

COUNCIL BILL NO. 2019-013

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH THE MISSOURI TRANSPORTATION FINANCE CORPORATION FOR THE ROUNDABOUT AT ROUTE M AND HENRY CLAY BOULEVARD

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 amended agreement with Missouri Transportation Finance Corporation for the direct loan agreement and promissory note for the roundabout at Route M and Henry Clay Blvd. 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 _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

CCO Form: FS03
Approved: 06/10 (AR)
Revised: 03/17 (MWH)
Modified:

Job Number J5S3378

**MISSOURI TRANSPORTATION FINANCE CORPORATION
DIRECT LOAN AGREEMENT AND PROMISSORY NOTE**

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THIS DIRECT LOAN AGREEMENT AND PROMISSORY NOTE is entered into by the Missouri Transportation Finance Corporation (hereinafter, "MTFC"), the Missouri Highways and Transportation Commission (hereinafter, "the Commission"), and the City of Ashland (hereafter, "City").

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program* and the Cost Share Committee approval the City's application on September 26, 2018. Subsequently, the City and the Commission will enter into a Missouri Highways and Transportation Commission Cost Share Agreement ("Cost Share Agreement") to provide for the terms and conditions of the approval of the City's participation in the *Cost Share Program*, outlining the parties' respective obligations towards the Commission's Project Route M roundabout (hereinafter, referred to as "Project"); and

WHEREAS, the MTFC is willing to provide the City with the Direct Loan, which would be used by the City and the Commission for the purpose stated herein; and

WHEREAS, the City agrees to repay the MTFC the Direct Loan amount as set forth in this Direct Loan Agreement (hereinafter, "Agreement") and the City also agrees to provide security for the loan as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and conditions set forth and recited, the parties agree as follows:

(1) PURPOSE AND USE OF LOAN PROCEEDS: The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the City and for the City's repayment of the Direct Loan to the MTFC. The City's use of the Direct Loan shall be specifically for the Route M roundabout and no other purposes whatsoever. Prior to the MTFC disbursing any portion of the loan proceeds to the City and/or Commission, the City and/or Commission agrees to provide to the MTFC the schedule of Project construction progress, outlining all actions to be taken by the City and/or Commission towards the construction of the Project and timeframes corresponding to the completion of certain milestones in the Project construction progress.

(2) REPRESENTATIONS BY THE CITY: The City makes the following representations as the basis for the undertakings contained in this Agreement:

(A) City Structure: The City is a municipal corporation, political subdivision and body corporate, duly organized and existing under the laws of the state of Missouri.

(B) Authority Granted: The City has lawful power and authority to enter

into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(C) Approval Action Taken: The City has taken all necessary action to approve this Agreement. No further action or approvals by the City are necessary in connection with the construction or financing of the Project as defined in this Agreement, except with respect to the appropriation and budgeting of the City Payments on an annual basis as provided herein.

(D) Affirmation of No Breach of, Conflict with, or Default on Other Agreements: The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(E) Conflict of Interest Prohibited: No official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Agreement or in the transactions contemplated hereby.

(3) LOAN AMOUNT: The MTFC will provide the City/Commission with a Direct Loan in the amount of one million one hundred thousand dollars (\$1,100,000.00). The MTFC's Direct Loan will be provided to the City/Commission in the following manner: two disbursements to the Commission's Local fund on behalf of the City as authorized in this Agreement. The first disbursement of three hundred thousand dollars (\$300,000.00) will be provided to the City/Commission on or after August 1, 2019, (the "Closing Date"). The second disbursement of eight hundred thousand dollars (\$800,000.00) will be provided to the City/Commission on April 1, 2021.

(4) ACCOUNTING PRACTICES: Record Retention and Reporting: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, banking records, etc. These records must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(5) CITY PAYMENT OF THE LOAN:

(A) Promise To Pay: For value received, the City hereby promises to pay to the order of the MTFC the principal sum of one million one hundred thousand dollars (\$1,100,000.00), together with interest at the rate of 2.64% on the unpaid principal balance hereof, payable annually beginning on July 15, 2020 and ending on July 15, 2029. Interest shall be computed on the basis on actual days in a year. Annual payments shall be one hundred twenty two thousand five hundred fifty one dollars and fifty cents (\$122,551.50) with a final payment of one hundred twenty two thousand five hundred fifty one dollars and forty nine cents (\$122,551.49).

(B) Payment Schedule: The term "City Payments" shall refer to the payments to be made by the City to the MTFC. The City shall repay the Direct Loan to the MTFC on an annual basis beginning in July 2020. City Payments will be made no later than July 15 of each year, according to the payment schedule below.

Amortization Schedule of MTFC Loan for the City of Ashland

8/17/2018

Amount Borrowed: \$1,100,000.00

Interest Rate: 2.64%

Dates	Beginning Balance	Drawdown	Payment	Accrued Interest	Interest Payment	Principal Payment	Ending Balance
8/1/2019	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
7/15/2020	\$300,000.00		\$122,551.50	\$7,572.82	\$7,572.82	\$114,978.68	\$185,021.32
4/1/2021	\$185,021.32	\$800,000.00	\$0.00	\$3,479.41	\$0.00	\$0.00	\$985,021.32
7/15/2021	\$985,021.32		\$122,551.50	\$7,480.76	\$10,960.17	\$111,591.33	\$873,429.99
7/15/2022	\$873,429.99		\$122,551.50	\$23,058.55	\$23,058.55	\$99,492.95	\$773,937.04
7/15/2023	\$773,937.04		\$122,551.50	\$20,431.94	\$20,431.94	\$102,119.56	\$671,817.48
7/15/2024	\$671,817.48		\$122,551.50	\$17,784.57	\$17,784.57	\$104,766.93	\$567,050.55
7/15/2025	\$567,050.55		\$122,551.50	\$14,970.13	\$14,970.13	\$107,581.37	\$459,469.18
7/15/2026	\$459,469.18		\$122,551.50	\$12,129.99	\$12,129.99	\$110,421.51	\$349,047.67
7/15/2027	\$349,047.67		\$122,551.50	\$9,214.86	\$9,214.86	\$113,336.64	\$235,711.03
7/15/2028	\$235,711.03		\$122,551.50	\$6,239.82	\$6,239.82	\$116,311.68	\$119,399.35
7/15/2029	\$119,399.35		\$122,551.49	\$3,152.14	\$3,152.14	\$119,399.35	\$0.00
		\$1,100,000.00	\$1,225,514.99	\$125,514.99	\$125,514.99	\$1,100,000.00	

(C) Payment Method: All payments made hereunder shall be made in lawful currency of the United States of America by an automated clearinghouse transaction to be initiated by the City.

