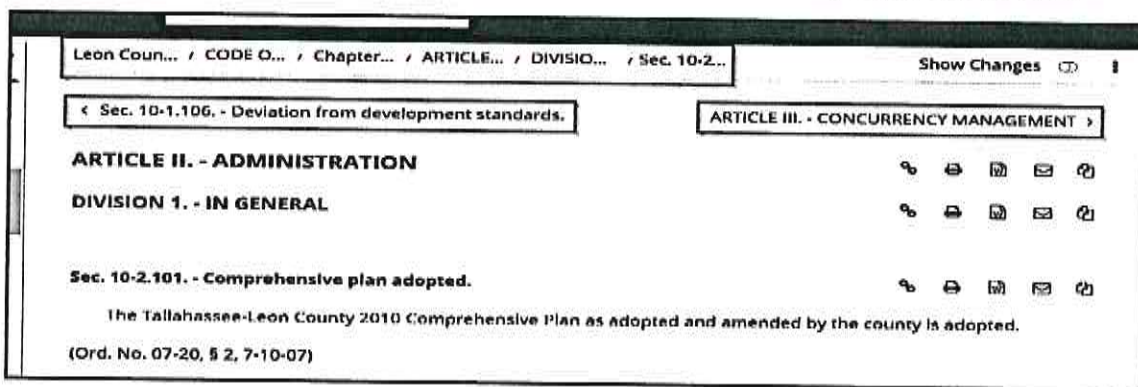
- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre- and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.

Standard Features of MunicodeNEXT



Search enhancements provided with our latest website upgrade include (see screenshot above):

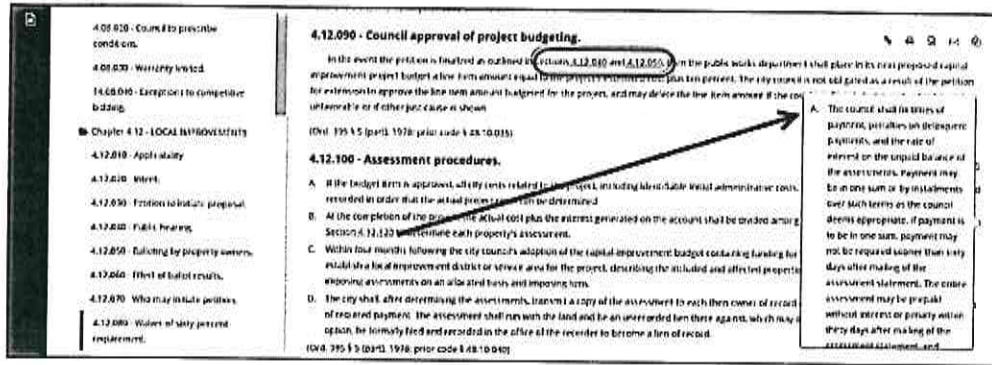
Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Standard Features of MunicodeNEXT

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

Public Notes - One of our newest additions to MunicodeNEXT is the ability to post public notes or documents within the online Code to inform your citizens about current issues pertinent to any specific section of your Code.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

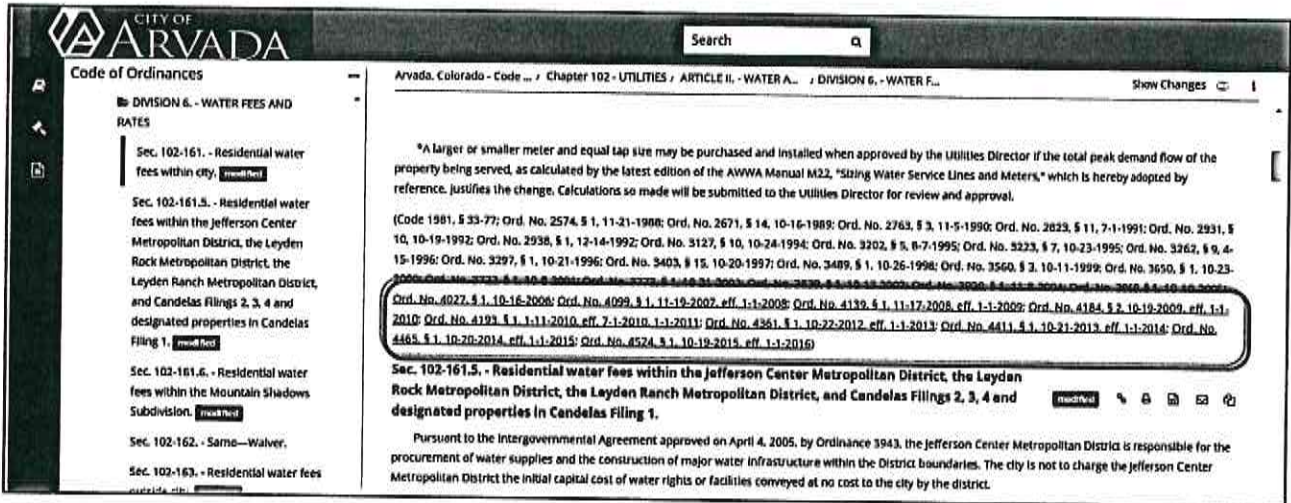
Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

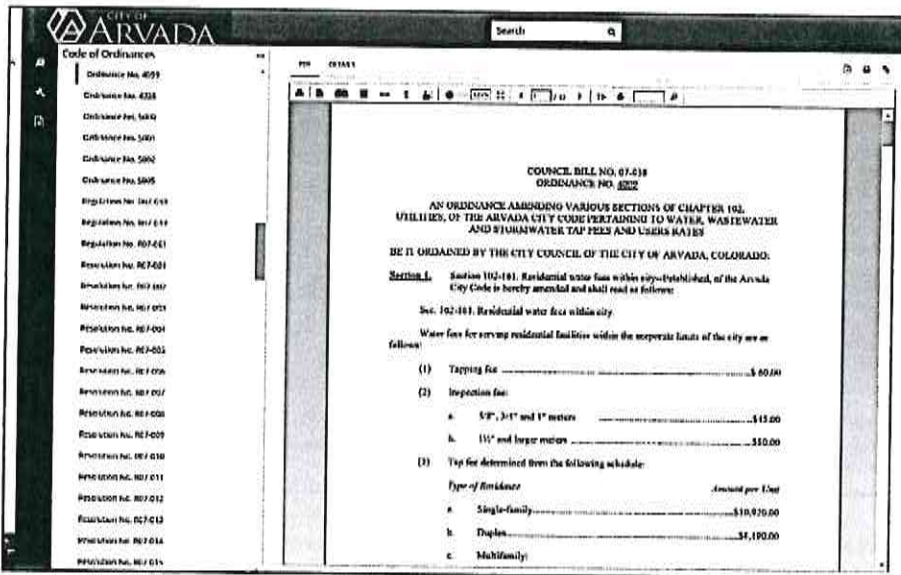
Custom Banner. We can customize the look and feel of your Code to match your website more closely. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

Hyperlinked ordinance in text)

