CITY OF ASHLAND
109 EAST BROADWAY
BOARD OF ALDERMEN AGENDA
TUESDAY, SEPTEMBER 17, 2013
7:00 P.M.

There will be a work session at **6:00 p.m.**- Review of 2013-2014 Budget

Call to Order

Invocation

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 9-17-13 agenda: **Action:**_____
2. Consideration of the 9-03-13 minutes: **Action:**_____
3. Bills to be paid: **Action:**_____

APPEARANCES

4. Lyn Woolford, Police Chief Monthly report
5. Anyone wishing to appear before the Board

APPOINTMENTS

6. Liaison for Police Advisory Committee-Carl Long
7. City Administrator appointment

COUNCIL BILLS

8. Council Bill No. 2013-023, An Ordinance authorizing the issuance of $409,000 principal amount of combined waterworks and sewerage system refunding revenue bonds, series 2013, of the City of Ashland, Missouri; authorizing certain actions and documents and prescribing other matters relating thereto; and adopting a tax-exempt financing compliance procedure. First reading by title only. **Action:**_____

9. Council Bill No. 2013-024, An Ordinance to change the zoning of a parcel of land from (R-1) Single Family Residential to (R-2) Two Family Residential for Sherman and Joanne Horton. First Reading by title only. **Action:**_____

ORDINANCES

10. Ordinance No. 960, An Ordinance authorizing the issuance of $409,000 principal amount of combined waterworks and sewerage system refunding revenue bonds, series 2013, of the City of Ashland, Missouri; authorizing certain actions and documents and prescribing other matters relating thereto; and adopting a tax-exempt financing compliance procedure.
Action:_____

RESOLUTIONS

11. None

OTHER

12. Request for donation of $3,000 to the Ashland Optimist Club for operation of the community swimming pool. **Action:**_____

13. Discussion of bids for roof repair/replacement/vote to accept bid (bids will be received until Monday, September 16, 2013 at 5:00)
14. Discussion of bids for mold remediation/vote to accept bid
15. Set work session for traffic and sewer plant discussion with Allstate Consultants (needs 2 hour maximum)

REPORTS

16. Mayor's Report
17. City Attorney Report
18. Board of Alderperson's Report
19.Vote to go into closed session pursuant to Chapter 610.021 (1) legal actions/litigation (3) personnel matters
20. Go into open session and report any reportable action taken/ if any
21. Vote to adjourn the meeting

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

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

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

Posted: 9-13-2013 City Hall and Web site: www.ashlandmo.us

SEPTEMBER 03, 2013
BOARD OF ALDERMEN MINUTES
7:00 P.M.
DRAFT MINUTES NOT APPROVED BY BOARD

Mayor Pro-tem Long called the regular meeting to order on September 03, 2013 at 7:00 p.m. at Ashland City Hall, 109 East Broadway.

Alderwoman Martin gave the invocation.

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

Mayor Pro-tem Long called the roll.
Ward One: David Thomas-here, Louise Martin-here
Ward Two: Jeff Anderson-here, John Hills-here
Ward Three: Anthony Taggart-here, Carl Long-here

Staff Present: Travis Davidson, Assistant Public Works Director and Darla Sapp, City Clerk.

Mayor Pro-tem Long presented the agenda for September 03, 2013 for consideration. Alderman Thomas made motion and seconded by Alderman Hills to approve the agenda as presented. Alderman Anderson questioned why the appointment for City Attorney was not under the appointments but after the closed session. He suggested moving the appointment of the City Attorney to under appointments. Alderman Thomas stated there was a motion and second on the table and he would not accept the change suggested by Alderman Anderson. Mayor Pro-tem Long called for the vote. Alderwoman Martin-aye, Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-nay, Alderman Anderson-nay, Alderman Long-aye. Motion carried.

Mayor Pro-tem Long presented the minutes of August 20, 2013 for consideration. Alderman Thomas made motion and seconded by Alderwoman Martin to approve the minutes as presented. Mayor Pro-tem Long called for the vote. Alderman Thomas-aye, Alderman Hills-aye, Alderman Taggart-aye, Alderman Anderson-aye, Alderwoman Martin-aye, Alderman Long-aye. Motion carried.

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

Travis Davidson, Assistant Public Works Director gave his monthly report to the Board. He updated the Board on preventive maintenance for the sewer infrastructure. He informed the Board he is working with Allstate Consultants for the mapping of the sewer infrastructure, manholes and mains. He stated the field work and the preliminary draft should be done in October for review. He stated he has a bid of .75 cents a foot for camera work for approximately

8,000 feet. The Board discussed this. Mr. Davidson informed the Board that we received a draft permit for the lagoon from Department of Natural Resources. He stated they have extended our permit for 4 years for monitoring only. He explained this to the Board. He updated the Board on installation of the fence on Salinda Drive, discussed putting the fence back up on Pacer and grass clippings in Palomino Ridge Subdivision. There was discussion of trying to get the information out to not put grass clippings in roadway or storm drainage ditches. Mr. Davidson reported the school board will discuss their willingness to participate in painting the Eagle back on the water tower. Mr. Davidson stated he would like to request a new generator. He explained the one they have is 400 plus pounds and is more than the city needs. The Board discussed this at length as well as other equipment that seems to be in surplus for the department. Mayor Pro-tem Long stated he has had complaints of the stop lines at intersections needing to be repainted. There was discussion of purchasing a sewer camera and the raising and lowering of several manholes. Alderman Anderson questioned some of the projects on the maintenance report. He commented on there not being a lot of change from the July report to the September report. Travis Davidson stated these are ongoing projects.

Mayor Pro-tem Long asked if anyone wished to appear before the Board.

Lyn Woolford, Police Chief stated the invoices for the police car installer were in the bills to be paid. He discussed the round- a-bouts and j-turns that MoDot presented being problematic for the citizens. He stated we should consider someone to advocate on the cities behalf on the traffic congestion this will cause. It was reported Allstate Consultants is going to do this for the City. Chief Woolford reported we lost our conceal and carry revenue of about $4,500.00 a year. He stated he is looking at other options and has came across an opportunity to do hazmat material endorsement applications and finger print collection processing through the Transportation Security Administrator as a data collection vendor. He explained that they would make the necessary renovations to our facility. The Board discussed this.

Alderman Taggart questioned the file records we have in the storage room/break room area. There was discussion of having records stored off site. Chief Woolford reported he would check into such a facility in Columbia or Jefferson for costs.

Alderman Hills asked the monthly revenue from citations be presented on a monthly report.

Alderwoman Martin stated she has received compliments of seeing the Chief around the schools.

Fred Klippel representative from the Ashland Planning and Zoning Commission came to the Board in reference to setting up a process to review the conditional use permits. He stated the Planning and Zoning Commission would like to set up a process to review these conditional use permits for compliance, revocations and enforcement.

The Board discussed this and felt the Planning and Zoning Commission should review the process to present back to the Board of Aldermen for consideration.

Alderman Hills made motion and seconded by Alderman Thomas to table the appointment for the Police Advisory Committee. Mayor Pro-tem Long called for the vote. Alderwoman Martin-aye, Alderman Anderson-aye, Alderman Taggart-aye, Alderman Hills-aye, Alderman Thomas-aye, Alderman Long-aye. Motion carried.

Mayor's Report:
Mayor Rhorer was not present.

Interim City Attorney Report:
Joy Ahern, Interim City Attorney was not present.

Board of Alderperson's Report:
Alderwoman Martin reported our website did not have the trash dates change due to the holiday or were the citizens notified. She suggested we try to keep this updated.

Alderwoman Martin expressed some concerns and observations since becoming an Alderperson about the Board. She discussed council sharing information on the streets about candidates and individual thoughts, she said they should vote and not be afraid to vote against the majority. She suggested they each work as a team and pull forward. She expressed her feelings on having people on the interview committees not live in the city or not on the council. She stated it should be the Board's decision. She thanked the City staff as we move forward.

Alderman Thomas wanted to extend his thanks to Jeff Kays and Christine Keifer on being on the interview committee for City Attorney. He stated they did an outstanding job.

Alderman Anderson also thanked Jeff Kays and Christine Keifer of their hard work on the search committee for City Attorney. He stated that they selected the top five and conducted interviews and they had two very good candidates to choice from. He stated that their decision was unanimous.

Alderman Anderson stated the property across from Casey's General Store needs to be mowed. It was reported they have been sent a letter on this and wanted to make sure we are keeping up on this.

Alderman Taggart stated we should move forward with eyes open and there will be differences. He stated people have different ideas and thoughts. He stated that some of those thoughts may not move forward. He stated that there is room for improvement on accepting ideas from others and making decisions for the city.

Alderman Hills suggested we look at the City's investments in Main Street Bank and look at our options in relocating our funds into a different bank with the recent legal issues at the bank.

Alderman Thomas reported that Landmark Bank has closed their Ashland facility.

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

Mayor Pro-tem Long reported we were in open session with no reportable action taken.

Mayor Pro-tem Long reported the next item on the agenda was appointment of City Attorney.

Alderman Thomas made motion and seconded by Alderman Anderson to table the appointment of City Attorney until next meeting. Motion carried.

