



**CITY OF ASHLAND  
815 EAST BROADWAY  
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, FEBRUARY 06, 2018  
7:00 P.M.  
**AMENDED****

**THERE WILL BE BUDGET WORK SESSION AT 6:00 P.M. TO DISCUSS THE PROPOSED 2018-2019 FISCAL YEAR BUDGET**

Call meeting to order

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 2-06-2018 agenda: **Action:** \_\_\_\_\_
2. Consideration of the 1-16-2018 minutes: **Action:** \_\_\_\_\_

**PUBLIC COMMENTS**

3. Darren Poaute-address the Board reference the recycling
4. Anyone wishing to appear before the Board

**APPOINTMENTS**

5. None

**COUNCIL BILLS**

6. Council Bill No. 2018-004, An ordinance approving the preliminary plat for Liberty Landing 5, 6 and 7 for Martin Builder's, Inc. First Reading by title only. **Action:** \_\_\_\_\_
7. Council Bill No. 2018-005, An ordinance authorizing the Mayor to enter into a professional operating services and management agreement with Alliance Water Resources, LLC. First Reading by title only. **Action:** \_\_\_\_\_
8. Council Bill No. 2018-006, An ordinance to amend Chapter 10 of the Code of the City of Ashland relating to building codes. First Reading by title only. **Action:** \_\_\_\_\_

9. Council Bill No. 2018-007, An ordinance to accept the low bid from McClanahan Construction Co., Inc. for the wastewater treatment facility. First Reading by title only.  
**Action:** \_\_\_\_\_

ORDINANCES

10. None

RESOLUTIONS

11. None

DISCUSSION

12. Michael Poole-Tower Point Capital-discussion of income split for proposed tower lease agreement

OTHER

13. Resignation from James Branson from the Planning and Zoning Commission  
14. Utility bill adjustment request in excess of \$800.00 from Golden Windmill Trailer Court

REPORTS

15. Mayor's Report  
16. City Administrator's Report/Police Chief  
17. City Attorney's Report  
18. Board of Aldermen's Report  
19. Vote to adjourn the meeting

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

Posted: 2-02-2018@ posted:

4:10 PM  
Gwendolyn

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

TUESDAY, JANUARY 16, 2018  
BOARD OF ALDERMEN MINUTES  
7:00 P.M.  
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on January 16, 2018 at 815 East Broadway, Ashland, Missouri.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll:

Ward One: Leslie Martin-here, Danny Clay-here  
Ward Two: Jesse Bronson-here, James Fasciotti-absent  
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Fred Boeckmann, City Attorney, Darla Sapp, City Clerk, Shelley Martin, Treasurer/Deputy City Clerk, and Lyn Woolford, Police Chief/City Administrator.

Mayor Rhorer presented the agenda of January 16, 2018 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of January 2, 2018 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the Board to come to the podium and state their name and address. No one came forward.

Mayor Rhorer presented an appointment of Cecil Payne to the Planning and Zoning Commission. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented Council Bill No. 2018-003 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2018-003, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2018 Budget. First reading by title only. Mayor Rhorer called for questions or comments. Shelley Martin, Treasurer reported this is a mid-year amendment and there would be another amendment prior to the fiscal year end. She said there was some deficit spending but overall there was nothing drastic. Shelley Martin stated she is tight with the purse strings. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1160 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1160, an ordinance calling the question whether to impose a sales tax of one-half of one percent to fund storm water control and local parks. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1161 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1161, an ordinance approving an addendum to the



solid waste management contract with Allied Waste services, LLC. Mayor Rhorer called for questions or comments. Lyn Woolford reported this is an amendment on the roll off containers. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented Ordinance No. 1162 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1162, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2018 Budget. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented a resolution to enter into an agreement with Bartlett & West for the TEAP grant study on Broadway and Henry Clay Blvd. Alderman Bronson made motion and seconded by Alderman Clay to take up a resolution to enter into an agreement with Bartlett & West for the TEAP grant study on Broadway and Henry Clay Blvd. Mayor Rhorer called for questions or comments. Alderman Clay questioned the selection of Bartlett and West for this project. Lyn Woolford, City Administrator, reported they are on the list as an approved provider and we have an existing contract for general services with them. Mayor Rhorer called for the vote. Alderman Bronson-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer reported we need to schedule budget work sessions beginning at 6:00 p.m. on February 6 and February 20, 2018. The Board of Aldermen was in agreement with these work session date and times.

Mayor Rhorer presented the question of rather to change or cancel the July 3, 2018 meeting date due to the Fourth of July. Alderman Bronson made motion and seconded by Alderman Clay to cancel the July 3, 2018 meeting date. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented the question of rather to change or cancel the January 1, 2019 Board meeting. Alderman Bronson made motion and seconded by Alderman Sapp to cancel the January 1, 2019 Board meeting. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Fasciotti-absent. Motion carried.