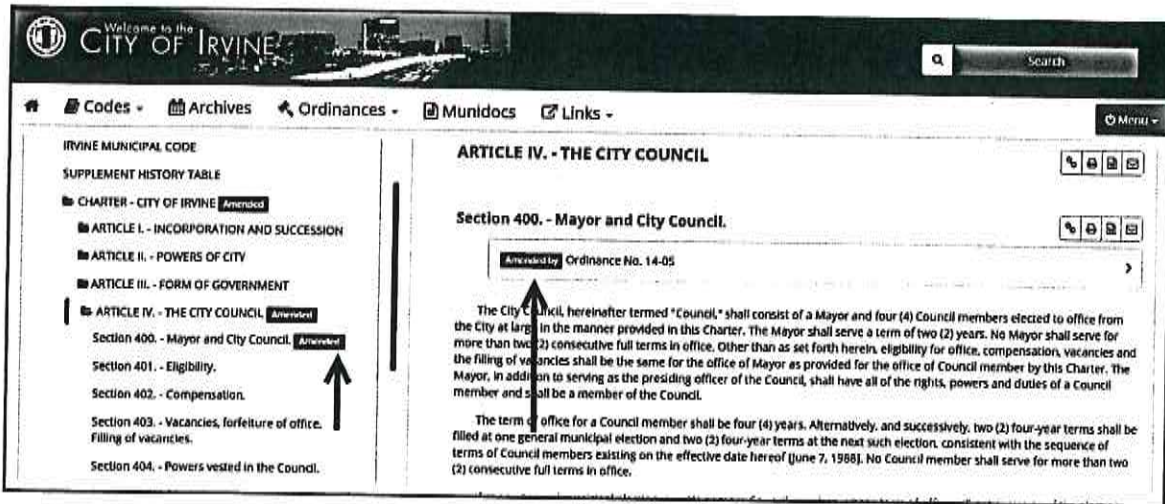


(One-Click access to the original ordinance in the OrdBank Repository)



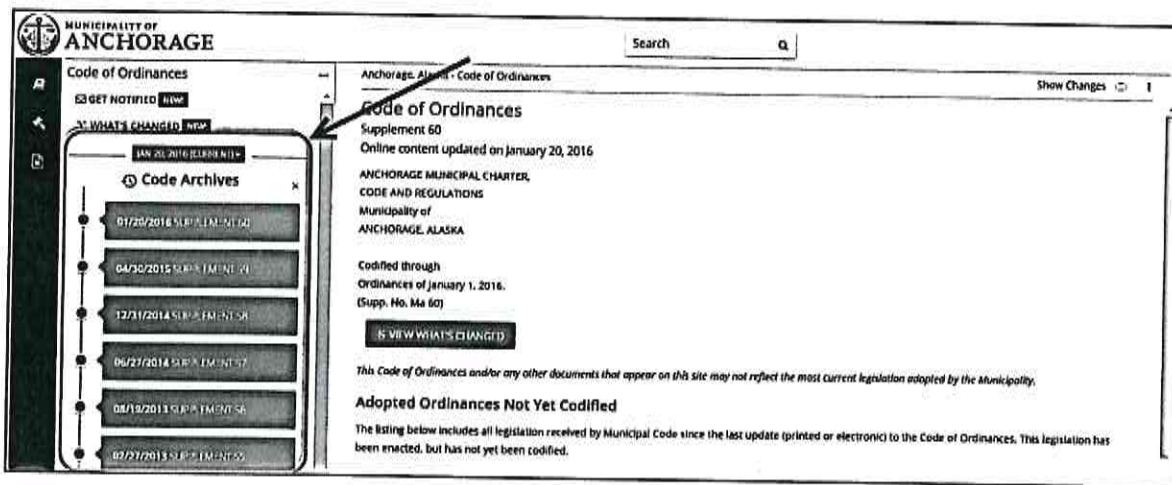
Premium Features of MunicodeNEXT

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update. **eNotify.** Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated.

Premium Features of MunicodeNEXT

This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Get Notified

Filling out this form will allow you to receive an email notification every time select publications are updated.

Note If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

First name

Last name

Select One

- Unified Development Code
- Unified Development Ordinance
- Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

The screenshot shows the 'Code of Ordinances' page for the Municipality of Anchorage. On the left is a navigation menu with a 'Show Changes' button highlighted. The main content area displays the text of the Code of Ordinances, with a 'Show Changes' button at the top right. A custom banner is visible at the bottom of the page.

(Show changes button and a custom banner are shown below)

The screenshot shows the 'Code of Ordinances' page for Bonita Springs, Florida. On the left is a navigation menu with a 'Show Changes' button highlighted. The main content area displays the text of the Code of Ordinances, with a 'Show Changes' button at the top right. A custom banner is visible at the bottom of the page.

Premium Features of MunicodeNEXT

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

- Name
- Minutes
 - Agendas
 - Budgets
 - Resolutions
 - Applications
 - Forms
 - Policies
 - Manuals
 - Misc. Documents

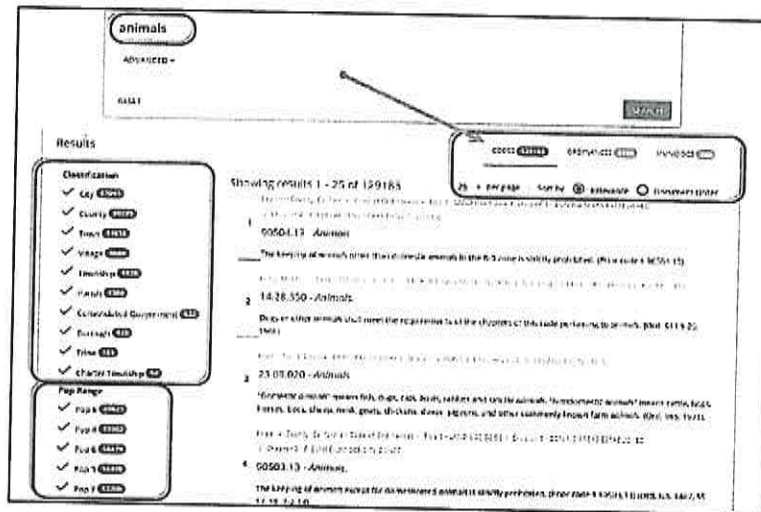
Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.