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

Darla Sapp, City Clerk

Carl Long, Mayor Pro-tem

09.07.12 8/16/2013 THRU 9/10/2013

ACCOUNTS PAYABLE ACTIVITY

CLAIMS REPORT

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	ACCOUNTS PAYABLE CLAIMS					
10-02-2001	United States Treasure	FED/FICA TAX	921.93		9126525	8/23/13
10-02-2001	United States Treasure	FED/FICA TAX	1,083.97		9126529	9/06/13
10-02-2002	United States Treasure	FED/FICA TAX	1,418.32		9126525	8/23/13
10-02-2002	United States Treasure	FED/FICA TAX	1,743.52	5,167.74	9126529	9/06/13
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	318.00		24226	8/23/13
10-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	318.00	636.00	24226	8/23/13
10-02-2010	Missouri Local Government	Lagers - Reg.	606.53		24227	8/23/13
10-02-2010	Missouri Local Government	Lagers - Reg.	601.33	1,207.86	24227	8/23/13
10-02-2012	AFLAC	HEALTH INSURANCE	46.80	46.80	2593	8/19/13
10-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	181.56	181.56	2616	8/21/13
10-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	1,410.37	1,410.37	2600	8/19/13
10-02-2012	MADISON NATIONAL LIFE	DENTAL INSURANCE	116.26	116.26	2605	8/19/13
10-10-5120	G F O A OF MISSOURI	GOVERNMENT FINANCE MEMBERSHIP	25.00	25.00	2617	8/21/13
10-10-5120	SAM'S CLUB	YEARLY MEMBERSHIP	45.00	45.00	2614	8/19/13
10-10-5305	AMERENUE	UTILITIES	313.04	313.04	2619	8/29/13
10-10-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET SERVICE	18.33	18.33	2636	9/05/13
10-10-5360	AT & T	LONG DISTANCE	34.06	34.06	2629	9/05/13
10-10-5380	AUSTIN COFFEE SERVICE	COFFEE	14.09	14.09	2620	8/29/13
10-10-5380	BANKCARD CENTER	ADVERTISING, RADIO, PARTS FOR	2.00	2.00	2621	8/29/13
10-10-5380	RICOH USA, INC	CANON IR3030	18.90	18.90	2623	8/29/13
10-10-5638	BANKCARD CENTER	ADVERTISING, RADIO, PARTS FOR	667.96	667.96	2621	8/29/13
10-10-5638	COLUMBIA DAILY TRIBUNE	CITY ADMINISTRATOR, ATTORNEY	1,151.70	1,151.70	2599	8/19/13
10-10-5670	Monarch Industries, Inc.	DEPOSIT SLIPS	51.10	51.10	2625	8/29/13
10-10-5670	QUILL CORPORATION	TABS, INK	50.14		2626	8/29/13
10-10-5670	QUILL CORPORATION	BATTERIES	7.99		2626	8/29/13
10-10-5670	QUILL CORPORATION	TONER	31.24	89.37	2643	9/05/13
10-10-5790	AMERENUE	UTILITIES	20.42	20.42	2619	8/29/13
10-10-5835	PERSONALIZED COMPUTERS	MONTHLY COMPUTER MAINTENANCE	182.00	182.00	2642	9/05/13
10-11-5130	BO. CO. PLANNING & BUILDING	AUGUST 2013 BUILDING PERMITS	724.44	724.44	2632	9/05/13
10-11-5360	AT & T	LONG DISTANCE	34.06	34.06	2629	9/05/13
10-11-5380	AUSTIN COFFEE SERVICE	COFFEE	14.10	14.10	2620	8/29/13
10-11-5410	BANKCARD CENTER	ADVERTISING, RADIO, PARTS FOR	40.00	40.00	2621	8/29/13
10-11-5670	QUILL CORPORATION	INK	30.25		2626	8/29/13
10-11-5670	QUILL CORPORATION	BATTERIES	7.99		2626	8/29/13
10-11-5670	QUILL CORPORATION	TONER	31.25	69.49	2643	9/05/13
10-11-5835	PERSONALIZED COMPUTERS	MONTHLY COMPUTER MAINTENANCE	56.00	56.00	2642	9/05/13
10-15-5110	PATRIOT SUPPLY	FLASHLIGHT	105.21		2618	8/21/13
10-15-5112	PATRIOT SUPPLY	AMMUNITION	178.15	283.36	2618	8/21/13
10-15-5120	SAM'S CLUB	YEARLY MEMBERSHIP	45.00	45.00	2614	8/19/13
10-15-5240	MISSOURI DEPT OF REVENUE	TITLE FEE FOR NEW PATROL CAR	11.00	11.00	2610	8/19/13
10-15-5305	AMERENUE	UTILITIES	324.62	324.62	2619	8/29/13
10-15-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET SERVICE	18.33	18.33	2636	9/05/13
10-15-5360	AT & T	LONG DISTANCE	43.64	43.64	2629	9/05/13
10-15-5360	AT&T MOBILITY	CELL PHONES	221.19	221.19	2630	9/05/13
10-15-5380	AUSTIN COFFEE SERVICE	COFFEE	14.09	14.09	2620	8/29/13
10-15-5380	RICOH USA, INC	CANON IR3030	18.90	18.90	2623	8/29/13
10-15-5380	ISRAEL DENCKER	SCHOOL ZONE WARNING SIGNAL	100.00	100.00	2637	9/05/13
10-15-5380	MOBILE WIRELESS, LLC	MAINTENANCE NETMOTION	225.32	225.32	2611	8/19/13
10-15-5415	SENTINEL LUMBER & HARDWARE	KEYS	34.29	34.29	2645	9/05/13
10-15-5420	FARR COMMUNICATIONS & ELECTRON	POLICE CAR REMOVAL 2013	946.91	946.91	2622	8/29/13
10-15-5638	COLUMBIA DAILY TRIBUNE	POLICE CHIEF	927.40	927.40	2599	8/19/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
10-15-5670	LAW ENFORCEMENT SYSTEMS	TRAFFIC TICKETS	294.00	294.00	2624	8/29/13
10-15-5670	QUILL CORPORATION	HEADSET, LIFTER, INK	296.23		2626	8/29/13
10-15-5670	QUILL CORPORATION	BATTERIES	8.00		2626	8/29/13
10-15-5670	QUILL CORPORATION	TONER	31.25	335.48	2643	9/05/13
10-15-5670	Witt Print Shop	POLICE BUSINESS CARDS	258.00	258.00	2647	9/05/13
10-15-5835	PERSONALIZED COMPUTERS	MONTHLY COMPUTER MAINTENANCE	238.00	238.00	2642	9/05/13
10-18-5305	AMERENUE	UTILITIES	60.77	60.77	2619	8/29/13
10-18-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	35.52	35.52	2595	8/19/13
10-18-5366	AMERENUE	UTILITIES	11.68		2619	8/29/13
10-18-5367	AMERENUE	UTILITIES	9.79		2619	8/29/13
10-18-5368	AMERENUE	UTILITIES	15.34		2619	8/29/13
10-18-5369	AMERENUE	UTILITIES	9.79		2619	8/29/13
10-18-5371	AMERENUE	UTILITIES	12.57		2619	8/29/13
10-18-5372	AMERENUE	UTILITIES	9.79		2619	8/29/13
10-18-5373	AMERENUE	UTILITIES	10.45	79.41	2619	8/29/13
10-18-5420	Main Street Car Wash	CAR WASH TOKENS	25.00	25.00	2606	8/19/13
10-18-5425	MFA Oil Company	FUEL JULY 2013	353.90	353.90	2608	8/19/13
10-18-5425	SENTINEL LUMBER & HARDWARE	MATERIALS	18.35		2615	8/19/13
10-18-5425	SENTINEL LUMBER & HARDWARE	SUPPLIES	8.95	27.30	2645	9/05/13
10-18-5605	MFA Agri Services	WEED KILLER	143.25	143.25	2607	8/19/13
10-18-5610	BANKCARD CENTER	ADVERTISING, RADIO, PARTS FOR	160.50	160.50	2621	8/29/13
10-18-5610	CITY OF COLUMBIA	LANDFILL	85.50	85.50	2598	8/19/13
10-18-5610	Lowe's Business Account	SAW, BATTERY, WHITE PAINT	191.65	191.65	2604	8/19/13
10-18-5628	FROST ELECTRIC SUPPLY COMPANY	BIT,BREAKER	517.43	517.43	2601	8/19/13
10-18-5628	MFA Agri Services	CHEMICALS FOR PARK POND	47.85	47.85	2607	8/19/13
10-18-5628	SENTINEL LUMBER & HARDWARE	GRASSSEED, LUMBER,OIL,RAKE	47.68	47.68	2615	8/19/13
10-18-5950	BERRY GOOD TENT RENTALS	FALL FESTIVAL BEER TENT RENT	745.00	745.00	2631	9/05/13
10-18-5950	BOONE COUNTY JOURNAL	FALL FESTIVAL INSERT	175.00	175.00	2594	8/19/13
10-18-5950	CASH	FALL FESTIVAL PRIZE MONEY	2,030.00	2,030.00	2635	9/05/13
10-18-5950	RORY DUNHAM	FALL FESTIVAL KARAOKE	300.00	300.00	2644	9/05/13
10-18-5950	Witt Print Shop	FALL FESTIVAL POSTERS	37.50	37.50	2647	9/05/13
10-18-5950	WORLD CLASS SIGNS	FALL FEST DECALS	30.50	30.50	2627	8/29/13
15-16-5448	JEFFREY R. KAYS	CITY PROSECUTORS FEE	833.33	833.33	2602	8/19/13
15-16-5450	MO. DEPARTMENT OF REVENUE	COURT AUTOMATED AUGUST 2013	105.00	105.00	2639	9/05/13
15-16-5452	MO. DEPT. OF REVENUE	STATE CLERKS AUGUST 2013	180.00	180.00	2641	9/05/13
15-16-5454	NICOLE GALLOWAY	COUNTY CLERK AUGUST 2013	45.00	45.00	2638	9/05/13
15-16-5456	MO. DEPARTMENT OF REVENUE	CRIME VICTIMS COMPENSATION	106.95	106.95	2640	9/05/13
15-16-5458	BUDGET DIRECTOR	AUGUST 2013	15.00	15.00	2634	9/05/13
20-02-2001	United States Treasure	FED/FICA TAX	212.47		9126525	8/23/13
20-02-2001	United States Treasure	FED/FICA TAX	212.47		9126529	9/06/13
20-02-2002	United States Treasure	FED/FICA TAX	469.56		9126525	8/23/13
20-02-2002	United States Treasure	FED/FICA TAX	396.02	1,290.52	9126529	9/06/13
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	80.00		24226	8/23/13
20-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	72.00	152.00	24226	8/23/13
20-02-2010	Missouri Local Government	Lagers - Reg.	262.00		24227	8/23/13
20-02-2010	Missouri Local Government	Lagers - Reg.	262.00	524.00	24227	8/23/13
20-02-2012	AFLAC	HEALTH INSURANCE	83.33	83.33	2593	8/19/13
20-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	42.40	42.40	2616	8/21/13
20-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	1,148.12	1,148.12	2600	8/19/13
20-20-5240	MFA Oil Company	FUEL JULY 2013	804.04	804.04	2608	8/19/13
20-20-5240	SENTINEL LUMBER & HARDWARE	SUPPLIES	6.09	6.09	2645	9/05/13
20-20-5305	AMERENUE	UTILITIES	7,205.98		2619	8/29/13
20-20-5305	AMERENUE	UTILITIES	115.32	7,321.30	2619	8/29/13
20-20-5305	BOONE ELECTRIC COOPERATIVE	UTILITIES	846.49	846.49	2595	8/19/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
20-20-5360	AT&T MOBILITY	CELL PHONES	38.57	38.57	2630	9/05/13
20-20-5410	SENTINEL LUMBER & HARDWARE	REPAIRS	175.49		2615	8/19/13
20-20-5410	SENTINEL LUMBER & HARDWARE	SUPPLIES	5.96	181.45	2645	9/05/13
20-20-5410	TRI-STATE CONSTRUCTION EQUIP.	TRACKS FOR JD SKID LOADER	2,631.98	2,631.98	2646	9/05/13
20-20-5415	SENTINEL LUMBER & HARDWARE	SUPPLIES	1.48	1.48	2645	9/05/13
20-20-5420	Main Street Car Wash	CAR WASH TOKENS	25.00	25.00	2606	8/19/13
20-20-5425	MFA Oil Company	FUEL JULY 2013	6.02	6.02	2608	8/19/13
20-20-5425	O'REILLY AUTOMOTIVE STORES,INC	MOTOROIL,FILTERS, AIR, OIL	215.88	215.88	2612	8/19/13
20-20-5603	APAC - MISSOURI, INC.	ASPHALT	546.63	546.63	2628	9/05/13
20-20-5603	CENTRAL CONCRETE COMPANY	CONCRETE MARTHA CRUMP,KATER LN	1,159.85	1,159.85	2597	8/19/13
20-20-5603	RI-MOR TOP SOIL	TOP SOIL	55.15	55.15	2613	8/19/13
20-20-5604	BOONE QUARRIES	STOCK PILE AT SHED	1,715.90	1,715.90	2596	8/19/13
20-20-5604	SENTINEL LUMBER & HARDWARE	GRASSSEED, LUMBER,OIL,RAKE	221.48	221.48	2615	8/19/13
20-20-5605	FROST ELECTRIC SUPPLY COMPANY	BIT,BREAKER	32.75	32.75	2601	8/19/13
20-20-5605	Mid-American Research Chemical	WHITE MARKING PAINT	543.80	543.80	2609	8/19/13
20-20-5605	SENTINEL LUMBER & HARDWARE	MATERIALS	53.56		2615	8/19/13
20-20-5610	SENTINEL LUMBER & HARDWARE	SUPPLIES	49.78	103.34	2645	9/05/13
20-20-5628	BOONE QUARRIES	GRAVEL	265.20	265.20	2633	9/05/13
20-20-5629	SENTINEL LUMBER & HARDWARE	STORMWATER MATERIALS	65.50	65.50	2615	8/19/13
20-20-5813	JOHN DEERE FINANCIAL	PAYMENT EXCAVATOR	22,238.58	22,238.58	2603	8/19/13
20-20-5835	PERSONALIZED COMPUTERS	MONTHLY COMPUTER MAINTENANCE	56.00	56.00	2642	9/05/13
45-02-2001	United States Treasure	FED/FICA TAX	697.75		9126525	8/23/13
45-02-2001	United States Treasure	FED/FICA TAX	632.28		9126529	9/06/13
45-02-2002	United States Treasure	FED/FICA TAX	1,303.46		9126525	8/23/13
45-02-2002	United States Treasure	FED/FICA TAX	1,164.44	3,797.93	9126529	9/06/13
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAXES	254.00		24226	8/23/13
45-02-2003	MO. DEPARTMENT OF REVENUE	STATE TAX	245.00	499.00	24226	8/23/13
45-02-2010	Missouri Local Government	Lagers - Reg.	662.00		24227	8/23/13
45-02-2010	Missouri Local Government	Lagers - Reg.	666.92	1,328.92	24227	8/23/13
45-02-2012	AFLAC	HEALTH INSURANCE	85.11	85.11	24196	8/19/13
45-02-2012	ANTHEM BLUE CROSS BLUE SHIELD	HEALTH INS PREMIUM	139.17	139.17	24216	8/21/13
45-02-2012	COVENTRY HEALTH CARE OF MO.	HEALTH INSURANCE	2,458.30	2,458.30	24202	8/19/13
45-02-2012	MADISON NATIONAL LIFE	DENTAL INSURANCE	26.71	26.71	24207	8/19/13
45-02-2014	COLBY BRANCH	HSA	95.08		9126527	8/23/13
45-02-2014	COLBY BRANCH	HSA	95.08	190.16	9126531	9/06/13
45-02-2014	WADE MIDDAUGH	HSA	95.08		9126526	8/23/13
45-02-2014	WADE MIDDAUGH	HSA	95.08	190.16	9126530	9/06/13
45-30-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	1,345.44	1,345.44	24199	8/19/13
45-30-5315	AMERENUE	UTILITIES	2,455.18	2,455.18	24229	8/29/13
45-30-5360	AT&T MOBILITY	CELL PHONES	100.68	100.68	24239	9/05/13
45-30-5628	Lowe's Business Account	SAW, BATTERY, WHITE PAINT	107.46	107.46	24206	8/19/13
45-30-5628	SENTINEL LUMBER & HARDWARE	MATERIALS	22.08	22.08	24213	8/19/13
45-30-5835	PERSONALIZED COMPUTERS	MONTHLY COMPUTER MAINTENANCE	56.00	56.00	24244	9/05/13
45-35-5240	BOONE COUNTY JOURNAL	TRASH CHANGE AD	26.50	26.50	24198	8/19/13
45-35-5900	ALLIED WASTE SERVICES #035	MONTHLY RECYCLING	433.00	433.00	24228	8/29/13
45-35-5910	CLEAN CUT SERVICES	MONTHLY YARD WASTE FEE	1,345.83	1,345.83	24232	8/29/13
45-35-5920	ALLIED WASTE SERVICES #035	AUGUST 2013	20,092.07	20,092.07	24236	9/05/13
45-40-5110	Orscheln Farm & Home LLC	JEANS, MAT	35.97	35.97	24243	9/05/13
45-40-5240	JIM & SHARON LAUGLIN	REIMBURSEMENT SEWER TREATMENT	1,550.00	1,550.00	24218	8/21/13
45-40-5310	BOONE ELECTRIC COOPERATIVE	UTILITIES	517.52		24199	8/19/13
45-40-5311	BOONE ELECTRIC COOPERATIVE	ANGEL LANE	21.27	538.79	24199	8/19/13
45-40-5315	AMERENUE	UTILITIES	60.77		24229	8/29/13
45-40-5325	AMERENUE	UTILITIES	2,822.49		24229	8/29/13
45-40-5330	AMERENUE	UTILITIES	42.39		24229	8/29/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
45-40-5335	AMERENUE	UTILITIES	237.61		24229	8/29/13
45-40-5340	AMERENUE	UTILITIES	68.35		24229	8/29/13
45-40-5345	AMERENUE	UTILITIES	37.50		24229	8/29/13
45-40-5350	AMERENUE	UTILITIES	83.32	3,352.43	24229	8/29/13
45-40-5355	JAMES FENCING	SALINDA LIFT STATION FENCE	3,000.00	3,000.00	24204	8/19/13
45-40-5415	Orscheln Farm & Home LLC	MAT	79.98	79.98	24243	9/05/13
45-40-5420	Main Street Car Wash	CAR WASH TOKENS	50.00	50.00	24208	8/19/13
45-40-5420	O'REILLY AUTOMOTIVE STORES,INC	MOTOROIL,FILTERS, AIR, OIL	67.08	67.08	24210	8/19/13
45-40-5425	CASEY'S GENERAL STORE, INC.	FUEL JULY 2013	517.26	517.26	24200	8/19/13
45-40-5425	MFA Oil Company	FUEL JULY 2013	100.24	100.24	24209	8/19/13
45-40-5603	RI-MOR TOP SOIL	TOP SOIL	55.13	55.13	24211	8/19/13
45-40-5605	SENTINEL LUMBER & HARDWARE	SUPPLIES	70.75	70.75	24247	9/05/13
45-40-5618	Knapheide Truck Equipment	NEW TRUCK BED	6,335.00	6,335.00	24205	8/19/13
45-40-5618	TITAN DISTRIBUTORS	GREASE AWAY DEGREASER	2,794.00	2,794.00	24214	8/19/13
45-40-5670	QUILL CORPORATION	SPEAKERS	29.99	29.99	24235	8/29/13
45-40-5813	COLUMBIA WELDING & MACHINE CO.	RENTAL	15.50	15.50	24201	8/19/13
45-40-5815	BANKCARD CENTER	ADVERTISING, RADIO, PARTS FOR	47.98	47.98	24231	8/29/13
45-40-5835	Allstate Consultants	WASTEWATER TREATMENT FACILITY	7,467.50	7,467.50	24197	8/19/13
45-40-5835	PERSONALIZED COMPUTERS	MONTHLY COMPUTER MAINTENANCE	56.00	56.00	24244	9/05/13
45-45-5315	AMERENUE	UTILITIES	60.76	60.76	24229	8/29/13
45-45-5360	AT&T MOBILITY	CELL PHONES	19.46	19.46	24239	9/05/13
45-45-5420	O'REILLY AUTOMOTIVE STORES,INC	MOTOROIL,FILTERS, AIR, OIL	70.56	70.56	24210	8/19/13
45-45-5600	MISSOURI ONE CALL SYSTEM, INC.	58 LOCATES AUGUST 2013	75.40	75.40	24242	9/05/13
45-45-5603	RI-MOR TOP SOIL	TOP SOIL	55.13	55.13	24211	8/19/13
45-45-5625	HD SUPPLY WATERWORKS,LTD	WATER PITS,RINGS, LIDS	3,594.64	3,594.64	24203	8/19/13
45-45-5625	SCHULTE SUPPLY, INC	WATER METERS	2,382.00		24212	8/19/13
45-45-5625	SCHULTE SUPPLY, INC	WATER METERS & ANTENNAS	3,132.00	5,514.00	24246	9/05/13
45-45-5628	APAC - MISSOURI, INC.	ASPHALT	408.95	408.95	24237	9/05/13
45-45-5628	HD SUPPLY WATERWORKS,LTD	PARTS FOR WATER METERS	1,845.50	1,845.50	24241	9/05/13
45-45-5628	Lowe's Business Account	SAW, BATTERY, WHITE PAINT	200.58	200.58	24206	8/19/13
45-45-5628	SENTINEL LUMBER & HARDWARE	GRASSSEED, LUMBER,OIL,RAKE	63.99		24213	8/19/13
45-45-5628	SENTINEL LUMBER & HARDWARE	SUPPLIES	36.60	100.59	24247	9/05/13
45-45-5628	WATER & SEWER SUPPLY, INC.	WATER MAIN REPAIRS	1,341.71	1,341.71	24215	8/19/13
45-50-5305	CHARTER COMMUNICATIONS	CITY HALL INTERNET SERVICE	18.33	18.33	24240	9/05/13
45-50-5360	AT & T	LONG DISTANCE	34.06	34.06	24238	9/05/13
45-50-5380	AUSTIN COFFEE SERVICE	COFFEE	14.10	14.10	24230	8/29/13
45-50-5380	BANKCARD CENTER	ADVERTISING, RADIO, PARTS FOR	2.00	2.00	24231	8/29/13
45-50-5380	RICOH USA, INC	CANON IR3030	18.90	18.90	24233	8/29/13
45-50-5670	QUILL CORPORATION	STAMP, INK	51.03		24235	8/29/13
45-50-5670	QUILL CORPORATION	BATTERIES	8.00		24235	8/29/13
45-50-5670	QUILL CORPORATION	TONER	31.25	90.28	24245	9/05/13
45-50-5670	Witt Print Shop	UTILITY BILLS	476.12	476.12	24248	9/05/13
45-50-5835	PERSONALIZED COMPUTERS	MONTHLY COMPUTER MAINTENANCE	56.00	56.00	24244	9/05/13
45-55-5120	G F O A OF MISSOURI	GOVERNMENT FINANCE MEMBERSHIP	25.00	25.00	24217	8/21/13
45-55-5225	Mo. Dept. of Natural Resources	MONTHLY PRIMACY FEE	394.15	394.15	24234	8/29/13
45-55-5510	UMB BANK, N.A.	SERIES 2008A	13,750.00		9126533	8/30/13
45-55-5515	UMB BANK, N.A.	SERIES 2008A	3,953.13	17,703.13	9126533	8/30/13
45-55-5530	UMB BANK, N.A.	SERIES 2007A	3,750.00		9126532	8/23/13
45-55-5535	UMB BANK, N.A.	SERIES 2007A	821.38	4,571.38	9126532	8/23/13
45-55-5638	BANKCARD CENTER	ADVERTISING, RADIO, PARTS FOR	667.97	667.97	24231	8/29/13

GL ACCT #	VENDOR NAME	REFERENCE	INVOICE AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
		TOTAL ACCOUNTS PAYABLE CHECKS		163,601.07		
	PAYROLL CHECKS					
		10 GENERAL		7,080.26		
		20 STREET		2,444.78		
		45 UTILITIES		6,658.09		
		PAYROLL CHECKS ON 8/23/2013		16,183.13		
		10 GENERAL		8,810.48		
		20 STREET		2,001.05		
		45 UTILITIES		5,885.56		
		PAYROLL CHECKS ON 9/06/2013		16,697.09		
		TOTAL PAYROLL CHECKS		32,880.22		
	***** REPORT TOTAL *****			196,481.29		

FUND	FUND NAME	AMOUNT	TOTAL	CHECK#	DATE
	GENERAL		37,661.68		
	COURT FUND		1,285.28		
	STREET		46,768.68		
	UTILITIES		110,765.65		

LOCAL SALES TAX					
10-10-4010					
	FY2012	FY2013	FY2014	CHANGE OVER FY 2012	CHANGE OVER FY 2013
MAY	$12,799.23	$18,299.34	$19,885.93	$7,086.70	$1,586.59
JUNE	$30,554.27	$28,499.62	$36,083.88	$5,529.61	$7,584.26
JULY	$28,033.98	$30,920.91	$38,422.30	$10,388.32	$7,501.39
AUGUST	$18,853.10	$13,209.73	$15,324.69	($3,528.41)	$2,114.96
SEPTEMBER	$32,681.81	$42,748.62	$41,000.32	$8,318.51	$1,748.30
OCTOBER	$21,390.75	$26,763.73			
NOVEMBER	$19,228.43	$13,143.42			
DECEMBER	$23,385.42	$33,410.97			
JANUARY	$29,312.31	$26,884.03			
FEBRUARY	$9,325.27	$21,658.59			
MARCH	$33,449.47	$33,232.77			
APRIL	$25,146.06	$30,151.92			
YEARLY TOTAL	$122,922.39	$133,678.22	$150,717.12	$27,794.73	$17,038.90
COLLECTED YTD	$284,160.10	$318,923.65	$150,717.12	$27,794.73	$17,038.90
FY2013	Budgeted	$270,000.00		RECEIVED	$318,923.65
FY2012	Budgeted	$262,000.00		RECEIVED	$284,160.10
FY 2011	Budgeted	$265,000.00		RECEIVED	$274,466.86
FY 2010	Budgeted	$265,000.00		RECEIVED	$262,554.35
FY 2009	Budgeted	$260,000.00		RECEIVED	$275,731.28
FY 2008	Budgeted	$250,000.00		RECEIVED	$292,597.30
FY 2007	Budgeted	$250,000.00		RECEIVED	$270,382.92
FY 2006	Budgeted	$250,000.00		RECEIVED	$276,155.99

CAPITAL SALES TAX					
50-51-4390					
	FY2012	FY2013	FY2014	CHANGE OVER FY 2012	CHANGE OVER FY2013
MAY	$5,799.48	$8,514.50	$9,299.07	$3,499.59	$784.57
JUNE	$13,609.68	$12,770.76	$15,736.69	$2,127.01	$2,965.93
JULY	$ 13,225.89	$14,803.74	$18,378.40	$5,152.51	$3,574.66
AUGUST	$8,815.99	$5,915.73	$7,002.09	($1,813.90)	$1,086.36
SEPTEMBER	$14,377.24	$19,095.47	$18,403.76	$4,026.52	$691.71
OCTOBER	$9,424.45	$12,079.76			
NOVEMBER	$9,047.36	$5,787.22			
DECEMBER	$10,154.07	$15,100.76			
JANUARY	$13,740.74	$12,625.70			
FEBRUARY	$4,053.25	$10,172.29			
MARCH	$14,385.33	$14,230.89			
APRIL	$11,316.34	$13,737.80			
YEARLY TOTAL	$55,828.28	$61,100.20	$68,820.01	$12,991.73	$7,719.81
COLLECTED YTD	$127,949.82	$144,834.62	$68,820.01	$12,991.73	$7,719.81
FY2013	Budgeted	$122,135.84		RECEIVED	$144,834.62
FY2012	Budgeted	$120,000.00		RECEIVED	$127,949.82
FY 2011	Budgeted	$120,000.00		RECEIVED	$123,696.56
FY 2010	Budgeted	$130,000.00		RECEIVED	$118,675.31
FY 2009	Budgeted	$130,000.00		RECEIVED	$125,443.91

CITY	BALANCE	ACCOUNT #	TYPE
UNRESTRICTED FUNDS			
General Reserve Fund-Mainstreet	83,000.00	257	CD
General Reserve Fund-Mainstreet	82,000.00	90	CD
General Reserve Fund- Mainstreet	80,000.00	11968	CD
Checking	88,783.08		
TOTAL CITY UNRESTRICTED FUNDS	**333,783.08**		
RESTRICTED RESERVES			
Capital Fund Current	(101,906.84)		
Capital Fund FY13	85,560.84		
Capital Fund Previous Years Received FY12	127,949.82		
Street Reserve Fund-Landmark	100,000.00	76093	CD
TOTAL CITY RESTRICTED FUNDS	**313,510.66**		

UTILITIES			
UNRESTRICTED FUNDS			
Checking	1,669,789.95	1129651	
TOTAL UTILITIES UNRESTRICTED FUNDS	**1,669,789.95**		
RESTRICTED RESERVES			
Combined Debt Service	107,219.04		
Sewer Debt Service Investments-Mainstreet	30,000.00	11818	CD
Water Reserve Fund-Commerce	65,000.00	6220598046	CD
Sewer reserve Fund-Region	65,000.00	89399013	CD
TOTAL UTILITIES RESTRICTED FUNDS	**267,219.04**		

August 31, 2013

CITY OF ASHLAND, MISSOURI

ORDINANCE NO. _____

PASSED SEPTEMBER 17, 2013

AUTHORIZING

$409,000

COMBINED WATERWORKS AND SEWERAGE SYSTEM
REFUNDING REVENUE BONDS
SERIES 2013

ORDINANCE

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BILL NO. _____ ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $409,000 PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2013, OF THE CITY OF ASHLAND, MISSOURI; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO; AND ADOPTING A TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE.

---

1. The City of Ashland City, Missouri (the "City"), is a fourth class city and political subdivision duly organized and existing under the laws of the State of Missouri, and pursuant to Chapter 250 of the Revised Statutes of Missouri, as amended (the "Act"), owns and operates a revenue producing combined waterworks system and sewerage system serving the City and its inhabitants and others within its service area (the "System," as hereinafter more fully defined).