(D) Interest Computation: Interest will accrue beginning on the Closing Date of the Direct Loan. Interest on the outstanding loan balance shall be computed on the basis on actual days in a year. In the event that a scheduled disbursement is not made on the date specified in Paragraph (3) of this Agreement, or a City Payment is made on a different date than those due dates outlined in Paragraphs (5)(A) and (5)(B) Payment Schedule above, or in the event the City makes payments exceeding the annual payment of principal and interest, as provided for in Paragraph (5)(E) below, the

above payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances. The City shall, upon receipt, comply with the revised terms in the revised payment schedule.

(E) Absolute Obligations: The City's obligations under this Agreement to make City Payments on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the MTFC hereunder. The City waives the provisions of any statute or any other law now or hereunder in effect contrary to any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the City therefrom. The City, for itself and for any guarantors, sureties, endorsers and/or person or persons now or hereafter liable hereon, if any, hereby waives demand of payment, presentment for payment, protest, notice of nonpayment or dishonor and any and all other notices and demands whatsoever, and any and all delays or lack of diligence in the collection hereof, and expressly consents and agrees to any and all extensions or postponements of the time of payment hereof from time to time or after maturity and any other indulgence and waives all notice thereof. The delay or failure to exercise any right hereunder shall not waive such right.

(F) Payment In Excess of Amount Due: The City shall have the right to provide payments that exceed the required annual payment of principal and interest, which is due for a particular year. Additionally, the City shall have the right to prepay the entire loan amount, consisting of the principal, and any accrued interest as of the date of payment, to the MTFC at any time during the term of this Agreement. There will be no prepayment fees charged to the City.

(G) Late Fee: In the event any City payment is submitted to the MTFC more than fifteen days past the due date, a late fee of two percent (2%) of the amount of the past due payment will be assessed to the City.

(6) CITY'S OBLIGATION TO APPROPRIATE AND BUDGET REQUIRED CITY PAYMENTS: The City agrees to budget its payments to the MTFC under this Agreement by ordinance, subject to annual appropriation and to provide annual certification that current City revenues plus unexpended balances from prior years are sufficient to meet its obligation to pay the MTFC under this Agreement within 30 days after the approval of the budget. Notwithstanding anything to the contrary herein, the City acknowledges and agrees, and MTFC acknowledges, that the payments hereunder shall constitute currently budgeted expenditures of the City, and shall not in any way be construed to be a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to make

payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

(7) CITY'S SECURITY FOR DIRECT LOAN: In addition to the City's promise and agreement to carry out its obligation to repay the loan as provided for in Paragraphs (5) and (6) above, the City agrees to grant to the MTFC a security interest in applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation.

(8) TAX COVENANTS:

(A) General: The Commission understands that MTFC is entering into the Loan and advancing the Loan Amount under this Agreement based on its understanding that interest on the Loan will be excluded from gross income for Federal income tax purposes and exempt from income taxation by the State of Missouri ("Tax-Exempt"). Each of the representations and covenants in this Agreement are made for the benefit of the MTFC and any other entity or person that shall later become the owner of the Loan Amount or who rely on the representations and covenants contained in this Agreement as a basis for treating interest on the Loan as Tax-Exempt when filing its Federal and State of Missouri income tax return. The Commission understands that Federal income tax laws impose requirements on the use of Loan proceeds, the use of assets financed by the Loan (the Project) and on the investment of proceeds of the Loan or amounts used to pay or secure the repayment of the Loan. The Commission agrees to take such steps as are necessary, including but not limited to those contained in this Agreement, for interest on the Loan to remain Tax-Exempt. Each of these covenants applies as long as any portion of the Loan remains outstanding. Violation of this Paragraph 8 is an Event of Default under this Agreement.

(B) Use of Project: The Project will be owned by the Commission or the State of Missouri, a political subdivision of the State or an instrumentality of the State or political subdivision (a "Governmental Person"). None of the Loan proceeds will be used in a manner that constitutes a "private business use". In making this covenant, the Commission acknowledges that: (1) the use of the Project is treated as the direct use of the Loan proceeds and (2) the term "private business use" generally means ownership or lease by, or other use in the trade or business of, a person or entity other than a Governmental Person if that person has special legal entitlements to use the Project that differ from the general public (such as, for example, an easement or special right of way or service or management agreement).

(C) Private Security or Payment: The payment of principal and interest on the Loan will not be (under the Agreement or any other underlying document) directly or indirectly:

1. secured by any interest: (a) in property used or to be used for a private business use; or (b) in payments in respect of such property; or

2. derived from payments (whether or not such payments are made to the Commission) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of this paragraph, taxes of generally applicable taxes are not treated as a private payment or as private security so long as no taxpayer enters into any special agreement with respect to the collection or payment of the tax.

(D) No Private Loan: No Loan proceeds shall be loaned directly or indirectly to any person or entity other than a Governmental Person.

(E) No Federal Guarantees: The Commission will not take any action or permit any action to be taken that would cause principal or interest on the Loan to be guaranteed by the Federal government.

(F) Assignment of Loan: The Commission will permit the assignment of the Loan by MTFC to any other person or entity so long as MTFC retains and provides to the Commission upon request the name and tax identification of the subsequent owner any other information required by Section 149(a) of the Internal Revenue Code of 1986, as amended. Upon written request by MTFC, the Commission shall confirm its compliance with the covenants of this Paragraph 8 to MTFC and the proposed assignee.

(G) No Invested Loan Proceeds; No Replacement Funds: The Loan proceeds shall be used to immediately pay third-party vendors, or to reimburse the Commission for amounts previously paid, for the Project. Accordingly no proceeds of the Loan will be invested by the Commission prior to the date of expenditure or reimbursement. No Loan proceeds will be used to reimburse any expenditure made by the Commission prior to August 1, 2019. No amount s are or will be set aside to pay debt service on the Loan, other than a fund or account that is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and is depleted at least once each year to an amount that does not exceed the greater of (1) the earnings on the fund for the immediately preceding year, or (2) one-twelfth of the principal and interest payments on the Loan for the immediately preceding year.

(H) Tax Compliance Procedures: The Commission has written procedures in place to monitor and if necessary remediate noncompliance with any of the covenants set forth in this Paragraph 8. The Commission acknowledges that the covenants related to record keeping and use of proceeds of the Loan for the Project are necessary in order to substantiate that interest on the Loan eligible to be treated as Tax-Exempt. The Commission will promptly respond to any inquiry by the IRS related to the Tax-Exempt status of the Loan and will take such steps as are necessary to remediate any noncompliance, so the interest on the Loan remains Tax-Exempt.