Premium Features of MunicodeNEXT

MuniPRO. MuniPRO Searching allows you to search the over 3,700 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



ATTACHMENT B

Sample Single Column Index

SAMPLE SINGLE COLUMN INDEX

CODE INDEX

	Section
A	
ABANDONMENT	
Traffic and vehicles.....	28-257 et seq.
See: TRAFFIC AND VEHICLES	
ACCIDENTS	
Traffic and vehicles	
Accident reports	28-2
ADMINISTRATION	
Boards and commissions	2-184 et seq.
See: BOARDS AND COMMISSIONS	
Finance	2-138 et seq.
See: FINANCE	
Officers and employees	2-76 et seq.
See: OFFICERS AND EMPLOYEES	
Purchasing	2-160 et seq.
See: PURCHASING	
Town council.....	2-19 et seq.
See: TOWN COUNCIL	
AFFIRMATION. See: OATH, AFFIRMATION, SWEAR OR SWORN	
ASSIGN OR TRANSFER	
Licenses and business regulations	
Transient merchants, itinerant merchants and itinerant ven- dors	
License	14-51
ATTORNEYS	
Officers and employees	
Town attorney.....	2-79
B	
BEER. See: ALCOHOLIC BEVERAGES	
BICYCLES	
Traffic and vehicles.....	28-179 et seq.
See: TRAFFIC AND VEHICLES	
BINS, CONTAINERS AND OTHER RECEPTACLES	
Noise	

CODE OF ORDINANCES

	Section
BINS, CONTAINERS AND OTHER RECEPTACLES	
(Cont'd.)	
Illustrative enumeration	
Loading, unloading, opening boxes	18-1(b)(10)
BIRDS. See: ANIMALS	
BOARDS AND COMMISSIONS	
Definitions and rules of construction	1-2
North Liberty Economic Development Commission	2-205 et seq.
See: NORTH LIBERTY ECONOMIC DEVELOPMENT COMMISSION	
Streets, sidewalks and other public places	24-21 et seq.
See: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES	
Subdivisions	26-253 et seq.
See: SUBDIVISIONS	
Zoning.....	32-171 et seq.
See: ZONING	
BOUNDARIES	
Certain ordinances not affected by Code	1-12
Subdivisions	
Improvements	
Boundary improvements	26-524
Zoning	
District regulations	
Rules for interpreting district boundaries.....	32-31
BUILDING COMMISSIONER	
Zoning	
Administration and enforcement.....	32-173

C

CHARGES, FEES AND RATES	
Animals	
Control, animal	
Fees and permits	4-26
Buildings and building regulations	
Building codes	
Permits and fees	6-20

CODE INDEX

	Section
CHARGES, FEES AND RATES (Cont'd.)	
Licenses and business regulations	
Transient merchants, itinerant merchants and itinerant vendors	
License	14-50
Sewer system.....	30-99 et seq.
See: SEWER SYSTEM	
Solid waste	
Collection and disposal	22-22
Subdivisions	26-218 et seq.
See: SUBDIVISIONS	
Traffic and vehicles	
Abandoned, salvaged and scrap vehicles	
Towing and storage charges	28-260
Water system	
Rates and charges.....	30-40
Zoning	
Administration and enforcement	
Miscellaneous.....	32-369
CHILDREN. See: MINORS	

ATTACHMENT C

OPTION 2: Self-Publishing Software Software as a Service Agreement (SaaS)

MUNICODE SELF-PUBLISHING SOFTWARE AGREEMENT

City of Ashland, Missouri

THIS LETTER OF ENGAGEMENT ("Agreement") is entered between the City of Ashland, Missouri ("CLIENT") and Municode, LLC ("CONSULTANT"). For the purpose of this Agreement, "USER" is defined as an employee, consultant, third-party contractor or agent to whom "CLIENT" has granted access to use the services provided under this Agreement. Municode's proposal of November 8, 2021 will serve as **Exhibit A** to this Agreement.

The parties agree as follows:

Term. This Agreement commences on the date it is executed and shall continue until full performance by both parties or until earlier terminated by one party under the terms of this Agreement. The initial term of this Agreement is for a period of (3) three years. This Agreement shall automatically renew on an annual basis, unless either party gives the other notice of non-renewal within thirty (30) days of the scheduled renewal period.

Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in **Exhibit A**. Payment will be made to CONSULTANT within thirty (30) days of the receipt of the invoice for services rendered, unless otherwise indicated in **Exhibit A**, with the one-time database conversion fee (if applicable), the first recurring annual Software License fee, and any other applicable fees set forth in Exhibit A due within thirty (30) days of completion of data conversion to Municode's database. Thereafter CONSULTANT shall invoice the CLIENT annually for the Software License Fee based upon the anniversary date of the initial online publication, and the anniversary date(s) of any additional publications added during the existing Agreement term.

1. **Consumer Price Index.** Following the initial Agreement term, CONSULTANT's fees may increase annually by five percent (5%) or be negotiated to the then applicable increase percentage published in the Consumer Price Index (CPI) for All Urban Consumers.
2. **Scope of Services.** CONSULTANT's services under this Agreement shall consist of services as detailed in **Exhibit A**. The Scope of Services may be amended or modified upon the mutual written agreement of the parties during the term of the Agreement.
3. **Use of Services.**
 - a. **CONSULTANT Responsibilities.** CONSULTANT shall: (i) provide to CLIENT initial software training and ongoing standard telephone and internet support for the purchased software services at no additional charge and shall (ii) use commercially reasonable efforts to make the purchased software services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the purchased software services or email and which CONSULTANT shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (b) any unavailability caused by circumstances beyond CONSULTANT'S reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CONSULTANT'S employees), failure or downtime in Third-Party or Internet service provider failures or delays, and (iii) provide the purchased services only in accordance with applicable laws and government regulations.
 - b. **CLIENT Responsibilities.** CLIENT shall (i) be responsible for USER'S compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of CLIENT Data and of the means by which CLIENT acquired said Data, (iii) use commercially reasonable efforts to prevent unauthorized

access to or use of the services and notify CONSULTANT promptly of any such unauthorized access or use, and (iv) use the services only in accordance with all applicable laws and government regulations. CLIENT shall not (a) make the services available to anyone other than USERS, (b) sell, resell, rent or lease the services, or (c) use the services to store or transmit infringing, libelous, or otherwise unlawful or tortious material.

4. **Integration.** This Agreement, along with the description of services to be performed attached as **Exhibit A**, and the additional products and services described therein contain the entire Agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions.
5. **Warranty.** CONSULTANT warrants that (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. CONSULTANT's entire liability and exclusive remedy under this warranty will be, at the sole option of CONSULTANT and subject to applicable law, to provide restored service(s) which conforms to these warranties within 7 days or to terminate the service(s) and provide a pro-rated refund of any prepaid fees (for the period from the date of the breach through to the end of the term).
6. **Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of this Agreement and further limited to a maximum amount equal to the consulting fees received by CONSULTANT from CLIENT under this Agreement. CONSULTANT shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.
7. **Termination.** This Agreement shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) days' advance written notice. In the event the Agreement is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid hosting and support fees (for the period from the date of the termination through to the end of the term).
8. **Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform services under the terms of this Agreement shall be, and always remain, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
9. **Ownership of Product.**
 - a. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, CONSULTANT reserves all rights, title and interest in and to the services, including all related intellectual property rights. No rights are granted to CLIENT hereunder other than as expressly set forth herein.
 - b. **Ownership of CLIENT Data.** As between CONSULTANT and CLIENT, CLIENT exclusively owns all rights, title and interest in and all CLIENT Data.
 - c. **Suggestions.** We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the services any suggestions, enhancement requests, recommendations or other feedback provided by CLIENT, including USERS, relating to the operation of the services.
10. **Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.
11. **Right to Purchase.** This Agreement enables CLIENT to purchase any additional services found in **Exhibit A** as an addendum hereto.
12. **Assignment.** Neither party may assign or subcontract its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

13. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules or doctrines.