2. The City has outstanding the following series of revenue bonds payable out of the revenues derived from the operation of the System:

Series of Bonds	Date of Bonds	Amount Outstanding
Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 (the "Series 2002 Bonds")	4/08/2002	$209,000
Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 (the "Series 2006 Bonds")	2/01/2006	490,000
Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2007 (the "Series 2007 Bonds")	5/01/2007	775,000
Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2008 (the "Series 2008 Bonds")	10/30/2008	1,020,000

3. The City desires to refund the outstanding principal amount of the Series 2006 Bonds (the "Refunded Bonds") and is authorized under the provisions of Section 108.140(2) (the "Refunding Law"), to issue and sell refunding revenue bonds for the purpose of refunding, in whole or in part, its valid outstanding revenue bonds, which refunding revenue bonds may be payable from the same sources as were pledged to the payment of the bonds refunded.

4. The City does not have outstanding any bonds or other obligations payable from the revenues derived from the operation of the System other than the Bonds, the Refunded Bonds, the Series 2002 Bonds, the Series 2007 Bonds and the Series 2008 Bonds.

5. It is hereby found and determined that it is necessary and advisable and in the best interest and will promote the general health and welfare of the City and of its inhabitants at this time to authorize

the issuance and delivery of revenue bonds pursuant to the Refunding Law and the Act as herein provided to provide funds for such purpose.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

"Act" means Chapter 250 of the Revised Statutes of Missouri, as amended.

"Arbitrage Instructions" means the arbitrage investment and rebate instructions included in the City's Federal Tax Certificate related to the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

"Bond Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

"Bond Purchase Agreement" means the Bond Purchase Agreement relating to the Bonds executed by the City and the Purchaser.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept by the Paying Agent.

"Bondowner", "Owner", "Bondholder" or **"Registered Owner"** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

"Bonds" means the City's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2013 authorized and issued pursuant to this Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Cede & Co." means Cede & Co., as nominee name of Securities Depository and any successor nominee of the Securities Depository with respect to the Bonds.

"City" means the City of Ashland, Missouri, and any successors or assigns.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Consultant" means an independent engineer or engineering firm or an independent accountant or accounting firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

"Costs of Issuance Fund" means the fund by that name created by **Section 501** hereof.

"Debt Service Fund" means the fund by that name created by **Section 501** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and net interest or interest-like payments on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and net interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or net interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company qualified to do business in the State of Missouri and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) Cash.

(b) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGS").

(c) Direct obligations of the Treasury which have been stripped by the Treasury itself.

(d) The interest component of Resolution Funding Corporation (REFCORP) strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form.

(e) Pre-refunded municipal bonds rated in the highest rating category by a nationally recognized rating service, pre-refunded with cash, direct U.S. obligations or obligations guaranteed by the U.S. as to full and timely payment.

"Escrow Agent" means UMB Bank, N.A., Kansas City, Missouri, and any successors or assigns.

"Escrow Agreement" means the Escrow Letter of Instructions from the City to the Escrow Agent related to the refunding of the Refunded Bonds.

"Escrow Fund" means the fund by that name referred to in **Section 501** hereof.

"Escrowed Securities" means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

"Expenses" means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest or interest-like payments on System Revenue Bonds or other borrowed money and depreciation and amortization charges

during the period of determination), determined in accordance with accounting principles generally accepted in the United States of America, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, properly allocable reimbursement to the City's General Fund for general administrative expenses applicable to the System, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the City not related to the operation of the System.

"Insurance Consultant" means an individual or firm selected by the City qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

"Net Revenues Available for Debt Service" means, for the period of determination, all Revenues less all Expenses.

"Ordinance" means this Ordinance as from time to time amended in accordance with the terms hereof.

"Purchaser" means D.A. Davidson & Co., the original purchaser of the Bonds.

"Outstanding" means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1101** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

"Parity Bonds" means the Series 2002 Bonds, the Series 2007 Bonds, the Series 2008 Bonds and any additional parity bonds or other long-term obligations payable out of the net income and revenues of the System hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Parity Bonds with respect to the payment of principal and interest out of the net income and Revenues of the System, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

"Parity Ordinances" means the ordinances under which any Parity Bonds are issued.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means UMB Bank, N.A., Kansas City, Missouri, and any successors and assigns serving as paying agent hereunder.

"Permitted Investments" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds referred to in **Section 501** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d) above, inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds (1) that invest in Government Obligations or that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940, and (2) that are rated in either of the two highest categories by a nationally recognized rating service; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

"Person" means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Record Date" for the interest payable on any Interest Payment Date means the **1st** day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means the outstanding principal amount of the Series 2006 Bonds, which is being refunded pursuant to this Ordinance.

"Refunding Law" means Section 108.140(2) of the Revised Statutes of Missouri, as amended.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 209(b)** hereof.

"Revenue Fund" means the fund by that name created by **Section 501** hereof.

"Revenues" means all income and revenues derived from the operation of the System, determined in accordance with accounting principles generally accepted in the United States of America, including investment and rental income, net proceeds from business interruption insurance, moneys appropriated on an annual basis for deposit in the Revenue Fund or which are limited solely to the payment of debt service on System Revenue Bonds or Expenses of the System and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Series 2002 Bonds" means the City's Combined Waterworks and Sewerage System Revenue Bonds, Series 2002.

"Series 2006 Bonds" means the City's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006.

"Series 2006 Ordinance" means the Ordinance of the City authorizing the issuance of the Series 2006 Bonds.

"Series 2007 Bonds" means the City's Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2007.

"Series 2008 Bonds" means the City's Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2008.

"Special Record Date" means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"System" means the entire combined waterworks plant and system and sewerage plant and system owned and operated by the City for the production, storage, treatment and distribution of water, and for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

"System Revenue Bonds" means collectively the Bonds, the Parity Bonds and all other revenue bonds or other obligations which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the System.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, and such obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is authorized and directed to issue a series of bonds of the City, designated "Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2013", in the principal amount of $409,000 (the "Bonds"), for the purpose of providing funds, together with other available funds of the City, to refund the Refunded Bonds and pay costs related to the issuance of the Bonds and the refunding of the Refunded Bonds, as provided in this Ordinance.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from **R-1** upward, in denominations of **$1,000** or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. The Bonds shall be dated their date of delivery, shall be due and payable on the dates and in the amounts (subject to redemption prior to stated maturity as provided in **Article III** hereof), and shall bear interest at the rates per annum, as follows:

Term Bonds

Stated Maturity August 15	Principal Amount	Annual Rate of Interest
2020	$409,000	2.50%

The Bonds shall bear interest at the above-specified rates (computed on the basis of a **360**-day year of **12 30**-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 in each year, beginning on February 15, 2014.

Section 203. Designation of Paying Agent. UMB Bank, N.A., in Kansas City, Missouri, is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (herein called the "Paying Agent").

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice of the appointment of the successor paying agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Each Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority and has a reported capital and surplus of not less than $25,000,000.

The Paying Agent shall be paid its fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or in the case of an interest payment to any Registered Owner of **$100,000** or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by the Owner given to the Paying Agent by such Registered Owner not less than **5** days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least **30** days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds,

the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than **15** nor less than **10** days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than **10** days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall at least annually, upon the written request of the City, forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of **15** days next preceding the first mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of **10%** or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Authentication and Delivery of Bonds. The Mayor of the City and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to, or upon the order of, the Purchaser, upon payment to or for the benefit of the City of the purchase price of the Bonds.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the

Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names and addresses of, and principal amounts held by, the beneficial owners of the Bonds. The cost of printing, paying and transferring Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Bond Purchase Agreement. The City is authorized to enter into the Bond Purchase Agreement between the City and the Purchaser, in substantially the form on file in the records of the City and attached hereto as **Exhibit B**. The Mayor is authorized to execute the Bond Purchase Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the execution of the Bond Purchase Agreement, upon payment therefor in accordance with the terms of sale.

Section 211. Tax-Exempt Financing Compliance Procedure. To promote compliance with the ongoing requirements of federal tax and securities laws and regulations related to the Bonds and other currently outstanding and future tax-exempt obligations of the City, the City hereby adopts the Tax-Exempt Financing Compliance Procedure, attached hereto as **Exhibit C**, as its official policy and procedure with respect to all tax-exempt obligations issued by the City.

Section 212. Continuing Disclosure. Within 180 days of the end of each fiscal year of the City, the City shall provide its audited financial statements for such fiscal year, including the audit of the System described in **Section 808** hereof, to the Paying Agent with instructions to file such audit on the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the Municipal Securities Rulemaking Board, or otherwise cause the audit to be so filed. In the event of a failure to comply with this Section, the Paying Agent, the Purchaser or any Bondowner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligation under this Section. A failure to comply with this Section shall not be deemed an event of default under this Ordinance and the sole remedy for any such failure shall be an action to compel performance.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption of Bonds.

(a) *Optional Redemption.* At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part on August 15, 2017, or on any date thereafter, at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds maturing in the year 2020 (the "Term Bonds") will be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on August 15 in each year, the following principal amounts of such Term Bonds:

Term Bonds Maturing August 15, 2020

Year	Principal Amount
2014	$53,000
2015	56,000
2016	55,000
2017	59,000
2018	63,000
2019	62,000
2020	* 61,000

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Bonds of the same Stated Maturity in chronological order, and the principal amount of Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on behalf of the City not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of $1,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the

Paying Agent in $1,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than $1,000 are then Outstanding, then for all purposes in connection with such redemption each $1,000 of face value shall be treated as though it were a separate Bond of the denomination of $1,000. If it is determined that one or more, but not all, of the $1,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such $1,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and any accrued interest to the Redemption Date of such $1,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $1,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in

accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for Bonds. The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues derived from the operation of the System, after providing for the costs of operation and maintenance thereof, including operating income, investment income, gifts, bequests, contributions, grants and other moneys made available to the City with respect to the System from sources other than funds raised by taxation. The City hereby pledges said net income and revenues to the payment of the principal of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the City, nor shall they

constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest.

The covenants and agreements of the City contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on parity and be equally and ratably secured with respect to the payment of principal and interest from the net income and revenues derived from the operation of the System and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Bonds.

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Establishment of Funds. There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds to be known respectively as the:

(a) Combined Waterworks System Revenue Fund (the "Revenue Fund").

(b) Debt Service Fund for the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2013 (the "Debt Service Fund").

(c) Costs of Issuance Fund for the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2013 (the "Costs of Issuance Fund").

In addition to the funds described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

The funds referred to in paragraphs (a), (b) and (c) of this Section shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance and in the Parity Ordinances so long as any of the Bonds or Parity Bonds remain Outstanding within the meaning of this Ordinance and the Parity Ordinances. The Escrow Fund shall be maintained and administered by the Escrow Agent as provided in this Ordinance and in the Escrow Agreement.

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other moneys of the City, shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) The accrued interest on the Bonds, if any, shall be deposited in the Debt Service Fund and applied in accordance with **Section 602(b)** hereof.

(b) From the proceeds of the Bonds, and from other available funds of the City, an amount sufficient for the payment of the principal of, redemption premium, and interest on the

Refunded Bonds shall be paid and transferred to the Escrow Agent for deposit in the Escrow Fund, to be applied in accordance with **Section 503** hereof.

(c) The remaining balance from the proceeds of the Bonds shall be deposited in the Costs of Issuance Fund and used to pay the costs of issuing the Bonds and the incidental costs associated with the refunding of the Refunded Bonds. Any amount remaining in the Costs of Issuance Fund on February 1, 2014, shall be transferred to the Debt Service Fund.

Section 503. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities (if available and economically beneficial to the City) and/or establish a cash balance in accordance with the Escrow Agreement. Except as otherwise provided in the Escrow Agreement, the cash and/or Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely to the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the ordinance related to the Refunded Bonds and the Escrow Agreement.

Section 504. Redemption of Refunded Bonds. The outstanding Refunded Bonds are hereby called for redemption and payment prior to maturity as soon as practicable after the issuance of the Bonds. The Refunded Bonds shall be redeemed at the office of the paying agent for said bonds, on the redemption date by the payment of the principal thereof, together with the redemption premium and accrued interest thereon to the redemption date. In accordance with the requirements of the Series 2006 Ordinance, the City Clerk is hereby directed to cause notice of the call for redemption and payment of said Series 2006 Bonds to be given in the manner provided in the Series 2006 Ordinance. The officers of the City and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

ARTICLE VI

APPLICATION OF REVENUES

Section 601. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund unless otherwise specifically provided by this Ordinance and the Parity Ordinances. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and the Parity Ordinances.

Section 602. Application of Moneys in Funds. The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) There shall first be paid and credited an amount sufficient to pay the estimated cost of operating and maintaining the System during the ensuing month.

(b) *Debt Service Fund.* There shall next be paid and credited monthly to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter to and including February 1, 2014, an equal pro rata portion of the amount of interest becoming due on the Bonds on February 15, 2014; and thereafter, beginning on March 1, 2014, and continuing on the first day of each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than 1/6 of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter to and including August 1, 2014, an equal pro rata portion of the amount of principal becoming due on the Bonds on August 15, 2014, and thereafter, beginning on September 1, 2014, and continuing on the first day of each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than 1/12 of the amount of principal that will become due on the Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this Section shall be made at the same time and on parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

Any amounts deposited in the Debt Service Fund as accrued interest in accordance with **Section 502** hereof shall be credited against the City's payment obligations as set forth in subsection (b)(1) of this Section.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the interest on and principal of the Bonds as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and to the debt service funds established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service funds.

(c) After all payments and credits required at the time to be made under the provisions of paragraphs (a) and (b) of this Section and the applicable provisions of the Parity Ordinances (including payments to any debt service reserve funds and/or depreciation and replacement funds) relating to any outstanding Parity Bonds have been made, all moneys remaining in the Revenue Fund may be expended and used for the following purposes as determined by the governing body of the City:

(1) Paying the cost of the operation, maintenance and repair of the System to the extent that may be necessary after the application of the moneys under the provisions of paragraph (a) of this Section;

(2) Paying the cost of extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in the debt service funds or debt service reserve funds for System Revenue Bonds or any

depreciation and replacement fund, or any one of them, said payments made to prevent default to be made in the order prescribed in this **Section 602** of this Ordinance or in the applicable sections of ordinances authorizing System Revenue Bonds, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the City for the payment of any additional System Revenue Bonds;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the Bonds or any System Revenue Bonds, including principal, interest and redemption premium, if any; or

(5) Any other lawful purpose in connection with the operation of the System and benefiting the System.

(d) *Deficiency of Payments into Funds.* If at any time the Revenues derived from the operation of the System are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues thereafter received from the operation of the System, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The financed officer of the City is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Revenue Fund as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent,

and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposit and Investment of Moneys.

(a) Moneys in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions qualified to do business in in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks or financial institutions holding such deposits as provided by the laws of the State of Missouri.

(b) Money held in any fund or account referred to in this Ordinance other than the Escrow Fund may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Revenue Fund.

(c) So long as any of the Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Section shall be subject to any restrictions in the Parity Ordinances with respect to the funds and accounts created or ratified by and referred to in the Parity Ordinances.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees with each of the Registered Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The City will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The City in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the City to have in each fiscal year Net Revenues Available for Debt Service not less than 110% of the Debt Service Requirements for such fiscal year on all System Revenue Bonds at the time outstanding; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for

service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance. If in any fiscal year Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the City will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Purchaser of the Bonds and shall be furnished to any Registered Owner of the Bonds requesting a copy of the same, at the cost of such Registered Owner. The City shall, to the extent feasible, follow the recommendations of the Consultant.

Section 803. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the Revenues are at any time insufficient to pay the reasonable Expenses of the System and also to pay all interest on and principal of the Bonds as and when the same become due, then the City will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all use and services furnished to the City or any of its departments by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

Section 804. Restrictions on Mortgage or Sale of System. The City will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the City may:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the City will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City;

(c) lease, (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the System. Property being leased as lessor and/or lessee pursuant to this subparagraph (c) shall not be treated as part of the System for purposes of this **Section 804** and may be mortgaged, pledged or otherwise encumbered; or

(d) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State of Missouri, or an instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on

all outstanding System Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance and all Parity Ordinances;

(2) If there remains unpaid any System Revenue Bond which bears interest that is not includable in gross income under the Code, the City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that under then existing law the consummation of such sale, lease or conveyance, or delivery of the management contract, whether or not contemplated on any date of the delivery of such System Revenue Bond, would not cause the interest payable on such System Revenue Bond to become includable in gross income under the Code;

(3) The City receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance, or the delivery of the management contract, the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Ordinance or any Parity Ordinance;

(4) Such transferee entity or management company possesses such licenses to operate the System as may be required if it is to operate the System; and

(5) The City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, as conclusive evidence that any such sale, lease, conveyance or management agreement, and any such assumption, is permitted by law and complies with the provisions of this Section.

Section 805. Insurance. The City will carry and maintain insurance with respect to the System and its operations against casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The City may elect to be self-insured for all or any part of the foregoing requirements if (i) the City annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (ii) the evaluation is to the effect that the self-insurance program is actuarially sound, and (iii) unless the evaluation states that such reserves are not necessary, the City deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may be the Paying Agent. The City shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues of the System.

Section 806. Books, Records and Accounts. The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such Revenues,

and all financial transactions in connection therewith. Said books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the System.

Section 807. Annual Budget. Prior to the commencement of each fiscal year, the City will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding fiscal year. The City Clerk, promptly upon the filing of said budget in the City Clerk's office, will mail a copy of said budget to the Purchaser of the Bonds. Said annual budget shall be prepared in accordance with the requirements of the laws of Missouri and shall contain all information that is required by such laws.

Section 808. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of the System for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the revenues of the System. Said annual audit shall cover in reasonable detail the operation of the System during such fiscal year.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser of the Bonds. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

Section 809. Right of Inspection. The Purchaser of the Bonds and any Registered Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto (except customer information that is confidential), and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Registered Owner or Owners may reasonably request.

Section 810. Tax Covenants.

(a) The City covenants that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants that (1) it will use the proceeds of the Bonds as soon as practicable for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article XI** of this Ordinance or any other provision of this Ordinance, until the final Maturity of all Bonds Outstanding.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City for the payment of moneys determined in accordance with accounting principles generally accepted in the United States of America including capital leases as defined by accounting principles generally accepted in the United States of America, payable out of the net income and revenues of the System or any part thereof which are superior to the Bonds.

Section 902. Parity Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds or other obligations payable out of the net income and revenues of the System or any part thereof which stand on a parity or equality with the Bonds ("Parity Bonds") unless the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) The City shall obtain either of the following:

(1) A certificate of an authorized official of the City to the effect that the Net Revenues Available for Debt Service derived by the City from the operation of the System for the fiscal year immediately preceding the issuance of additional bonds shall have been equal to at least 110% of the average annual Debt Service Requirements required to be paid out of said revenues in any succeeding fiscal year on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the Net Revenues Available for Debt Service for the purpose of this subsection, the City may obtain a report of a Consultant who may adjust said Net Revenues Available

for Debt Service by adding thereto, in the event the City has made any increase in rates for the use and services of the System and such increase has not been in effect during all of the fiscal year immediately preceding the issuance of additional bonds, the amount, as estimated by the Consultant, of the additional Net Revenues Available for Debt Service which would have resulted from the operation of the System during said fiscal year had such rate increase been in effect for the entire period.

(2) A report of a Consultant to the effect that the Net Revenues Available for Debt Service projected to be derived by the City from the operation of the System for the fiscal year immediately following the issuance of such additional bonds, or if improvements to the System are contemplated, for the fiscal year immediately following the fiscal year in which the improvements to the System, the cost of which is being financed by such additional bonds, are to be in commercial operation, shall be equal to at least 110% of the average annual Debt Service Requirements required to be paid out of said revenues in any succeeding fiscal year on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the projected Net Revenues Available for Debt Service for the purpose of this subsection, the Consultant may adjust said net revenues by adding thereto any estimated increase in Net Revenues Available for Debt Service resulting from any increase in rates for the use and services of the System which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the System.