Mayor Rhorer presented for approval to allow the Garden Club to place and maintain a "Gold Star" Memorial in the main city park. Alderman Bronson made motion and seconded by Alderman Clay to approve the Garden Club installing and maintaining the "Gold Star" Memorial for the park. Lyn Woolford, City Administrator, reported the information is in the packet under "other". Lyn Woolford, reported it is in writing the Garden Club will upkeep this project once built. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Fasciotti-absent. Motion carried.

Mayors Report:  
Mayor Rhorer had no report.

City Administrator/Police Chiefs Report:  
Lyn Woolford, City Administrator, gave an overview of the sales tax report and is hopeful that it might exceed the predictions. He stated that we did budget lower amounts because we wanted to minimize our deficit spending.



He reported we have received \$90,900.00 of the predicted \$155,000.00 of property taxes for the fiscal year.

Lyn Woolford, reported on pending sales tax litigation and possible action on the Federal level. He stated the information is in the packet.

He presented a construction activity report provided by Boone County Resource Management for the board to review for 2017 building permits.

Lyn Woolford gave a report on the police calls, total incident reports, motor vehicle crashes and tickets written by the Police Department. He also reported on an incident where a child fell through the ice at the main City Park pond and another incident this past weekend at Lakeview Estates. The Board discussed liability issues, more posting of signs and possibly placing a construction type fence around the pond during winter months.

Lyn Woolford reported he met with Caleb Rowden, representative from the Baptist Home, MoDot, Coby Morris and Sarah Walsh to discuss the possibility of a deceleration and acceleration lanes on Hwy 63 for the new "The Baptist Home" development. Lyn Woolford reported that MoDot says the responsibility of any improvements should be from the developer. He stated The Baptist Home feels they are not the only one that would be using this and felt there should be some kind of cost share on these improvements. Lyn Woolford reported these are not city streets and will not be connected to any city streets. He stated a lot of people use this access because of the congestion on Broadway. He stated they would be having future meetings.

**City Attorney's Report:**

Fred Boeckmann had no report.

**Board of Aldermen's Report:**

Alderman Sapp stated he was questioned by a resident on the lack of clean up on the demolition of the blue house on Main Street. Lyn Woolford reported he is been in contact with Brian Brookshire, the owner, and he is going to get this cleaned up.

Alderman Sapp reported that Roy Williams' lot where they demolished the house looks wonderful.

Alderman Bronson reported they had a Park Board meeting and the Park Board has a new chair and she is doing an awesome job. He informed the Board they purchased an artificial Christmas Tree for next year. He stated their plans are to place the tree in the park and hold the tree lighting event in the park for safety reasons. He stated they are working on the upcoming Easter Egg Hunt, which will be the last Saturday of March. He stated the Christmas Tree was purchased from proceeds from the solar glasses.

Alderman Bronson made motion and seconded by Alderman Sapp to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderwoman Martin-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Fasciotti-absent. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

## MEMORANDUM

DATE: January 23, 2018

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of the Preliminary Plat of Liberty Landing 5-6-7, for Martin Builders, Inc. Parcel IDs # 24-502-00-00-017.00 01, to the City of Ashland Board of Aldermen.

Megan Young  
Administrative Assistant

COUNCIL BILL NO. 2018-004

ORDINANCE NO.

AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR LIBERTY LANDING  
PLAT 5, 6 AND 7

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WHEREAS, a preliminary plat for development of a subdivision for Liberty Landing Plat 5, 6 and 7 was submitted to the City of Ashland; and

WHEREAS, the staff has reviewed the Preliminary Plat and recommends its approval; and

WHEREAS, The Planning and Zoning Commission has reviewed the preliminary plat for Liberty Landing Plat 5, 6 and 7 and recommended the approval of the preliminary plat for Liberty Landing Plat 5, 6 and 7 at their meeting on January 23, 2018;

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

Section 1. The Board of Aldermen has reviewed the preliminary plat and has determined that it conforms to the long term land use strategy adopted by the City as part of its comprehensive plan.

Section 2. The Board of Aldermen approves the preliminary plat for Liberty Landing Plat 5, 6 and 7.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Attest:

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

Certified as to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney



COUNCIL BILL NO. 2018-005

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL  
OPERATING SERVICES AND MANAGEMENT AGREEMENT WITH ALLIANCE WATER  
RESOURCES, LLC.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an agreement with Alliance Water Resources, LLC. The form and content of the agreement shall be substantially as set forth in Exhibit "A" which is attached to and made a part of this ordinance.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Attest:

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

Certified as to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

COUNCIL BILL NO. 2018-006

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 10 OF THE CODE OF THE CITY OF ASHLAND  
RELATING TO BUILDING CODES

BE IT ORDAINED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Chapter 10 of the Ashland City Code is hereby amended to add the following Sections:

**10.200. Building official designated**

The City Administrator is the building official authorized to enforce the provisions of the codes adopted by the City.