(I) Form 8038-G: The City will timely file Form 8038-G as required by and pursuant to the mandates of section 149(g) of the Code. A copy of Form 8038-G is attached as **EXHIBIT A**.

(9) EVENT OF DEFAULT: If any one or more of the following events occurs and is continuing, it is hereby defined to be an Event of Default under this Agreement:

(A) Default in Making Payment When Due: Default in the due and punctual payment of a City Payment; or

(B) Default in Completing Construction Within Time Scheduled: Default in the completion of the Project, as provided in Paragraph (1), by 365 days after the estimated completion date as outlined in the most recent Project construction schedule.

(C) Breach of Duty: Unless otherwise specifically provided for in this Agreement, default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the City's part to be observed or performed, and the continuance of such default for sixty (60) days after the MTFC has given the City written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that: (i) the City has commenced such cure within said 60-day period, and (ii) the City diligently prosecutes such cure to completion; or

(D) Bankruptcy: The City: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of its creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the City's consent or acquiescence; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the City's consent, is not dismissed, vacated, denied, set aside or stayed within sixty (60) days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment of any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within sixty (60) days after the final entry, or levy or after contest is finally adjudicated or any stay is vacated or set aside.

(E) Other Default: Any other event which is specifically defined as an Event of Default under other provisions of this Agreement.

(10) REMEDIES ON DEFAULT: If any Event of Default has occurred and is continuing, then the MTFC, or the Commission at the direction of MTFC, may take any one of the following actions:

(A) Acceleration of Maturity:

1. Accelerated Payment Due Date: By written notice delivered to the City, declare the entire loan balance, including principal and interest amounts, outstanding as of the date of the notice (hereinafter, "date of declaration") to become immediately due and payable no later than thirty (30) days from the date of declaration, such payment due date hereinafter referred to as "accelerated payment due date", as if such amount was originally stipulated to be paid on the accelerated payment due date.

2. Rescission When Default Cured: If the City cures the Event of Default, which gave rise to the declaration, prior to the accelerated payment due date, then the MTFC shall rescind such declaration and annul the Event of Default in its entirety. Upon the City submitting the payment curing the Event of Default, the above payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances.

3. Subsequent Default: In the case of any rescission of declaration, then the MTFC and the City shall be restored to their former position and rights hereunder, but no such rescission shall extend to any subsequent or other occurrence of an Event of Default or impair any right consequent thereon.

(B) Institution of Suit: By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the City to require and compel duties and obligations required by the provisions of this Agreement.

(C) Entity Funds Security: By written notice delivered to the City, cause applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation to be applied to the City's indebtedness until the default is cured.

(D) Other Actions: Take any other action at law or in equity to enforce this Agreement.

(11) RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies reserved to the MTFC and the Commission provided in this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on more than one occasion.

(12) WAIVER OF BREACH: No waiver of any breach of any covenant or

agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In the case of a breach by the City, the MTFC may nevertheless accept from the City any payment or payments hereunder without in any way waiving the default or defaults of the City which were in existence at the time when such payment or payments were accepted by the MTFC.

(13) SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained in the Agreement.

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

(15) LABOR PROTECTION: The City agrees to accept the terms and conditions of 5333(b) of Chapter 53 of title 49, U.S.C.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the City is providing services or operating programs on behalf of the Missouri Department of Transportation or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the U. S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including

procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the U. S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the U. S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Incorporation of Provisions: The City shall include the provisions of paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the U. S. Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the U. S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(17) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The City shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 *et seq.*) and the administrative rules of the U. S. Department of Transportation (49 CFR Subtitle A, Part 27). The City shall comply with all requirements set forth in the Americans with Disabilities Act of 1990 (49 CFR Parts 27, 37 and 38) as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(18) DISADVANTAGED BUSINESS ENTERPRISE: The City agrees to comply with the disadvantage business enterprise requirements as contained in 49 CFR Part 26.

(19) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or third party contract or to any benefit arising therefrom.

(20) BUY AMERICA: The City agrees to abide by the provision of the Buy America requirements of 49 CFR Part 661.

(21) RESTRICTION ON LOBBYING: The City agrees to abide with the requirements of section 1352 of Title 31, U.S.C.

(22) COMMISSION REPRESENTATIVE: The Commission's Chief Financial Officer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(23) MTFC REPRESENTATIVE: MTFC's Treasurer is designated as MTFC's representative for the purpose of administering the provisions of this Agreement. MTFC's representative may designate by written notice other persons having the authority to act on behalf of the MTFC in furtherance of the performance of this Agreement.

(24) CITY REPRESENTATIVE: The City's Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

MTFC to: Missouri Transportation Finance Corporation
Attn: Treasurer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Commission to: Missouri Department of Transportation
Attn: Chief Financial Officer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

City to: Lyn Woolford
City Administrator
109 E Broadway
Ashland, MO 65010

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement. In its sole discretion, the MTFC may unilaterally sell, assign, transfer or delegate its interest in this Agreement.

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

(30) FEDERAL HIGHWAY ADMINISTRATION GUIDELINES: The City agrees to comply with the Federal Highway Administration (FHWA) guidelines under which the MTFC was created as a State Infrastructure Bank (SIB), which specifically dictate that all projects receiving assistance from the SIB must comply with the federal requirements that apply to projects under Title 23, U.S.C. or Title 49, U.S.C. when the assistance is derived from: (1) the federal funds deposited into the SIB; (2) the non-federal matching funds; (3) all repayment amounts from federal and non-federal sources; and (4) any investment income generated from these funds. The City agrees to comply with further guidance under Title 23, U.S.C., Chapter 6, Section 610.1 which provides that the construction of such federal-aid highways shall be undertaken by the respective state transportation departments or under their direct supervision in accordance with the state and federal laws.

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

(32) CONFIDENTIALITY: The City shall not disclose to third parties confidential factual matters provided by the Commission or MTFC except as may be required by statute, ordinance, or order of court, or as authorized by the MTFC. The City shall notify the MTFC immediately of any request for such information.

(33) PERFORMANCE DATE NOT BUSINESS DAY: If any date for the disbursement of a portion of the Direct Loan, the payment of a City Payment or the taking of any other action hereunder is not a Business Day, then such disbursement or payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for disbursement, payment or performance. For purposes of this Agreement, Business Day means any day other than a Saturday, Sunday, a day that is a business holiday in the State of Missouri or any other day on which banking institutions in Missouri are required or authorized by law to close.