Additional bonds or obligations of the City issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality of lien on and claim against the net revenues of the System with the Bonds, and the City may make equal provision for paying said bonds or obligations and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds or obligations and the interest thereon out of moneys in the Revenue Fund.

Section 903. Junior Lien Bonds and Other Obligations. Nothing in this Article contained shall prohibit or restrict the right of the City to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the revenues of the System, provided at the time of the issuance of such additional revenue bonds or obligations the City shall not be in default in the performance of any covenant or agreement contained in this Ordinance or any other ordinance relating to System Revenue Bonds (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the City shall be in default in paying either interest on or principal of the Bonds, or if the City shall be in default in making any payments required to be made by it under the provisions of paragraphs (a) and (b) of Section 602 of this Ordinance, the City shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the City, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or for paying said obligations out of moneys in the Revenue Fund.

Section 904. Refunding Bonds. The City shall have the right, without complying with the provisions of **Section 902** hereof, to refund any of the Bonds or any Parity Bonds under the provisions of

any law then available in a manner which provides present value debt service savings to the City, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds or any Parity Bonds which are not refunded, if any, upon the revenues of the System.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Acceleration of Maturity Upon Default. The City covenants and agrees that if (a) it defaults in the payment of the principal of or interest on any of the Bonds as the same become due on any Bond Payment Date, (b) the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance (with the exception of **Section 212**) or of the constitution or statutes of the State of Missouri, and such default continues for a period of 30 days after written notice specifying such default has been given to the City by the Paying Agent or the Registered Owner of any Bond then Outstanding, or (c) any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the City, and if instituted against the City, is consented to by the City or is not dismissed within 60 days, then, at any time thereafter and while such default continues, the Registered Owners of 25% in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk, declare the principal of all Bonds then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, all of said Bonds shall become and be immediately due and payable, anything in this Ordinance or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said Outstanding Bonds has been so declared to be due and payable, all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds has been paid in full and all other defaults, if any, by the City under the provisions of this Ordinance and under the provisions of the statutes of the State of Missouri have been cured, then and in every such case the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

Section 1002. Other Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 1003. Limitation on Rights of Bondowners. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the

security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 1004. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1005. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Bonds or the interest payments thereon shall have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds or interest payments so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent or other commercial bank or trust company qualified to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (1) the City shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with **Section 302** of this Ordinance. Any moneys and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

In the event of an advance refunding, the City shall cause to be delivered a verification report of an independent accountant or accounting firm verifying the sufficiency of the amounts on deposit with the Paying Agent or other escrow agent to provide for payment in full of the Bonds as provided herein.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the owners of a majority in aggregate outstanding principal amount of the Bonds, such consent to be evidenced by an instrument or instruments executed by such Bondowners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond;

(c) permit the creation of a lien on the revenues of the System prior or equal to the lien of the Bonds or Parity Bonds;

(d) permit preference or priority of any Bonds over any other Bonds; or

(e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for,

duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 1202. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of Bond attached hereto as **Exhibit A**), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 1203. Further Authority. The officers of the City, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1204. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 1205. Governing Law. This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Missouri.

Section 1206. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

[remainder of page intentionally left blank]

PASSED by the Board of Aldermen and APPROVED by the Mayor this 17th day of September, 2013.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A TO ORDINANCE

(FORM OF BONDS)

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered
No. R-_____

Registered
$_____

CITY OF ASHLAND, MISSOURI
COMBINED WATERWORKS AND SEWERAGE SYSTEM
REFUNDING REVENUE BOND
SERIES 2013

Interest Rate	Maturity Date	Dated Date of Bonds	CUSIP Number
		September __, 2013	

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT: _____ **DOLLARS**

The **CITY OF ASHLAND, MISSOURI**, a fourth class city and a political subdivision of the State of Missouri (the "City"), for value received, promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above on the maturity date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the interest rate per annum shown above (computed on the basis of a **360**-day year of **12 30**-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 in each year, beginning on February 15, 2014, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity by check or draft or upon earlier redemption to the Person in whose name this Bond is registered on the Bond Register at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of **UMB BANK, N.A.** in Kansas City, Missouri (the "Paying Agent"). The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the

Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or in the case of an interest payment to any Registered Owner of **$100,000** or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than **5** days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the revenues of the System and for the application of the same as provided in the Ordinance.

IN WITNESS WHEREOF, the **CITY OF ASHLAND, MISSOURI**, has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A.,
Paying Agent

By: _____
Authorized Signatory

CITY OF ASHLAND, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

_____
City Clerk

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of a duly authorized series of bonds of the City designated "**Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2013**," aggregating the principal amount of **$409,000** (the "Bonds"), issued by the City for the purpose of providing funds to refund the Refunded Bonds, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly Section 108.140 of the Revised Statutes of Missouri, as amended, and pursuant to an ordinance duly adopted by the governing body of the City (herein called the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part on August 15, 2017, or on any date thereafter, at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

Bonds shall be redeemed only in the principal amount of $1,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in $1,000 units of principal amount in such equitable manner as the Paying Agent may determine.

Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the net revenues derived from the operation of the System, and the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Under the conditions set forth in the Ordinance, the City has the right to issue additional parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the revenues of the System, the

nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owners thereof.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of **$1,000** or any integral multiple thereof.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

_____

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

EXHIBIT B TO ORDINANCE

BOND PURCHASE AGREEMENT

EXHIBIT C TO ORDINANCE

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

$409,000
CITY OF ASHLAND, MISSOURI
COMBINED WATERWORKS AND SEWERAGE SYSTEM
REFUNDING REVENUE BONDS
SERIES 2013

September 17, 2013

BOND PURCHASE AGREEMENT

City of Ashland, Missouri
Ashland, Missouri

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the "Purchaser"), hereby offers to purchase from the City of Ashland, Missouri (the "City") $409,000 aggregate principal amount of City of Ashland, Missouri Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2013 (the "Bonds") to be issued by the City under and pursuant to an Ordinance adopted by the Board of Aldermen of the City on September 17, 2013 (the "Bond Ordinance"). The words and terms used herein shall have the respective meanings ascribed to them in the Bond Ordinance unless some other meaning is plainly indicated.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State of Missouri, including the provisions of Section 108.140(2) and Chapter 250 of the Revised Statutes of Missouri, as amended (the "Act"). The Bonds are being issued for the purpose of providing funds, together with certain other available funds of the City, to (a) refund the Refunded Bonds, and (b) pay the costs associated with issuing the Bonds and refunding the Refunded Bonds.

The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues derived from the operation of the System, after providing for the costs of operation and maintenance thereof, including operating income, investment income, gifts, bequests, contributions, grants and other moneys made available to the City with respect to the System from sources other than funds raised by taxation. The Bonds will be secured on a parity basis with the City's outstanding Series 2002 Bonds, Series 2007 Bonds and Series 2008 Bonds. Under the Bond Ordinance, the City pledges said net income and revenues to the payment of the principal of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest.

The Bonds shall mature and shall bear interest as set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 10:00 p.m., Kansas City, Missouri time, on September 17, 2013. Upon your acceptance of the offer, the following agreement will be binding upon you and the Purchaser.

The words "Transaction Documents" when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Preliminary Offering Circular; the Offering Circular and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Offering Circular or contemplated hereby or by the Offering Circular; provided, however, that when the words "Transaction Documents" are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. ***Purchase of Bonds***. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, all (but not less than all) of the Bonds at a purchase price of $400,411 (the principal amount of the Bonds, less an underwriter's discount of $8,589).

2. ***Public Offering***. The Purchaser intends to make an initial bona fide public offering of all of the Bonds at the prices set forth in **Schedule I** attached hereto; provided, however, that the Purchaser may subsequently change such offering price or prices. The Purchaser agrees to notify the City of such changes, if such changes occur prior to Closing, but failure to so notify shall not invalidate such changes. The Purchaser may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the principal amount thereof.

On or prior to the Closing, the Purchaser will execute and deliver to the City a written certification (the "Issue Price Certificate") containing the following (1) the initial offering price and interest rate for each maturity of the Bonds; (2) a statement that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the date hereof (the "Sale Date"), and (3) a statement that on the Sale Date the Purchaser reasonably expected that at least 10% of each maturity of the Bonds would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers.

At the request of the City, the Purchaser will provide information, to the extent of the Purchaser's actual knowledge and subject to the Purchaser's privacy policies respecting the confidentiality of customer information, explaining the factual basis for the Purchaser's Issue Price Certificate. This agreement by the Purchaser to provide such information will continue to apply after the closing if (1) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission or (2) the information is required to be retained by the City pursuant to future regulation or similar guidance from the Internal Revenue Service, the Securities and Exchange Commission or other federal or state regulatory authority.

3. ***Offering Circular***. The City hereby authorizes, ratifies and confirms the Purchaser's use of the Offering Circular in connection with the sale of the Bonds.

4. ***City's Representations and Warranties***. The City hereby represents and warrants to the Purchaser that:

(a) The City is and will be at Closing a fourth class city and political subdivision of the State of Missouri created and existing under the laws of the State of Missouri, with the power and authority set forth in the Act.

(b) The City is authorized by the laws of the State of Missouri, including particularly the Act, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance and (ii) to enter into and perform its obligations under this Bond Purchase Agreement and the Bond Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by the Transaction Documents and has duly authorized and approved the execution and delivery of this Bond Purchase Agreement.

(d) The information contained in the Offering Circular with respect to the City is and, as of the date of Closing, will be correct in all material respects.

(e) Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Offering Circular; and (ii) the approval, execution, delivery and receipt by the City of the Bond Ordinance, the Bonds, this Bond Purchase Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Offering Circular.

(f) The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance provided and the Transaction Documents to which the City is a party when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(g) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Offering Circular, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Offering Circular, (iii) the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation, or (iv) the existence or powers of the City.

(h) The execution and delivery by the City of this Bond Purchase Agreement, the Bonds, the Bond Ordinance, and the other documents contemplated hereby and by the Offering Circular to be executed and delivered by the City, and compliance with the provisions thereof, and the approval of the use of the Offering Circular do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the City is or may be bound.

(i) The City agrees to reasonably cooperate with the Purchaser in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written

consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Offering Circular prior to the availability of the Offering Circular, by the Purchaser in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Purchaser. The Purchaser shall pay all expenses and costs (including registration and filing fees and legal fees of bond counsel) incurred in connection therewith.

(j) Any certificate signed by an authorized officer of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(k) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the City and the Purchaser, (ii) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Purchaser has advised or is currently advising the City on other matters) or (y) any other obligation to the City except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the City has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

5. ***Closing***. Prior to or at 12:00 noon, Kansas City, Missouri time, on September 26, 2013 or at such other time or such other date as shall have been mutually agreed upon by the City and the Purchaser (the "Closing Time"), the City will deliver, or cause to be delivered, to the Purchaser, the Bonds, in definitive form duly executed and authenticated by the Paying Agent, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Bonds by delivery to the City by electronic transfer of funds immediately available in Kansas City, Missouri in an amount equal to the purchase price.

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri as more specifically described on **Schedule II** attached hereto and made a part hereof. Such payment and delivery is herein called the "Closing." The Bonds will be delivered in denominations as set forth in the Bond Ordinance as definitive Bonds in fully registered form, and in such amounts as the Purchaser may request not less than five business days prior to the Closing, and will be made available for checking and packaging by the Purchaser at such place as the Purchaser and the Paying Agent shall agree not less than 24 hours prior to the Closing.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for any Bonds.

6. ***Events Permitting Purchaser To Terminate***. (a) The Purchaser shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the date of the Closing, (i)(A) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or (B) a decision by a Federal court of the United States or the United States Tax Court shall be rendered, or a ruling or regulation by or on behalf of the Treasury Department

of the United States, the Internal Revenue Service or other governmental agency shall be made with respect to Federal taxation upon interest on the Bonds, or (C) other action or events shall have occurred or transpired, any of the foregoing of which has the purpose or effect, directly or indirectly, of adversely affecting the Federal income tax consequences of any of the transactions contemplated in connection herewith, or materially adversely affects the market for the Bonds or the ability of the Purchaser to enforce contracts for the sale of the Bonds at the contemplated offering price, or (ii) there shall exist any fact or any event shall have occurred which makes untrue or incorrect any statement of a material fact or material information contained in the Offering Circular as then amended or supplemented, or (iii) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States being such as would materially adversely affect the market for the Bonds or the ability of the Purchaser to enforce contracts for the sale of the Bonds at the contemplated offering prices, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or a general banking moratorium shall have been declared by Federal, Missouri or New York authorities, the effect of which on the financial markets of the United States is such as would materially adversely affect the market for the Bonds or the ability of the Purchaser to enforce contracts for the sale of the Bonds at the contemplated offering prices, or (v) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, the effect of which is that the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, and as then in effect, or the Securities Exchange Act of 1934, as amended, and as then in effect, or (vi) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein or in the Offering Circular, is in violation of any provision of the Securities Act of 1933, as amended, and as then in effect, the Securities Exchange Act of 1934, as amended, and as then in effect, or the Trust Indenture Act of 1939, as amended, and as then in effect.

The Purchaser acknowledges that no such event exists as of the date hereof that would permit the Purchaser to cancel its obligations pursuant to this Bond Purchase Agreement.

(b) The City shall have the right to terminate this Bond Purchase Agreement if the Bonds are not purchased by the Purchaser for any reason at or prior to the Closing Time.

7. ***Conditions to Closing***. The obligations hereunder of each party hereto shall be subject (i) to the performance by the other party of its obligations to be performed hereunder at and prior to the Closing Time, (ii) to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and (iii) to the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Bond Ordinance, and (iii) the City shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri (herein called "Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing Time, the Purchaser and the City shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(1) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Purchaser, in form and substance satisfactory to the Purchaser.

(2) A certificate of the City, dated the date of Closing, signed by an official of the City, in form and substance satisfactory to the Purchaser.

(3) The Bond Ordinance duly adopted by the City.

(4) Other certificates listed on a closing agenda to be approved by counsel to the City, Bond Counsel, and the Purchaser, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinion referred to in **Section 7(b)(1)** of this Bond Purchase Agreement.

(5) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, or counsel to the City may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Purchaser nor the City shall be under further obligation hereunder.

8. ***Conditions to City's Obligations.*** The obligations of the City hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. ***Survival of Representations, Warranties and Agreements.*** All representations, warranties and agreements of the City and the Purchaser, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing.

10. ***Expenses.*** If the Bonds are sold to the Purchaser by the City on or prior to the Closing Time, the City shall pay out of the proceeds of the Bonds the following expenses incident to the performance of its obligations hereunder: (i) the cost of the preparation, printing and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Bond Purchase Agreement); (ii) the cost of preparation and printing of the definitive Bonds; (iii) the fees and expenses of Bond Counsel; (iv) all fees of the Escrow Agent in connection with the administration of the Escrow Fund and the redemption of the Refunded Bonds; and (v) all other customary costs of issuance.

If the Bonds are sold to the Purchaser by the City on or prior to the Closing Time, the City shall pay out of the proceeds of the Bonds the discount of the Purchaser or the purchase price paid for the Bonds shall reflect such discount and the City shall pay out of the proceeds of the Bonds the fees and expenses related to the issuance of the Bonds.

111. ***Third Party Beneficiary***. The City agrees that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Purchaser in this Bond Purchase Agreement.

12. ***Notices***. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to the Purchaser at the following address:

D.A. Davidson & Co.
4700 Belleview Ave, Suite 425
Kansas City, Missouri 64112
Attn: Steve Goehl

13. ***Successors***. This Bond Purchase Agreement is made for the benefit of the City and the Purchaser (including the successors or assigns of the Purchaser) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

14. ***Governing Law***. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

15. ***Effectiveness***. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

16. ***Counterparts***. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

17. ***Captions***. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

[remainder of page intentionally left blank]

Very truly yours,

D.A. DAVIDSON & CO.

By: _____
Name: Steve Goehl
Title: Vice President

Accepted and agreed to as of
the date first above written:

CITY OF ASHLAND, MISSOURI

By: _____
Title: Mayor

SCHEDULE I TO BOND PURCHASE AGREEMENT

MATURITY SCHEDULE

Term Bonds

Maturity August 15	Principal Amount	Interest Rate	Price	Yield
2020	$409,000	2.50%	100%	2.50%

Redemption of Bonds

Optional Redemption. At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part on August 15, 2017, or on any date thereafter, at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Mandatory Redemption. The Bonds maturing in the year 2020 (the "Term Bonds") will be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. The City shall redeem on August 15 in each year, the following principal amounts of such Term Bonds:

Term Bonds Maturing August 15, 2020

Year	Principal Amount
2014	$53,000
2015	56,000
2016	55,000
2017	59,000
2018	63,000
2019	62,000
2020	* 61,000

*Final Maturity

SCHEDULE II TO BOND PURCHASE AGREEMENT

Pursuant to **Section 5** of the Bond Purchase Agreement, payment of the Bonds shall be made to the City by electronic transfer of immediately available funds in Kansas City, Missouri, or such other mutually agreeable arrangement.

CITY OF ASHLAND, MISSOURI

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

Dated as of September 17, 2013

September 17, 2013

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

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TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

"**Annual Compliance Checklist**" means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for the Tax-Exempt Bonds.

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements as permitted by the Continuing Disclosure Undertaking for the Tax-Exempt Bonds) and certain other financial information and operating data required to be filed annually with the MSRB for the Tax-Exempt Bonds.

"**Bond Compliance Officer**" means the Issuer's City Administrator or, if the position of City Administrator is vacant, the person filling the responsibilities of the City Administrator for the Issuer.

"**Bond Counsel**" means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

"**Bond Restricted Funds**" means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Bond Transcript**" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"**Compliance Procedure**" means this Tax-Exempt Financing Compliance Procedure.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Agreement(s), Continuing Disclosure Certificate(s), Continuing Disclosure Instructions or other written certification(s) and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB pursuant to SEC Rule 15c2-12 on an ongoing basis for one or more Tax-Exempt Bond issues.

"**Cost**" or **"Costs"** means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Exempt Bonds for a Project Facility.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Final Written Allocation" means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to **Section 5.4** of this Compliance Procedure.

"**Financed Assets**" means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Governing Body**" means the Board of Aldermen of the Issuer.

"**Intent Resolution**" means a resolution of the Issuer stating (1) the intent of the Issuer to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing and (3) the intent of the Issuer to reimburse Costs of the Project Facility paid by the Issuer from proceeds of the Tax-Exempt Bonds.

"**IRS**" means the Internal Revenue Service.

"**Issuer**" means the City of Ashland, Missouri.

"**MSRB**" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"**Placed In Service**" means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

"**Project Facility**" means all tangible or intangible property financed in whole or in part with Tax-Exempt Bonds that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

"**Rebate Analyst**" means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

"**Regulations**" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

"**Tax Compliance Agreement**" means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Certificate, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

"**Tax-Exempt Bonds**" means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality, the proceeds of which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure is attached as **Exhibit A.**

"**Tax-Exempt Bond File**" means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

(a) Intent Resolution.

(b) Bond Transcript.

(c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of the Tax-Exempt Bonds and expenditures (if any) allocated to other sources of funds.

(d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.

(e) Forms 8038-T together with proof of filing and payment of rebate.

(f) Investment agreement bid documents (unless included in the Bond Transcript) including:

(1) bid solicitation, bid responses, certificate of broker;

(2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and

(3) copies of the investment agreement and any amendments.

(g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.

(h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.

(i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.

(j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).

(k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.