**10.205. Building permit denial**

In addition to the grounds set forth in codes adopted by the City, the City Administrator may deny a building permit if the contractor listed on the application for building permit has failed, in a previous project, to comply with code requirements.

**10.210. Appeals to the Board of Adjustment**

The Board of Adjustment shall hear and decide appeals of orders, decisions or determinations made by the City Administrator relative to any code adopted by the City. The provisions of this chapter shall apply to such appeals. Authority given to any other board by a code adopted by the City is revoked and given to the Board of Adjustment.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

Attest:

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

Certified as to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

**PROFESSIONAL OPERATING SERVICES  
AND MANAGEMENT AGREEMENT**

THIS AGREEMENT made and entered into as of this 20th day of February 2018 by and between City of Ashland, Missouri (hereinafter referred to as "Utility") and ALLIANCE WATER RESOURCES, INC., a Missouri corporation (hereinafter referred to as "Alliance").

WITNESSETH:

WHEREAS, Alliance is engaged in the business of providing management, operation and maintenance services for public water supply, treatment plant and distribution systems and wastewater collection and treatment systems; and

WHEREAS, Utility owns a public utility system and is engaged in providing sewer service in certain areas in Boone County, Missouri; and

WHEREAS, Utility is desirous of retaining Alliance to perform management, operation and maintenance services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which hereby is acknowledged, Utility and Alliance hereby agree as follows:

1. INTRODUCTION

- 1.1 The foregoing recitals are adopted as part of this Agreement.
- 1.2 This Agreement shall supersede and nullify, as of the effective date hereof, any and all prior agreements, amendments to agreements offers, service fees, quotations, and estimates between the parties with respect to the management, operation and maintenance of Utility's System (as that term is defined herein).
- 1.3 This Agreement, including any and all Appendices, Addenda, and Amendments hereto, constitute the entire Agreement between Utility and Alliance with respect to the management, operation and maintenance of Utility's System.



## 2. DEFINITIONS

- 2.1 "Benefit Plans" shall mean employee benefit programs such as health insurance, group life insurance, and paid vacation periods normally included as part of Alliance's employees' overall compensation package.
- 2.2 "Duly Authorized Representative" shall mean such person, designated by either party by written notice to the other, as specific representative of the designating party in connection with performance of this Agreement.
- 2.3 "Certified Operators" shall mean wastewater systems operation personnel who have met the applicable licensing requirements of the State of Missouri.
- 2.4 "Capital Expenditures" shall mean any expenditure for equipment items, the installation of which materially extends service life, or for replacements, or which are considered capital expenditures in accordance with generally accepted accounting principles, or which are non-routine types of expenditures on an annual basis, or expenditures which the Utility has planned or budgeted as capital expenditures.
- 2.5 "Operating Expenditures" shall mean costs of every kind and nature that Alliance shall determine necessary to pay or to become obligated to pay because of, or in connection with, the management, operation and maintenance of the Utility System.
- 2.6 "Maintenance Expenditures" shall mean those Operating Expenditures incurred by Alliance to perform routine or repetitive activities recommended by the equipment or plant item manufacturer, or Alliance, to maximize the service life of the equipment or plant item.
- 2.7 "Equipment, Vehicle or Facility Repair Expenditures" shall mean those Operating Expenditures for labor, materials and subcontractors incurred by Alliance to perform those non-routine or non-repetitive activities required for operational continuity, safety and performance and which generally arise upon failure of equipment, a vehicle, or the facility, or some component thereof.

- 2.8 "Base Fee" shall mean direct cost plus administrative overhead expense plus management fee. Direct cost shall include labor, materials, supplies, equipment, subcontractor expense or operating expense of any kind necessary to operate and maintain the Utility System in accordance with the Scope of Services as defined in this Agreement.
- 2.9 "Repair Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve-month period relating to Maintenance Expenditures and Equipment, Vehicle or Facility Repair Expenditures. Utility is responsible for all such expenditures that exceed the Repair Limit. If repair costs are less than the annual Repair Limit, Alliance will refund to the Utility the difference.
- 2.10 "Chemical Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve-month period relating to Chemical Expenditures. Utility is responsible for all such expenditures that exceed the Chemical Limit. If chemical costs are less than the annual Chemical Limit, Alliance will refund to the Utility the difference.
- 2.11 "Utility System" shall mean the wastewater collection and treatment facilities owned by Utility including additions, replacements and improvements to such systems as described in Section 3 Utility System of this Agreement.
- 2.12 "Customer" is defined as any person, persons, firm, corporation or partnership using or allowing the use of sewer service(s) provided by Utility.
- 2.13 "Utility Services" means the provision by Utility of sewer services to its customers.