14. **Service of Notices.** All required notices shall be deemed to have been validly given if delivered in person or by first class mail or email to the following addresses:

To CLIENT:

City of Ashland, Missouri
ATTN: Tony St. Romaine, City Administrator
109 E. Broadway
Ashland, MO 65010
cityadmin@ashlandmo.us

To CONSULTANT:

Municode, LLC
ATTN: Steffanie Rasmussen, Vice President of Client Services
PO Box 2235
Tallahassee, FL 32316
info@municode.com

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

SUBMITTED BY:

CONSULTANT Signature: SW
Name and Title: Steffanie W. Rasmussen, Vice President of Client Services

ACCEPTED BY:

CLIENT Signature: _____

Name and Title: _____ (please print)

DATED: _____

RESOLUTION 1-04-2022

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO THE EMPLOYMENT AGREEMENT FOR CITY ADMINISTRATOR FOR THE CITY OF ASHLAND, MISSOURI

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

The Board of Aldermen hereby authorizes the Mayor, on behalf of the City, to enter into the Employment Agreement for City Administrator for the City of Ashland, Missouri. 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 Resolution.

Passed and adopted this _____ day of _____, 2022.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: January 4, 2022

Re: City Administrator Hiring Process

EXECUTIVE SUMMARY: The City of Ashland advertised the job announcement for a full time City Administrator in mid-November/early December and received a total of 12 applications. In consultation with the Mayor an interview committee was established consisting of Mayor Richard Sullivan, Alderwoman Old, Alderwoman Bell, Police Chief Gabe Edwards, First State Community Bank President Joe Miller and me. Their role was to evaluate the applications, interview potential finalists, and make a recommendation to the Mayor.

DISCUSSION: Committee members were asked to rank each application based on multiple criteria, including relevant education, relevant experience, supervision exercised, etc.

Based on the rankings and discussion of each candidate the committee scheduled interviews with two finalists before reaching a unanimous decision to recommend Kyle Michel for the position.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): See attached contract.

Long Term Impact: See attached contract.

SUGGESTED BOARD ACTION: The hiring committee recommends that the Mayor appoint Kyle Michel as the City's full-time administrator in accordance with the terms of the attached employment contract.

**EMPLOYMENT CONTRACT
BETWEEN CITY OF ASHLAND
AND
KYLE MICHEL**

THIS EMPLOYMENT CONTRACT, made and entered into this ____ day of _____ 202__, by and between the City of Ashland, Missouri, a municipal corporation, hereinafter referred to as "City," as the party of the first part, and Kyle Michel, hereinafter called "City Administrator," as the party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, City desires to employ the services of Kyle Michel as City Administrator of the City, as provided by §77.042 RSMo and §2-103 of the City Code; and

WHEREAS, it is the desire of the City, to set forth its benefits, establish certain conditions of employment and to set working conditions of said City Administrator; and

WHEREAS, it is the desire of City to (1) secure and retain the services of City Administrator and to provide an inducement for his to remain in such employment, (2) to make possible full work productivity by assuring City Administrator's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the City Administrator, and (4) to provide a just means for terminating City Administrator's services at such time as he may be unable fully to discharge his duties due to disability or when City may otherwise desire to terminate his employ; and

WHEREAS, City Administrator desires to be employed as City Administrator of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Employment.

- A. The City hereby employs Kyle Michel as the City Administrator for the City of Ashland, and the City Administrator hereby accepts such employment in accordance with the terms and conditions of this contract.

Section 2. Duties and Responsibilities.

- A. City Administrator of City shall perform the functions and duties specified in the City Code and §77.042 RSMo, and to perform other legally permissible and proper

duties, functions, and responsibilities as the City through its Board of Aldermen shall from time to time assign.

- B. Additional Duties - The City Administrator shall perform such additional work as may be required by the City from time to time under the terms and conditions and according to the directions, instructions, and control of the Mayor and the Board of Aldermen.
- C. Change of Duties - The duties of the City Administrator may be changed from time to time without having any effect upon the other terms of this contract.
- D. City Rules and Regulations - The City Administrator shall strictly adhere to all state statutes, city ordinances, and the internal rules and regulations of the City which are currently in force or which may be established hereafter with respect to the conduct of employees, the administration of the city, and the performance of his duties. The City Administrator shall also strictly follow the directions of the Mayor of the City and the Board of Aldermen with respect to the methods to be used in performing his duties as long as such directions adhere to all state statutes, city ordinances, and internal rules and regulations. The City Administrator is responsible to continue and maintain the City's standards. The City's practices or policy manuals, and other written publications are all made a part of this contract; provided, however, that if any portion of such a policy manual or personnel manual should contradict the provisions of this Agreement, the terms of this Agreement shall prevail. The City shall have the right to amend, revise, or discontinue the policies and procedures as the City deems necessary from time to time. Any such change in such policies or procedures will be effective upon the issuance of the same by the City unless the City declares otherwise.

Section 3. Term of Contract and Conditions of Extension.

- A. The term of this employment contract shall commence on or before February 21, 2022, and shall remain in effect for three years thereafter. The parties may renew this contract for additional terms. Renewal negotiations may be initiated by either party at least sixty (60) days prior to contract expiration.
- B. Nothing in this employment contract shall prevent, limit, or otherwise interfere with the right of the City through its Board of Aldermen to terminate the services of the City Administrator at any time, subject only to the provisions set forth in Section 13, of this contract.
- C. Nothing in this employment contract shall prevent, limit, or otherwise interfere with the right of the City Administrator to resign at any time from his position with the City, subject only to the provision set forth in Section 13.D of this contract.

Section 4. Salary and Benefits.

- A. Salary. City agrees to pay City Administrator for his services rendered pursuant hereto an annual fixed base salary equivalent to an annual salary of \$90,000 for the duration of this contract, payable as earned at the same time as other employees of the City are paid, subject to annual appropriation.
- B. Salary Increases. In addition, any salary adjustments granted by the City shall be added to the base salary of the City Administrator. At a minimum, the City Administrator salary shall increase by the amount of any across the board salary adjustments granted by the City to other employees.
- C. If the City has authorized merit increases for employees, City Administrator shall be entitled to such merit increase as may be applicable based upon his evaluation as set forth in Section 6.A below.
- D. Benefits. The City Administrator will be entitled to receive all of the benefits which the City offers to its employees generally, in addition to any other benefits set forth herein.
- E. City Administrator Expenses. The City shall reimburse the City Administrator for all necessary expenses for City activities.
- F. Vacation. Upon employment, The City Administrator be credited with 80 hours of vacation and 40 hours of sick leave and will accrue vacation and sick time in the same manner as other employees.
- G. Automobile. The City Administrator shall receive a monthly automobile allowance of \$300.00 per month for use of the City Administrator's personal vehicle for business-related travel.

Section 5. Hours of Work.