(l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Issuer's Use of Tax-Exempt Bonds. The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Issuer recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Continuing Disclosure Undertaking; Issuer Commitment. The Issuer is required under the Continuing Disclosure Undertaking to provide disclosures of certain financial information and operating data and to file notices of certain material events to the marketplace to facilitate informed secondary market trading in Tax-Exempt Bonds issued by the Issuer. The Issuer is committed to full compliance with the federal tax and securities law requirements for all of its outstanding and future tax-exempt financings. This Compliance Procedure is adopted by the Governing Body to comply with the IRS and Securities and Exchange Commission directives and to improve tax and securities law compliance and documentation.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Exempt Bonds currently outstanding and all Tax-Exempt Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement, Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement, Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist. The Issuer acknowledges that the Continuing Disclosure Undertaking may also apply to issues of taxable securities issued by the Issuer.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Governing Body as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding tax-exempt financing that are relevant to the Issuer. At the time the individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing Bond Compliance Officer is responsible for training the incoming individual acting as Bond Compliance Officer to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

Section 4.2. Tax-Exempt Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in Article VI to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A,** the Bond Compliance Officer will follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure. See **Exhibit A** for a List of Tax-Exempt Bonds anticipated at the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Governing Body will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Compliance Agreement. For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be executed by an officer of the City. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the "Financed Assets") and the portions, if any, expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File. The Annual Reports, other reports and notices of certain material events filed by the Issuer with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax-Exempt Bonds to expenditures and

identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one/half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax-Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Issuer or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VI

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ARTICLE VII

CONTINUING DISCLOSURE

Section 7.1. Annual Disclosure Filings. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the financial information and operating data required to be included in the Annual Report to be filed by the Issuer with the MSRB on EMMA. The Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the time limits provided in the Continuing Disclosure Undertaking for the Tax-Exempt Bonds.

Section 7.2. Material Event Disclosure Filings. For each outstanding issue of Tax-Exempt Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the "material events" that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the following events with respect to the Tax-Exempt Bonds represents a "material event:"

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Tax-Exempt Bonds, or other material events affecting the tax status of the Tax-Exempt Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Tax-Exempt Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the obligated person;
(13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring disclosure, the Bond Compliance Officer will contact Bond Counsel to determine if notice of the event is required to be given to the MSRB under the

Continuing Disclosure Undertaking. If it is determined that notice should be provided to the MSRB or is required to be provided to the MSRB by the Continuing Disclosure Undertaking, the Bond Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel.

ADOPTED BY THE BOARD OF ALDERMEN
OF THE CITY OF ASHLAND, MISSOURI

September 17, 2013

EXHIBIT A

LIST OF TAX-EXEMPT BONDS COVERED BY THIS COMPLIANCE PROCEDURE

Tax-Exempt Bonds Currently Outstanding (subject to Article IV)

- Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2007
- Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2008
- All capital leases issued on a tax-exempt basis, a list of which will be compiled and maintained by the Bond Compliance Officer

Tax-Exempt Bonds Subject to Article V

- Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2013
- *All future issuances of Tax-Exempt Bonds*

Bonds Subject to Continuing Disclosure (subject to Article VII)

- *None currently outstanding*

COUNCIL BILL NO. 2013-024 ORDINANCE NO.

AN ORDINANCE TO CHANGE THE ZONING OF A PARCEL OF LAND FROM (R-1) SINGLE FAMILY RESIDENTIAL TO (R-2) TWO FAMILY RESIDENTIAL FOR SHERMAN AND JOANNE HORTON

WHEREAS, Public Notice of such was given as prescribed by Missouri State Statute 89.040, and a public hearing was held on Tuesday, September 10, 2013; and

WHEREAS, the Planning and Zoning Commission has reviewed the pertinent information and received comment from adjacent residents and has unanimously agreed to recommend to the Board of Aldermen to approve the rezoning from (R-1) Single Family Residential to (R-2) Two Family Residential; and

WHEREAS, the Board of Aldermen of the City of Ashland, Missouri has reviewed the request as submitted and has elected to rezone the property described in Section 1 from (R-1) Single Family Residential to (R-2) Two Family Residential; and

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

Section 1. The zoning is hereby amended from the present (R-1) Single Family Residential to (R-2) Two Family Residential for the following described property:

Gay's Addition Blk 3, NPT Lot 8, Sur. 38/39

Section 2. The City hereby finds and declares that the property described in Section 1 hereof is at the present particularly suitable for the purposes and uses of (R-2) Two Family Residential and in conformity with the existing uses and value of the immediately surrounding properties.

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

Dated this _____day of _____, 2013.

_____
Gene Rhorer, Mayor

Attest:

_____
Darla Sapp, City Clerk

MEMO

DATE: September 11, 2013

TO: Board of Aldermen

FROM: Planning and Zoning Board

The Planning and Zoning Board recommends the Rezoning Request by Sherman E. Horton for 207 N. Henry Clay, Ashland, Missouri from R-1 (Single Family Residential District) to R-2 (Two Family Residential District).

Rezoning purpose is to construct a multifamily duplex structure.

NOTICE
PUBLIC HEARING
SEPTEMBER 10, 2013
ASHLAND CITY HALL
109 E. BROADWAY
ASHLAND, MO. 65010

The Planning and Zoning Commission will hold a Public Hearing on Tuesday, September 10, 2013 at 7:00 p.m. at Ashland City Hall, 109 East Broadway, Ashland, Missouri to seek public comments on a Rezoning Request by Sherman E. Horton for 207 N. Henry Clay, Ashland, Missouri from R-1 (Single Family Residential District) to R-2 (Two Family Residential District).
Legal description:

Gays Addition Blk 3
NPT Lot 8
SUR 38/39

The purpose for rezoning is to construct a multifamily duplex structure.

For any questions or comments regarding the above please contact Ashland City Hall at 573-657-2091 or email treasurer@ashlandmo.us

Jessica L. Kendall, Planning and Zoning Clerk

"Understanding Spot Zoning," by Robert C. Widner, Esq.

Most planning commissioners have heard the impassioned cry that a particular rezoning decision will constitute an invalid "spot zoning." This allegation typically arises where the community is considering the rezoning of a single lot or small parcel of property held by a single owner and the rezoning will permit land uses not available to the adjacent property.

Because spot zoning often focuses on the single parcel without considering the broader context, that is, the area and land uses surrounding the parcel, it is commonly considered the antithesis of planned zoning. While rezoning decisions that only affect a single parcel or small amount of land are most often the subject of spot zoning claims (as opposed to rezonings of larger areas), a locality can lawfully rezone a single parcel if its action is shown to be consistent with the community's land use policies. As I will discuss shortly, courts look to the community's comprehensive plan, or to other planning studies, in determining whether the rezoning is, in fact, consistent with local land use policies.

Of course, whether a particular rezoning constitutes an unlawful spot zoning depends largely upon the facts surrounding the zoning decision and upon the judicial decisions of each state. However, courts commonly note that the underlying question is whether the zoning decision advances the health, safety, and welfare of the community. A zoning decision that merely provides for individual benefit without a relationship to public benefit cannot be legally supported. Where a particular zoning decision is not supported by a public purpose, the zoning decision is arbitrary and may be subject to invalidation as unlawful spot zoning.

Although courts throughout the nation differ in their specific approaches when reviewing spot zoning claims, the majority consider:

1. the size of the parcel subject to rezoning;
2. the zoning both prior to and after the local government's decision;
3. the existing zoning and use of the adjacent properties;
4. the benefits and detriments to the landowner, neighboring property owners, and the community resulting from the rezoning; and
5. the relationship between the zoning change and the local government's stated land use policies and objectives.

This last factor -- the relationship of the rezoning decision to the community's land use policies and objectives -- is perhaps the most important one. As a result, when a planning commission (or governing body) initially considers a rezoning request it should determine whether the request is consistent with the comprehensive or master plan. Many communities' zoning codes also require a separate planning study that examines the merits of the proposed rezoning. This further ensures that any rezoning is consistent with the community's land use objectives, and not a case of spot zoning. The bottom line is that courts will give considerable weight to evidence that the locality's rezoning decision reflects thoughtful consideration of planning factors.

It should be noted that there is one situation where a rezoning decision that does not conform to the comprehensive plan may nevertheless be upheld. That is where there is evidence showing significant changes in the community since the adoption of the plan that would justify a rezoning of the property. This is especially true where a review of other factors, such as benefit to the community and the size of the rezoned parcel, indicate that the rezoning was not merely intended to confer a benefit to the property owner.

P. O. BOX 201 ASHLAND, MO. 65010

Ashland Optimist Club

Friend of Youth

To: City of Ashland

As in past years, we are requesting a donation for the operation of the community swimming pool. Also, as in past years we lost money on this year's operation, which takes away from other youth activities that we promote. In the past you have donated $3000 to our club, and if that could be the case this year, it would be greatly appreciated.

As our motto is "Friend of Youth", everything we do is to promote the youth and community, so every donation that we get helps us to bring more to our objective of helping kids.

Thanking you in advance, we appreciate your support.

In Optimisiam,

Ashland Optimist Club

Barrett L Glascock, Secretary

PO Box 201

Ashland, MO 65010

RESOLUTION
8-15-06

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OPTMIST CLUB OF ASHLAND TO SUBSIDIZE THE OPERATIONAL EXPENSES OF THE COMMUNITY SWIMMING POOL

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

ARTICLE 1. The Mayor, for and on behalf of the City of Ashland, Missouri, is hereby authorized to execute an agreement with the Optimist Club of Ashland. A copy of said Agreement is attached to this Resolution and made a part hereof.

Passed and adopted this 15th day of August, 2006.

Mike Asmus

Mike Asmus, Mayor

Attest:

Darla Sapp

Darla Sapp, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2006, by and between the City of Ashland, Missouri, a municipal corporation, hereinafter called "City" and the Optimist Club of Ashland, Missouri, a Missouri not-for-profit corporation, hereinafter called "Optimists".

WITNESSETH:

WHEREAS, City is presently served by a public community swimming pool owned and operated by Optimists, pursuant to an Agreement dated August 16, 1988 between the parties hereto; and

WHEREAS, City donated certain property and funds for the initial construction, operation, maintenance and procurement of said swimming pool. However, the day to day operations of the swimming pool have been underwritten and provided by Optimists since that time; and

WHEREAS, the operating costs for said swimming pool have risen substantially and continually since its inception; and

WHEREAS, the Board of Aldermen of City deems that it is in the best interest that the citizens of City of Ashland have a municipal swimming pool, but City is without sufficient funds at this time to undertake the construction and operation of a community swimming pool without the assistance of Optimists and other providers; and

WHEREAS, Optimists have, in the past and of their own accord, allowed the swimming pool to stay open for certain City events, allowing access thereto to citizens at reduced cost, and have further allowed indigent and underprivileged residents of the City access to the swimming pool, thereby alleviating potential concerns to the Board of Aldermen of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Upon execution of this Agreement, City agrees to subsidize the operational expenses in excess of revenues up to $3,000.00 per year.

2. The Optimists shall submit a written report of swimming pool revenues and swimming pool expenditures to the City following the closing of the pool for the season starting in the year 2006. The City shall determine the amount of payment for the services up to $3,000.00 for that year.

3. Optimists shall continue to provide access to the swimming pool for underprivileged and indigent users who are residents of the City, and agree to work with City in obtaining the names and addresses of individuals who require or would benefit from said services.

4. Optimists agree to allow City use of the public community swimming pool for July 4 festivities, as well as other events mutually agreed to by both parties; with Optimists agreeing to provide, at no cost to City, full staffing and lifeguards for said events. City and Optimists agree that Optimists may charge appropriate and reasonable entrance and usage fees for said events, but that the pool facility shall be open for said event during hours that are mutually agreed to by both parties, provided that City provides at least thirty (30) days advance notice of the hours of usage requested.

5. This Agreement inures to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

6. In the event that any portion of this Agreement is deemed to be unenforceable or against public policy, the remaining terms hereof shall apply in full force and effect, as if said term does not exist.

7. The terms hereof can be amended or modified by either party only upon the written acquiescence of both parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their properly authorized officers on the date first written above.

CITY OF ASHLAND, MISSOURI

Mike Asmus, Mayor

Attest: Darla Sapp
Darla Sapp, City Clerk

OPTIMISTS CLUB OF ASHLAND, MISSOURI

_____
Michael Howard, President

Attest: _____
_____, Secretary

Z:\eftinkk\Park\Agreement-Optimists.doc

BIDS FOR MOLD REMEDIATION/RESTORATION SERVICE

1. AeroDry $18,266.30
   1221 Creek Trail Drive
   Jefferson City, Mo. 65109

2. ServPro $27,033.53
   P.O. Box 104323
   Jefferson City, Mo. 65110

3. Sapp's Home Pro, Inc. $16,450.71
   18973 South Old Route A
   Hartsburg, Mo. 65039

AERODRY Disaster Restoration

AERODRY DISASTER RESTORATION

1221 Creek Trail Drive
Jefferson City, Mo. 65109
www.aerodry.net
573-634-6165 1-888-AERODRY
Fed Tax i.d. 43-1644337

Client: Jeff Anderson (City of Ashland) Home: (573) 489-0401
Property: 109 E. Broadway
Ashland , MO 65010

Operator Info:
Operator: IVAN

Estimator: Melissa Dunn Business: (573) 634-6165
Business: 1221 Creek Trail Drive E-mail: melissa@aerodry.net
Jefferson City, MO

Type of Estimate: MOLD
Date Entered: 7/10/2013 Date Assigned:

Price List: MOCO7X_JUL13
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2013-07-10-ANDERSON1

On the following pages is our estimate for mold remediation for the named property. If we overlooked anything, if you have found additional damage, or if you have questions about this estimate, please call Melissa Dunn at (573) 634-6165.

Notice: This is a mold remediation estimate only. Additional damage that was unseen during the inspection may be discovered that will affect this estimate. This estimate is not valid without a written contract between the two parties. A secondary inspection will be conducted prior to contract signing to determine if there is additional damage that may have been overlooked during our initial site inspection.

AERODRY Disaster Restoration

AERODRY DISASTER RESTORATION

1221 Creek Trail Drive
Jefferson City, Mo. 65109
www.aerodry.net
573-634-6165· 1-888-AERODRY
Fed Tax i.d. 43-1644337

2013-07-10-ANDERSON1

Main Level

DRYING

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Dehumidifier (per 24 hour period) - XLarge - No monitoring	6.00 EA	0.00	101.25	607.50
Two (2) LGRs (Low Grain Dehumidifiers) for Three (3) Days = Six (6) Units				
2. Air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	30.01	360.12
Four (4) Air Movers for Three (3) Days = Twelve (12) Units				
Totals: DRYING				967.62

REMEDIATION

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
3. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	18.00 DA	0.00	105.00	1,890.00
Three (3) Air Scrubbers for Six (6) Days = Eighteen (18) Units				
4. Add for HEPA filter (for negative air exhaust fan)	2.00 EA	0.00	186.67	373.34
5. Hazardous Waste/Mold Cleaning Technician - per hour	23.00 HR	0.00	60.34	1,387.82
To air wash all areas of concern mulitiple times a day				
6. Equipment decontamination charge - per piece of equipment	8.00 EA	0.00	37.29	298.32
Two (2) LGRs (Low Grain Dehumidifiers) + Four (4) Air Movers + Two (2) Air Scrubbers = Eight (8) Units				
7. Add for personal protective equipment - Heavy duty	6.00 EA	0.00	17.74	106.44
Two (2) Technicians for Three (3) Days = Six (6) Units				
8. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	30.01	90.03
One (1) Air Mover for Three (3) Days = Three (3) Units. This particular air mover is for remediation purposes (not drying)				
9. Haul debris - per pickup truck load - including dump fees	0.50 EA	98.99	0.00	49.50
10. Single axle dump truck - per load - including dump fees	1.00 EA	205.08	0.00	205.08

AERODRY Disaster Restoration

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573-634-6165 1-888-AERODRY
Fed Tax i.d. 43-1644337

CONTINUED - REMEDIATION

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: REMEDIATION				4,400.53

CONTAINMENT

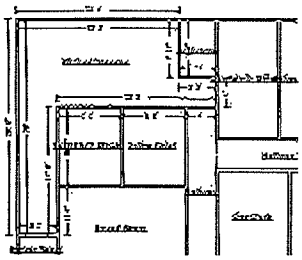
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. Board Up of Back Entrance Door	1.00 EA	0.00	75.00	75.00
Totals: CONTAINMENT				75.00

Heat, Vent, & Cool

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
12. HEAT, VENT & AIR CONDITIONING	1.00 EA	0.00	1,875.00	1,875.00

Remove and replace approximately 180 foot of 10 inch flex duct, Remove and replace approximately 60 foot of 20 inch flex duct, Perform a complete duct cleaning of 2 main trunk lines, Circulate and spray sanitizer throughout furnaces and duct work, Reconnect to existing 3/4" x 3/8" refrigerant lines connecting the coil & air conditioner.

Totals: Heat, Vent, & Cool	1,875.00



Kitchen/Storage

Height: 9' 5"

1,062.51 SF Walls	367.45 SF Ceiling
1,429.97 SF Walls & Ceiling	367.45 SF Floor
40.83 SY Flooring	112.83 LF Floor Perimeter
112.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
CEILINGS				
13. Detach & Reset Fluorescent - four tube - 4' - fixture w/lens	8.00 EA	0.00	0.00	394.80
14. R&R Suspended ceiling tile - 2' x 4'	367.45 SF	0.12	1.16	470.33

AERODRY Disaster Restoration

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CONTINUED - Kitchen/Storage

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15. Tear out and bag wet insulation in crawl space	66.60 SF	0.93	0.00	61.94
16. Sprayed polyurethane foam - confined spaces	66.60 SF	0.00	1.29	85.91
17. HEPA Vacuuming - Detailed - (PER SF)	367.45 SF	0.00	0.68	249.87
18. Hazardous Waste/Mold Cleaning Technician - per hour	16.00 HR	0.00	60.34	965.44
For detailed cleaning from the ceiling grid and above (to include wiring etc) and contents in the room				
WALLS				
19. HEPA Vacuuming - Detailed - (PER SF)	1,062.51 SF	0.00	0.68	722.51
20. Cabinetry - lower (base) units - Detach & reset	10.00 LF	0.00	35.08	350.80
21. Countertop - post formed plastic laminate - Detach & reset	10.00 LF	0.00	9.86	98.60
22. Clean the walls - Heavy	1,062.51 SF	0.00	0.28	297.50
23. R&R 1/2" drywall - hung, taped, heavy texture, ready for paint	117.24 SF	0.27	1.63	222.75
24. Apply serum (for mold removal)	117.24 SF	0.00	0.17	19.93
25. Mask and prep for paint - plastic, paper, tape (per LF)	30.00 LF	0.00	0.74	22.20
26. Seal/prime then paint the surface area (2 coats)	278.44 SF	0.00	0.54	150.36
FLOORS				
27. HEPA Vacuuming - Detailed - (PER SF)	367.45 SF	0.00	0.68	249.87
28. Clean the floor - Heavy	367.45 SF	0.00	0.28	102.89
29. Final cleaning - construction - Commercial	1,429.97 SF	0.00	0.13	185.90
30. Contents - move out then reset - Extra large room	1.00 EA	0.00	113.04	113.04
Totals: Kitchen/Storage				4,764.64

AERODRY Disaster Restoration

AERODRY DISASTER RESTORATION

1221 Creek Trail Drive
Jefferson City, Mo. 65109
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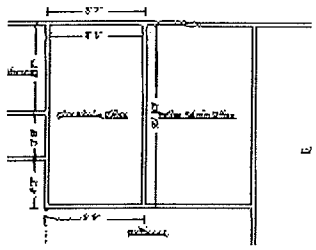
Fed Tax i.d. 43-1644337



