

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

16th

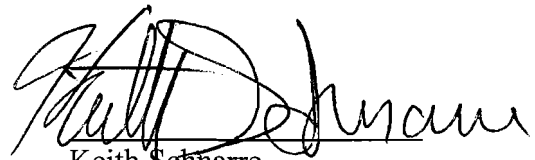
day of May

20 06

the following, among other proceedings, were had, viz:

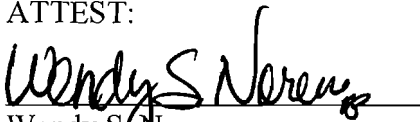
Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Columbia, Missouri, and the County of Boone, Missouri. For the reimbursement of the County's share of the Environmental Impact Study (EIS) for the Route 740 (Stadium Boulevard) extension. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 16th day of May, 2006.

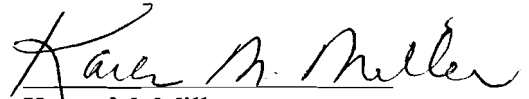


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

AGREEMENT

This agreement is entered into this 16 day of May, 2006 between the City of Columbia, Missouri, a municipal corporation ("City") and the County of Boone, Missouri, a political subdivision of the State of Missouri ("County").

WHEREAS, Missouri Route 740 (Stadium Boulevard) currently ends just east of U.S. 63; and

WHEREAS, City and County agree that the movement of traffic through eastern Columbia and adjoining portions of unincorporated Boone County would be facilitated by the extension of Route 740 from its current eastern terminus to Interstate 70; and

WHEREAS, an environmental study costing approximately \$1,010,000 is needed before any work on the extension of Route 740 can begin; and

WHEREAS, the Missouri Highways and Transportation Commission is willing to fund 50% of the cost of the study above \$10,000 (estimated at \$500,000); and

WHEREAS, County is willing to fund \$150,000 of the cost of the study and previously paid \$10,000 in 2005 for the study and has for 2006 budgeted the remaining amount of \$140,000 for this purpose; and

WHEREAS, City is willing to fund \$360,000 of the cost of the study and 50% of any cost of the study in excess of \$1,000,000 and will advance an additional \$140,000 of the cost of the study if the County agrees to reimburse City this amount as soon as reasonably practicable in 2006; and

WHEREAS, the Commission, the City and the County entered into a cost participation agreement in 2005 whereby the Commission committed to paying 50% of the estimated cost of the environmental study above \$10,000, City committed to paying 50% of the cost above \$10,000 and County committed to the payment of \$10,000 of the cost as set forth in Exhibit A, the Cost Participation Agreement, which is attached to and made a part of this agreement.

NOW, THEREFORE, City and County agree as follows:

1. County agrees to reimburse City \$140,000 of the payment City makes to the Missouri Highways and Transportation Commission pursuant to Exhibit A, a Cost Participation Agreement among the Commission, the City and the County for an environmental study for an extension of Route 740 to Interstate 70. Payment shall be made as soon as practicable in 2006 after this agreement is executed.
2. The reimbursement payment shall be in addition to any payments County makes to City under its annual sales tax revenue sharing program.
3. The obligation of the County to make the reimbursement payment is conditional upon the

availability of funds budgeted and appropriated for that purpose.

IN WITNESS WHEREOF the parties have executed the agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
H. William Watkins, City Manager

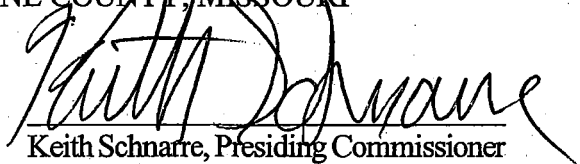
ATTEST:

Sheela Amin, City Clerk

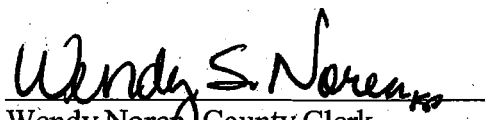
APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

By: 
Keith Schnarre, Presiding Commissioner

ATTEST:

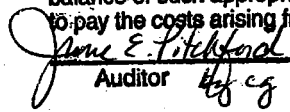

Wendy Noren, County Clerk

APPROVED AS TO FORM:


John Patton, County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

 _____
Auditor *JEF* Date *5/5/06*
2045-71101

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

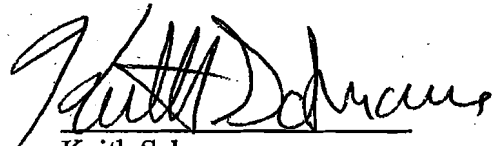
Term. 20 05

In the County Commission of said county, on the 31st day of March 20 05

the following, among other proceedings, were had, viz:

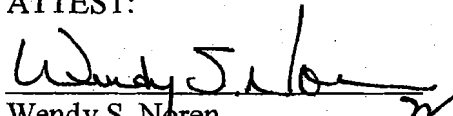
Now on this day the County Commission of the County of Boone does hereby approve the Missouri Highways and Transportation Commission Cost Participation Agreement for an environmental study of the proposed extension of State Route 740.

Done this 31st day of March, 2005.

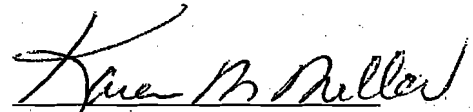


Keith Schnarre
Presiding Commissioner

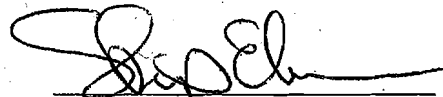
ATTEST:



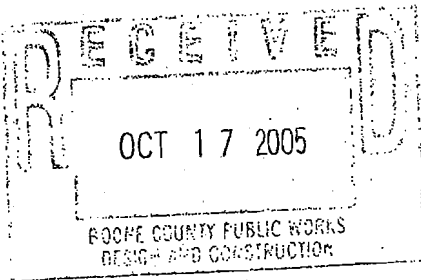
Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



CCO Form: TP11
Approved: 03/04 (BDG)
Revised:
Modified: 01/05 (BDG)

Route 740, Boone County
Project No. J5S0636
City of Columbia

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST PARTICIPATION AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), Boone County (hereinafter, "County") and the City of Columbia (hereinafter, "City").

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the City and the County in the cost of the Commission's environmental study for future project J5S0636.

(2) ENVIRONMENTAL STUDY: The project that is the subject of this Agreement is contemplated as: an environmental study for an extension of Route 740 from roughly the existing Rte. 63/Rte. 740 (Stadium) pavement stub to Interstate 70 See "Exhibit A".

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

(4) COMMISSION REPRESENTATIVE: The Commission's District 5 District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

(6) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City and County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City and County.

(7) PLANS (Environmental Study only): The Commission , with the concurrence of the City and County, shall be responsible for the selection of a consultant to conduct the study referred to in (2), above. The environmental study shall be prepared in accordance with and conform to Commission requirements.

(A) **COMMISSION RESPONSIBILITIES**: The Commission shall be responsible to solicit proposals from firms interested in completing the environmental study. The Commission shall be the point of contact for the consultant firm selected for the study. The Commission shall coordinate the interview panel selecting the environmental study consultant. The Commission shall be responsible to approve and process consultant invoices associated with this study.

(B) **CITY RESPONSIBILITIES**: The City shall be a member of the MoDOT core team during the study and will be involved throughout the development of the study (including project meetings, public meetings and hearings and advisory groups). The City shall be part to the interview panel selecting the environmental study consultant and shall be involved with the contract scope and fee negotiations.

(C) **COUNTY RESPONSIBILITIES**: The County shall be a member of the MoDOT core team during the study and will be involved in the development of the study (including project meetings, public meetings and hearings and advisory groups).

(D) **JOINT RESPONSIBILITIES**: The Commission and City, after selection of consultant, shall prepare an estimated time schedule for the consultant to complete the scope and fee proposal.

(E) **DECISION-MAKING RESPONSIBILITIES**: The study shall require decisions be made at major milestones such as purpose and need, range of alternates, public hearings, advisory groups meetings, preferred alternative and others, that both MoDOT and the City will concur and not revisit once a milestone decision is made.

(F) **PROJECT PRIORITIZATION RESPONSIBILITIES**: All State highway and transportation improvements resulting from the preferred strategy for the environmental study, including the location of any new State highway facilities, must be prioritized with the Commission's Planning Framework and must be adopted by the Commission prior to being included in the State Transportation Improvement Program (STIP).