### 3. UTILITY SYSTEM

- 3.1 The Utility System to be managed, operated and maintained by Alliance shall consist of the wastewater treatment, and sewer collection facilities owned by the Utility including, wastewater

treatment plant, collection system and lift stations. It shall include additions, replacements and improvements to such systems.

3.2 Utility System shall include all physical property, whether real, personal or mixed, comprising such systems, the land thereunder owned or leased by Utility or other city or municipal owned water or wastewater system contracting with Utility for services and easements and rights of way.

4. OWNERSHIP

4.1 Utility System shall remain the property of Utility.

4.2 All additions, replacements and improvements to Utility System, and extensions thereof, shall be and remain the property of Utility as installed.

5. SCOPE OF SERVICES

5.1 Subject to the terms and conditions of this Agreement, Alliance shall provide all management, operation and maintenance services and shall bear the cost of such operating services as necessary to enable Utility to provide adequate Utility Services to its customers.

5.2 Within the design capacity and capability of the Utility System, Alliance shall operate and maintain the Utility System to meet the requirements of the Missouri Department of Natural Resources, and any other governmental entity or agency having regulatory control over the Utility System.

5.3 All services hereunder shall be in accordance with sound management, accounting and engineering principles and the law.

5.4 Alliance shall not be responsible for payment of extraordinary utility system and equipment maintenance, repair or replacement expenses.

Extraordinary expenses shall be defined as costs in excess of the maximum annual Repair Limit as specified herein. In addition, any



individual project repair costs in excess of \$1,000.00 shall be considered extraordinary.

In the event that any extraordinary expenses should occur, Utility shall be promptly notified and shall be provided with an accounting of such expenses. Any extraordinary expenses must be approved by Utility in advance and payment thereof shall be the responsibility of Utility.

- 5.5 Alliance shall maintain documentation of routine maintenance and how such maintenance was performed. A duly authorized representative of Utility shall have the right to inspect these records at a location in Boone County during regular business hours. Maintenance shall not include repair resulting from flood, fire or other extraordinary occurrences customarily not encountered in the operation and maintenance of the Utility System.
- 5.6 Except as stated in Section 5.7, Capital Expenditures are not included in the scope of Alliance's services under this Agreement. All capital expenditures shall be the responsibility of Utility, and if to be performed by Alliance, shall be the subject of a separate agreement and paid for by Utility.
- 5.7 Notwithstanding Section 5.6, Alliance shall make emergency Capital Expenditures if such expenditures are necessary to continue operation of the Utility System so as to provide adequate service, and prior approval of Utility reasonably cannot be obtained. Utility shall reimburse Alliance for such emergency Capital Expenditures in accordance with Section 7.
- 5.8 Alliance shall not be responsible for payment of any Utility staff's or officials' compensation.
- 5.9 The following expenditures are specifically excluded from Alliance's scope of work and payment obligations:
  - a. Capital Expenditures, except those described in Section 5.7

- b. Changes in scope of work which would have the effect of increasing Alliance's payment obligations, except as otherwise mutually agreed upon by Alliance and Utility.
- c. Flood and fire damages.
- d. Property damage, liability and Utility officials' liability insurance.
- e. Utility expenses including electric, gas, telephone, water and sewer, SCADA, circuit communications and alarm expenses. (Cell phone and internet expenses excluding those related to SCADA are included in Alliance's Base Fee.)
- f. Excavations and repairs made by contractors for extraordinary or routine maintenance of mains and appurtenances.
- g. Professional services including but not limited to legal, accounting and design engineering services.
- h. Maintenance and repair services necessary to restore newly acquired facilities to reasonable operating condition.
- i. Personal property or other taxes.
- j. Extraordinary maintenance repair or equipment replacement expense as specified in Section 5.4 or as otherwise provided for in the annual utility budget.
- k. Wholesale wastewater treatment charges or water purchase expenses.
- l. Cost of any chemicals including costs for treatment of biosolids for land application requirements, or chemicals for treatment of septic conditions in collection system.
- m. Costs associated with hauling and/or land applying biosolids.
- n. All office and field services building expense including but not limited to rent, utilities and maintenance expense.