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

(35) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(36) COMPONENTS OF AGREEMENT: This Agreement incorporates by reference the MoDOT Partnership Development Application, the MTFC Loan Policy and any written addendums and amendments thereto as if these incorporated documents were set forth herein word by word and constitutes the complete and entire understanding and agreement among the Commission, MTFC and the City with respect to the subject matter of this Agreement. In case of a conflict between the terms contained in the MoDOT Partnership Development Application and MTFC Loan Policy, the terms of the MoDOT Partnership Development Application shall govern. In the event of a conflict between the terms of the MoDOT Partnership Development Application and this Agreement, the terms of this Agreement shall govern. However, the MTFC reserves the right to clarify any contract term or relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the MoDOT Partnership Development Application, MTFC Loan Policy or this Agreement.

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

[Remainder of Page Intentionally Left Blank.]

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

Executed by the City this ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

Executed by the MTFC this ___ day of _____, 20__.

MISSOURI HIGHWAY AND
TRANSPORTATION COMMISSION

CITY OF ASHLAND, MISSOURI

Title _____

By _____
Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

MISSOURI TRANSPORTATION
FINANCE CORPORATION

Ordinance: _____

Title _____

ATTEST:

Secretary to the Missouri Transportation
Finance Corporation

ACKNOWLEDGMENT BY CITY

STATE OF _____)
)
 COUNTY OF _____)

ss

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ for the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

 Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF _____)
)
 COUNTY OF _____) ss

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

 Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY MISSOURI TRANSPORTATION
FINANCE CORPORATION

STATE OF _____)
) ss
 COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Transportation Finance Corporation and the seal affixed to the foregoing instrument is the official seal of said Corporation and that said instrument was signed in behalf of said Corporation by authority of the Missouri Transportation Finance Corporation and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

 Notary Public

My Commission Expires: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

Exhibit A

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name	2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code	7 Date of issue	
8 Name of issue	9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>	
If obligations are BANs, check only box 19b	► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

- | | | |
|-----|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b Enter the final maturity date of the GIC ▶ _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
- b Enter the date of the master pool obligation ▶ _____
- c Enter the EIN of the issuer of the master pool obligation ▶ _____
- d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a If the issuer has identified a hedge, check here and enter the following information:
- b Name of hedge provider ▶ _____
- c Type of hedge ▶ _____
- d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____		Date _____		Type or print name and title _____
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

COUNCIL BILL NO. 2019-014

ORDINANCE NO.

AN ORDINANCE ADOPTING TASK WORK AMENDMENT NO. 1 AGREEMENT
BETWEEN THE CITY OF ASHLAND AND ENGINEERING SURVEYS AND SERVICES
FOR PROFESSIONAL SERVICES

WHEREAS, the City of Ashland has entered into a contract with Engineering Surveys and Services on June 19, 2018 by Resolution for engineering services; and

WHEREAS, Engineering Survey and Services has presented the Board of Aldermen with Task Work Authorization No. 1, on March 05, 2019; and

WHEREAS, The Board of Aldermen has reviewed the Task Work Authorization and are in agreement.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute Task Work Authorization No. 1 as presented by Engineering Surveys and Services.

Section 2. Furthermore the Board of Aldermen has agreed to a scope of work.

Section 3. The terms of said authorization agreement is attached as "Exhibit "A", and authorizes the Mayor to execute Task Work Order No. 1, which by this reference is incorporated herein as if more fully and completely set out.

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

Dated this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone: 573-449-2646

ess@ess-inc.com
www.ess-inc.com

**EXHIBIT A: SCOPE OF WORK -
TASK ORDER AMENDMENT – NO. 01
TO
SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
BETWEEN**

_____ **City of Ashland, Missouri** ("Owner"),
and _____ **Engineering Surveys and Services LLC** ("Engineer").

This Task Order Amendment (TOA) becomes an attachment to the following Agreement:

_____ **Master Services Agreement for Professional Engineering and Consulting Services** _____
between Owner and Engineer effective as of _____ ("Effective Date").

The Task Order Amendment, of which Engineer's services under this Agreement are a part, is generally identified as follows:

_____ *Proposal for Survey & Civil Services, New City Hall* _____
("Task Order").

Engineer shall furnish to the Owner the following additional services:

Geotechnical Investigation:

Our proposed scope of work for the geotechnical investigation will consist of the following:

1. A review of the existing geotechnical information on the site and surrounding areas.
2. Site reconnaissance, drilling of soil borings, and the preparation of a report to present our findings and recommendations.

We propose to drill four (4) soil borings within the expected building footprint and two (2) soil borings within the proposed parking lot. The borings will be accessed with a truck mounted drill rig and advanced to a depth of 25 feet and 10 feet for the building and parking lot, respectively. Each boring will be immediately backfilled following completion. The soils will be tested for standard engineering properties. Samples obtained from our drilling activities will be transported to our laboratory for additional classification in accordance with the Unified Soil Classification System. Based on our present schedule, we can begin the field work within 10 days after we receive your notice to proceed, weather permitting. The written report will follow approximately 3 weeks after all field work has been completed.

Boundary, topographic and utility survey within the survey limits indicated (see attached):

1. Establish horizontal and vertical control.
2. Acquire up to date title information in order to show any easements that may affect the property.
3. Locate existing and/or set new property corners as necessary.
4. Survey utilities as marked by the Missouri One Call System.
5. Indicate utilities showing pipe size, pipe material, flow lines, and rim elevations.
6. Survey existing permanent site features including:
 - a. Survey building location(s).
 - b. Parking configuration with paving material.
 - c. Curbs, Walks, Fences, and pavement markings.
 - d. Spot elevations and finished floor elevations at existing buildings.
 - e. Trees and other significant vegetation.

As-builts of relocated sanitary sewer:

1. Survey field collect the components of the newly relocated sanitary sewer.
2. Provide an as-built plan for record keeping purposes.

Design of Relocation of City Sanitary Sewer:

1. Prepare separate construction plans and written specifications for sanitary sewer relocation.
2. Obtain MoDOT permit for work in right-of-way (if necessary).
3. Prepare bid documents.
4. Coordinate with American Document Solutions bid document availability for contractors.
5. Answer questions from bidders and prepare addenda as necessary.
6. Review shop drawings.
7. Answer questions during construction.
8. Up to two site visits during construction.

Exclusions from this proposal include surveying beyond the indicated limits, easement investigation/preparation (both onsite and offsite), platting/rezoning, additional meetings not indicated above, bid phase services not indicated above (bid analysis, etc.) temporary traffic control, state and federal permitting (MDNR, USACE, FEMA, etc.), construction staking, and construction phase services (including punch lists, construction materials testing, etc.). Any tasks in addition to those specifically described in the above scope of work would be billed as extras using the attached fee schedule or negotiated separately. Proposals for these additional services can be provided upon request. In the absence of a supplemental contract, any additional services, if authorized by you, would be billed on a time and materials basis.