- A. Parties agree that City Administrator is qualified to be, and shall be, considered an exempt employee under the terms of the FLSA. It is recognized that City Administrator must devote a great deal of his time outside normal office hours on the business of the City and it is agreed by the parties hereto that City Administrator shall not be entitled to any additional salary nor shall City Administrator be entitled to take compensatory time. The City Administrator, in consultation with the Mayor, shall establish an appropriate work schedule.

Section 6. Performance Evaluation and Goal Setting.

- A. The Mayor and Council shall review and evaluate the performance of the City Administrator annually during the first meeting in February of each year in

accordance with the Personnel Policy Manual and using the evaluation procedures utilized by the City for employees generally.

- B. Annually, the Mayor and City Administrator shall define such goals and objectives which they determine necessary for the proper operation of the City and in the attainment of the Board of Aldermen's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In addition, the Board of Aldermen shall keep an open line of communication with the City Administrator to discuss performance and expectations for both the Administrator and the Board of Aldermen.
- D. To the extent allowed by law, all such evaluations shall be closed records and done in closed sessions.

Section 7. Moving Expenses.

- A. The City will pay (either by reimbursement or by pre-authorization) for the reasonable relocation expense of the Administrator from his present residence to the City of Ashland, including the expenses of moving from a temporary residence in or near Ashland to a permanent residence as required by this Agreement.
- B. The total amount of relocation expenses shall not exceed \$8,000. All requests for reimbursement must be received within one year of the date of this agreement.

Section 8. Professional and Job-Related Benefits.

- A. The City acknowledges that professional dues and subscriptions of the City Administrator are necessary for his continuation and full participation in national, state, regional, and local associations and organizations necessary and desirable for his continued professional growth and development, and for the good of the City. However, City Administrator shall fund expenditures for such purposes from his office's budget as approved by the Board of Aldermen annually provided that at a minimum the City shall provide funds necessary for City Administrator's membership and participation in the Missouri City/County Management Association (MCMA).
- B. The City acknowledges that the travel and subsistence expenses of City Administrator for professional and official travel, meetings, and occasions as necessary to continue the professional development of City Administrator and to adequately pursue necessary official and other functions for the City, including, but

not limited to, the Annual Conference of the International City Management Association, Annual Conference of Missouri City/County Management Association (MCMA), Missouri Municipal League (MML) Annual Conference and such other national, state, regional and local governmental groups and committees thereof which City Administrator serves as a member. However, City Administrator shall fund such expenditures from his office's budget as approved by the Board of Aldermen annually and shall follow purchasing and reimbursement policies established by the City.

- C. The Board of Aldermen shall ensure that sufficient funds are budgeted to pay for membership in the ICMA, the MCMA, and MML, as well as to attend the annual MML Conference, the ICMA annual conference, and the annual MCMA conference.

Section 9. Outside Activities.

- A. The employment provided for by this Agreement shall be the Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Administrator may, with the Mayor's prior approval, elect to accept limited teaching, consulting, or other similar opportunities, provided that such arrangements may not create interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 10. Indemnification and Bonding.

- A. The City shall defend, save harmless and indemnify City Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of the course and scope of employment for an alleged act or omission occurring in the performance of the City Administrator's duties as City Administrator; provided, that the acts or omissions were done in good faith and without malice or felonious intent. The City shall provide counsel and pay for all costs arising out of such actions.
- B. The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under any law or ordinance.

Section 11. Residency.

- A. The City Administrator shall establish residency within five miles of the Ashland City limits as defined in the City Code and maintain such residency during the term of this contract.

Section 12. Discipline and Suspension.

- A. Discipline. The Mayor may take such disciplinary action against City Administrator as he or she may deem appropriate, excepting termination, as provided in the City Personnel Policy Manual. In such case, the role of the Department Head or City Administrator shall be assumed by the Mayor, and the City Administrator shall have the right to appeal such discipline to the Board of Aldermen. As the City Administrator is an exempt employee, any suspension shall be limited as provided in the Federal "Fair Labor Standards Act" (hereinafter "FLSA").
- B. For the purposes of this Section, a suspension without pay shall not be considered a reduction in pay.

Section 13. Termination, Severance Pay, and Resignation.

- A. Termination. The City Administrator may be discharged at any time on the recommendation of the Mayor with the consent of a majority of the Board of Aldermen, or by the Board of Aldermen on its own initiative by a two-thirds majority vote. In the event of termination under this subsection, the City Administrator shall be informed whether the discharge is or is not for cause. For the purpose of this section, the Mayor may not break a tie. The motion shall state whether the termination is for cause or without cause.
- B. The City may terminate the City Administrator for cause. City Administrator may be terminated for cause for any of the following reasons:
 - 1. Inability or refusal to perform the routine duties of the office for a period of 30 days out of any 90 day period, excepting sick leave and vacation taken according to City personnel policies.
 - 2. Adjudication of guilt of a felony or a misdemeanor involving a crime against persons or property or for which one or more elements of the crime involve moral turpitude.
 - 3. Violation of the City's drug and alcohol policy.
 - 4. Falsification of an employment application or other City records, or the altering or falsifying of time cards, work records, or job records.
 - 5. Intentional damage of City property.
 - 6. Failure to follow a specific lawful directive of the Mayor or Board of Aldermen after written notice of such failure and an opportunity to correct the failure unless the City Administrator reasonably concluded that the directive requires the City Administrator to engage in unethical or immoral conduct.

7. Absence from duty, without leave, contrary to these rules, or failure to report after a leave of absence has expired or after such leave of absence has been disapproved or revoked and canceled by the proper authority.
8. Unauthorized use of City vehicles, tools, equipment, manpower, or materials for personal benefit. Any authorized use must be clearly approved by the Mayor or the Board of Aldermen.
9. Sexual Harassment of a subordinate.
10. Theft of City Property exceeding \$100, whether or not arrested, convicted, or charged.
11. Commission of battery on any city employee or elected or appointed official.

- C. In the event City Administrator is terminated by the City without cause the City agrees to pay City Administrator a lump sum cash payment equal to three (3) months aggregate salary, plus such other severance benefits as may be applicable generally to employees under the Personnel Policy Manual.
- D. In the event that the City Administrator resigns or is terminated with cause, he shall be entitled only to those benefits generally payable to employees leaving the service in such circumstances. The City may, as part of an agreed-on resignation, agree to waive the provisions of this section and allow the employee to receive those benefits he would have been entitled to under Section 13.C. The City Administrator shall comply with the notice provisions regarding resignation as set forth in the Personnel Policy Manual.
- E. Upon resignation or termination, with or without cause, the City Administrator shall be compensated for accrued sick leave, vacation, and any other paid time off as any other employee with a continuous record of equivalent service.
- F. In the event City at any time during the term of this contract reduces the salary or other financial benefits of City Administrator in a greater percentage than an applicable across-the-board reduction of all employees of City, City Administrator may, at his option, be deemed to be "terminated" without cause at the date of such reduction and the provisions of Section 13.C shall apply.
- G. Disability. If City Administrator is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of eight successive weeks, or for forty working days over a sixty working day period, beyond any accrued leave, Employer shall have the option to terminate this agreement. If City Administrator is terminated under this Section 13.G., it shall be considered a termination without cause, and City Administrator

shall be entitled to all benefits set forth in this contract, notwithstanding the provisions of Section Section 13.B.1. hereinabove.