- 5.10 Alliance will staff Utility System with sufficient numbers of State wastewater Certified Operators experienced in Utility System operation and maintenance to meet regulatory requirements, and to respond to call out situations outside of normal business hours within three (3) hours of being notified.
- 5.11 Alliance has the right to use subcontractors and consultants to satisfy its obligations under this Agreement.
- 5.12 Utility at any time may request Alliance to perform additional services which are outside the Scope of Services under this Agreement. Alliance shall invoice such services to Utility at actual cost plus 10%. Utility shall pay such invoices in accordance with Section 7.
- 5.13 Alliance shall prepare and provide a monthly operations report and meet and discuss reports with the Utility or duly authorized representative as requested.
- 5.14 At the Utility's request, Alliance shall direct the work of any of the Utility's real estate and easement acquisition agents, work cooperatively with the Utility's engineers and Legal Counsel for the purposes of obtaining sewer easements, property acquisitions and other real estate needs as determined necessary by Utility.
- 5.15 Alliance shall develop and prepare annual budgetary proposals and recommendations for Utility's consideration.
- 5.16 Alliance shall prepare or assist in the preparation of governmental, official and customer correspondence including monthly, quarterly or annual reports, develop and prepare press releases, provide other information and educational materials as deemed necessary or appropriate to help perform Utility's public purpose.

## 6. COMPENSATION

- 6.1 Utility shall pay Alliance a Base Fee of \$238,872.00 (\$ 19,906.00 per month) for services rendered as described in the Agreement for the first year of service.



This monthly Base Fee is a fixed monthly Base Fee for the first year of service and includes a \$10,000.00 annual Repair Limit, and \$30,000.00 annual Chemical Limit as described in this agreement.

- 6.2 The Base Fee, Repair Limit and Chemical Limit shall be subject to renegotiation at the end of the first year of service and annually thereafter and thus may be revised with the written consent of both parties. In the event that the parties fail to agree, the Base Fee, Repair Limit, and Chemical Limit shall be adjusted in proportion to the change in the Consumer Price Index for all urban consumers (U.S. City Average) in the most recent twelve (12) month period prior to the time of renegotiation as published by the U.S. Department of Labor. Such increase shall not be less than 3% and not more than 8% unless otherwise agreed upon. For the second year of service, (May 2019-April 2020) shall not be greater than 1.5%
- 6.3 The Base Fee, Repair Limit, and Chemical Limit shall be subject to renegotiation due to any substantial change in the costs of Utility System operation and maintenance, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.
- 6.4 In the event that a change in the Scope of Service provided by Alliance occurs, and is mutually agreed upon with Utility, Alliance and Utility will negotiate a commensurate adjustment in compensation. All compensation adjustments resulting from changes in the Scope of Services provided by Alliance shall be retroactive to the date the new or increased level of service is first provided.

## 7. PAYMENT OF COMPENSATION

- 7.1 The compensation described in Section 6 shall be payable monthly and shall be due and payable on the first of the month for which services will be rendered.
- 7.2 All other compensation due Alliance from Utility shall be due upon receipt of Alliance's invoice and payable within thirty (30) days.
- 7.3 Utility shall pay interest at the rate of nine percent (9%) per annum on compensation not paid when due, or payments of invoices not

paid within thirty (30) calendar days. Interest shall commence on the due date.

8. INDEMNITY, LIABILITY AND INSURANCE

8.1 Alliance shall indemnify, save harmless and defend Utility from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which Utility may incur, pay in settlement, or become responsible for as result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Alliance's material breach of any term of this Agreement, or any negligent or willful act or omission of Alliance, its employees, or subcontractors in the performance of this Agreement.

To the extent allowed by law, Utility shall indemnify, save harmless and defend Alliance from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Alliance may incur, pay in settlement , or becoming responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Utility's material breach of any term of this Agreement, or any negligent or willful act or omission of Utility, its employees, or subcontractors in the performance of this Agreement.

Utility and Alliance shall each provide the other with prompt and timely written notice of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity which exists to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

8.2 Alliance shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the Utility's NPDES permits or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Alliance negligence or willful conduct. Alliance shall be given full authority to

contest such violations and Utility shall assist Alliance in such proceedings. Except to the extent caused by Alliance's negligence, willful conduct, or breach of its obligations under this Agreement, Alliance shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters, influent contains biologically toxic substances, source water contains non-treatable substances or the Facility is inoperable due to circumstances beyond Alliance's control (See Exhibit B).

8.3 Alliance's liability under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility. Alliance shall not be responsible for damages caused by any defects or flaws inherent in the Utility System as it exists prior to Alliance beginning operations. Additionally, Alliance shall not be responsible for such damages in the event that Alliance has notified Utility of any defects and Utility fails to authorize appropriate corrective action. Alliance and the Utility agree that throughout the life of this Agreement any and all damage claims related to the Utility System shall continue to be processed and resolved in accord with current Utility practice.

8.4 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facility and shall provide the other party with satisfactory proof of insurance upon written request.

9. TERM AND TERMINATION

9.1 This Agreement shall become effective on the first day of May 2018 and shall remain in effect through the thirtieth (30) day of April, 2023, subject to annual appropriation of funds by Utility. If Utility appropriates funds for operation and/or maintenance of the Utility System this Agreement shall remain in force and effect.