The individual point(s) of contact for this task order, if different from those undersigned, shall be:

OWNER:

ENGINEER:

Zachary K. Thomas, P.E.

573-449-2646

zthomas@ess-inc.com

To be completed by in accordance with the Owner approved project schedule .

Owner will compensate Engineer for services performed on a time expended basis as provided in the Agreement's *Section 7.01 Basis of Payment— Hourly Rates Plus Reimbursable Expenses* up to a maximum not to exceed additional cost of:

- Geotechnical Investigation: \$ 5,800.00
- Boundary, topographic and utility survey: \$ 9,000.00
- As-builts of relocated sanitary sewer: \$ 1,500.00
- Design of Relocation of City Sanitary Sewer: \$ 9,000.00

Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order Amendment, the Effective Date of which is _____ ("TOA Effective Date").

OWNER:

By: _____

Title: _____

Date Signed: _____

Print Name: _____

City of Ashland

NOTE: Owner will notify Engineer if there is a change in the point of contact individual or the contact information.

Address for giving notices:

ENGINEER:

By: *Ross A. Kasmann*

Title: President - Engineering

Date Signed: 1 MARCH 2019

Ross A. Kasmann, PE

Engineering Surveys and Services LLC

Missouri Professional Engineering Firm: 2004005018

Missouri Professional Surveying Firm: 2004004672

State of: Missouri

Address for giving notices:

1113 Fay Street
Columbia, MO 65201

Owner will compensate Engineer for services performed on a time expended basis as provided in the Agreement's *Section 7.01 Basis of Payment— Hourly Rates Plus Reimbursable Expenses* up to a maximum not to exceed additional cost of:

- Geotechnical Investigation: \$ 5,800.00
- Boundary, topographic and utility survey: \$ 9,000.00
- As-builts of relocated sanitary sewer: \$ 1,500.00
- Design of Relocation of City Sanitary Sewer: \$ 9,000.00

Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order Amendment, the Effective Date of which is _____ ("TOA Effective Date").

OWNER:

By: _____

Title: _____

Date Signed: _____

Print Name: _____

City of Ashland

ENGINEER:

By: _____

Title: President - Engineering

Date Signed: _____

Ross A. Kasmann, PE

Engineering Surveys and Services LLC

Missouri Professional Engineering Firm: 2004005018

Missouri Professional Surveying Firm: 2004004672

NOTE: Owner will notify Engineer if there is a change in the point of contact individual or the contact information.

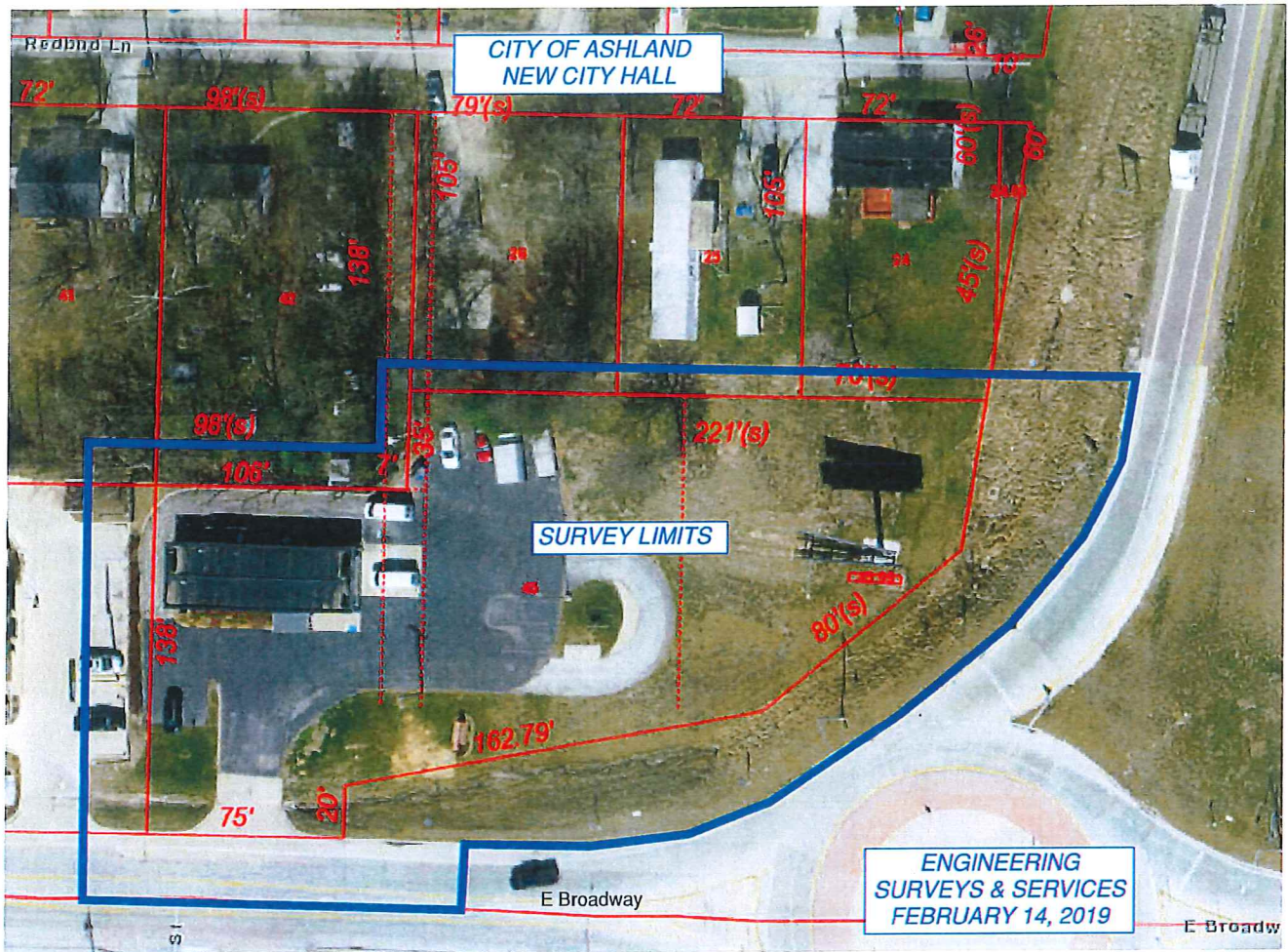
State of: Missouri

Address for giving notices:

Address for giving notices:

1113 Fay Street

Columbia, MO 65201



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

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

Section 1. The Board of Aldermen authorizes the Mayor, on behalf of the City of Ashland, to enter into an agreement with the Missouri Highways and Transportation Commission Road Relinquishment Agreement for a portion of the Route 63 outer roadway (or known as East New Salem Lane) on the west side of Highway 63 to the City.