City Admin Office **Height: 9' 5"**

453.57 SF Walls	130.63 SF Ceiling
584.19 SF Walls & Ceiling	130.63 SF Floor
14.51 SY Flooring	48.17 LF Floor Perimeter
48.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
CEILINGS				
31. Detach & Reset Fluorescent - four tube - 4' - fixture w/lens	2.00 EA	0.00	0.00	98.70
32. R&R Suspended ceiling tile - 2' x 4'	130.63 SF	0.12	1.16	167.21
33. Tear out and bag wet insulation in crawl space	24.90 SF	0.93	0.00	23.16
34. Sprayed polyurethane foam - confined spaces	24.90 SF	0.00	1.29	32.12
35. HEPA Vacuuming - Detailed - (PER SF)	130.63 SF	0.00	0.68	88.83
36. Hazardous Waste/Mold Cleaning Technician - per hour	6.00 HR	0.00	60.34	362.04
For detailed cleaning from the ceiling grid and above (to include wiring etc) and contents in the room				
WALLS				
37. HEPA Vacuuming - Detailed - (PER SF)	453.57 SF	0.00	0.68	308.43
38. Clean the walls - Heavy	453.57 SF	0.00	0.28	127.00
FLOORS				
39. HEPA Vacuuming - Detailed - (PER SF)	130.63 SF	0.00	0.68	88.83
40. Clean and deodorize carpet - heavy	130.63 SF	0.00	0.50	65.32
41. Contents - move out then reset - Large room	1.00 EA	0.00	56.71	56.71

Totals: City Admin Office 1,418.35

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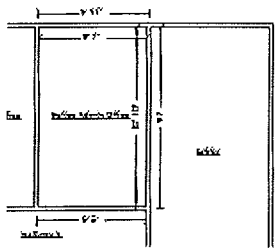

Police Admin Office **Height: 9' 5"**

478.68 SF Walls	151.74 SF Ceiling
630.42 SF Walls & Ceiling	151.74 SF Floor
16.86 SY Flooring	50.83 LF Floor Perimeter
50.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
CEILINGS				
42. Detach & Reset Fluorescent - four tube - 4' - fixture w/lens	2.00 EA	0.00	0.00	98.70
43. R&R Suspended ceiling tile - 2' x 4'	151.74 SF	0.12	1.16	194.23
44. Tear out and bag wet insulation in crawl space	29.10 SF	0.93	0.00	27.06
45. Sprayed polyurethane foam - confined spaces	29.10 SF	0.00	1.29	37.54
46. HEPA Vacuuming - Detailed - (PER SF)	478.68 SF	0.00	0.68	325.50
47. Hazardous Waste/Mold Cleaning Technician - per hour	6.00 HR	0.00	60.34	362.04
For detailed cleaning from the ceiling grid and above (to include wiring etc) and contents in the room				
WALLS				
48. HEPA Vacuuming - Detailed - (PER SF)	478.68 SF	0.00	0.68	325.50
49. Clean the walls - Heavy	478.68 SF	0.00	0.28	134.03
FLOORS				
50. HEPA Vacuuming - Detailed - (PER SF)	151.74 SF	0.00	0.68	103.18
51. Clean and deodorize carpet - heavy	151.74 SF	0.00	0.50	75.87
52. Contents - move out then reset - Extra large room	1.00 EA	0.00	113.04	113.04

Totals: Police Admin Office 1,796.69

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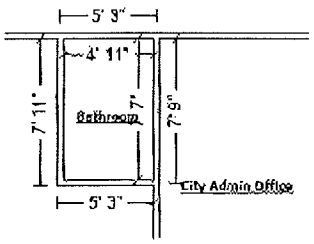
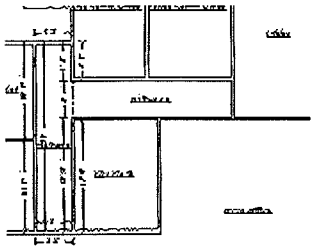


Bathroom **Height: 9' 5"**

235.42 SF Walls	37.28 SF Ceiling
272.70 SF Walls & Ceiling	37.28 SF Floor
4.14 SY Flooring	25.00 LF Floor Perimeter
25.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
53. HEPA Vacuuming - Detailed - (PER SF) Walls, ceiling, and floor	309.99 SF	0.00	1.17	362.69
54. R&R Suspended ceiling tile - 2' x 4'	37.28 SF	0.12	1.16	47.71
55. Clean toilet - Heavy	1.00 EA	0.00	50.06	50.06
56. Clean sink - Heavy	1.00 EA	0.00	30.03	30.03
57. Tear out and bag wet insulation in crawl space	12.33 SF	0.93	0.00	11.47
58. Sprayed polyurethane foam - confined spaces	12.33 SF	0.00	1.29	15.91

Totals: Bathroom 517.87



Hallway **Height: 9' 5"**

433.14 SF Walls	84.66 SF Ceiling
517.80 SF Walls & Ceiling	84.66 SF Floor
9.41 SY Flooring	46.00 LF Floor Perimeter
46.00 LF Ceil. Perimeter	

Missing Wall **4' X 9' 5"** **Opens into HALLWAY_2**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
59. Clean and deodorize carpet	84.66 SF	0.00	0.32	27.09

Totals: Hallway 27.09

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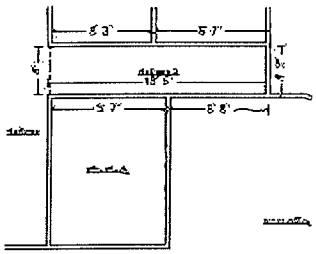


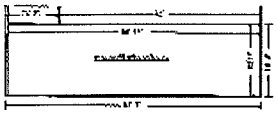
Hallway 2

Height: 9' 5"

386.08	SF Walls	73.33	SF Ceiling
459.42	SF Walls & Ceiling	73.33	SF Floor
8.15	SY Flooring	41.00	LF Floor Perimeter
41.00	LF Ceil. Perimeter		

Missing Wall **4' X 9' 5"** **Opens into HALLWAY**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
60. Clean and deodorize carpet	73.33 SF	0.00	0.32	23.47
Totals: Hallway 2				23.47

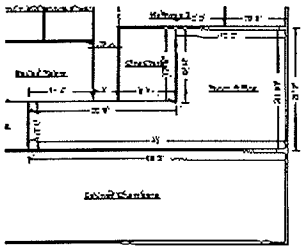


Council Chambers

Height: 8'

1,162.69	SF Walls	896.51	SF Ceiling
2,059.20	SF Walls & Ceiling	896.51	SF Floor
99.61	SY Flooring	145.34	LF Floor Perimeter
145.34	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
61. Clean and deodorize carpet	896.51 SF	0.00	0.32	286.88
62. Contents - move out then reset - Extra large room	1.00 EA	0.00	113.04	113.04
Totals: Council Chambers				399.92



Front Office

Height: 8'

1,053.31	SF Walls	609.16	SF Ceiling
1,662.47	SF Walls & Ceiling	609.16	SF Floor
67.68	SY Flooring	131.66	LF Floor Perimeter
131.66	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

AERODRY Disaster Restoration

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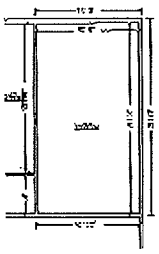
CONTINUED - Front Office

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
63. Clean and deodorize carpet	609.16 SF	0.00	0.32	194.93
64. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
Totals: Front Office				232.70

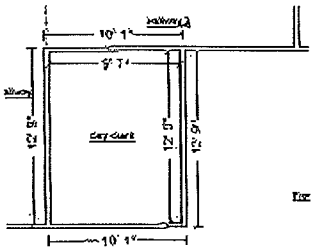


Lobby

Height: 8'

493.33 SF Walls
708.44 SF Walls & Ceiling
23.90 SY Flooring
61.67 LF Ceil. Perimeter
215.11 SF Ceiling
215.11 SF Floor
61.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
65. Clean and deodorize carpet	215.11 SF	0.00	0.32	68.84
66. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
Totals: Lobby				106.61



City Clerk

Height: 8'

351.98 SF Walls
470.96 SF Walls & Ceiling
13.22 SY Flooring
44.00 LF Ceil. Perimeter
118.98 SF Ceiling
118.98 SF Floor
44.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
67. Clean and deodorize carpet	118.98 SF	0.00	0.32	38.07
68. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
Totals: City Clerk				75.84

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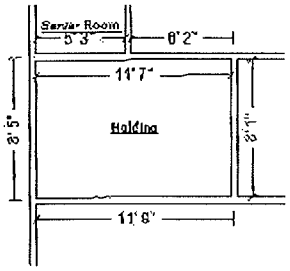
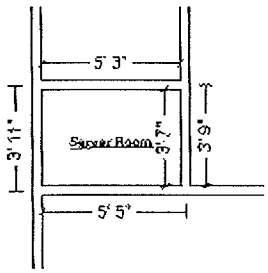


Holding

Height: 8'

314.67 SF Walls	93.63 SF Ceiling
408.30 SF Walls & Ceiling	93.63 SF Floor
10.40 SY Flooring	39.33 LF Floor Perimeter
39.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
69. Clean and deodorize carpet	93.63 SF	0.00	0.32	29.96
70. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
Totals: Holding				67.73

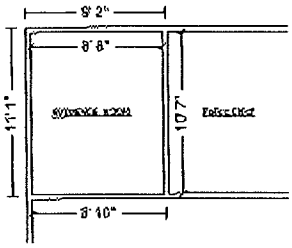


Server Room

Height: 8'

141.31 SF Walls	18.80 SF Ceiling
160.11 SF Walls & Ceiling	18.80 SF Floor
2.09 SY Flooring	17.66 LF Floor Perimeter
17.66 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
71. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
72. Clean floor	18.80 SF	0.00	0.30	5.64
Totals: Server Room				43.41



EVIDENCE ROOM

Height: 8'

308.00 SF Walls	91.72 SF Ceiling
399.72 SF Walls & Ceiling	91.72 SF Floor
10.19 SY Flooring	38.50 LF Floor Perimeter
38.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

AERODRY Disaster Restoration

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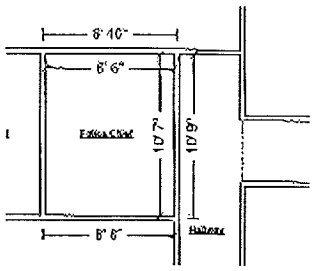
CONTINUED - EVIDENCE ROOM

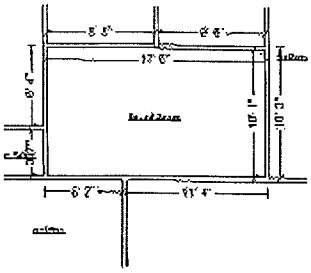
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
73. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
74. Clean floor	91.72 SF	0.00	0.30	27.52
Totals: EVIDENCE ROOM				65.29



Police Chief — **Height: 8'**

305.33 SF Walls	89.96 SF Ceiling
395.29 SF Walls & Ceiling	89.96 SF Floor
10.00 SY Flooring	38.17 LF Floor Perimeter
38.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
75. Clean and deodorize carpet	89.96 SF	0.00	0.32	28.79
76. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
Totals: Police Chief				66.56



Squad Room — **Height: 8'**

441.31 SF Walls	176.43 SF Ceiling
617.74 SF Walls & Ceiling	176.43 SF Floor
19.60 SY Flooring	55.16 LF Floor Perimeter
55.16 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
77. Clean and deodorize carpet	176.43 SF	0.00	0.32	56.46
78. Contents - move out then reset	1.00 EA	0.00	37.77	37.77
Totals: Squad Room				94.23
Total: Main Level				17,018.55

Line Item Totals: 2013-07-10-ANDERSON1 **17,018.55**

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Grand Total Areas:

7,621.33	SF Walls	3,155.40	SF Ceiling	10,776.73	SF Walls and Ceiling
3,155.40	SF Floor	350.60	SY Flooring	895.32	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	895.32	LF Ceil. Perimeter
3,155.40	Floor Area	3,344.62	Total Area	7,621.33	Interior Wall Area
2,189.55	Exterior Wall Area	231.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

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Summary

Line Item Total			17,018.55
Material Sales Tax	@	7.100%	101.79
Subtotal			17,120.34
Overhead	@	10.0%	572.98
Profit	@	10.0%	572.98
Replacement Cost Value			**$18,266.30**
Net Claim			**$18,266.30**

Melissa Dunn

AERODRY Disaster Restoration

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Recap by Room

Estimate: 2013-07-10-ANDERSON1

Area: Main Level		
DRYING	967.62	5.69%
REMEDIATION	4,400.53	25.86%
CONTAINMENT	75.00	0.44%
Heat, Vent, & Cool	1,875.00	11.02%
Kitchen/Storage	4,764.64	28.00%
City Admin Office	1,418.35	8.33%
Police Admin Office	1,796.69	10.56%
Bathroom	517.87	3.04%
Hallway	27.09	0.16%
Hallway 2	23.47	0.14%
Council Chambers	399.92	2.35%
Front Office	232.70	1.37%
Lobby	106.61	0.63%
City Clerk	75.84	0.45%
Holding	67.73	0.40%
Server Room	43.41	0.26%
EVIDENCE ROOM	65.29	0.38%
Police Chief	66.56	0.39%
Squad Room	94.23	0.55%
Area Subtotal: Main Level	17,018.55	100.00%
Subtotal of Areas	17,018.55	100.00%
Total	17,018.55	100.00%

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Recap by Category

O&P Items

	Total	%
ACOUSTICAL TREATMENTS	797.03	4.36%
CABINETRY	449.40	2.46%
CLEANING	787.65	4.31%
CONTENT MANIPULATION	415.20	2.27%
GENERAL DEMOLITION	175.79	0.96%
DRYWALL	191.10	1.05%
HEAT, VENT & AIR CONDITIONING	1,875.00	10.26%
INSULATION	171.48	0.94%
LIGHT FIXTURES	592.20	3.24%
PAINTING	172.56	0.94%
O&P Items Subtotal	5,627.41	30.81%

Non-O&P Items

	Total	%
CLEANING	1,068.60	5.85%
CONTENT MANIPULATION	282.79	1.55%
GENERAL DEMOLITION	316.52	1.73%
HAZARDOUS MATERIAL REMEDIATION	6,755.65	36.98%
WATER EXTRACTION & REMEDIATION	2,967.58	16.25%
Non-O&P Items Subtotal	11,391.14	62.36%
O&P Items Subtotal	5,627.41	30.81%
Material Sales Tax @ 7.100%	101.79	0.56%
Overhead @ 10.0%	572.98	3.14%
Profit @ 10.0%	572.98	3.14%
Total	18,266.30	100.00%

Darla Sapp

From: Lisa Creach [servpro8555@servprojeffersoncity.com]
Sent: Friday, August 23, 2013 1:13 PM
To: Darla Sapp
Subject: Ashland City Hall
Attachments: Final Draft.pdf

Importance: Low

Darla,

Attached is our bid for the mold remediation for the City of Ashland, 109 East Broadway, Ashland, MO 65010. If you need anything else, please let me know.

Thanks,

Lisa Creach
Office Manager
Servpro of Jefferson City
573-635-5883 phone
573-896-9629 fax
servpro8555@servprojeffersoncity.com

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Servpro of Jefferson City

Servpro of Jefferson City Franchise #8555
P.O. Box 104323
Jefferson City, MO 65110
573-635-5883 43-1908702
servpro8555@servprojeffersoncity.com

Insured:	City of Ashland	Business:	(573) 657-2091
Property:	109 East Broadway Ashland, MO 65010	E-mail:	cityclerk@ashlandmo.us

Claim Number:	**Policy Number:**	**Type of Loss:**

Date of Loss:		Date Received:	
Date Inspected:		Date Entered:	4/19/2013 6:12 AM

Price List:	MOCO7X_JUL13 Restoration/Service/Remodel
Estimate:	ASHLAND_CITY_001

Servpro of Jefferson City

Servpro of Jefferson City Franchise #8555
P.O. Box 104323
Jefferson City, MO 65110
573-635-5883 43-1908702
servpro8555@servprojeffersoncity.com

ASHLAND_CITY_001

Main Level

Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
1. Powered Air-Purifying Respirator (PAPR) - per day	12.00 DA	0.00	73.25	879.00
4 men, 3 days each				
2. PAPR cartridge - HEPA only (single cartridge)	24.00 EA	0.00	17.78	426.72
4 men, 3 days each, 2 cartridges (1 set) per person per day				
3. Add for personal protective equipment - Heavy duty	48.00 EA	0.00	17.74	851.52
4 men, 3 days each, 4 suits per person per day				
4. Containment Barrier/Airlock/Decon. Chamber	260.00 SF	0.00	1.32	343.20
There will be 2 containment areas--the Police Admin office and the Break Room.				
5. Peel & seal zipper - heavy duty	2.00 EA	0.00	15.63	31.26

NOTE: There will be 2 different containment areas plus 2 different non-contained areas because the police squad area needs to be treated separately is its doors are always shut.
The containment area in the Break Room is 1544.40cf and 4 AEH are required, so 103cfm minimum is required. This can be accomplished with 1 small air scrubber.
The Police Admin containment area is 1,517.40cf and 4 AEH are requred, so 102cfm miniumum is required. This can be accomplished with 1 small air scrubber.
The police squad area is 4,585.80cf and 4 AEH are required, so 306cfm minimum is required. This can be accomplished with 1 small air scrubber.
The remaining area is 23,954.60cf and 4 AEH are required, so 1,597cfm minimum is required. The can be accomplished with 1 XL air scrubber.
With the remaining area so large and cut up into different rooms, it is best to add some axial air movers to better circulate the air. This can be accomplished by adding 10 axial air movers.
In addition, the protocol calls for the Police Admin Office and the Break Room to be air washed "several times each day". This will require 2 more small air scrubbers and 200' of large ducting.

So, in all, 5 small air scrubbers; 1 XL air scrubber, and 10 axial air movers will be required for 7 days each.

6. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	28.00 DA	0.00	140.00	3,920.00
7. Air mover axial fan (per 24 hour period) - No monitoring	70.00 EA	0.00	35.12	2,458.40
8. Ducting - lay-flat - Large	200.00 LF	0.00	0.50	100.00
9. Equipment decontamination charge - per piece of equipment	14.00 EA	0.00	61.66	863.24

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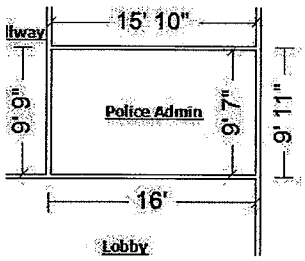
CONTINUED - Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
10. Add for HEPA filter (for negative air exhaust fan)	4.00 EA	0.00	195.71	782.84
11. Add for HEPA filter (for canister/backpack vacuums)	3.00 EA	0.00	60.71	182.13
12. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	393.33	0.00	393.33
Total: Main Level				11,231.64



Police Admin **Height: 10'**

508.33	SF Walls	151.74	SF Ceiling
660.07	SF Walls & Ceiling	151.74	SF Floor
16.86	SY Flooring	50.83	LF Floor Perimeter
50.83	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
NOTE: The City of Ashland will remove all contents from this room prior to remediation.				
13. Remove wet ceiling tile & drywall and bag - Cat 3	151.74 SF	2.09	0.00	317.14
14. Tear out and bag wet insulation - Category 3 water	151.74 SF	1.47	0.00	223.06
15. Plastic bag - used for hazardous waste cleanup - Large	12.00 EA	0.00	3.54	42.48
16. Hazardous Waste/Mold Cleaning Technician - per hour	1.00 HR	0.00	109.09	109.09
1 man, 1 hour Sealing critical barriers				
17. HEPA Vacuuming - Detailed - (PER SF)	811.81 SF	0.00	1.17	949.82
Walls, ceiling, and floor				
18. Clean and deodorize carpet	151.74 SF	0.00	0.71	107.74
19. Containment Barrier/Airlock/Decon. Chamber	260.00 SF	0.00	1.32	343.20
Once the ceiling tiles are removed, the ceiling will have to covered in plastic in order to maintain containment.				
REPAIRS:				

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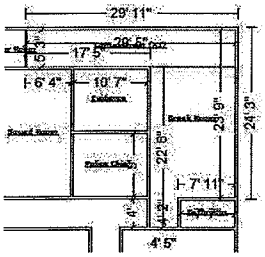
CONTINUED - Police Admin

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
20. Batt insulation - 10" - R30 - paper faced	151.74 SF	0.00	1.57	238.23
21. Suspended ceiling tile - 2' x 4'	151.74 SF	0.00	1.60	242.78
22. Final cleaning - construction - Commercial	151.74 SF	0.00	0.35	53.11
Totals: Police Admin				2,626.65



Break Room **Height: 10'**

1,146.67	SF Walls	393.45	SF Ceiling
1,540.12	SF Walls & Ceiling	393.45	SF Floor
43.72	SY Flooring	114.67	LF Floor Perimeter
114.67	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
NOTE: The City of Ashland will take care of moving all of the file boxes out of the Break Room and into storage until remediation is complete.				
23. Remove Cove base molding - rubber or vinyl, 4" high	50.00 LF	0.50	0.00	25.00
24. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	50.00 LF	8.97	0.00	448.50
25. Tear out and bag wet insulation - Category 3 water	200.00 SF	1.47	0.00	294.00
26. Plastic bag - used for hazardous waste cleanup - Large	20.00 EA	0.00	3.54	70.80
27. Clean stud wall	200.00 SF	0.00	1.26	252.00
28. Seal the surface area w/anti-microbial coating - one coat	200.00 SF	0.00	1.24	248.00
29. Dehumidifier (per 24 hour period) - Desiccant - No monit.	3.00 EA	0.00	230.00	690.00
1 unit 3 days As per the protocol, the north exterior wall will need to be dried out.				
30. Air mover axial fan (per 24 hour period) - No monitoring	9.00 EA	0.00	35.12	316.08
3 units, 3 days each As per the protocol, the north exterior wall will need to be dried out.				