9.2 This Agreement shall be automatically renewed for a term of five (5) year unless notice of cancellation is given by either party no less than ninety (90) days prior to date of expiration.

9.3 This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in



addition to any other claims or remedies either party may have against the other at law or in equity.

9.4 Such termination shall be effected as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.

9.4 If a breach is claimed by Alliance over a disputed invoice or payment, Alliance will, at Utility's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period.

## 10. LABOR

10.1 In the event labor stoppages by employee groups or unions (i.e., picketing) cause a disruption in Alliance's employees entering and working on the Utility System, Alliance, at its own option, may seek appropriate injunctive court orders or temporary, additional, qualified personnel. During the labor dispute, Alliance shall operate the Utility System on a best efforts basis until labor relations are normalized.

10.2 The parties recognize that the State of Missouri has a prevailing wage law. The Utility is responsible for following such law. If Utility determines that any work to be performed by Alliance is subject to the prevailing wage law, Utility shall provide Alliance with the applicable wage order. Alliance shall comply with the prevailing wage law, and any cost related to prevailing wage shall be subject to section 5.2. If the Utility fails to provide a wage order, or otherwise fails to require that a project be performed under prevailing wage laws for the State of Missouri, and there is a subsequent finding by the Missouri Department of Labor that the project, in whole or in part, should have been performed under the prevailing wage laws of the State of Missouri, the Utility will indemnify and hold harmless Alliance for all damages assessed against Alliance for the alleged failure to follow such prevailing wage provisions.



11. EXTRAORDINARY CIRCUMSTANCES

- 11.1 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made extraordinarily difficult, or costly, due to any unforeseeable occurrences beyond its reasonable control, including, but not limited to, fire, abnormal flooding, riot, war, sabotage, governmental laws, ordinances, rules or regulations, except that Alliance will be responsible for failure to perform as a result of governmental action based on Alliance's failure to comply with rules, regulations and laws pertaining to the Utility System; inability to obtain electricity or other type of power, cessation of transportation, and other similar contingencies.
- 11.2 The party claiming inability to perform hereunder shall notify the other party immediately by verbal communication and in writing by certified mail, return receipt requested, of the nature and extent of the contingency within fourteen (14) days after its occurrence.
- 11.3 A declaration of inability to perform under this contract by either party does not relieve the parties from obligations not affected by the conditions claiming inability under this provision of the Agreement.

12. FUTURE CONSTRUCTION

- 12.1 Alliance, along with Utility and Utility's designated Consulting Engineering firm, will work together to maintain accessibility and minimize disruption and outages to the existing Utility System when future improvements are under construction.
- 12.2 Alliance will work with Utility and Utility's consulting engineer(s) and contractor(s) to coordinate activities. In the event a critical piece of equipment or plant must be taken out of service, a plan shall be developed and approved by all parties ten (10) working days prior to the scheduled outage, and addressing the impact on plant operations, length of outage, and methods of removing and reactivating the equipment to full service. Utility shall pay all extra costs associated with said equipment outage. Alliance shall not be responsible for regulatory violations due to such interruptions.

12.3 In the event Utility's contractor or subcontractor causes damage to the Utility System, Alliance shall immediately notify Utility's duly authorized representative and shall take all actions necessary to minimize further damage.

12.4 Utility, or Alliance on behalf of Utility, shall direct the contractor to complete all repairs within a reasonable time. In the event that contractor does not make the repairs in a timely and reasonable manner, Alliance shall notify contractor and Utility of such failure to repair, and if work is not initiated immediately to effectuate such repair, within forty-eight (48) hours of such notice, Alliance shall, with Utility's consent, make said repairs, and recover costs of the repairs from Utility.

13. AMENDMENTS

13.1 This Agreement may be modified only by written amendment signed by both parties.

14. WAIVER

14.1 A waiver on the part of either party of any term, provision, or condition of this Agreement shall not constitute precedent, nor bind either party to a waiver of any succeeding breach of the same or any other term, provision, or condition of this Agreement.

15. APPLICABLE LAW

15.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

16. ASSIGNMENT

16.1 This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns.

17. HEADINGS

17.1 Section headings used in this Agreement are inserted for convenience of reference only and shall not affect the content of its various provisions.

18. NOTICE

18.1 All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, as follows:

On Utility                      City of Ashland  
   109 E. Broadway  
   Ashland, MO 65010

On Alliance:                      Alliance Water Resources, Inc.  
   206 South Keene Street  
   Columbia, MO 65201

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the day and year first above written.

UTILITY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk

ALLIANCE WATER RESOURCES, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary



EXHIBIT A

Alliance shall maintain:

1. Statutory Worker's Compensation Insurance for all Alliance employees at the Utility as required by law.
2. Comprehensive or commercial general liability insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$1,000,000 per occurrence.

