

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 171-13

AN ORDINANCE

authorizing an agreement with MFA Oil Company for use of a portion of railroad right-of-way located adjacent to Fay Street and Eugenia Avenue for roadway access; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with MFA Oil Company for use of a portion of railroad right-of-way located adjacent to Fay Street and Eugenia Avenue for roadway access. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**AGREEMENT
FOR ROADWAY ACCESS
BETWEEN
CITY OF COLUMBIA, MISSOURI,
AND
MFA Oil Company**

This Agreement, entered into this 1st day of July, 2013 (the "Effective Date"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY"), and MFA Oil Company, a cooperative organized in the State of Missouri, whose address is 1 Ray Young Drive, PO Box 519, Columbia, Missouri 65205-0519 (hereinafter "LESSEE"). CITY and LESSEE are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, CITY owns and operates a line of railroad trackage between Columbia and Centralia, Missouri, and a railroad terminal facility at 6501 Brown Station Road in Columbia, Boone County, Missouri; and

WHEREAS, LESSEE desires the privilege of nonexclusive occupation and the nonexclusive use of approximately 5,775 square feet of land belonging to the CITY and located in the State of Missouri, County of Boone, for purposes of roadway access; and

WHEREAS, CITY is willing to grant LESSEE permission to use CITY's property at LESSEE's own risk for the purpose of roadway access, provided that LESSEE complies with the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the Premises and of the rentals herein provided, as well as the covenants and conditions set forth below, CITY does hereby grant unto LESSEE permission to use and occupy the Premises described herein for the limited purposes set forth herein, upon the following terms and conditions.

1. LOCATION. The location of the roadway access is contained on Exhibit A, which is attached hereto and made a part of this Agreement, and hereinafter referred to as the Premises.
2. RIGHT OF USE FOR A LIMITED PURPOSE. Subject to the payment of rent and compliance with the terms of this Agreement, CITY grants LESSEE a lease for the limited purpose of roadway access to CITY's property.
 - a. The Parties agree that this is a nonexclusive right to use the Premises for roadway access.
 - b. The Parties agree that LESSEE shall use the Premises for roadway access at LESSEE's own risk.

c. LESSEE's nonexclusive use of Premises shall not interfere with CITY's use of the property or railroad.

d. Subject to the terms and limitations set forth in this Agreement, CITY promises that LESSEE, if not in default, shall peaceably have, hold and enjoy the nonexclusive right to use the Premises as provided herein for the term of this Agreement (or any renewal or extension thereof).

e. CITY is not responsible for any losses incurred by LESSEE's use of the Premises.

f. The Premises shall be used only for the purpose mentioned herein and for no other purpose without the written permission of CITY nor shall the Premises or any structure thereon be sold or sublet nor shall this lease be assigned without the prior written consent of CITY.

g. CITY shall retain the right to enter the leased Premises.

3. RENT. As consideration for the nonexclusive right to use of the Premises, beginning as of the date during which LESSEE commences its use of the Premises (the "Commencement Date"), LESSEE shall pay to CITY the sum of Nine Hundred Dollars (\$900.00) per annum. LESSEE shall pay sum in advance on the first day of the month following the Effective Date.
4. CITY'S USE OF PREMISES. LESSEE's use of the Premises shall not interfere with CITY's use of the site nor shall it interfere with CITY's use of the railroad. In the event LESSEE's use does interfere with CITY's use of the site or facility, CITY shall give LESSEE written notice of such interference and LESSEE shall have thirty (30) days from the date of such notice to end any such interference. CITY's obligation to give LESSEE notice of such interference and an opportunity to end the interference shall not preclude CITY from taking those steps it deems necessary to protect its operation from such interference. Failure of LESSEE to end the interference within thirty (30) days may be considered by City as a breach of this Agreement by LESSEE.
5. INSURANCE. LESSEE shall obtain and maintain liability insurance in an amount not less than Five Million Dollars (\$5,000,000) for any incident and Ten Million Dollars (\$10,000,000) in aggregate, with a self-insured retention not to exceed Twenty-five Thousand Dollars (\$25,000), naming as additional insured, City of Columbia, Missouri. LESSEE's insurance policy shall include coverage for Federal Employers Liability Act ("FELA") claims. Said insurance shall be Primary and Non-Contributory and shown as such on the Certificate of Insurance provided to CITY. LESSEE shall provide a copy of said policy to CITY annually upon obtaining coverage, and shall provide evidence of the fact of said coverage at any reasonable time upon request by CITY.