- H. Death. In the event that City Administrator dies while employed by City under this agreement or any renewals thereof, City Administrator's beneficiaries or those entitled to their estate shall be entitled to their earned salary and other accrued benefits to which they would be entitled as of the date of their death.

Section 14. Ethical Commitments

- A. The City Administrator will at all times uphold the tenets of the ICMA Code of Ethics, attached hereto and incorporated herein. Specifically, City Administrator shall not endorse candidates, make financial contributions, sign or circulate petitions or participate in fund-raising for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.
- B. Mayor and Board of Aldermen shall support City Administrator in keeping these commitments by refraining from any order, directive, or request that would require The City Administrator to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request City Administrator to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Section 15. Other Terms.

- A. The Board of Aldermen, in consultation with the City Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of City Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this contract, the City Code, or any other law.
- B. All provisions of the City Code, and regulations and rules of the city relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to City Administrator as they would to other general employees of City, in addition to said benefits enumerated specifically for the benefit of City Administrator except as herein provided.
- C. It is understood by the parties that all provisions set forth in this contract are subject to the availability of funds. Until such funds are appropriated by the Board of

Aldermen, the provisions of this contract shall not constitute an obligation on the general funds of the City except as to funds required for complying with Section 13.C.

- D. Parties agree that City Administrator will be treated as a “key employee” for purposes of the Family Medical Leave Act.
- E. In the event that either party is compelled to seek legal action to enforce the terms of this agreement, the prevailing party shall be entitled to receive his reasonable attorney's fees, costs, and expenses.

Section 16. Notice and General Provisions.

- A. Notice. Any notice required pursuant to this contract may be personally served on City Administrator at his office in City Hall and upon the Mayor of City.
- B. Complete Agreement. This contract supersedes all prior contracts and understandings between the City Administrator and the City and may not be modified, changed, or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by the Mayor and the Board of Aldermen. The text herein shall constitute the entire contract between the parties.
- C. Binding Effect. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of the City Administrator.
- D. This contract shall become effective commencing upon execution.
- E. Severability. If any provision, or any portion thereof, contained in this contract is held unconstitutional, invalid, or unenforceable, the remainder of this contract or portion thereof shall be deemed severable, shall be not be affected, and shall remain in full force and effect.
- F. Construction. This contract shall be construed according to the laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Ashland, Missouri has caused this contract to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the City Administrator has signed and executed this agreement, both in duplicate, the day and year first above written.

Mayor Richard Sullivan
City of Ashland, Missouri

Kyle Michel

ATTEST:

APPROVED AS TO FORM:

Darla Sapp
City Clerk

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options, and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public, and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or his position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2020.



Ashland Police Department

601 E Broadway - Ashland, MO 65010 ~ www.ashlandmo.us ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

APD Monthly Report to the Board of Alderman

For the January 4th, 2022 meeting

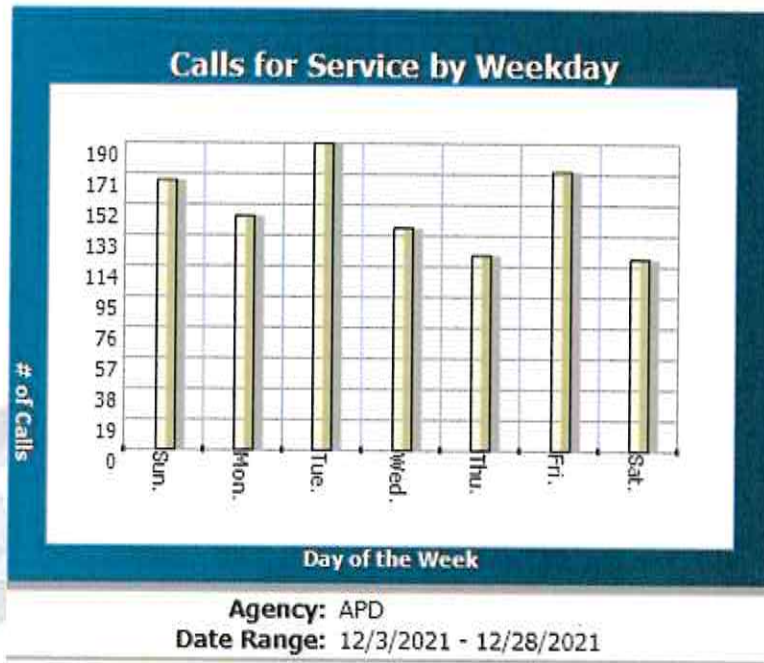
The only “news” I have to report to the Board of Alderman is that we are VERY excited to occupy the new Police Department and Municipal Center. It is an enormous improvement from where we were when I began with the City of Ashland 5 years ago. Thank you.





Ashland Police Department

601 E Broadway - Ashland, MO 65010 ~ www.ashlandmo.us ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062



Statistics for the period of 12/03/2021 – 12/29/2021

Calls for Service:	290
Building Security Checks:	29
Documented Neighborhood Patrols:	596
Traffic Stops:	103
Misdemeanor Arrests:	4
Felony Arrests:	2