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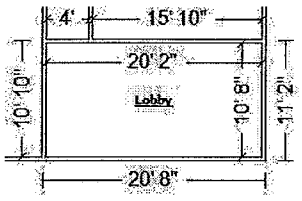
CONTINUED - Break Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
31. Equipment decontamination charge - per piece of equipment	4.00 EA	0.00	51.80	207.20
32. HEPA Vacuuming - Detailed - (PER SF)	1,933.57 SF	0.00	1.17	2,262.28
Walls, ceiling, and floor				
33. Hazardous Waste/Mold Cleaning Technician - per hour	4.00 HR	0.00	109.09	436.36
2 men, 2 hours each Sealing critical barriers as well as HEPA vacuuming and cleaning of shelving units and other content items.				
34. Clean cabinetry - upper - inside and out	8.00 LF	0.00	20.27	162.16
35. Clean cabinetry - lower - inside and out	8.00 LF	0.00	20.27	162.16
REPAIRS:				
36. Batt insulation - 6" - R19 - paper faced	200.00 SF	0.00	1.10	220.00
37. Drywall replacement per LF - up to 4' tall	50.00 LF	0.00	13.61	680.50
38. Texture drywall - smooth / skim coat	300.00 SF	0.00	1.39	417.00
39. Seal/prime then paint the surface area (2 coats)	300.00 SF	0.00	0.99	297.00
40. Paint the walls - one coat	1,146.67 SF	0.00	0.70	802.67
41. Floor protection - heavy paper and tape	393.45 SF	0.00	0.43	169.18
42. Mask and prep for paint - tape only (per LF)	114.67 LF	0.00	0.60	68.80
43. Contents - move out then reset - Large room	1.00 EA	0.00	150.85	150.85
44. Final cleaning - construction - Commercial	393.45 SF	0.00	0.35	137.71
Totals: Break Room				8,518.25



Lobby **Height: 10'**

616.67	SF Walls	215.11	SF Ceiling
831.78	SF Walls & Ceiling	215.11	SF Floor
23.90	SY Flooring	61.67	LF Floor Perimeter
61.67	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

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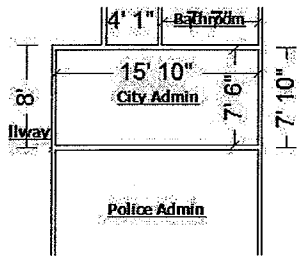
CONTINUED - Lobby

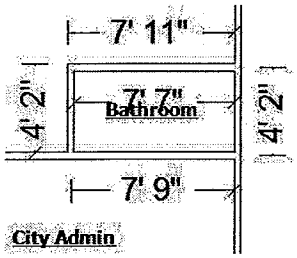
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
45. Clean and deodorize carpet	215.11 SF	0.00	0.71	152.73
46. Contents - move out then reset	1.00 EA	0.00	100.56	100.56
Totals: Lobby				253.29



City Admin **Height: 10'**

466.67 SF Walls	118.75 SF Ceiling
585.42 SF Walls & Ceiling	118.75 SF Floor
13.19 SY Flooring	46.67 LF Floor Perimeter
46.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
47. Clean and deodorize carpet	118.75 SF	0.00	0.71	84.31
48. Contents - move out then reset	1.00 EA	0.00	100.56	100.56
Totals: City Admin				184.87



Bathroom **Height: 10'**

228.33 SF Walls	29.07 SF Ceiling
257.40 SF Walls & Ceiling	29.07 SF Floor
3.23 SY Flooring	22.83 LF Floor Perimeter
22.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
49. HEPA Vacuuming - Detailed - (PER SF) Walls, ceiling, and floor	286.47 SF	0.00	1.17	335.17
50. Clean toilet - Heavy	1.00 EA	0.00	50.06	50.06

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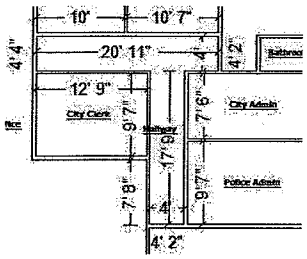
CONTINUED - Bathroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
51. Clean sink - Heavy	1.00 EA	0.00	30.03	30.03

Totals: Bathroom 415.26

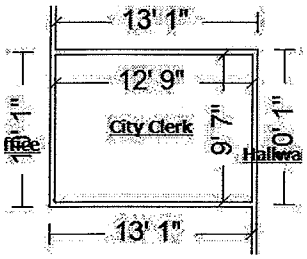


Hallway **Height: 10'**

853.33 SF Walls	154.67 SF Ceiling
1,008.00 SF Walls & Ceiling	154.67 SF Floor
17.19 SY Flooring	85.33 LF Floor Perimeter
85.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
52. Clean and deodorize carpet	154.67 SF	0.00	0.71	109.82

Totals: Hallway 109.82



City Clerk **Height: 8'**

357.33 SF Walls	122.19 SF Ceiling
479.52 SF Walls & Ceiling	122.19 SF Floor
13.58 SY Flooring	44.67 LF Floor Perimeter
44.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
53. Clean and deodorize carpet	122.19 SF	0.00	0.71	86.75
54. Contents - move out then reset	1.00 EA	0.00	100.56	100.56

Totals: City Clerk 187.31

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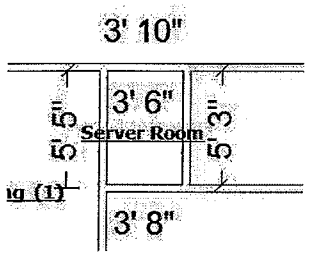
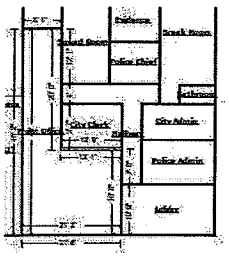


Server Room **Height: 10'**

175.00	SF Walls	18.38	SF Ceiling
193.38	SF Walls & Ceiling	18.38	SF Floor
2.04	SY Flooring	17.50	LF Floor Perimeter
17.50	LF Ceil. Perimeter		

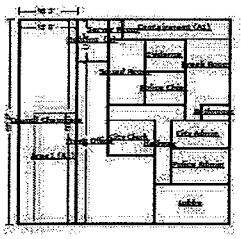
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
55. Clean floor	18.38 SF	0.00	0.70	12.87
Totals: Server Room				12.87



Front Office **Height: 10'**

1,323.33	SF Walls	605.79	SF Ceiling
1,929.13	SF Walls & Ceiling	605.79	SF Floor
67.31	SY Flooring	132.33	LF Floor Perimeter
132.33	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
56. Clean and deodorize carpet	605.79 SF	0.00	0.71	430.11
57. Contents - move out then reset - Extra large room	1.00 EA	0.00	301.69	301.69
Totals: Front Office				731.80



Council Chambers **Height: 10'**

1,448.33	SF Walls	892.50	SF Ceiling
2,340.83	SF Walls & Ceiling	892.50	SF Floor
99.17	SY Flooring	144.83	LF Floor Perimeter
144.83	LF Ceil. Perimeter		

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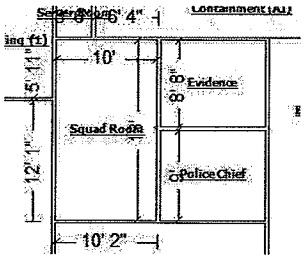
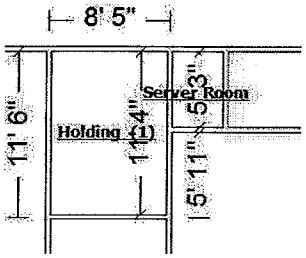
CONTINUED - Council Chambers

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
58. Clean and deodorize carpet	892.50 SF	0.00	0.71	633.68
59. Contents - move out then reset - Extra large room	2.00 EA	0.00	301.69	603.38
Totals: Council Chambers				1,237.06



Squad Room **Height: 10'**

560.00	SF Walls	180.00	SF Ceiling
740.00	SF Walls & Ceiling	180.00	SF Floor
20.00	SY Flooring	56.00	LF Floor Perimeter
56.00	LF Ceil. Perimeter		



Subroom 1: HOLDING **Height: 10'**

388.33	SF Walls	91.61	SF Ceiling
479.94	SF Walls & Ceiling	91.61	SF Floor
10.18	SY Flooring	38.83	LF Floor Perimeter
38.83	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
60. Clean and deodorize carpet	271.61 SF	0.00	0.71	192.84
61. Contents - move out then reset	1.00 EA	0.00	100.56	100.56
Totals: Squad Room				293.40

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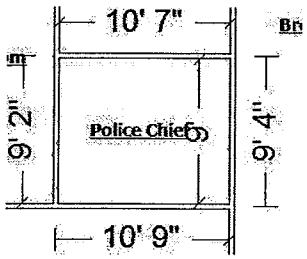
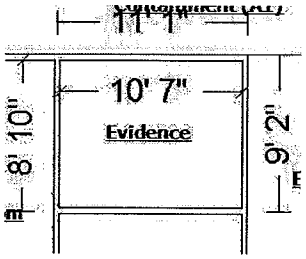


Police Chief **Height: 10'**

391.67 SF Walls	95.25 SF Ceiling
486.92 SF Walls & Ceiling	95.25 SF Floor
10.58 SY Flooring	39.17 LF Floor Perimeter
39.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
62. Clean and deodorize carpet	95.25 SF	0.00	0.71	67.63
63. Contents - move out then reset	1.00 EA	0.00	100.56	100.56
Totals: Police Chief				168.19



Evidence **Height: 10'**

385.00 SF Walls	91.72 SF Ceiling
476.72 SF Walls & Ceiling	91.72 SF Floor
10.19 SY Flooring	38.50 LF Floor Perimeter
38.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
64. Clean floor	91.72 SF	0.00	0.70	64.20
Totals: Evidence				64.20
Total: Main Level				26,034.61
Line Item Totals: ASHLAND_CITY_001				**26,034.61**

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Grand Total Areas:

8,849.00	SF Walls	3,160.22	SF Ceiling	12,009.22	SF Walls and Ceiling
3,160.22	SF Floor	351.14	SY Flooring	893.83	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	893.83	LF Ceil. Perimeter
3,160.22	Floor Area	3,349.22	Total Area	8,849.00	Interior Wall Area
2,546.50	Exterior Wall Area	231.50	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

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Summary for Dwelling

Line Item Total				26,034.61
Material Sales Tax	@	7.100% x	3,252.96	230.96
				26,265.57
Overhead	@	10.0% x	3,839.77	383.98
Profit	@	10.0% x	3,839.77	383.98
Replacement Cost Value				**$27,033.53**
Net Claim				**$27,033.53**

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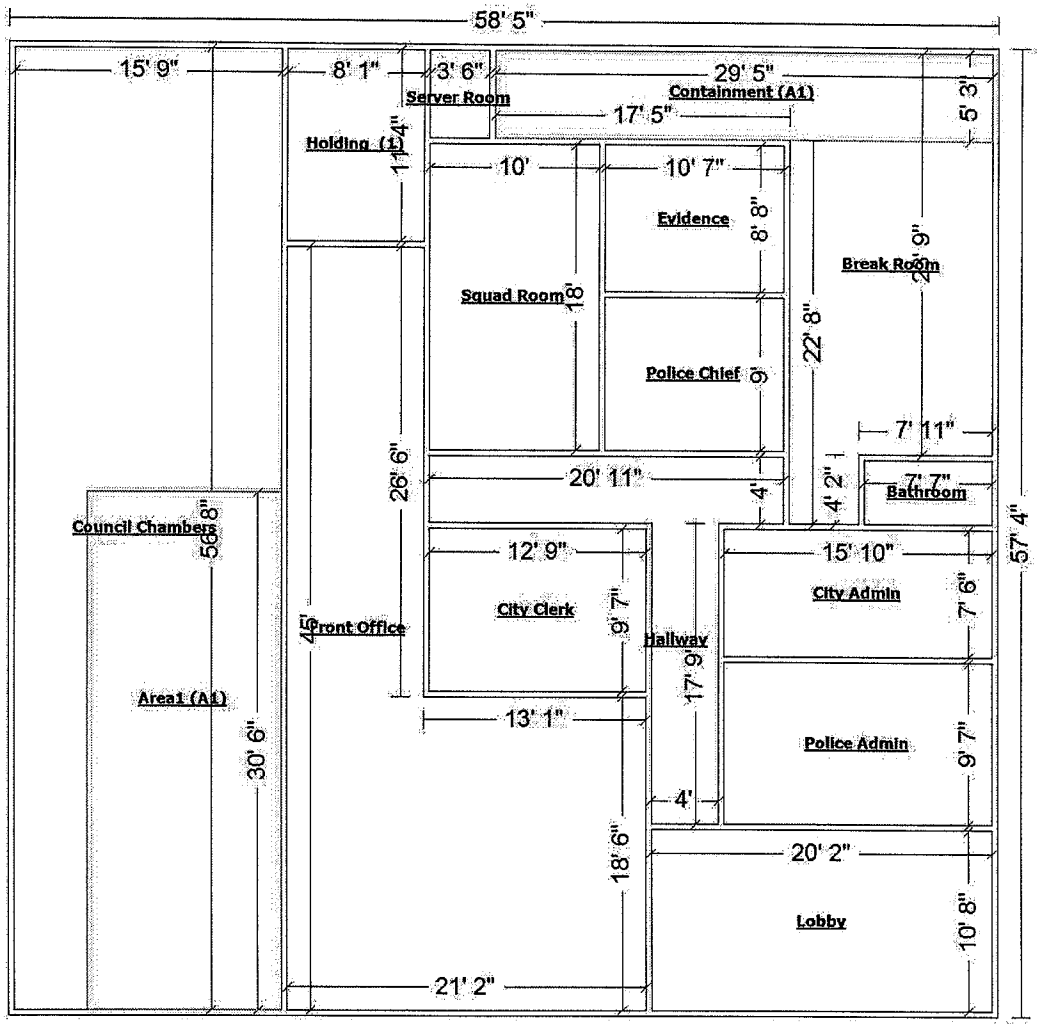
Recap by Category

O&P Items			Total	%
ACOUSTICAL TREATMENTS			242.78	0.90%
CLEANING			252.00	0.93%
CONTENT MANIPULATION			150.85	0.56%
DRYWALL			1,097.50	4.06%
INSULATION			458.23	1.70%
PAINTING			1,585.65	5.87%
O&P Items Subtotal			3,787.01	14.01%

Non-O&P Items			Total	%
CLEANING			2,537.91	9.39%
CONTENT MANIPULATION			1,407.87	5.21%
GENERAL DEMOLITION			1,701.03	6.29%
HAZARDOUS MATERIAL REMEDIATION			12,829.11	47.46%
WATER EXTRACTION & REMEDIATION			3,771.68	13.95%
Non-O&P Items Subtotal			22,247.60	82.30%
O&P Items Subtotal			3,787.01	14.01%
Material Sales Tax	@	7.100%	230.96	0.85%
Overhead	@	10.0%	383.98	1.42%
Profit	@	10.0%	383.98	1.42%
Total			27,033.53	100.00%


58' 5"
15' 9"
8' 1"
3' 6"
29' 5"
Server Room
Containment (A1)
17' 5"
5' 3"
Holding (1)
11' 4"
10'
10' 7"
Evidence
8' 8"
9"
Break Room
Squad Room
18'
22' 8"
Police Chief
9'
7' 11"
26' 6"
20' 11"
4'
4' 2"
7' 7"
Bathroom
Council Chambers
56' 8"
12' 9"
15' 10"
57' 4"
City Clerk
City Admin
7' 6"
9' 7"
Front Office
45'
Hallway
17' 9"
Area1 (A1)
13' 1"
Police Admin
9' 7"
30' 6"
4'
18' 6"
20' 2"
Lobby
10' 8"
21' 2"

N

Main Level

SAPP's HomePro, Inc.

18973 South Old Route A
Hartsburg, MO 65039-9769

Phone: 573-635-5071
toll-free: 1-800-456-4809
fax: 573-634-8390

August 29, 2013

RE: Mold remediation at City Hall

Dear Board of Alderman,

Please accept the following bid on the mold remediation services needed at City Hall.

Thanks,
Jeff Sapp
Vice-President
SAPP's HomePro, Inc.

"One Call Cleans Them All"
Carpet~Drapes~Upholstery
Fire/Smoke & Water Restoration

SAPP's HomePro, Inc.

18973 South Old Route A
Hartsburg, MO 65039-9769
TEL: 573-635-5071/FAX: 573-634-8390
Federal Tax ID# 43-1704014

Client:	City of Ashland	Business:	(573) 657-2091
Property:	109 East Broadway Ashland, MO 65010		
Estimator:	Jeff R. Sapp	Business:	(573) 635-5071

Type of Estimate:
Price List: MOCO7X_AUG13
Estimate: ASHLAND_CITY_002

ESTIMATE

Summary for Dwelling

Line Item Total					15,693.31
Overhead	@	10.0%	x	3,787.01	378.70
Profit	@	10.0%	x	3,787.01	378.70
Replacement Cost Value					**$16,450.71**
Net Claim					**$16,450.71**

SAPP's HomePro, Inc.

18973 South Old Route A
Hartsburg, MO 65039-9769
TEL: 573-635-5071/FAX: 573-634-8390
Federal Tax ID# 43-1704014

ASHLAND_CITY_002

Main Level

Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
1. Powered Air-Purifying Respirator (PAPR) - per day	12.00 DA	0.00	73.25	879.00
4 men, 3 days each				
2. PAPR cartridge - HEPA only (single cartridge)	24.00 EA	0.00	17.78	426.72
4 men, 3 days each, 2 cartridges (1 set) per person per day				
3. Add for personal protective equipment - Heavy duty	48.00 EA	0.00	17.74	851.52
4 men, 3 days each, 4 suits per person per day				
4. Containment Barrier/Airlock/Decon. Chamber	260.00 SF			NO CHARGE
There will be 2 containment areas--the Police Admin office and the Break Room.				
5. Peel & seal zipper - heavy duty	2.00 EA	0.00	15.63	31.26

NOTE: There will be 2 different containment areas plus 2 different non-contained areas because the police squad area needs to be treated separately is its doors are always shut.
The containment area in the Break Room is 1544.40cf and 4 AEH are required, so 103cfm minimum is required. This can be accomplished with 1 small air scrubber.
The Police Admin containment area is 1,517.40cf and 4 AEH are requred, so 102cfm miniumum is required. This can be accomplished with 1 small air scrubber.
The police squad area is 4,585.80cf and 4 AEH are required, so 306cfm minimum is required. This can be accomplished with 1 small air scrubber.
The remaining area is 23,954.60cf and 4 AEH are required, so 1,597cfm minimum is required. The can be accomplished with 1 XL air scrubber.
With the remaining area so large and cut up into different rooms, it is best to add some axial air movers to better circulate the air. This can be accomplished by adding 10 axial air movers.
In addition, the protocol calls for the Police Admin Office and the Break Room to be air washed "several times each day". This will require 2 more small air scrubbers and 200' of large ducting.