6. INDEMNIFICATION. To the extent allowed by Law, LESSEE agrees to assume all risks and liability and to indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all loss of or damage to property or injuries to or death of any person or persons including property and employees of CITY arising out of LESSEE'S activities on the Premises or use of the Premises by Lessee, and shall defend and indemnify and hold harmless CITY, its officers, agents, and employees from any and all claims, damages, suits costs, expense, liability, actions or proceedings of any and all nature whatsoever in any way resulting from or arising out of, directly or indirectly from the activities of LESSEE on, or the LESSEE's use of, the Premises. Whenever any loss of, damage to, or destruction of any property whatsoever (exclusive of normal wear and tear), or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without limitation, land, air, water, wildlife, and vegetation, occurs in connection with the operation of LESSEE at the Premises, LESSEE shall assume all liability therefore and shall bear all cost and expense in connection therewith, and shall forever protect, defend, indemnify and save harmless CITY and its directors, officers, agents and employees, from and against any such liability, cost and expense.
7. PLACEMENT OF STRUCTURES OR PROPERTY ON PREMISES. LESSEE shall not place any structure or improvements upon the Premises.
8. IMPROVEMENTS. The parties acknowledge there are no buildings or improvements on the Premises.
9. TERM. Beginning as of the Effective Date, the term of this Agreement shall be one (1) year from the date of the execution of this Agreement by CITY (the "Term"). This Agreement shall automatically renew for an additional one (1) year (each being a "Renewal Term") unless the Agreement is terminated by one Party giving the other notice of its intent to do so at least thirty (30) days prior to the expiration of the current term.
10. TERMINATION.
 - a. Termination by CITY. CITY shall conduct an annual review at the end of each contract year to determine if LESSEE has met all of the following conditions: (1) paid all CITY invoices when due; and (2) maintained insurance required herein. Should CITY's annual review determine that one or more of the above described conditions has not been met, CITY shall notify LESSEE in writing and allow LESSEE thirty (30) days to correct the condition, except that CITY shall not allow LESSEE to use the Premises should the insurance be found deficient. CITY has the right to terminate this Agreement after thirty (30) days from the date of the first notification in writing should conditions not be resolved.

b. Termination by LESSEE. LESSEE may terminate this Agreement upon thirty (30) days written notice to CITY. In the event of termination of this Agreement as provided above, LESSEE shall vacate the Premises in an orderly manner.

c. Termination for Cause. If said rent, or any part thereof, shall remain unpaid for thirty (30) days after it shall become due, and without demand made therefor; or if said LESSEE shall assign this lease or underlet said leased Premises, or any part thereof, or if said LESSEE's interest therein shall be sold under execution or other legal process, without the written consent of said CITY, its successor or assigns, or if said LESSEE or any assignee of this lease shall make an assignment for the benefit of LESSEE's or assignee's creditors; or if proceedings in bankruptcy shall be instituted by or against LESSEE or any assignee; or if a receiver or trustee be appointed for the property of LESSEE or any assignee; or if this lease by operation of law pass to any person or persons; or if said or any assignee shall fail to keep any of the other covenants of this lease, it shall be lawful for said CITY, its successors or assigns, into said Premises to re-enter, and to repossess and enjoy as in the first and former estate; and thereupon this lease and everything herein contained on said CITY's behalf to be done and performed shall cease, and be utterly void.