(G) **PARTNERSHIP AGREEMENT**: All disagreements between MoDOT, City and County related to study issues such as milestones decisions shall be discussed through the MoDOT core team process.

(8) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the parties agree as follows:

(A) The City will be responsible for 50% of the final study cost above \$10,000. The current estimate of the City's responsibilities is Five hundred thousand dollars (\$500,000). The City shall remit a check in the amount of Five hundred thousand dollars (\$500,000) prior to execution of the consultant engineering services agreement. This check should be made payable to the "Missouri Highways and Transportation Commission – Local Fund". If the City fails to make the deposit, the Commission is under no obligation to continue with the project.

(B) The Commission will be responsible for 50% of the total study cost above \$10,000. The current estimate of the Commission's responsibilities is Five hundred thousand dollars (\$500,000).

→ (C) The County shall contribute Ten thousand dollars towards the total study cost. The County shall remit a check in the amount of Ten thousand dollars (\$10,000) prior to execution of the consultant engineering services agreement. This check should be made payable to the "Missouri Highways and Transportation Commission – Local Fund." If the County fails to make the deposit, the Commission is under no obligation to continue with the project.

(9) COMMINGLING OF FUNDS: The parties agree that all funds deposited pursuant to this Agreement with the Commission may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed for other state funds. All interest monies shall be payable to the fund credited to City based on its pro-rated share of the investment. If the amount deposited with the Commission shall be less than the actual obligation of the City for this study, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the study, any excess funds, including interest, shall be refunded to the City based on its pro-rata share of the investment.

(A) USE OF FUNDS: The Commission will use such funds received from City solely for the purpose of paying for the environmental study for project J5S0636.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission, County and the City.

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

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

(14) **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(15) **PLANNING PURPOSES ONLY:** The Agreement and the environmental study to be generated pursuant to this Agreement is for planning purposes only. The identification of any item or proposed improvement in the study does not represent a commitment to funding by the Commission of that item or proposed improvement.

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

Executed by the City this 10th day of March, 2005

Executed by the County this 31 day of MARCH, 2005

Executed by the Commission this 28 day of April, 2005


MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION


Title Chief Engineer

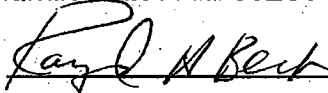
ATTEST:


Secretary to the Commission


Approved as to Form:


Commission Counsel


CITY OF COLUMBIA
701 E. Broadway
P.O. Box 6015
Columbia Missouri 65205-6015

By 
Title Raymond A. Beck, City Manager

ATTEST:

By 
Title Sheela Amin, City Clerk

Approved as to Form:

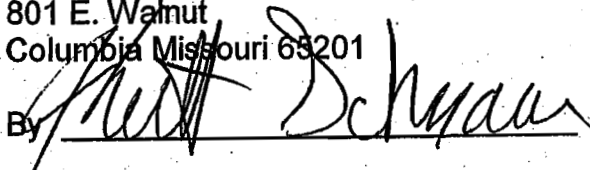

Title: Fred Boeckmann, City Counselor

Ordinance No 18437

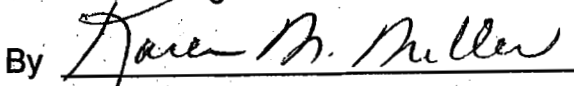
Rte. 740, Boone County
Job No. J5S0636
Environmental Study

146-2005
BOONE COUNTY
801 E. Walnut
Columbia Missouri 65201

By


Title: Presiding Commissioner

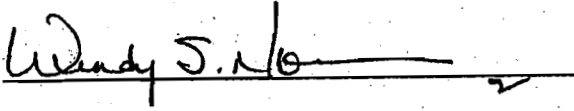
By


Title: ~~North~~ District Commissioner

By


Title: ~~South~~ District Commissioner

ATTEST:

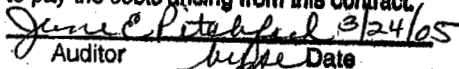
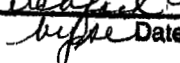

Title: COUNTY CLERK

Approved as to Form:


Title: County Council

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.


Auditor  Date 3/24/05

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-528-49-90 C00223 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.


Director of Finance *97*