Utility agrees:

1. to file sewer backup claims with its insurance carrier.

Alliance will:

1. assist the Utility to provide information and documentation to support or deny the settlement of claims by the Utility's insurance carrier.

## EXHIBIT B

### FACILITY CHARACTERISTICS

#### WASTEWATER TREATMENT FACILITY

- A.1 Alliance shall not be responsible for fines or penalties or any other liability if there are limitations in the collection system design or plant design which limit adequate collection or treatment, or if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facility is inoperable due to circumstances beyond Alliance's control.
- A.2 Alliance liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing **NPDES Permit No MO-0106844** dated **February 1, 2014**. In the event that effluent limitations are revised in subsequent NPDES permits, Alliance shall have the right to renegotiate the terms of Sections 6 and 7 in the Agreement by giving notice to the Utility within forty-five (45) days after the effective date of the revised permit.

**BID TABULATION**

ITEM	DESCRIPTION	QUANTITY	UNITS	Lehman Construction Company California, MO		CSE Enterprises, LLC Rolla, MO		Curtiss Manes Schulte Inc. Eidon, MO		Irvinebilt Constructors, Inc. Chillicothe, MO		
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
<b>BASE BID</b>												
I.	Base Bid: Wastewater Treatment Facility											
1.00	Mobilization, Bonding, Insurance, Demobilization, Overhead, Profit, Project Closeout, Temporary Facilities, Safety, and Other Necessary Appurtenances.	1	L.S.	\$634,017.00	\$634,017.00	\$120,000.00	\$120,000.00	\$926,869.00	\$926,869.00	\$170,000.00	\$170,000.00	
2.00	Wastewater Treatment Facility including all Labor, Excavation, Backfill, Aggregate Subgrade Preparation, Reinforcing Steel, Concrete, Electric, Fixtures Equipment, Controls, Piping, Valving, and Necessary Appurtenances for a Complete and Operable System	1	L.S.	\$6,825,008.00	\$6,825,008.00	\$7,425,000.00	\$7,425,000.00	\$6,819,673.00	\$6,819,673.00	\$7,959,700.00	\$7,959,700.00	
	<b>TOTAL BASE BID</b>			\$7,459,025.00	\$7,459,025.00	\$7,545,000.00	\$7,545,000.00	\$7,746,542.00	\$7,746,542.00	\$8,129,700.00	\$8,129,700.00	
<b>ALTERNATE BID ITEM</b>												
II.	Alternate Bid Items - Add											
1.00	Storage Building including Labor, Subgrade, Aggregate, Reinforcing Steel, Concrete, Metal, Electric, Fixtures, and Necessary Appurtenances.	1	L.S.	\$489,208.50	\$489,208.50	\$262,000.00	\$262,000.00	\$212,346.00	\$212,346.00	\$225,000.00	\$225,000.00	
	<b>TOTAL ALTERNATE BID</b>			\$489,208.50	\$489,208.50	\$262,000.00	\$262,000.00	\$212,346.00	\$212,346.00	\$225,000.00	\$225,000.00	

Award will be determined upon the Base Bid Price. Alternates, if shown, will be used depending upon funds available.

\* Unit Cost Not Provided On Bid Form

**BID TABULATION**

ITEM	DESCRIPTION BASE BID	QUANTITY	UNITS	McClanahan Construction Co. Inc. Rogersville, MO		River City Construction, LLC East Peoria, IL / Ashland, MO		.KCI Construction Co., Inc. Camdenon, MO		Martin General Contractors LLC Eolia, MO		SIRCAL Contracting, Inc. Jefferson City, MO	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<b>I. Base Bid: Wastewater Treatment Facility</b>													
1.00	Mobilization, Bonding, Insurance, Demobilization, Overhead, Profit, Project Closeout, Temporary Facilities, Safety, and Other Necessary Appurtenances.	1	L.S.	\$1,000,000.00	\$1,000,000.00	\$450,000.00	\$450,000.00	\$900,000.00	\$900,000.00	\$1,000,000.00	\$1,000,000.00	\$930,000.00	\$930,000.00
2.00	Wastewater Treatment Facility including all Labor, Excavation, Backfill, Aggregate Subgrade Preparation, Reinforcing Steel, Concrete, Electric, Fixtures Equipment, Controls, Piping, Valving, and Necessary Appurtenances for a Complete and Operable System	1	L.S.	\$5,500,000.00	\$5,500,000.00	\$6,425,000.00	\$6,425,000.00	\$6,165,000.00	\$6,165,000.00	\$6,100,000.00	\$6,100,000.00	\$6,290,000.00	\$6,290,000.00
<b>TOTAL BASE BID</b>				\$6,500,000.00	\$6,500,000.00	\$6,875,000.00	\$6,875,000.00	\$7,065,000.00	\$7,065,000.00	\$7,100,000.00	\$7,100,000.00	\$7,220,000.00	\$7,220,000.00
<b>ALTERNATE BID ITEM</b>													
<b>II. Alternate Bid Items - Add</b>													
1.00	Storage Building including Labor, Subgrade, Aggregate, Reinforcing Steel, Concrete, Metal, Electric, Fixtures, and Necessary Appurtenances.	1	L.S.	\$210,000.00	\$210,000.00	\$233,000.00	\$233,000.00	\$212,000.00	\$212,000.00	\$200,000.00	\$200,000.00	\$179,000.00	\$179,000.00
<b>TOTAL ALTERNATE BID</b>				\$210,000.00	\$210,000.00	\$233,000.00	\$233,000.00	\$212,000.00	\$212,000.00	\$200,000.00	\$200,000.00	\$179,000.00	\$179,000.00