11. EFFECT OF TERMINATION. Upon termination or expiration of this Agreement, LESSEE shall remove its equipment and improvements and shall restore the site to substantially the condition existing on the Effective Date. Any of LESSEE's equipment or property that remains on the Premises after termination or expiration of this Agreement shall be deemed abandoned and CITY shall be entitled to dispose of the equipment or property in whatsoever manner CITY deems appropriate.
12. ASSIGNMENT. This Agreement shall not be assigned by LESSEE without the express written consent of CITY. CITY may assign this Agreement to any successor or transferee and CITY shall notify LESSEE in writing within thirty (30) days of such an assignment.
13. ACCOMMODATION. LESSEE understands and agrees that CITY owns and maintains the COLT Line as a freight railroad and uses the Premises for other City governmental purposes as needed. LESSEE agrees that LESSEE's use of the Premises is done as an accommodation to LESSEE and is not an agreement by CITY to create a transferable business interest in CITY's property for the benefit of LESSEE or to subordinate CITY's use of the property to LESSEE.
14. INCORPORATION. This Agreement incorporates all agreements and understandings of the parties. No prior or subsequent agreements shall be binding unless executed in writing by the parties. If any section of this Agreement is declared null or void, it shall not affect the remaining provisions of this Agreement.

15. DESIGNATED REPRESENTATIVES AND NOTICES. LESSEE's General Manager is designated as its representative for the purposes of administering the provisions of this Agreement. CITY's representative shall be the Director of Water and Light of the City of Columbia, Missouri. Notices under this Agreement shall be given in writing and may be hand delivered, sent by US first class mail, or by facsimile as follows:

Notice to CITY:

Director of Water and Light
City of Columbia, Missouri
P.O. Box 6015
Columbia, MO 65205-6015
Fax: (573) 443-6875

Notice to LESSEE:

MFA Oil Company
Attn: President
One Ray Young Drive
PO Box 519
Columbia, MO 65205-0519

16. COMPLIANCE WITH LAWS AND RULES. LESSEE shall operate its equipment and use the site in a manner which complies with all the laws, regulations and rules of all federal, state, and municipal agencies which govern the site. LESSEE'S use of the premises shall be in compliance with CITY's Operating Rules.
17. CHOICE OF LAW AND VENUE. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Missouri and the laws of the United States. The venue for all litigation arising out of, or relating to, this Agreement shall be Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.
18. NUISANCES PROHIBITED. LESSEE shall not create nor permit to be created or to exist upon the leased Premises any nuisance, public or private, during the continuance of this Agreement and shall save and keep harmless the CITY from any suit or claim growing out of any nuisance thereon or LESSEE's violation of any applicable laws, ordinances or governmental regulations because of or arising from the condition of the leased Premises or any use thereof or operations thereon by LESSEE or those claiming by, through or under LESSEE.
19. TERMINATION OF PRIOR LEASE. Upon execution of this lease Agreement, a prior lease agreement known as NWL-1293 dated March 1, 1980, between the Norfolk and Western Railway Company and Henderson Oil, Inc. and all of its revisions and supplements, shall cease and become void. Any pro rata rent due to LESSEE under the NWL-1293 lease agreement, shall be credited to the first rent payment due under this lease Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties, through their duly authorized signatories, have executed this Agreement in duplicate on the day and year first above written.

CITY:

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

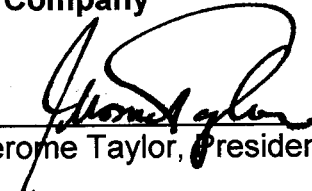
APPROVED AS TO FORM:

Nancy Thompson, City Counselor

LESSEE:

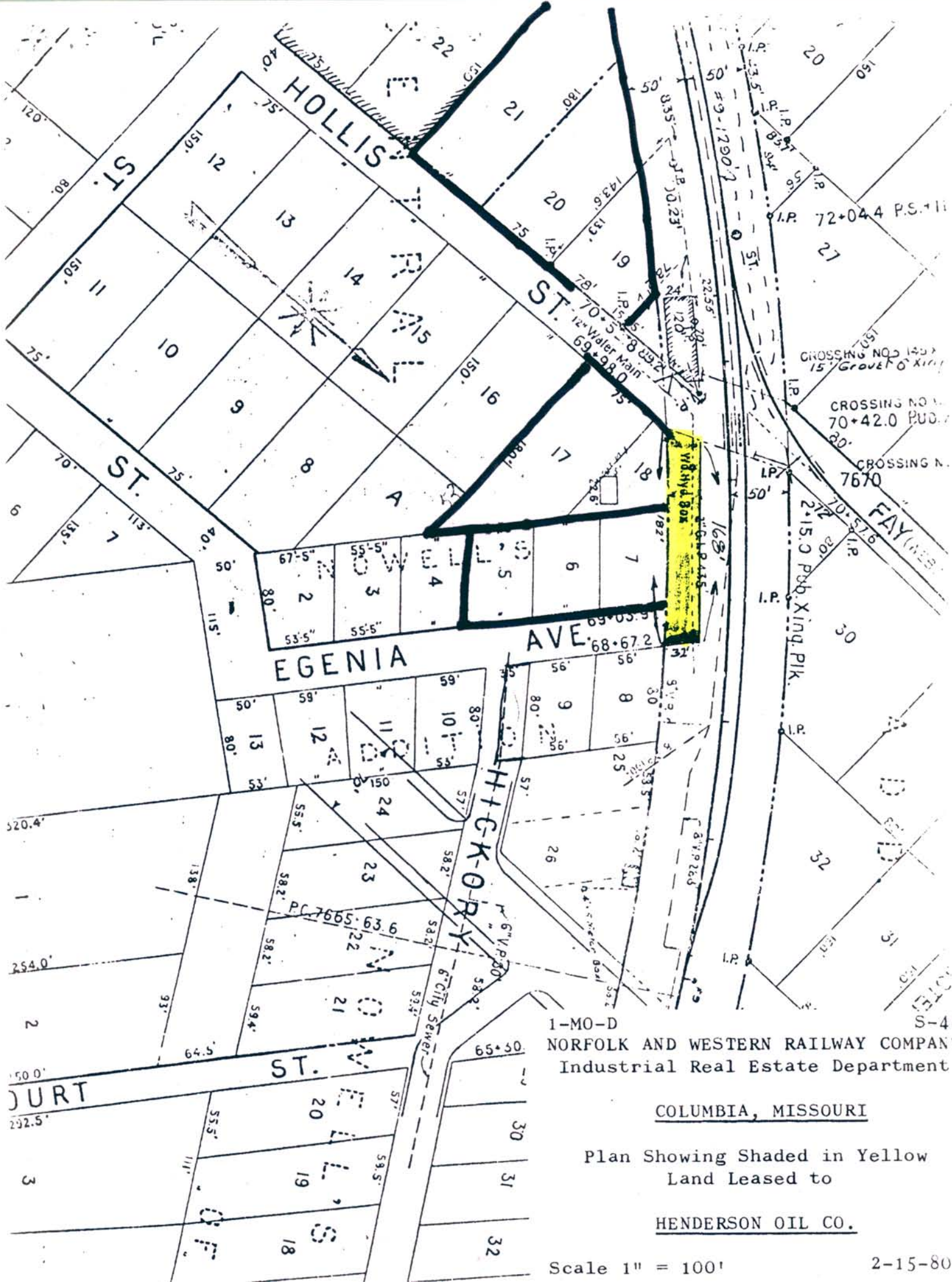
MFA Oil Company

By: _____


Jerome Taylor, President

Attest"


Secretary



1-MO-D
NORFOLK AND WESTERN RAILWAY COMPANY
Industrial Real Estate Department

COLUMBIA, MISSOURI

Plan Showing Shaded in Yellow
Land Leased to

HENDERSON OIL CO.

Scale 1" = 100'

2-15-80



CERTIFICATE OF LIABILITY INSURANCE

9/1/2013

DATE (MM/DD/YYYY)

5/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Nationwide Agribusiness Insurance Co

28223

INSURER B : Westchester Surplus Lines Insurance Co

10172

INSURER C : Liberty Mutual Fire Insurance Company

23035

INSURER D : LM Insurance Corporation

33600

INSURER E :

INSURER F :

INSURED MFA OIL COMPANY
1309159 ONE RAY YOUNG DRIVE
COLUMBIA, MO 65205

COVERAGES MFAOI01

CERTIFICATE NUMBER: 12371613

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY	Y	N	TB2-641-433446-122	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,500,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY	Y	N	CA850136B	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☒ MCS 90 INC/D						\$ XXXXXXXX
B	UMBRELLA LIAB	Y	N	G22046913007	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 10,000,000
	☐ CLAIMS-MADE						\$ XXXXXXXX
	DED ☒ RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WA5-64D-433446-012	9/1/2012	9/1/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THE CITY OF COLUMBIA, MISSOURI IS AN ADDITIONAL INSURED WITH RESPECT TO THE LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. THE FEDERAL EMPLOYERS LIABILITY ACT IS INCLUDED IN THE WORKERS COMPENSATION COVERAGE.