Ashland Police Department

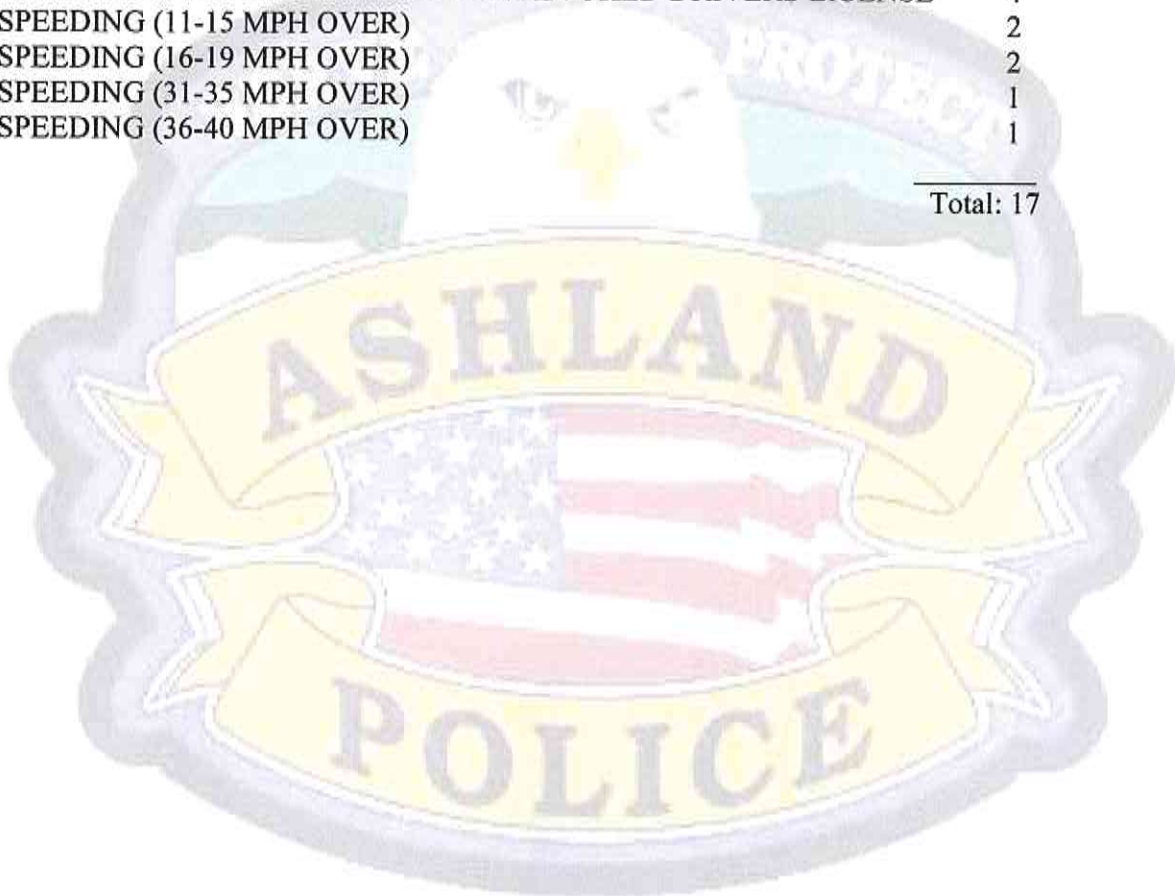
601 E Broadway - Ashland, MO 65010 ~ www.ashlandmo.us ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

Ashland PD Summons/Citations Charge Summary

Date Range: 12/03/2021 – 12/29/2021

<u>Charges</u>	<u>Count</u>
DRIVINIG WHILE INTOXICATED	2
EXPIRED PLATES	2
IMPROPER TURNING (prohibited left turn)	1
OPERATE VEHICLE ON HWY WITHOUT VALID DRIVERS LICENSE	2
OPERATING A VEHICLE WITH SUSP/REVOKED DRIVERS LICENSE	4
SPEEDING (11-15 MPH OVER)	2
SPEEDING (16-19 MPH OVER)	2
SPEEDING (31-35 MPH OVER)	1
SPEEDING (36-40 MPH OVER)	1

Total: 17





Ashland Police Department

601 E Broadway - Ashland, MO 65010 ~ www.ashlandmo.us ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

The remaining pages are traffic studies that have been completed since my last report to the Board of Alderman.

Please note: Only one traffic study was conducted during this last report period due to the holiday week. Traffic patterns are different during holidays and it's generally recommended to not conduct studies during those times when the purpose of the study is to identify patterns.

Also, please remember these are summaries and not the comprehensive data files. Much more data is available.



Site Code: 0000011

Station ID:

Location 1: 6300 E Loy Martin Road

Location 2: South U.S. Highway 63 NB & Bobbie Garrett Drive

Location 3:

Location 4:

Comment 1:

Comment 2:

Comment 3:

Comment 4:

Latitude: 38.789006

Longitude: -92.247081

Combined Lanes 12/13/2021 to 12/21/2021

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
12/13/2021	10:48 AM	4	11:29 AM	2	0.50	3:46 PM	12	4:09 PM	4	0.75
12/14/2021	7:23 AM	14	7:41 AM	6	0.58	3:57 PM	11	4:12 PM	5	0.55
12/15/2021	7:24 AM	15	7:24 AM	7	0.54	9:11 PM	40	9:11 PM	33	0.30
12/16/2021	6:47 AM	13	7:11 AM	6	0.54	3:31 PM	9	4:11 PM	5	0.45
12/17/2021	6:52 AM	15	7:08 AM	6	0.63	10:05 PM	17	10:41 PM	16	0.27
12/18/2021	8:19 AM	8	8:36 AM	3	0.67	4:56 PM	7	5:10 PM	3	0.58
12/19/2021	8:34 AM	8	8:39 AM	3	0.67	3:20 PM	12	3:21 PM	5	0.60
12/20/2021	6:47 AM	14	7:23 AM	6	0.58	4:12 PM	11	4:13 PM	3	0.92
12/21/2021	6:48 AM	14	7:09 AM	5	0.70	12:35 PM	8	12:35 PM	3	0.67

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
29 - 38	342	53.02325%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	16.9	20.9	22.9	24.9	26.9	27.9	28.9	29.9	30.9	32.9	33.9	34.9	35.9	35.9	36.9	37.9	38.9	39.9	41.9	55.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	645
Total Greater Than 50.0	3
Percent Greater Than 50.0	0.5%

Mean, Median, and Mode Averages

Mean:	31.6
Median (50th %):	32.9
Mode:	37.0

Site Code: 0000011
 Station ID:
 Location 1: 6300 E Loy Martin Road
 Location 2: South U.S. Highway 63 NB & Bobbie Garrett Drive
 Location 3:
 Location 4:

Comment 1:
 Comment 2:
 Comment 3:
 Comment 4:
 Latitude: 38.789006
 Longitude: -92.247081

AADT												
Date	Lane	Volume	x	User	x	Daily	=	ADT	x	Season	=	AADT
12/13/2021	West, 1	17		1.00		1.00		17		1.00		17
12/13/2021	East, 2	26		1.00		1.00		26		1.00		26
12/13/2021	Day Total	43						43				43
12/14/2021	West, 1	41		1.00		1.00		41		1.00		41
12/14/2021	East, 2	34		1.00		1.00		34		1.00		34
12/14/2021	Day Total	75						75				75
12/15/2021	West, 1	42		1.00		1.00		42		1.00		42
12/15/2021	East, 2	73		1.00		1.00		73		1.00		73
12/15/2021	Day Total	115						115				115
12/16/2021	West, 1	28		1.00		1.00		28		1.00		28
12/16/2021	East, 2	34		1.00		1.00		34		1.00		34
12/16/2021	Day Total	62						62				62
12/17/2021	West, 1	47		1.00		1.00		47		1.00		47
12/17/2021	East, 2	56		1.00		1.00		56		1.00		56
12/17/2021	Day Total	103						103				103
12/18/2021	West, 1	37		1.00		1.00		37		1.00		37
12/18/2021	East, 2	34		1.00		1.00		34		1.00		34
12/18/2021	Day Total	71						71				71
12/19/2021	West, 1	37		1.00		1.00		37		1.00		37
12/19/2021	East, 2	27		1.00		1.00		27		1.00		27
12/19/2021	Day Total	64						64				64
12/20/2021	West, 1	37		1.00		1.00		37		1.00		37
12/20/2021	East, 2	33		1.00		1.00		33		1.00		33
12/20/2021	Day Total	70						70				70
12/21/2021	West, 1	26		1.00		1.00		26		1.00		26
12/21/2021	East, 2	16		1.00		1.00		16		1.00		16
12/21/2021	Day Total	42						42				42
	Total	645						645				645
	Average	72						72				72