Award will be determined upon the Base Bid Price. Alternates, if shown, will be used depending upon funds available.

\* Unit Cost Not Provided On Bid Form



To MEGAN,

After thinking long and hard I am going to go ahead and resign from P&Z, As looking ahead I don't see much time to dedicate to P&Z. Maybe in the future when things get back to normal I can come back, but I feel its unfair to everyone else keeping them on hold.

Thank you; hope to see everyone at a later date,

James Branson

# Fax

From the desk of: SHERRY PATRICK  
Phone: 573-303-5525  
Fax 573-657-1972  
slpatrick@centurytel.net

DATE 1/26/18 FAX 573-657-7018  
TO: City of Ashland  
ATTN: \_\_\_\_\_ Account # 20127001  
RE: Golden Windmill Village (water Bill)  
Sent 4 number of pages including this cover page.

**MEMO:**

TO Whom it may Concern:  
Golden Windmill had a major water leak between 12/14/17 TO 1/16/18. I have attached our current water Bill Stmt Due By 2/15/18. Also, I have attached a couple of service bills to repair the water leak. Can you please put in for review so that we can receive a credit on this bill before Due Date?. Thank you  
*[Signature]*



City of Ashland  
P.O. Box 135  
Ashland, MO 65010  
(573) 657-2091

ACCOUNT NUMBER  
20127001

PLEASE PAY	ON OR BEFORE	2/15/18	7016.99
	AFTER THE 15TH		7718.68

GOLDEN WINDMILL VILLAGE  
PO BOX 229  
ASHLAND MO 65010-0229

PLEASE RETURN THIS PORTION WITH PAYMENT



City of Ashland  
P.O. Box 135  
Ashland, MO 65010  
(573) 657-2091

SERVICE FROM 12/14/17 TO 1/16/18

SERVICE CODE	PRESENT READING	PREVIOUS READING	MULT.	USAGE	AMOUNT
DELINQUENT AMOUNT					.00
COLLECTION FEE					132.00
RIMACY FEE					.62
SEWER CONNECT					11.00
SEWER	1755589	1131802	0.00	623787	3136.94
TRASH					710.82
WATER	1755589	1131802	0.00	623787	2946.94
2014 WW BOND TAX					5.00
					73.67

avg bill  
5049.06  
100588.48  
Golden Windmill

ACCOUNT #: 20127001

SERVICE ADDRESS: 111 EASTSIDE DRIVE

DUE DATE	PAY THIS AMOUNT BY DUE DATE	PAY THIS AMOUNT AFTER DUE DATE
2/15/18	7016.99	7718.68

C.L. Richardson Construction Company

# Invoice

573-657-9557 (Office)  
 15475 Hwy. 63 South  
 Ashland, MO 65010

Date	Invoice #
1/5/2018	6073

Bill To
Amega Sales, Inc. 111 Eastside Dr. Ashland, MO 65010

Service Period	Terms
	Net 30

P.O. No.	Project
	1417 WATERLINE REPAIR

Description	Quantity	Rate	Amount
304CR Trackhoe/Mini Excav.	4	85.00	340.00
Laborer	9	40.00	360.00
2-4" slip joints-\$35/each, and 1 stick pipe-\$30/stick	1	105.00	105.00
<i>Toss 3" main Golden Windmill</i>			
Thank you for your business.			
<b>NOTICE TO OWNER</b>			
<p>FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.</p>			
<b>Total</b>			<b>\$805.00</b>





# SERVICE PRO

111 EASTSIDE DR., ASHLAND, MO 65010.

## INVOICE

**JANUARY 8, 2018**

**GOLDEN WINDMILL VILLAGE  
PO BOX 229  
ASHLAND, MO 65010**

**RE: REPAIR WATER LEAK  
ON THIRD STREET**

<b>(5) MAN HOURS @\$50.00hr</b>	<b>\$250.00</b>
<b>TOTAL DUE SERVICE PRO</b>	<b><u>\$250.00</u></b>