Section 2. The terms of said agreement shall be as set forth in the attached agreement, which by reference is incorporated herein as if more fully and completely set out.

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

Dated this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 03/17 (AR)
Modified:

Boone County
Route 63 Outer Road/
East New Salem Lane
2019-01-47209

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and the **City of Ashland** ("Agency").

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

No work to be performed

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Route 63 Outer Road from Station 12+11.62 to Equation Station 16+44.69 BK = Old Route 63 Station 606+96.68 AH to Old Route Station 662+58.44 as shown on attached Exhibit A.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where in the Commission is referred to as "Grantor" and the Agency is referred to as "Grantee":

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility

facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(6) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(7) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(8) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

Executed by Agency this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ASHLAND

Title _____

By: _____
Gene Rhorer
Title Mayor

Secretary to the Commission

By _____
Darla Sapp
Title City Clerk

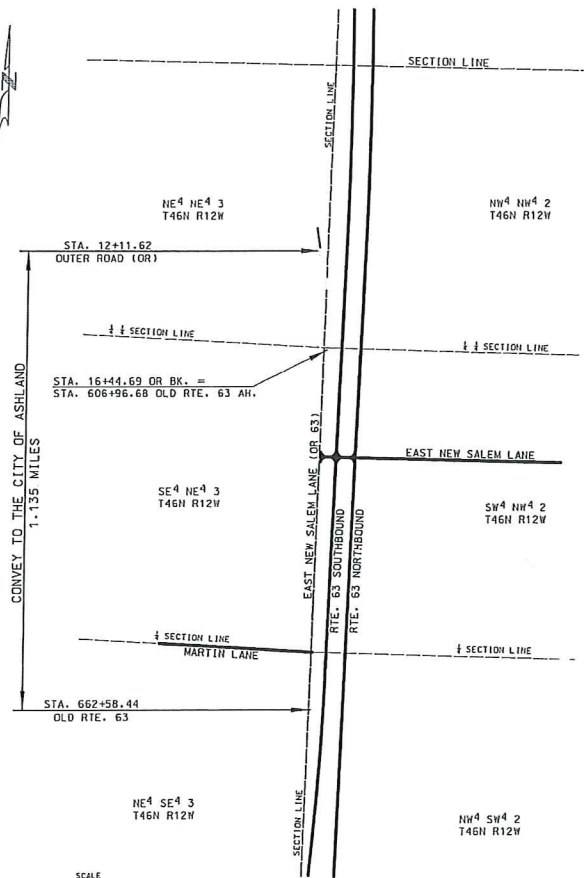
Approved as to Form:

Approved as to Form:

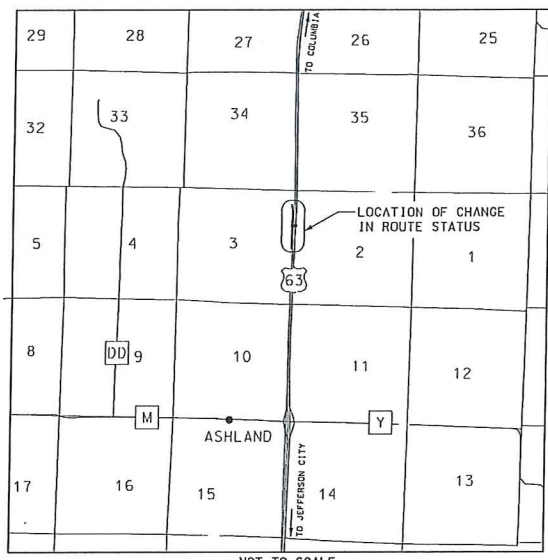
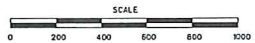
Commission Counsel

Title City Attorney

Ordinance No. 1234



CONVEY TO THE CITY OF ASHLAND
1.135 MILES



NOT TO SCALE

EXHIBIT A
 CHANGE IN ROUTE STATUS BOONE COUNTY,
 OUTER ROAD 63 (EAST NEW SALEM LANE)
 CONVEY TO THE CITY OF ASHLAND

AN ORDINANCE TO AMEND CHAPTER 10 AND CHAPTER 11 OF THE CODE OF THE CITY OF ASHLAND

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

Section 1. Section 10.065 of Chapter 10, Planning, Zoning, Subdivisions, Building of the Ashland City Code is hereby amended as follows:

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

10.065 Plat review mandated

When the Planning Commission of Ashland adopts a city plan which includes at least a major street plan or progresses on its city planning to the making and adoption of a major street plan, and files a certified copy of the major street plan in the office of the County Recorder of Boone County, no plat of a subdivision of land lying within the city shall be filed or recorded until it has been submitted to and a report and recommendation thereon made by the Commission to the Board of Aldermen and the Board has approved the plat as provided by law. and all costs and fees incurred by the City in having the application reviewed by outside providers as called for in 11.133, have been reimbursed by the applicant.

Section 2. Section 11.190 of Chapter 11, Subdivision Regulations of the Ashland City Code is hereby amended as follows:

11.190. Certification of final plat by Mayor

Certification of the final plat approval to be signed by the Mayor and attested to by the City Clerk. Notwithstanding the foregoing, the final plat approval shall not be signed and the seal of the city shall not be affixed to the plat, until all costs and fees incurred by the City in having the application reviewed by outside providers as called for in 11.133, have been reimbursed by the applicant.

Section 3. This Ordinance shall be in full force and effect from and after its passage.

Dated this ____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

COUNCIL BILL NO. 2019-009

ORDINANCE NO. 1241

AN ORDINANCE ADOPTING APPENDIX D OF THE 2012 INTERNATIONAL FIRE CODE

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

Section 1. The City of Ashland Board of Aldermen hereby adopts Appendix "D" of the 2012 International Fire Code pertaining to fire apparatus access roads.

Section. These amendments shall be in full force and effect on and after May 1, 2019.

Dated this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

APPENDIX D

FIRE APPARATUS ACCESS ROADS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

SECTION D101 GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

SECTION D102 REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg).

SECTION D103 MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as *approved* by the fire chief.