CERTIFICATE HOLDER

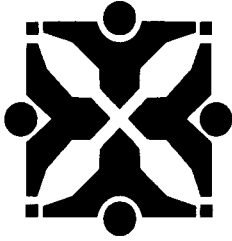
CANCELLATION

12371613

City of Columbia, Missouri
P.O. Box 6015
Columbia, MO 65205-6015

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Source: Water & Light

TJ/CS
MM

Agenda Item No:

To: **City Council**
From: **City Manager and Staff**

Council Meeting Date: Jun 17, 2013

Re: Replacement of MFA's Lease of Railroad Right of Way

EXECUTIVE SUMMARY:

Staff has submitted for Council consideration a request to replace an old lease agreement between Henderson Oil and Norfolk & Western with a new lease agreement between MFA Oil Company (MFA) and the City of Columbia. This lease is for a portion of the City of Columbia's railroad right of way for the purpose of roadway access as shown in Exhibit A. As detailed in the original agreement, the non-exclusive right to use this portion of the right of way will not be changed and remain at Nine Hundred Dollars (\$900.00) per year. The term for this lease shall be one year from the date of execution and will automatically renew for an additional one year term annually if not terminated by either the City or MFA.

DISCUSSION:

The City of Columbia owns and operates a short line railroad between Columbia and Centralia, Missouri, known as the Columbia Terminal Railroad (COLT). The COLT was acquired from the Norfolk and Western Railway Company under a separate agreement. Upon execution of this lease Agreement, a prior lease agreement known as NWL-1293 dated March 1, 1980, between the Norfolk and Western Railway Company and Henderson Oil, Inc. and all of its revisions and supplements, shall be replaced by the new agreement. Since the original lease, Henderson Oil, Inc. was acquired by MFA. MFA desires to continue the privilege of non-exclusive occupation and the non-exclusive use of approximately 5,775 square feet of land now belonging to the City and located in the State of Missouri, County of Boone, for purposes of roadway access as shown in Exhibit A, identical to the original lease between the Norfolk and Western Railway Company and Henderson Oil, Inc. As consideration for the non-exclusive right to use of the right of way, MFA has agreed to continue to pay the City the sum of Nine Hundred Dollars (\$900.00) per year to renew its current lease. MFA's use of the right of way for roadway access will not interfere with City's use of the site nor will it interfere with City's use of the railroad. The term for this lease shall be one year from the date of execution and will automatically renew for additional one year terms annually if not terminated by either the City or MFA.

FISCAL IMPACT:

The City will continue to receive \$900 per year for the lease of the COLT's railroad right of way. Revenue from this lease will go into the Railroad account for User Charges.

VISION IMPACT:

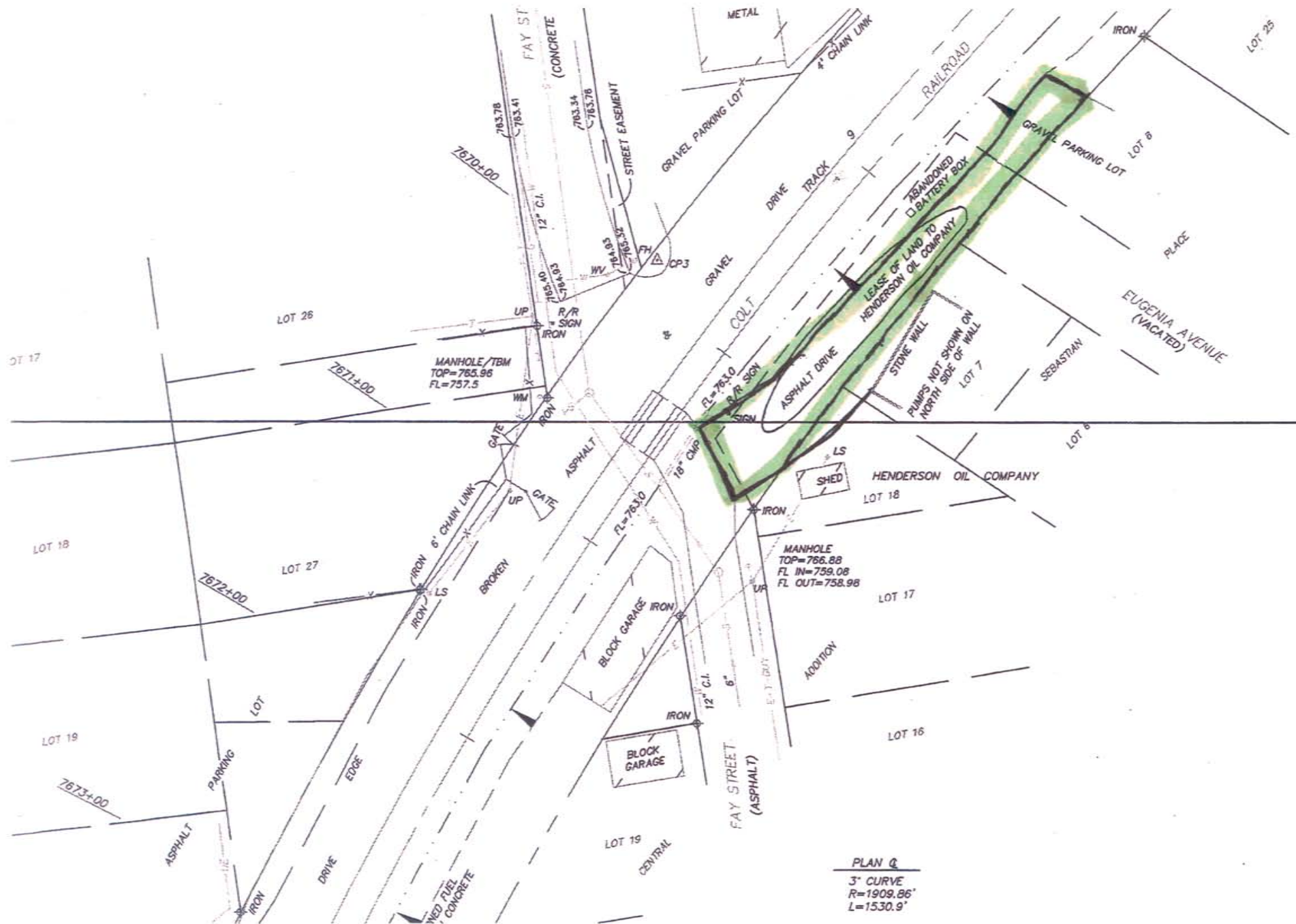
<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None.

SUGGESTED COUNCIL ACTIONS:

Approval of the lease agreement with MFA.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	





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PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE:

(A/C, No, Ext):

FAX:

E-MAIL:

ADDRESS:

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Agribusiness Insurance Co

28223

INSURER B: Westchester Surplus Lines Insurance Co

10172

INSURER C: Liberty Mutual Fire Insurance Company

23035

INSURER D: LM Insurance Corporation

33600

INSURER E:**INSURER F:**

INSURED MFA OIL COMPANY
1309159 ONE RAY YOUNG DRIVE
COLUMBIA, MO 65205

COVERAGES MFAOI01**CERTIFICATE NUMBER:** 12371613**REVISION NUMBER:** XXXXXXXX

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	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY	Y	N	CA850136B	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☒ MCS 90 INCLD						\$ XXXXXXXX
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
B	☒ UMBRELLA LIAB	Y	N	G22046913007	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 10,000,000
	☐ CLAIMS-MADE						\$ XXXXXXXX
	DED ☒ RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	WA5-64D-433446-012	9/1/2012	9/1/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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CERTIFICATE HOLDER**CANCELLATION****12371613**City of Columbia, Missouri
P.O. Box 6015
Columbia, MO 65205-6015

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AUTHORIZED REPRESENTATIVE