So, in all, 5 small air scrubbers; 1 XL air scrubber, and 10 axial air movers will be required for 7 days each.

6. Negative air fan/Air scrubber (24 hr period) - No monit.	35.00 DA			NO CHARGE
7. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	7.00 DA			NO CHARGE
8. Air mover axial fan (per 24 hour period) - No monitoring	70.00 EA			NO CHARGE
9. Ducting - lay-flat - Large	200.00 LF			NO CHARGE

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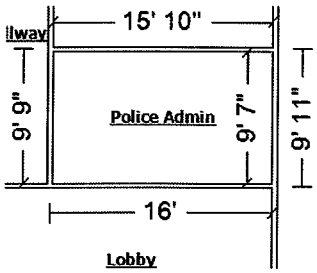
CONTINUED - Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
10. Equipment decontamination charge - per piece of equipment	16.00 EA			NO CHARGE
11. Add for HEPA filter (for negative air exhaust fan)	4.00 EA	0.00	195.71	782.84
12. Add for HEPA filter (for canister/backpack vacuums)	3.00 EA			NO CHARGE
Total: Main Level				2,971.34



Police Admin **Height: 10'**

508.33	SF Walls	151.74	SF Ceiling
660.07	SF Walls & Ceiling	151.74	SF Floor
16.86	SY Flooring	50.83	LF Floor Perimeter
50.83	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
NOTE: The City of Ashland will remove all contents from this room prior to remediation.				
13. Remove wet ceiling tile & drywall and bag - Cat 3	151.74 SF	2.09	0.00	317.14
14. Tear out and bag wet insulation - Category 3 water	151.74 SF	1.47	0.00	223.06
15. Plastic bag - used for hazardous waste cleanup - Large	12.00 EA			NO CHARGE
16. Hazardous Waste/Mold Cleaning Technician - per hour	1.00 HR	0.00	109.09	109.09
1 man, 1 hour Sealing critical barriers				
17. HEPA Vacuuming - Detailed - (PER SF)	811.81 SF	0.00	1.17	949.82
Walls, ceiling, and floor				
18. Clean and deodorize carpet	151.74 SF	0.00	0.71	107.74

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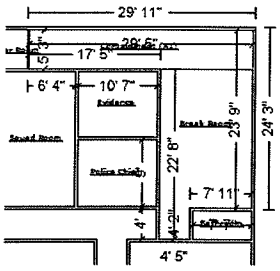
CONTINUED - Police Admin

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
19. Containment Barrier/Airlock/Decon. Chamber	260.00 SF	0.00	1.32	343.20
Once the ceiling tiles are removed, the ceiling will have to covered in plastic in order to maintain containment.				
REPAIRS:				
20. Batt insulation - 10" - R30 - paper faced	151.74 SF	0.00	1.57	238.23
21. Suspended ceiling tile - 2' x 4'	151.74 SF	0.00	1.60	242.78
22. Final cleaning - construction - Commercial	151.74 SF	0.00	0.35	53.11
Totals: Police Admin				2,584.17



Break Room **Height: 10'**

1,146.67	SF Walls	393.45	SF Ceiling
1,540.12	SF Walls & Ceiling	393.45	SF Floor
43.72	SY Flooring	114.67	LF Floor Perimeter
114.67	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
NOTE: The City of Ashland will take care of moving all of the file boxes out of the Break Room and into storage until remediation is complete.				
23. Remove Cove base molding - rubber or vinyl, 4" high	50.00 LF	0.50	0.00	25.00
24. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	50.00 LF	8.97	0.00	448.50
25. Tear out and bag wet insulation - Category 3 water	200.00 SF	1.47	0.00	294.00
26. Plastic bag - used for hazardous waste cleanup - Large	20.00 EA			NO CHARGE
27. Clean stud wall	200.00 SF	0.00	1.26	252.00

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CONTINUED - Break Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
28. Seal the surface area w/anti-microbial coating - one coat	200.00 SF	0.00	1.24	248.00
29. Dehumidifier (per 24 hr period) -Small-Desiccant-No monit.	3.00 EA	0.00	112.45	337.35
1 unit 3 days As per the protocol, the north exterior wall will need to be dried out.				
30. Air mover axial fan (per 24 hour period) - No monitoring	9.00 EA	0.00	35.12	316.08
3 units, 3 days each As per the protocol, the north exterior wall will need to be dried out.				
31. Equipment decontamination charge - per piece of equipment	4.00 EA			NO CHARGE
32. HEPA Vacuuming - Detailed - (PER SF)	1,933.57 SF	0.00	1.17	2,262.28
Walls, ceiling, and floor				
33. Hazardous Waste/Mold Cleaning Technician - per hour	4.00 HR	0.00	109.09	436.36
2 men, 2 hours each Sealing critical barriers as well as HEPA vacuuming and cleaning of shelving units and other content items.				
34. Clean cabinetry - upper - inside and out	8.00 LF	0.00	20.27	162.16
35. Clean cabinetry - lower - inside and out	8.00 LF	0.00	20.27	162.16
REPAIRS:				
36. Batt insulation - 6" - R19 - paper faced	200.00 SF	0.00	1.10	220.00
37. Drywall replacement per LF - up to 4' tall	50.00 LF	0.00	13.61	680.50
38. Texture drywall - smooth / skim coat	300.00 SF	0.00	1.39	417.00
39. Seal/prime then paint the surface area (2 coats)	300.00 SF	0.00	0.99	297.00
40. Paint the walls - one coat	1,146.67 SF	0.00	0.70	802.67
41. Floor protection - heavy paper and tape	393.45 SF	0.00	0.43	169.18
42. Mask and prep for paint - tape only (per LF)	114.67 LF	0.00	0.60	68.80
43. Contents - move out then reset - Large room	1.00 EA	0.00	150.85	150.85
44. Final cleaning - construction - Commercial	393.45 SF	0.00	0.35	137.71

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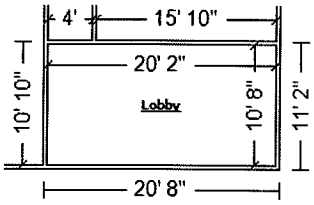
CONTINUED - Break Room

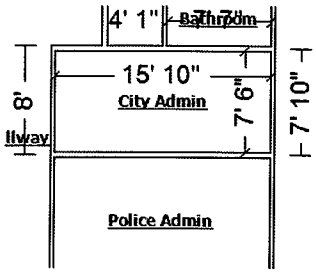
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Break Room				7,887.60



Lobby **Height: 10'**

616.67	SF Walls	215.11	SF Ceiling
831.78	SF Walls & Ceiling	215.11	SF Floor
23.90	SY Flooring	61.67	LF Floor Perimeter
61.67	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
45. Clean and deodorize carpet	215.11 SF	0.00	0.71	152.73
46. Contents - move out then reset	1.00 EA			NO CHARGE
Totals: Lobby				152.73



City Admin **Height: 10'**

466.67	SF Walls	118.75	SF Ceiling
585.42	SF Walls & Ceiling	118.75	SF Floor
13.19	SY Flooring	46.67	LF Floor Perimeter
46.67	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
47. Clean and deodorize carpet	118.75 SF	0.00	0.71	84.31
48. Contents - move out then reset	1.00 EA			NO CHARGE

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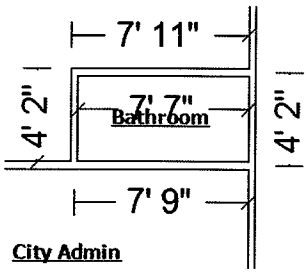
CONTINUED - City Admin

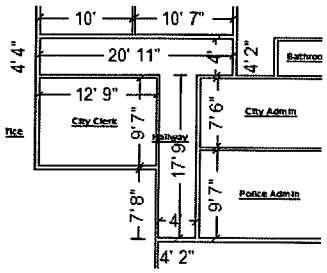
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: City Admin				84.31



Bathroom **Height: 10'**

228.33 SF Walls	29.07 SF Ceiling
257.40 SF Walls & Ceiling	29.07 SF Floor
3.23 SY Flooring	22.83 LF Floor Perimeter
22.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
49. HEPA Vacuuming - Detailed - (PER SF)	286.47 SF	0.00	1.17	335.17
Walls, ceiling, and floor				
50. Clean toilet - Heavy	1.00 EA	0.00	50.06	50.06
51. Clean sink - Heavy	1.00 EA	0.00	30.03	30.03
Totals: Bathroom				415.26



Hallway **Height: 10'**

853.33 SF Walls	154.67 SF Ceiling
1,008.00 SF Walls & Ceiling	154.67 SF Floor
17.19 SY Flooring	85.33 LF Floor Perimeter
85.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

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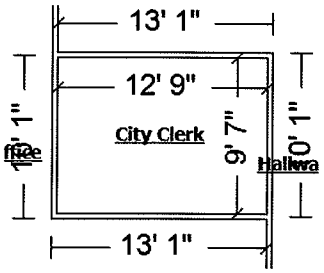
CONTINUED - Hallway

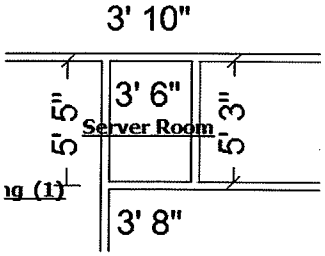
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
52. Clean and deodorize carpet	154.67 SF	0.00	0.71	109.82
Totals: Hallway				109.82



City Clerk **Height: 8'**

357.33 SF Walls	122.19 SF Ceiling
479.52 SF Walls & Ceiling	122.19 SF Floor
13.58 SY Flooring	44.67 LF Floor Perimeter
44.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
53. Clean and deodorize carpet	122.19 SF	0.00	0.71	86.75
54. Contents - move out then reset	1.00 EA			NO CHARGE
Totals: City Clerk				86.75



Server Room **Height: 10'**

175.00 SF Walls	18.38 SF Ceiling
193.38 SF Walls & Ceiling	18.38 SF Floor
2.04 SY Flooring	17.50 LF Floor Perimeter
17.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

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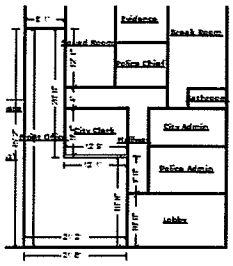
CONTINUED - Server Room

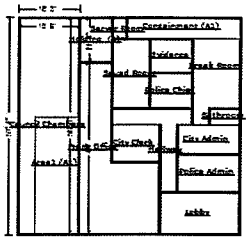
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
55. Clean floor	18.38 SF	0.00	0.70	12.87
Totals: Server Room				12.87



Front Office — **Height: 10'**

1,323.33	SF Walls	605.79	SF Ceiling
1,929.13	SF Walls & Ceiling	605.79	SF Floor
67.31	SY Flooring	132.33	LF Floor Perimeter
132.33	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
56. Clean and deodorize carpet	605.79 SF	0.00	0.71	430.11
57. Contents - move out then reset - Extra large room	1.00 EA			NO CHARGE
Totals: Front Office				430.11



Council Chambers — **Height: 10'**

1,448.33	SF Walls	892.50	SF Ceiling
2,340.83	SF Walls & Ceiling	892.50	SF Floor
99.17	SY Flooring	144.83	LF Floor Perimeter
144.83	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

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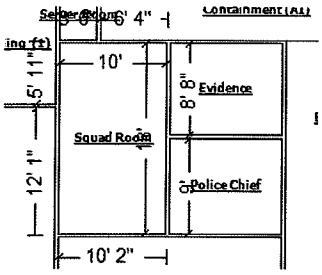
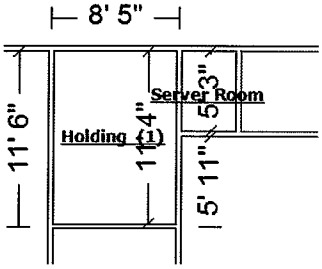
CONTINUED - Council Chambers

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
58. Clean and deodorize carpet	892.50 SF	0.00	0.71	633.68
59. Contents - move out then reset - Extra large room	2.00 EA			NO CHARGE
Totals: Council Chambers				633.68



Squad Room **Height: 10'**

560.00	SF Walls	180.00	SF Ceiling
740.00	SF Walls & Ceiling	180.00	SF Floor
20.00	SY Flooring	56.00	LF Floor Perimeter
56.00	LF Ceil. Perimeter		



Subroom 1: HOLDING **Height: 10'**

388.33	SF Walls	91.61	SF Ceiling
479.94	SF Walls & Ceiling	91.61	SF Floor
10.18	SY Flooring	38.83	LF Floor Perimeter
38.83	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
60. Clean and deodorize carpet	271.61 SF	0.00	0.71	192.84
61. Contents - move out then reset	1.00 EA			NO CHARGE
Totals: Squad Room				192.84

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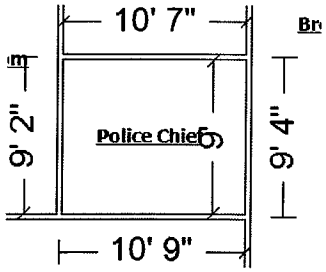
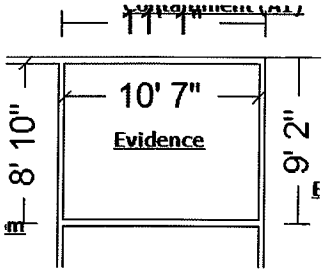


Police Chief **Height: 10'**

391.67	SF Walls	95.25	SF Ceiling
486.92	SF Walls & Ceiling	95.25	SF Floor
10.58	SY Flooring	39.17	LF Floor Perimeter
39.17	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
62. Clean and deodorize carpet	95.25 SF	0.00	0.71	67.63
63. Contents - move out then reset	1.00 EA			NO CHARGE
Totals: Police Chief				67.63



Evidence **Height: 10'**

385.00	SF Walls	91.72	SF Ceiling
476.72	SF Walls & Ceiling	91.72	SF Floor
10.19	SY Flooring	38.50	LF Floor Perimeter
38.50	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MOLD REMEDIATION:				
64. Clean floor	91.72 SF	0.00	0.70	64.20
Totals: Evidence				64.20
Total: Main Level				15,693.31
Line Item Totals: ASHLAND_CITY_002				**15,693.31**

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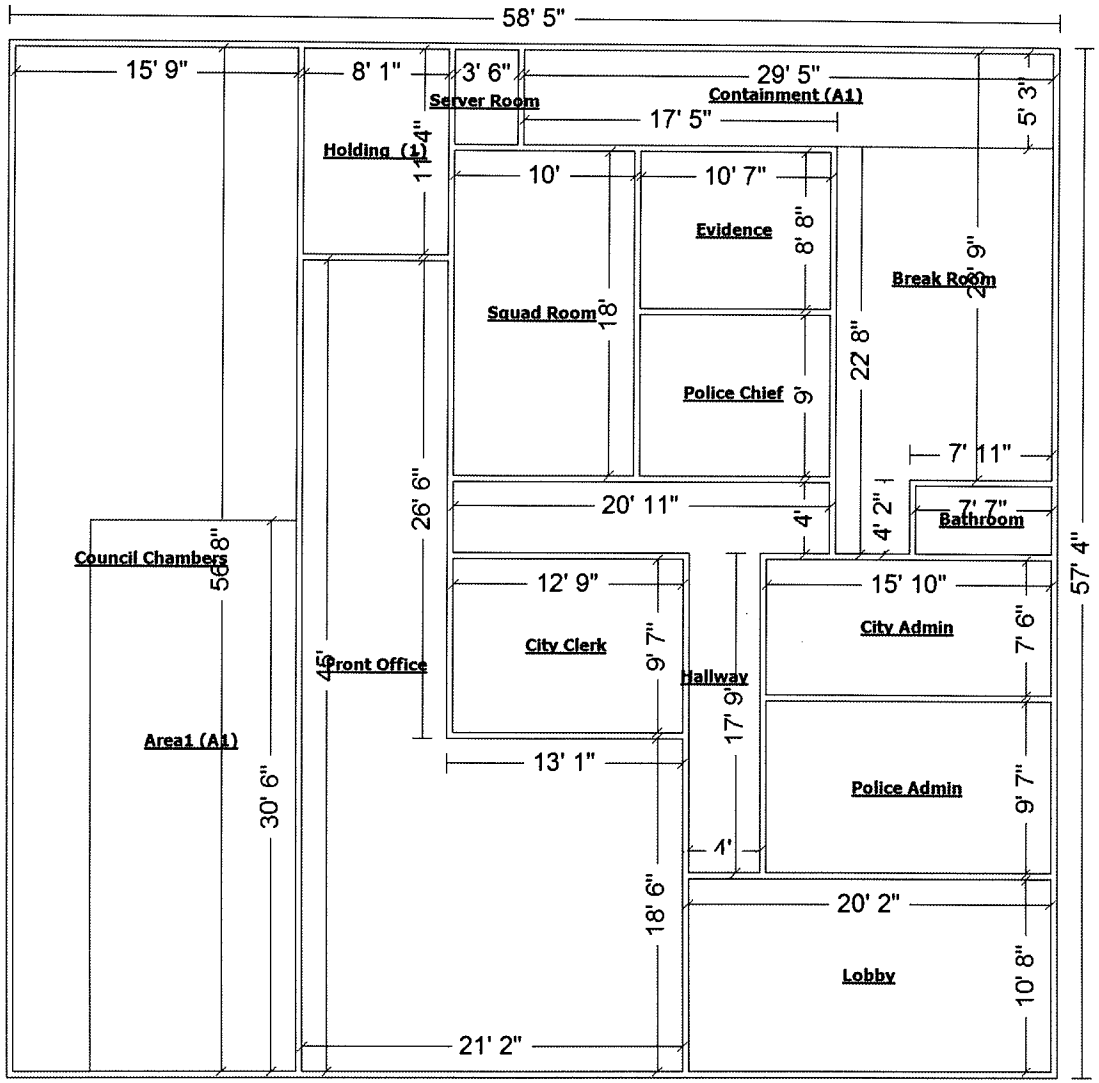
Grand Total Areas:

8,849.00	SF Walls	3,160.22	SF Ceiling	12,009.22	SF Walls and Ceiling
3,160.22	SF Floor	351.14	SY Flooring	893.83	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	893.83	LF Ceil. Perimeter
3,160.22	Floor Area	3,349.22	Total Area	8,849.00	Interior Wall Area
2,546.50	Exterior Wall Area	231.50	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Coverage	Amount	%	Grand Total	%
Dwelling	15,693.31	100.00%	16,450.71	100.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
Total	15,693.31	100.00%	16,450.71	100.00%


58' 5"
15' 9"
8' 1"
3' 6"
29' 5"
Server Room
Containment (A1)
17' 5"
5' 3"
Holding (1)
11' 4"
10'
10' 7"
Evidence
8' 8"
Break Room
22' 9"
Squad Room
18'
22' 8"
Police Chief
9'
7' 11"
26' 6"
20' 11"
4'
4' 2"
7' 7"
Bathroom
Council Chambers
56' 8"
12' 9"
15' 10"
57' 4"
City Clerk
9' 7"
City Admin
7' 6"
Front Office
45'
Hallway
17' 9"
Area1 (A1)
13' 1"
Police Admin
9' 7"
30' 6"
4'
18' 6"
20' 2"
Lobby
10' 8"
21' 2"

N

Main Level