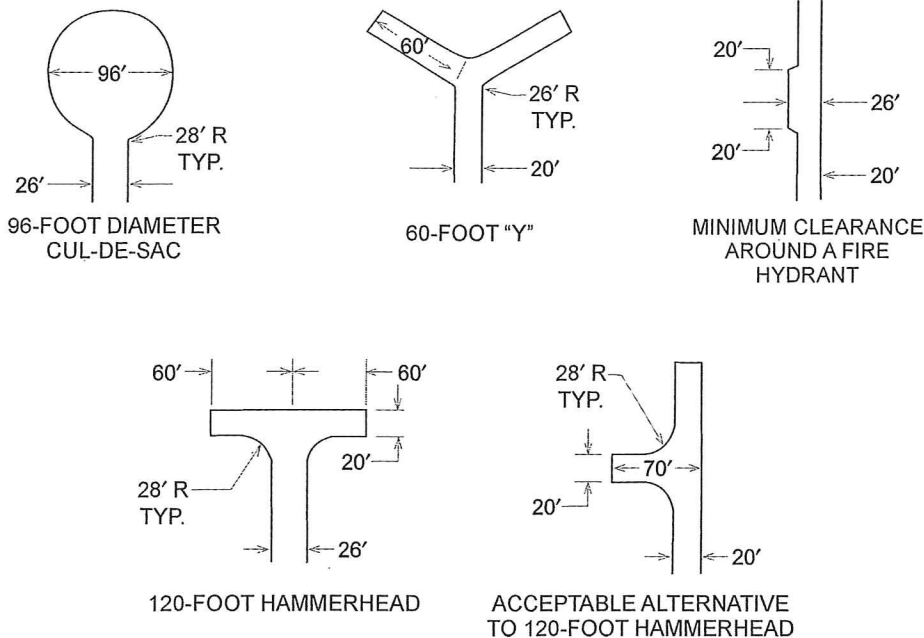
D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official*.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.



For SI: 1 foot = 304.8 mm.

**FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND**

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be 20 feet (6096 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one *person*.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be *approved* by the *fire code official*.
6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools or when a key box containing the key(s) to the lock is installed at the gate location.
7. Locking device specifications shall be submitted for approval by the *fire code official*.
8. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

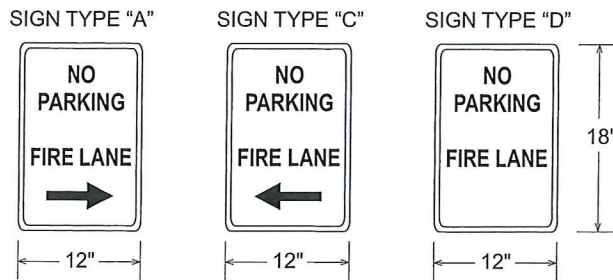


FIGURE D103.6
FIRE LANE SIGNS

D103.6.1 Roads 20 to 26 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).

D103.6.2 Roads more than 26 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

**SECTION D104
COMMERCIAL AND INDUSTRIAL DEVELOPMENTS**

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross *building area* of more than 62,000 square feet (5760 m²) shall be provided with two separate and *approved* fire apparatus access roads.

Exception: Projects having a gross *building area* of up to 124,000 square feet (11 520 m²) that have a single *approved* fire apparatus access road when all buildings are equipped throughout with *approved automatic sprinkler systems*.

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

**SECTION D105
AERIAL FIRE APPARATUS ACCESS ROADS**

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the *fire code official*.

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the *fire code official*.

SECTION D106

MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 *dwelling units* shall be equipped throughout with two separate and *approved* fire apparatus access roads.

Exception: Projects having up to 200 *dwelling units* may have a single *approved* fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with *approved automatic sprinkler systems* installed in accordance with Section 903.3.1.1 or 903.3.1.2.

D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads regardless of whether they are equipped with an *approved automatic sprinkler system*.

SECTION D107

ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family *dwelling units* where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads, and shall meet the requirements of Section D104.3.

Exceptions:

1. Where there are more than 30 *dwelling units* on a single public or private fire apparatus access road and all *dwelling units* are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the *International Fire Code*, access from two directions shall not be required.
2. The number of *dwelling units* on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the *fire code official*.

D108

REFERENCED STANDARDS

ASTM	F 2200—05	Standard Specification for Automated Vehicular Gate Construction	D103.5
ICC	IFC—12	International Fire Code	D101.5, D107.1
UL	325—02	Door, Drapery, Gate, Louver, and Window Operators and Systems, with Revisions through February 2006	D103.5

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF EASEMENTS FOR UTILITY PURPOSES FROM C S PROPERTIES-COLUMBIA LLC; AND AUTHORIZING THE CITY CLERK TO RECORD THE EASEMENTS.

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 acceptance of easements for utility purposes from C S Properties-Columbia LLC. The form and content of the easements shall be substantially as set forth in the following exhibits, which are attached to and made a part of this ordinance:

Exhibit A. C S Properties-Columbia LLC-lots 3 and 4

Exhibit B. C S Properties-Columbia LLC-two tracts of land across part of lots 3, 12, 13 and 14 of East Ashland Plaza

Section 2. The Board of Aldermen, on behalf of the City of Ashland, hereby accepts the easements listed in Section 1 and authorizes the City Clerk to have the easements recorded in the office of the Boone County Recorder of Deeds.

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

Dated this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE VACATING PART OF A UTILITY EASEMENT ACROSS LOT 3 OF EAST ASHLAND PLAZA; AND AUTHORIZING THE CITY CLERK TO RECORD THIS ORDINANCE

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

Section 1. The Board of Aldermen hereby vacates part of a utility easement across Lot 3 of East Ashland Plaza that is in excess. The legal description of easements to be vacated shall be substantially as set forth in the following exhibit, which is attached to and made a part of this ordinance.

Exhibit A: Vacating part of a Utility Easement across Lot 3 of East Ashland Plaza

Section 2. The City Clerk is hereby authorized to cause a copy of this ordinance to be recorded in the office of the Recorder of Deeds of Boone County, Missouri.

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

Dated this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

AN ORDINANCE ADOPTING TASK WORK AMENDMENT NO. 1 AGREEMENT
BETWEEN THE CITY OF ASHLAND AND ENGINEERING SURVEYS AND SERVICES
FOR PROFESSIONAL SERVICES

WHEREAS, the City of Ashland has entered into a contract with Engineering Surveys and Services on June 19, 2018 by Resolution for engineering services; and

WHEREAS, Engineering Survey and Services has presented the Board of Aldermen with Task Work Authorization No. 1, on March 05, 2019; and

WHEREAS, The Board of Aldermen has reviewed the Task Work Authorization and are in agreement.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute Task Work Authorization No. 1 as presented by Engineering Surveys and Services.