Speed Enforcement Evaluator

Location

6300 E Loy Martin Road

Total Percentage of Enforceable Violations

Closest Cross Street

South U.S. Highway 63 NB & Bobbie Garrett Drive

Posted Speed Limit 35 MPH
 Enforcement Tolerance 5 MPH
 Enforcement Limit Greater than 40 MPH

GPS

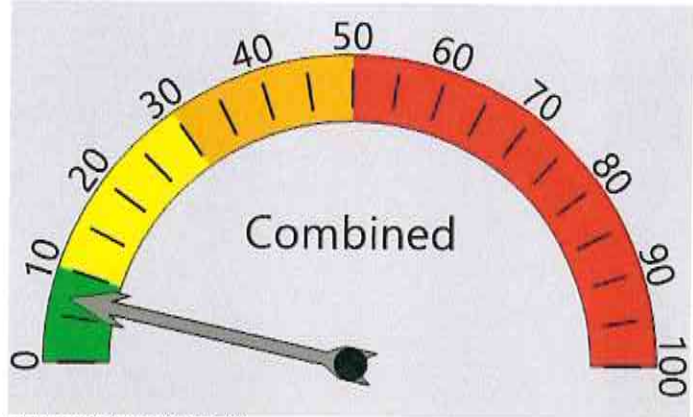
Latitude: 38.789006
 Longitude: -92.247081

Analysis Dates

Start: 12/13/2021
 End: 12/20/2021

ADT

80



Percent Speeding: 7%
 Rating: Low



Percent Speeding: 4%
 Rating: Low



Percent Speeding: 9%
 Rating: Low

Vehicle Totals - Combined

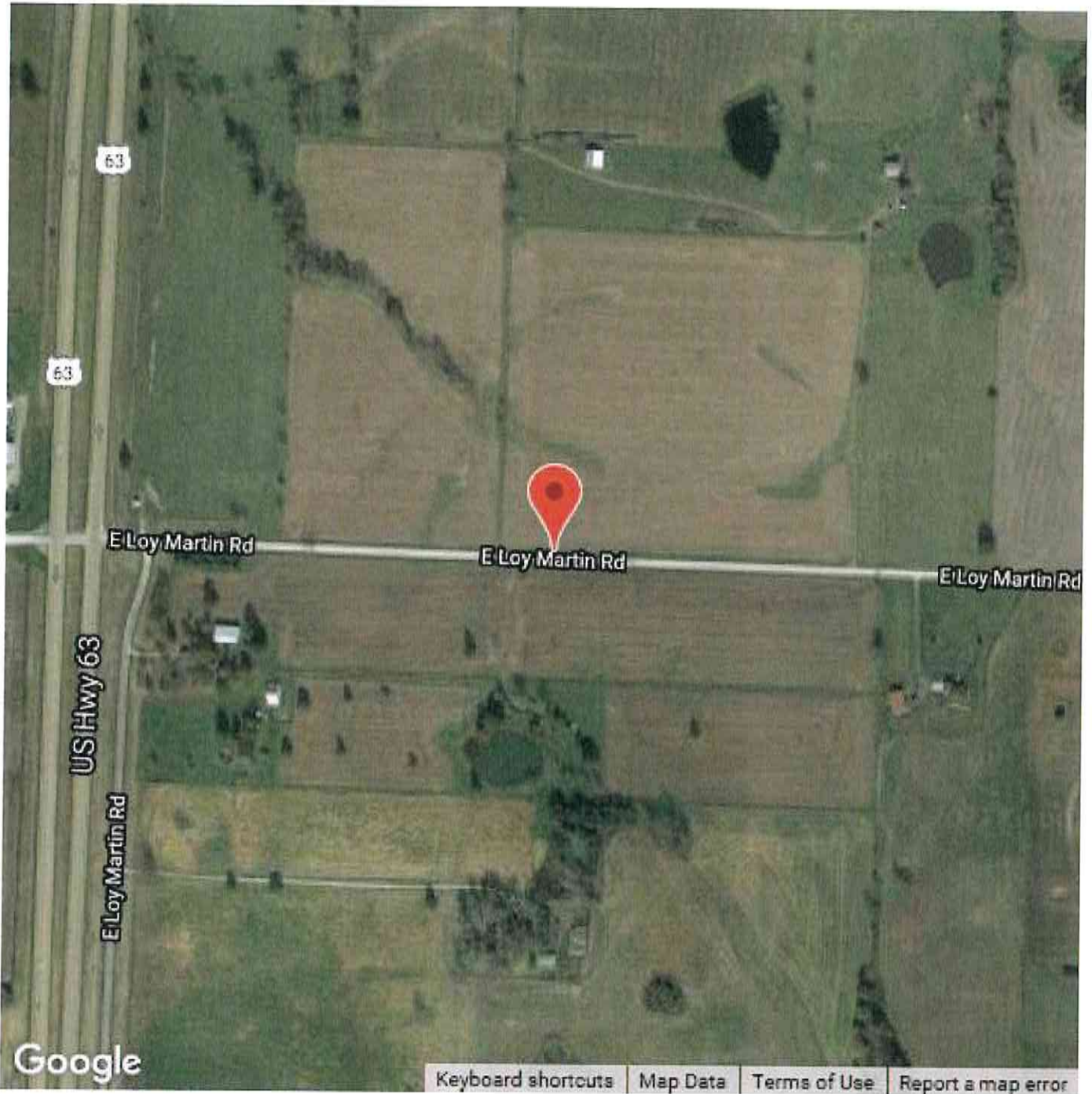
<= 2	<= 4	<= 6	<= 8	<= 10	<= 12	<= 14	<= 16	<= 18	<= 20	<= 22	<= 24	<= 26	> 26
0	0	0	0	5	3	6	14	7	13	21	26	32	476
85th Percentile: 38.9													

Vehicle Totals - West, 1

<= 2	<= 4	<= 6	<= 8	<= 10	<= 12	<= 14	<= 16	<= 18	<= 20	<= 22	<= 24	<= 26	> 26
0	0	0	0	5	1	0	2	0	5	8	9	16	240
85th Percentile: 38.9													

Vehicle Totals - East, 2

<= 2	<= 4	<= 6	<= 8	<= 10	<= 12	<= 14	<= 16	<= 18	<= 20	<= 22	<= 24	<= 26	> 26
0	0	0	0	0	2	6	12	7	8	13	17	16	236
85th Percentile: 38.9													



SPEED DATA ANALYSIS

Location



6300 E Loy Martin Road
South U.S. Highway 63 NB &
Bobbie Garrett Drive
Latitude: 38.789006
Longitude: -92.247081



Analysis Time Period



Start	End
12/13/2021	12/20/2021
9:55 AM	9:55 AM

Vehicles Analyzed



554

Speed Limit



35

Total Enforceable Violations



40

Average Speed



31

% Enforceable Violations



7%

Fastest Speed



56

Enforcement Rating

LOW

Slowest Speed



8