Section 2. Furthermore the Board of Aldermen has agreed to a scope of work.

Section 3. The terms of said authorization agreement is attached as "Exhibit "A", and authorizes the Mayor to execute Task Work Order No. 1, which by this reference is incorporated herein as if more fully and completely set out.

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

Dated this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

RESOLUTION 3-05-2019

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LAWN WASTE DISPOSAL CONTRACT WITH CLEAN CUT SERVICES, LLC.

Whereas, Richard Jones of Clean Cut Services, LLC has presented the Board of Aldermen a proposal to extend the contract for lawn waste disposal to the community at his facility located at 407 Douglas Drive; and

Whereas, the Board of Aldermen has reviewed the proposal for lawn waste disposal and furthermore wishes to enter into a contract with Clean Cut Services, LLC; and

Whereas, the Board of Aldermen wishes to waive the bidding requirements under Chapter 7, Selection of Professional Services, Procurement, Conflict of Interest, Section 7.130.

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

The Board of Aldermen hereby authorizes the Mayor to enter into a revised contract with Clean Cut Services, LLC. for the lawn waste disposal services as set out in the contract and marked as Exhibit "A".

Passed and adopted this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

LAWN WASTE DISPOSAL AGREEMENT

This agreement is entered into on this _____ day of _____, 2019, between the City of Ashland, Missouri ("Ashland") and Clean Cut Services, L.L.C. The parties agree as follows:

DUTIES: Clean Cut Services, L.L.C. will provide a Disposal Site located at 407 Douglas Drive, Ashland, Missouri for the disposal of yard waste for residents of the City of Ashland. Yard waste will only be accepted from residents of Ashland who are disposing of yard waste from their own residences. An exception is that yard waste from rental residential property in Ashland will be accepted from landlords who operate the property.

Yard waste includes grass clippings, leaves and tree limbs cut to no more than four feet in length. The Disposal Site will be open and operable from 7:00 a.m. until 6:00 p.m. on Monday through Saturday and from noon until 6:00 p.m. on Sunday. This schedule will not apply to City Holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Dumping of yard waste will not be permitted after sunset or before sunrise.

COMPENSATION: Compensation will be paid as follows:

Ashland will compensate Clean Cut Services, L.L.C. \$1,910.00 per month, which shall be due and owing the first day of each month.

If a major event results in a significantly larger volume of lawn waste, as determined jointly by Clean Cut Services, L.L.C. and Ashland, the parties agree to negotiate in good faith to assure just compensation to Clean Cut Services, L.L.C.

DURATION OF AGREEMENT: This agreement will be in effect for a period of twelve (12) months beginning on April 1, 2019 and shall be renewable by agreement of both parties. This agreement may be terminated by either party upon sixty (60) days written notice. If Clean Cut Services, L.L.C. is unable to perform the duties required in this agreement as a result of loss of license, or for any other reason, the agreement shall become terminable at will by Ashland. Compensation and rental property yard waste acceptance provisions may be reviewed every twelve (12) months.

AUTHORITY: Clean Cut Services, L.L.C. has no authority to speak on behalf of Ashland or to bind Ashland in any matter.

SEVERABILITY; GOVERNING LAW: If any clause or provision of this agreement is adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision, which shall remain in full force and effect. The agreement shall be governed by the laws of the State of Missouri. The courts of the State of Missouri will have jurisdiction over any dispute which arises under this agreement and both parties will submit and consent to such courts' exercise of jurisdiction. In any successful action by Ashland to enforce this agreement, Ashland will be entitled to recover its attorney's fee and expense incurred in such action.

COMPLETE UNDERSTANDING; AUTHORSHIP: Parties agree that this document represents the full and complete understanding of parties. Parties agree that the production of this document was the joint effort of both parties and that the agreement shall not be construed as having been drafted by either party.

AMENDMENTS: this agreement supersedes all prior contracts and understandings between Clean Cut Services, L.L.C. and Ashland and may not be modified by any oral promise or statement.

DAMAGES: If Clean Cut Services, L.L.C., through its intentional, willful or wanton act causes damage to Ashland property, or private property for which Ashland is found to be liable, Ashland will have the right to seek compensation and indemnification from Clean Cut Services, L.L.C.

WAIVER OF BREACH: The failure of either party to require the performance by the other party of any of the provisions of this agreement shall in no way affect the respective rights of either party to enforce such provisions. The waiver by either party of any breach of any provision of this agreement shall not be construed as a waiver of any succeeding breach or as a modification of the provision breached.

INSURANCE AND INDEMNIFICATION: Clean Cut Services, L.L.C. will maintain insurance of its premises and upon the operations contemplated under this agreement in amounts not less than \$500,000.00 per individual and \$1,000,000.00 per occurrence and will indemnify and hold harmless Ashland from any claims or judgments against Ashland which may occur by virtue of operation of the yard and services contemplated in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

CITY OF ASHLAND, MISSOURI

By: _____
Gene Rhorer, Mayor

Date: _____

Attest: _____
Darla Sapp, City Clerk

CLEAN CUT SERVICES, L.L.C.

By: _____
Richard Jones, Owner

Date: _____

**DECEMBER 2018 THROUGH FEBRUARY 2019
ASHLAND REPORT**

*TOTAL NUMBER OF CALLS.....	7
COMPLAINTS.....	3
VICIOUS DOG COMPLAINTS.....	0
HUMAN BITES.....	1
WILDLIFE.....	0
DOA ANIMALS.....	1
CRUELTY INVESTIGATIONS.....	2
CATS IMPOUNDED.....	0
CATS CLAIMED.....	0
DOGS IMPOUNDED.....	2
DOGS CLAIMED.....	1
TOTAL HOURS.....	10

*This is a total of all the categories (complaints, vicious dogs, bites, wildlife, DOA's and cruelty investigations) added together.

**INVOICE FOR ASHLAND ANIMAL CONTROL SERVICES
DECEMBER 2018 THROUGH FEBRUARY 2019**

10 hours @ \$43.45 per hour.....	\$434.50
4 trips* x 34 miles per trip x 53.5 cents per mile.....	\$72.76
3 trips* x 34 miles per trip x 58** cents per mile.....	\$59.16
 Total amount due.....	 \$566.42

If paying by check make check payable to
Boone County Missouri

Payment should be submitted to:

Boone County Treasurer's Office
ATTN: Julie Coleman
801 East Walnut, Rm. 205
Columbia, MO 65201-7798
573-886-4365

*34 miles roundtrip from 1005 W. Worley to Ashland exit.
**Mileage rate increase effective January 1, 2019 from 53.5 cents per mile to 58 cents per mile